



State of Tennessee

Health Facilities Commission

665 Mainstream Drive, 2nd Floor, Nashville, TN 37243

www.tn.gov/hfc

Phone: 615-741-7221

August 27, 2024

Sent Via Email

Mayor Sandy Weaver Terry
Jellico Regional Hospital, LLC
188 Hospital Lane
Jellico, Tennessee 37762
US

Facility Type: Hospital
License Number: 7

Dear Mayor Terry:

It is my pleasure to inform you that your application for change of ownership of Jellico Regional Hospital, LLC located at 188 Hospital Lane, Jellico, Tennessee 37762 has been initially approved. The license number shall be 7. For this initial approval to become final and permanent, your application must be ratified by the Commission pursuant to T.C.A. §68-11-206. The Commission will consider your application at its next meeting, scheduled for August 28, 2024. **You are hereby authorized to commence operation pending the final decision of the Commission.** No further action is necessary on your part at this time.

If the Commission **does** ratify the approval of your application, the license number listed above will become your permanent license number and a letter will be forwarded to you within three (3) business days; notifying you of the Commission final decision.

If the Commission **does not** ratify the initial approval of your application, a letter will be forwarded to you providing an explanation and specific instructions as to any action(s) you may take to have the decision reviewed, at which time this authorization shall cease to be effective.

Please contact me if I can be of further assistance.

Sincerely,

Niraj Soni

Niraj Soni, ASA 3
Phone: (615) 741-7539
Fax: (615) 253-8798
Email: Niraj.Soni@tn.gov

cc: East Tennessee Regional Administrator



State of Tennessee

Health Facilities Commission

665 Mainstream Drive, 2nd Floor, Nashville, TN 37243

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Phone: 615-741-7221

August 27, 2024

Sent Via Email

Mayor Sandy Weaver Terry
188 Hospital Lane
Jellico, Tennessee 37762

Dear Mayor Terry

License number 7 has been initially approved due to the change of ownership for Jellico Regional Hospital pending completion and submission of the Bill of Sale; effective August 27, 2024. The previous owner of the facility was f/k/a **Jellico Regional Hospital, LLC d/b/a Jellico Regional Hospital, LLC**. The new owner of the facility is City of Jellico, d/b/a Jellico Regional Hospital

The administrator of this facility is Mayor Sandy Weaver Terry.

For certification purposes, please be advised that it is your responsibility to contact your Health Facilities Commission East Tennessee regional office to make changes to your Medicare/Medicaid participation including a name change of the facility. The East Tennessee phone number is 865-594-9396.

Please contact me if I can be of further assistance.

Sincerely,

Niraj Soni

Niraj Soni, ASA 3
Phone: (615) 741-7539
Fax: (615) 253-8798
Email: Niraj.Soni@tn.gov

cc: East Tennessee Regional Administrator
Office for Information Technology Services
Nerissa Harvey, Policy Planning and Assessment
Amanda Schaefer, Medicaid Provider Enrollment
Office of Health Statistics
Alecia L. Craighead, CON Department

RECEIVED

By Niraj Soni at 8:25 am, Jun 11, 2024

APP # 10023
File # 7
ETRO/ITSD**HOSPITAL
APPLICATION FOR CHANGE OF OWNERSHIP**

All applicable laws, rules, policies, and guidelines affecting your practice are available for viewing at <https://www.tn.gov/hfc/division-of-licensure-and-regulation/hfc-licensure/licensure-applications.html>. Please check this website periodically for updates.

Name of the Facility/Agency SELICO REGIONAL HOSPITAL**Location of the Facility:**Street 188 HOSPITAL LANE City SELICOCounty CAMPBELL State TN. Zip 37762Phone Number 423-494-1894 Fax Number 423-784-3131Twenty-four (24) Hour Emergency Phone Number 423-494-1894E-Mail Address SANTR1486@GMAIL.COMTotal Bed Capacity 25 OR LESS**Administrator Information:**Administrator SANDY WEAVER TERRYHave you (Administrator) ever been convicted of a crime involving injury or harm to person(s), financial or business management (e.g., assault, battery, robbery, embezzlement, or fraud)? Yes ☐ No ☒If yes, what charge(s)? N/ALocation of Conviction N/A (City) _____ (County) _____ (State) _____ Date N/A**Mailing address if different from the Facility location address:**Name CITY OF SELICO / ATTN: SANDY WEAVER TERRYStreet 410 SOUTH MAIN ST.City SELICO State TN. Zip 37762**Ownership of Building:**Name CITY OF SELICO Phone Number 423 784-6351Street 410 SOUTH MAIN STCity SELICO State TN. Zip 37762**FEE SCHEDULE: (FEES ARE NON-REFUNDABLE)****\$1,404****Bed Capacity**
Less than 25**Fee**
\$1,040**Bed Capacity**
100 thru 124**Fee**
\$2,080

25 thru 49	\$1,300	125 thru 149	\$2,340
50 thru 74	\$1,560	150 thru 174	\$2,600
75 thru 99	\$1,820	175 thru 199	\$2,860

Facilities with 200 beds or more shall pay a flat rate of \$2,860 + \$200 for each additional 25 beds or fraction thereof (i.e., 200-224 pays \$3,060; 225-249 pays \$3,260)

- Check classification of institution for which application is made:
General Hospital ☒ Orthopedic ☐ Pediatric ☐ EENT ☐ Rehab ☐ Chronic Disease ☐ CAH ☐
Rural Emergency Hospital (REH) ☐
- List the number of beds in each category, if applicable, for which acute care beds are utilized:
Swing beds ☐ Psychiatric Beds ☐ Alcohol and Drug Abuse Beds ☐ NICU ☐ Rehab ☐
- Do you have a ST-Elevation Myocardial Infarction (STEMI) designation? Yes ☐ No ☒
 - If yes, provide proof of designation, and please check one: N/A
Receiving Center ☐ Referring Center ☐ N/A ☒
- Do you have a Stroke related designation? Yes ☐ No ☒
 - If yes, provide proof of designation, and please check one:
Comprehensive Stroke Center ☐ Primary Stroke Center ☐ Acute Stroke-Ready Hospital ☐
Other ☐ N/A ☒
- Pediatric Emergency Care Facility Designation (please check one):
Basic ☒ CRPC ☐ General ☐ Primary ☐
- Trauma Center Level (circle one) I ☐ II ☐ III ☐ IV ☒ (BASIC, NOT A TRAUMA CENTER)

OWNERSHIP OF BUSINESS:

- Check the type of Legal Entity:
Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Company ☐
Church Related ☐ Government County ☒ Other CITY OF JELICO
 - Check one: For Profit ☐ Non-profit ☐
 - Legal Entity checked in 1.a:
Name CITY OF JELICO Phone Number 423-784-6251
Address 410 SOUTH MAIN ST. JELICO, TN. 37762
 - List name(s) and address(es) of individual owners, partners, directors of the corporation, or head of the governmental entity:
MAYOR SANJOY TERRY 531 SOUTH FLORENCE AVE
Name Street City, State, Zip
JELICO, TN. 37762
Name Street City, State, Zip
(If additional space is needed, please use a separate sheet)
- If a government/county owned facility, does the administrator have authority to act on behalf of the government/county as it relates to the operation of this facility? Yes ☒ No ☐

- RDA-10139

- i) convicted of a criminal offense related to that person's involvement in any program under any state or Federal health care program (including Medicare, Medicaid, and Tricare)? Yes ___ No ✓

c. Exclusion

- i) excluded from participation in Federal health care programs (Medicare, Medicaid, CHIP, or Tricare) in the past?

Yes ___ No ✓

(Note: "Excluded" is defined as a provider or entity has been told by the Department of Health and Human Services, Office of the Inspector General (HHS-OIG) that they may no longer be a provider for any federally funded healthcare program).

d. Termination/Suspension

- i) suspended or terminated from participation in Medicare or Medicaid/TennCare programs? Yes ___ No ✓

(Note: This would include involuntary termination of a nursing facility or skilled nursing facility by the Centers for Medicare and Medicaid Services (CMS) or state Medicaid agency).

e. Fraud and Abuse

- i) paid through settlement, or civil or criminal fines, any monies to the federal government or any state as a result of any administrative or judicial proceeding based on allegations of fraud or abuse involving claims related to the provision of health care items and services? Yes ___ No ✓

f. Corporate Integrity Agreement

- i) Is presently an entity covered by and subject the terms of a corporate integrity agreement? Yes ___ No ✓

(Note: If yes, provide a copy of CIA)

g. Bankruptcy

- i) filed bankruptcy under any provision of the United States Bankruptcy Code? Yes ___ No ✓

h. Civil Monetary Penalty (CMP)

- i) paid to the Centers for Medicare and Medicaid Services or any state Medicaid agency a civil money penalty equal to or greater than \$250,000.00 as a result of an enforcement action during a survey? Yes ___ No ✓

VERIFICATION BY NOTARY PUBLIC:

Signee for application certifies that he or she is of responsible character and able to comply with the minimum standards and regulations established by Tennessee pertaining to the type of facility or agency for which application for licensure is made and with the rules promulgated under Tennessee Code Annotated (TCA) § 68-11-201.

Signee also certifies that a policy has been implemented to inform all employees of their obligation under TCA § 71-6-103 to report incidents of abuse or neglect.

Signee acknowledges that the State of Tennessee may share information regarding the activities and compliance of the licensee, if the submitted CHOW application is a lessor and/or lessee transaction as described in the above Ownership of Business section of this application.

Sandy Weaver Terry MAYOR CITY 6/10/2024
Applicant Signature Title or Position Date
SANDY WEAVER TERRY OF JELICO
STATE OF TENNESSEE

County of CAMPBELL

The above-named applicant (print name) SANDY WEAVER TERRY, being by me

duly sworn on his/her oath, deposes and says that he/she has read the forgoing application and knows the contents thereof: that the statements concerning the above named facility or agency, therein contained, are correct and true to his/her own knowledge

Subscribed to and sworn to on this 10th day of June 2024
Month Year

Notary Public:

Brenda Creekmore

My commission expires:

May 19, 2026





Tennessee Department of Health
Cash Listing Report

Client:	343 - DEPARTMENT OF HEALTH	Origin:	Deposit	Fiscal Year:	2024
Batch #:	305	Total \$ Entered:	\$ 1,300.00	Deposit #:	06112024
# Receipt:	1	Receipts Entered:	1	Total:	\$ 1,300.00
				Status:	Deposited

Receipt #	DLN	Received	Disp	Pmt	Bad Check?	Unassigned	Prof	Remitted By / Beneficiary	File #	License #	Assigned
2068		\$ 1,300.00	DEP	CHK		\$ 1,300.00	531	JELLICO REGIONAL HOSPITAL, LLC	7	7	
Total:		\$ 1,300.00				\$ 1,300.00					



State of Tennessee

Health Facilities Commission

665 Mainstream Drive, 2nd Floor, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-7221

MEMO

To: Debra Verna, East Tennessee Regional Office Administrator (emailed)

From: Niraj Soni

Date: June 12, 2024

Subject: CHOW

A change of ownership will be occurred on June 21, 2024 or about City of Jellico, doing business as (d/b/a) Jellico Regional Hospital, located at 188 Hospital Lane, Jellico, Tennessee 37762. This facility was previously owned by Boa Vida Healthcare, LLC (d/b/a) Jellico Regional Hospital, LLC .

Please review your files to determine if there has been a survey conducted within the last fifteen (15) months with no major deficiencies. If a survey has not been conducted due to the facility being accredited, please review the file to determine if there have been any complaints that would prevent a recommendation for approval of the change of ownership at this time.

If you are unable to approve this change of ownership due to the survey being beyond the fifteen (15) months, please schedule an on-site survey as soon as possible.

If you have any questions, please call me at 615-741-7539 or email me at Niraj.Soni@tn.gov.

**OFFICE OF HEALTHCARE FACILITIES, LICENSURE DOES
NOT HAVE TO WAIT FOR AN APPROVED 855 TO MOVE
FORWARD, IF APPLICABLE.**



State of Tennessee
Health Facilities Commission
665 Mainstream Drive, 2nd Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-7221

June 12, 2024

Sent Via Email

Mayor Sandy Weaver Terry
Jellico Regional Hospital, LLC
188 Hospital Lane
Jellico, Tennessee 37762

Dear Mayor Sandy Weaver Terry:

This letter acknowledges receipt of the application and fee for a change of ownership for Jellico Regional Hospital, LLC Hospital, license number 7 located at 188 Hospital Lane Jellico, Tennessee 37762.

A closing document showing the effective date of transfer to the new owner must be submitted to this office after the transaction is finalized. Prior to issuing a license the charter will be verified with the office of the Secretary of State in Tennessee to insure that the legal entity is registered as a Limited Liability Company.

Your application and fee will be held in a pending status until your application is recommended by the regional office for a change of ownership. Once the recommendation for a change of ownership is received from the regional office you will be initially approved and your application will then be presented before the **Board for Licensing Health Care Facilities** for ratification at the next regularly scheduled board meeting.

This application will only be good for one (1) years from the date of receipt. If the change of ownership has not occurred within that one (1) year period you will be required to submit a new application and fee, unless you have contacted our office in writing extending your application.

Should you have any questions or need further assistance please feel free to contact me at (615) 741-7539 and via email Niraj.Soni@tn.gov .

Sincerely,

Niraj Soni

Niraj Soni, ASA 3
Phone: (615) 741-7539
Fax: (615) 253-8798
Email: Niraj.Soni@tn.gov



CHANGE OF OWNERSHIP (CHOW) APPROVAL/DENIAL FORM
(For Health Facilities Commission USE ONLY)

Instructions: This form is to be completed upon receipt of a CHOW application for all facility types. The effective date of a change of ownership will be the date the closing documents are signed & dated by seller/buyer or lessee; or the date recommended by the Regional Office if occurring after the date of the signed closing documents.

Facility Type: Hospital County: Campbell

Facility Name (Current D/B/A): Jellico Regional Hospital

Facility Name (New D/B/A if applicable): _____

Street Address: 188 Hospital Lane

City/State/Zip Code: Jellico, TN 37762

Health Licensure Last Survey Date: 3/7/2024 Annual or Complaint (circle one) Survey

****Review of three (3) year survey history including both annual and/or complaint surveys**

Outstanding Complaint(s) Y or N (circle one; if yes, proceed to next question)

Number of Outstanding Complaint(s): 3

Date(s) of Outstanding Complaint(s): _____

Life Safety Last Survey Date: _____ Annual or Complaint (circle one) Survey

****Review of three (3) year survey history including both annual and/or complaint surveys**

Outstanding Complaint(s): Y or N (circle one; if yes, proceed to next question)

Number of Outstanding Complaint(s): _____

Date(s) of Outstanding Complaint(s): _____

Approved: ✓ Denied: _____

Reason for denial: _____

Recommended CHOW Approval Date: June 21, 2024

Debra Verna / Kim Lane
Regional Administrator Signature

8/27/2024
Date



City of Jellico
Sandy Terry, Mayor

LETTER OF INTENT

410 South Main Street, Jellico, TN 37762
Phone (423) 784-6351 Fax (423) 784-3131
Email: santr1486@gmail.com

June 10, 2024

From: Sandy Weaver Terry, Mayor City of Jellico

410 South Main Street

Jellico Tennessee, 37762

To: Health Facilities Commission

Attention: Niraj Soni, ASA 3

665 Mainstream Drive 2nd Floor, Nashville, Tennessee, 37243

To whom it may concern,

This letter of intent confirms the interest of the City of Jellico in clarifying ownership and full control of the Jellico Regional Hospital license. The city of Jellico owns the Jellico Regional Hospital property, building and all contents. Boa Vida Healthcare has defaulted on their lease agreement to keep a fully operating general hospital in full compliance with CMS and the State of Tennessee by unresolved deficiencies at the highest level of immediate jeopardy, therefore, the City of Jellico respectfully requests a change of ownership. The city requests to transfer ownership of the current existing license of Jellico Regional Hospital from Boa Vida Healthcare to the City of Jellico. This transaction will allow the City of Jellico and Mayor Sandra Terry to recruit and negotiate with other interested parties who are interested in re-opening the facility and providing much needed health care and emergency services to this community.

Completion of this transaction is expected to take place no later than June 21, 2024, following the approval of this request, as the formal 60-day notification period for the hospital license expires on June 22nd, 2024. Please feel free to contact me or Tawnya Brock, RN if there are any questions about this request or if further documentation is needed. I certainly appreciate your guidance and immediate attention to hasten this matter for the benefit of our Jellico community.

Sincerely,

Sandra Weaver Terry, Mayor City of Jellico



City of Jellico
Sandy Terry, Mayor

LETTER OF INTENT

410 South Main Street, Jellico, TN 37762
Phone (423) 784-6351 Fax (423) 784-3131
Email: santr1486@gmail.com

June 10, 2024

From: Sandy Weaver Terry, Mayor City of Jellico

410 South Main Street

Jellico Tennessee, 37762

To: Health Facilities Commission

Attention: Niraj Soni, ASA 3

665 Mainstream Drive 2nd Floor, Nashville, Tennessee, 37243

To whom it may concern,

This letter of intent confirms the interest of the City of Jellico in clarifying ownership and full control of the Jellico Regional Hospital license. The city of Jellico owns the Jellico Regional Hospital property, building and all contents. Boa Vida Healthcare has defaulted on their lease agreement to keep a fully operating general hospital in full compliance with CMS and the State of Tennessee by unresolved deficiencies at the highest level of immediate jeopardy, therefore, the City of Jellico respectfully requests a change of ownership. The city requests to transfer ownership of the current existing license of Jellico Regional Hospital from Boa Vida Healthcare to the City of Jellico. This transaction will allow the City of Jellico and Mayor Sandra Terry to recruit and negotiate with other interested parties who are interested in re-opening the facility and providing much needed health care and emergency services to this community.

Completion of this transaction is expected to take place no later than June 21, 2024, following the approval of this request, as the formal 60-day notification period for the hospital license expires on June 22nd, 2024. Please feel free to contact me or Tawnya Brock, RN if there are any questions about this request or if further documentation is needed. I certainly appreciate your guidance and immediate attention to hasten this matter for the benefit of our Jellico community.

Sincerely,

Sandra Weaver Terry, Mayor City of Jellico

BURRELL & VARSALONA
ATTORNEYS AT LAW

ELIZABETH M. BURRELL
SAL W. VARSALONA

711 S. CHARLES G. SEIVERS BOULEVARD
POST OFFICE BOX 398
CLINTON, TENNESSEE 37717

TELEPHONE (865) 463-6010
FACSIMILE (865) 463-6090

Of Counsel:

WILLIAM R. PRATT*
ELIZABETH HAMBY

*RULE 31 LISTED MEDIATOR

122 WEST CENTRAL AVENUE, SUITE 1
POST OFFICE BOX 465
LA FOLLETTE, TENNESSEE 37766

TELEPHONE (423) 201-9822
FACSIMILE (423) 377-1103

August 16, 2024

Jellico Regional Hospital, LLC
c/o Kirnjot Singh
10996 FOUR SEASONS PL STE 100C
CROWN POINT, IN 46307-7615 USA

**VIA EMAIL and CERTIFIED
MAIL**

Jellico Regional Hospital, LLC
c/o Bob Wade
Nelson Mullins
1222 DEMONBREUN STREET | SUITE 1700
NASHVILLE, TN 37203

Progressive Health, LLC
c/o Julie Wells
PO Box 224
Oxford, MS 38655-0224

Progressive Health, LLC
c/o Quentin Whitwell
265 N Lamar Blvd N.
Oxford, MS 38655

RE: Notice of Default

To Whom it May Concern:

I am writing as the city attorney for the City of Jellico regarding a certain Lease Agreement for the property known as "Jellico Regional Hospital." This letter is intended to serve as a Notice of Default under said Lease Agreement dated April 21, 2021, and later assigned on or about February 15, 2024, by the Board of Mayor and Aldermen for the City of Jellico. It is my understanding there is a dispute regarding the effectiveness of the assignment, so I have included all entities with any alleged interest in the operation of the facility under the original lease or the Assignment. Please direct all future correspondence with regard to these issues to me at my post office address in Clinton, Tennessee, listed above, or by email at elizabeth@fbvlaw.com.

This letter serves as formal notice that Jellico Regional Hospital, LLC, and/or Progressive Health, LLC, is currently in noncompliance with Paragraph IV (4) of said Lease Agreement entitled "Use." More specifically, Jellico Regional Hospital, LLC, and/or Progressive Health, LLC, has allowed the facility to close and said facility is not being operated, or even open, as contemplated in the lease. Accordingly, this letter serves as formal notice under Paragraph XV (15), that if you fail to come into compliance with this section within thirty (30) days of the date of this letter, the Landlord, City of Jellico, will immediately terminate the lease.

I would prefer to terminate the lease with the consent of the parties without waiting for the thirty (30) day "cure period" as all parties have acknowledged they have no interest in the continued operation of the hospital. Please advise if you are willing to enter into a mutual release of the lease. Furthermore, the utilities were disconnected by either Jellico Regional Hospital, LLC and/or Progressive Health, LLC, which is untenable given the nature of the facility. The City of Jellico has reconnected the utilities and provided security for the facility during the transition period until the lease is terminated – which frankly should be the responsibility of the entity who is responsible for the lease. The City of Jellico would cooperate to allow access to retrieve property still in the facility. Please advise your position as to the above.

Very truly yours,

BURRELL & VARSALONA

Elizabeth M. Burrell

EMB:emb

cc: Sandy Terry

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 2021, by and between the City of Jellico, Tennessee, (hereinafter collectively called "LESSOR") and Jellico Regional Hospital LLC, a Texas limited liability company, (hereinafter called "LESSEE"). Both LESSOR and LESSEE shall be called the "Parties."

WITNESSETH:

WHEREAS, the City of Jellico, Tennessee, acting by and through its Mayor and Board of Aldermen has sought and received Federal funds under the Hill-Burton Act and the Appalachian Regional Development Act, as well as issuing General Obligation Bonds and has applied funds to the construction and equipment of a hospital and related facilities to provide healthcare and,

WHEREAS, Jellico Regional Hospital LLC, is a limited liability company, organized under the laws of the State of Texas for the purpose of operating a hospital and related facilities; and,

WHEREAS, Jellico Regional Hospital LLC, is possessed of the skills, methods, and systems necessary to operate and maintain a high quality hospital facility such as is contemplated by the people of Jellico, Tennessee and the Mayor and Board of Aldermen of the City of Jellico; and,

WHEREAS, The City of Jellico through its Mayor and Board of Aldermen recognize that association of the hospital with LESSEE is desirable and is in the best interest of the people of the City of Jellico, Tennessee;

NOW, THEREFORE, in consideration of the agreements hereinafter contained, the parties agree, as follows:

I. LAND AND BUILDING

Effective as of the effective date of this agreement, LESSOR agrees to lease to LESSEE for its exclusive use under the provisions of this agreement the land and structure(s) thereon described on **Exhibit A** attached hereto (the "Premises").

II. TERM OF AGREEMENT

The term of this agreement shall be for a period of twenty (20) years from and after the effective date hereof.

III. LESSOR'S COMPENSATION

As full rent for the Premises and all facilities leased hereunder by LESSOR, LESSEE agrees to

pay to LESSOR the sum of One Dollar (\$1.00) per year payable yearly in advance.

IV. USE

(1) To operate the facilities located on the Premises as an acute care hospital for the care of persons suffering from illness or disabilities which require that the patients receive hospital care consistent with the current standards of delivery of health care by similarly situated hospitals. (a)

Hospital shall mean a facility meeting one of the following definitions: (i) A hospital that provides inpatient medical care and other related services for surgery, acute medical conditions or injuries (usually for a short term illness or condition), or in the alternative,

(ii) An acute general hospital is an institution whose primary function is to provide inpatient diagnostic and therapeutic services for a variety of medical conditions, both surgical and non-surgical, to a wide population group. The hospital treats patients in an acute phase of illness or injury, characterized by a single episode or a fairly short duration, from which the patient returns to his or her normal or previous level of activity.

(2) To carry on any educational activities which, in the opinion of the LESSEE, may be justified by the facilities, personnel, funds, or other requirements that are or can be made available.

(3) To promote and carry on any scientific research related to the care of the sick and injured insofar as, in the opinion of LESSEE, such research can be carried on in or in connection with the hospital.

(4) To participate, so far as circumstances in LESSEE's opinion may warrant, in any activity designed and carried on to promote the general health of the community and area.

(5) LESSEE shall conduct and operate said facilities in a lawful, proper, and reputable manner and comply with all lawful ordinances, regulations, and Laws of Tennessee and all orders of legislative, administrative (including applicable federal administrative agencies), or judicial bodies or officers lawfully exercising any authority or power of regulation or supervision over LESSEE and the facilities and the use and operation thereof.

(6) LESSEE shall, during the term of this lease, maintain the present building as a hospital only. In the event additions to the existing structures or other facilities are needed, which in the LESSEE's opinion cannot be financed out of operating revenues, the matter shall be submitted for mutual discussion and resolution by the parties. If an agreement is not reached, the proposal shall be dropped.

V. WARRANTY OF QUIET POSSESSION

LESSOR warrants that it owns the facilities and has full, unrestricted, lawful right to enter this lease and during its term, the uninterrupted right of use and possession of the facilities to the LESSOR.

VI. MEDICAL STAFF

The parties agree that adequate medical staffing is essential to the proper operation of the Facility as a hospital. Accordingly, it is agreed that at all times there shall be adequate medical staff for the operation of an acute care hospital.

VII. ACCREDITATION

(1) The parties agree that at all times the hospital shall be operated by the standards of The Joint Commission on the Accreditation of Hospitals (JCAH), DNV GL Healthcare or another national accreditation body, or its successor body. In the event JCAH, DNV GL Healthcare or another accreditation body ceases to accredit the hospital LESSEE shall have four years in which to regain accreditation, after which time, if approval has not been given by the JCAH, DNV GL Healthcare or another accreditation body then this agreement may be terminated by either party.

(2) Full approval for Medicare (or National Health Insurance) by the appropriate federal and state authorities shall be acceptable instead of JCAH, DNV GL Healthcare or another accreditation body accreditation, provided accreditation JCAH, DNV GL Healthcare or another accreditation body is not reasonably obtainable and LESSEE makes application at least once each five year period.

VIII. FURNITURE, FIXTURES, FURNISHINGS, AND EQUIPMENT

(1) Effective as of the effective date of this lease, LESSOR agrees to furnish to LESSEE for its use under the provisions of this lease, all furniture, fixtures, furnishings, and equipment then located on the Premises furnish under Article I hereof, as scheduled on **Exhibit B** attached hereto.

(2) LESSEE shall, at its expense, keep and maintain all such furniture, furnishings, fixtures, and equipment in good order and condition and reasonably suitable for use, ordinary wear and tear alone excepted. It is understood that these items will wear in use, become obsolete, or for other reasons need to be replaced. Accordingly, it is agreed that within the limits of funds reasonably available from operation of the Facility, LESSEE, in the normal course of operation will when cash flow permits, fund depreciation in order to replace such items from time to time with other property to the end that the facilities shall be fully and adequately equipped. Such worn out or obsolete items may be disposed of by LESSEE in such a manner as the LESSEE deems appropriate without LESSOR's consent. Upon termination of this lease, all furniture, furnishings, fixtures and equipment on the premises shall be the

property of the LESSOR in full substitution for that furnished at the effective date of this lease.

(3) In lieu of purchase of items, LESSEE may in its discretion lease or finance on installment loan arrangements, such items as are economically expedient and consistent with funds available and general standards of hospital operations.

(4) All equipment, furniture, fixtures and furnishings purchased by LESSEE with funds not arrived at by operation of or depreciation on LESSOR's property, shall belong to LESSEE and must be removed from the Facility within sixty (60) days of termination of this lease.

IX. MAINTENANCE OF PREMISES

(1) LESSEE shall, at its expense, keep the Premises in reasonably good order, condition, and repair during the entire term of this lease, subject to reasonable wear and tear. LESSEE shall maintain and keep in reasonably good order and repair the structural condition of all parts of the facilities located on the demised Premises, except such parts that may be covered under a warranty or guaranty to LESSOR from the contractor or supplier during the term of said warranty or guaranty. LESSEE shall, at its expense, maintain the grounds and Premises and shall replace all broken glass or fixtures or furnishings with other articles of a similar or better kind and quality as those being replaced.

(2) LESSOR, or its authorized representatives, shall be given the right to inspect the Facilities and furnishings, or any part or replacements thereof, at any and all reasonable times, for the purpose of determining what repairs, or replacements, if any, are necessary, or for any other proper purpose whatsoever. Upon termination of this lease by lapse of time or otherwise, LESSEE shall yield up the facilities to the LESSOR in as good repair and working order and condition as when received by LESSEE, ordinary wear and tear excepted.

(3) LESSEE shall promptly pay all contractors and materialsmen so as to minimize the possibility of a lien attaching to the premises, and should any such lien be made or filed, LESSEE shall bond against or discharge the same within ten (10) days after written request by LESSOR.

X. UTILITIES

(1) LESSEE shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed at the Premises.

XI. ALTERATIONS

During the term of this lease, LESSEE may improve, alter, remodel, repair, and make additions to the Facility; however, all improvements, alterations, additions, and repairs made to the premises or

buildings, during the term of this lease shall, at the expiration of the lease, become the property of the LESSOR, its successors and assigns, without cost to LESSOR; and further all repairs, improvements and/or alterations shall be performed in accordance with all applicable State, Federal and local laws.

XII. INSURANCE

(1) The LESSEE shall procure on or prior to the effective date of this lease, and maintain continuously during the entire term hereof, fire, windstorm, and extended coverage insurance on the Premises and the facilities and its contents in such amounts as may be established by competent appraisal as necessary, provided, however, such insurance may be part of a "master" or "blanket" policy covering and insuring other properties of LESSEE. During the entire term thereof, LESSEE further agrees that it will suffer nothing to remain on or about the Premises which will invalidate such insurance or any part thereof.

(2) LESSEE shall, during the entire term hereof, keep in full force and effect, a policy of public liability and property damage insurance with respect to the Premises, and the business operated by the LESSEE in which the limits of public liability shall not be less than those maintained by LESSEE in the operation of its other Tennessee facilities.

XIII. INDEMNIFICATION OF LESSOR AND LESSEE

(1) LESSEE will indemnify LESSOR and save LESSOR harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by LESSEE of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of LESSEE, its agents, contractors, employees, or servants arising from and after the effective date of this lease.

(2) LESSEE agrees to indemnify and save harmless the LESSOR against any and all claims arising from the conduct or management of, or from any work or thing whatsoever done in or about the Premises, or any building or structure thereon, or the equipment thereof, subsequent to the effective date of this lease or which may arise subsequent thereto; any condition of any street or sidewalk adjoining the Premises; or arose from an action or negligence of LESSEE, its agents, contractors, employees, or arose from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporation, or corporations, incurred prior to the effective date of commencement of this lease on, in, or about the Premises and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or any

proceedings brought thereon.

(3) LESSEE agrees to indemnify and save harmless the LESSOR against any and all claims arising from any cost deficiency audits of Medicare or Medicaid or other third party re-imbursement contracts or from refunds demanded by any patient treated subsequent to the effective date of this lease.

XIV. DESTRUCTION OF THE PREMISES

Should the building or buildings upon the Premises be partially or totally destroyed by fire or other insured cause or non-insured cause, LESSEE shall repair the damage and/or restore the building or buildings to such condition as their then use immediately prior to such casualty; provided that if at such time rebuilding is not economically feasible or then not desirable in view of the then existing system of health care delivery, such rebuilding shall not occur and the proceeds of insurance shall be the property of LESSOR, except proceeds of insurance on LESSEE's property shall be paid to LESSEE, and this lease shall be terminated.

XV. EVENTS OF DEFAULT

Each of the following events shall be deemed an "Event of Default" under the terms of this lease:

- (1) LESSEE becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for benefit of creditors, or permits the Leased Premises of the leasehold estate created hereby to be taken on execution or other process of law in any action against such party.
- (2) LESSEE files a petition, or a petition is filed against such party, under any section or chapter of the United States Bankruptcy Code (Title 11 of the United States Code), as amended, or under any similar law or statute of the United States or any State thereof; or such party is adjudged bankrupt or insolvent in any proceedings filed against such party.
- (3) A receiver or trustee is appointed for all or substantially all of the assets of LESSEE.
- (4) LESSEE fails to comply with any term, provision, or covenant of this lease and does not cure such failure within thirty (30) days after written notice thereof to such party from the other party. If a longer period of time to cure a failure is reasonably necessary, then the parties may agree, in writing, to such longer period of time to cure any failure as may be deemed appropriate.

XVI. REMEDIES IN THE EVENT OF DEFAULT

Upon the occurrence of any Event of Default described in Section Fifteen (15), the non-defaulting party shall have the option to pursue one of the following remedies without any notice or

demand whatsoever:

(1) Terminate this Lease, in which event LESSEE shall immediately surrender the Leased Premises to LESSOR and neither party shall have any further obligation or liability to the other party (except for obligations or liabilities arising prior to the effective date of such termination).

(2) Maintain the Lease in full force and effect and do whatever the defaulting party is obligated to do under the terms of the Lease. And the defaulting party agrees to reimburse the non-defaulting party on demand for any expenses that the non-defaulting party may incur in thus effecting compliance with the defaulting party's obligations under the Lease, and the defaulting party further agrees that the non-defaulting party shall not be liable for any damages resulting to the defaulting party from such action, whether caused by the negligence of the non-defaulting party or otherwise.

(3) Pursuit of either of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or available in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amounts due to the non-defaulting party hereunder or of any damages accruing to the non-defaulting party by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by either party of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. If, on account of any breach or Event of Default by either party under or with respect to the terms and conditions of this Lease, it shall become necessary or appropriate for the non-defaulting party to employ or consult with an attorney to enforce or defend any of the non-defaulting party's rights or remedies hereunder, the defaulting party agrees to pay any reasonable attorney's fees incurred.

XVII. INSOLVENCY OF LESSEE

LESSEE agrees that in the event of the insolvency of the LESSEE, or the adjudication of the LESSEE as bankrupt upon voluntary or involuntary petition, or in the event of a partial assignment for the benefit of creditors being made by the LESSEE, or if by operation of law or any legal process, this agreement be transferred, assigned, or sold, without the written consent of the LESSOR then the LESSOR shall have the right to immediately terminate this agreement.

XVIII. CONTRACTS WITH SPECIALISTS

It is agreed that the LESSEE shall have the right and privilege to contract with specialists, individuals or corporations to further provide adequate personnel for quality medical services for the

community and the area; and to rent space on the premises for use by such entities.

XIX. LIABILITY

All costs and expenses, including capital costs prior to the effective date of this lease will be and remain the liability of the LESSOR and LESSOR agrees to indemnify and save LESSEE harmless for all such costs and expenses. Likewise, all costs and expenses arising after the effective date of this lease and during its term shall be the sole obligation of LESSEE and LESSEE agrees to indemnify and save harmless LESSOR from all such costs and expenses.

XX. AUTHORITY OF LESSEE

- (1) It is recognized that delivery of health care is a constantly changing field which requires change in type and methods of delivery of service, continuous control of personnel and of medical standards. Accordingly, LESSOR expressly delegates to LESSEE the exclusive determination of what type and method of medical services shall be rendered at the Facility, subject to the requirements of the use clause; hiring and firing of all personnel and establishment of such policies in relation thereto as LESSEE may determine; establishment of policies, procedures, and practices of the medical staff as it shall determine; and establishment of charges for services which from time to time it shall deem reasonable and necessary to maintain the financial stability of the operation. This listing is by way of illustration and not exclusive, it being agreed that in the operation of the Facility, LESSEE shall be vested with all authority to the same extent as if owned by LESSEE unless otherwise limited by the express terms of this lease.
- (2) Recognizing that substantial sums were contributed by the Federal Government toward initial construction of the Jellico Municipal Hospital in the form of grants under the Hill-Burton Act and Appalachian Regional Development Act, LESSEE agrees that it will operate the Facility in compliance with all conditions and stipulations contained in said grant awards and in compliance with all valid regulations governing the use and operation of such Federally funded hospital toward the end that the status of such grants will not be jeopardized, provided that LESSEE will be given notice of any alleged violation of this provision and a reasonable opportunity to correct any such failure and provided further that no requirement or condition in this agreement shall in any way directly or indirectly affect LESSEE'S operation of its other Facilities.
- (3) In compliance with Condition 4 of the Appalachian Regional Commission Grant No. 04-H-

000-784 LESSEE will cause the Premises to participate as a secondary hospital that will serve as back-up to the primary care clinics in the medical service area of the Facility. Such hospital services shall include, but not be limited to, an exchange of copies of patients' medical records where authorized by the patient and admission of primary care clinic patients requiring acute care; provided, however, LESSEE shall not be required to render acute care at the Facility without adequate compensation, when such free service would be in excess of that required by valid regulations under the Hill-Burton Act.

XXI. CONSUMABLE SUPPLIES

As of the effective date of this lease, or soon thereafter, an inventory shall be taken if needed by LESSEE.

XXII. ACCOUNTS RECEIVABLE

It is understood that LESSOR does not hold any accounts receivable from prior operations.

XXIII. VOLUNTARY TERMINATION

(1) It is agreed by and between all the parties that LESSEE shall have the right of termination accruing on each anniversary of this lease and such right of termination shall be deemed exercised by giving notice in writing one (1) year before such anniversary.

(2) Such right of termination shall not be in exclusion of any right or option to terminate under other provisions of this lease, but shall be in addition to any such right or option and shall be exercisable without cause shown.

(3) Upon termination for whatever reason, neither party shall have any liability to the other party of any kind for operation or otherwise after such effective date of termination.

XXIV. NON-ASSIGNMENT

(1) LESSEE shall not assign the hospital or additions thereto in whole or in part without first obtaining the written consent of the LESSOR except that LESSOR expressly authorizes LESSEE to assign this lease in whole or in part to a non-profit corporation created by LESSEE for the purpose of operating the Jellico Facility provided that LESSEE shall remain firmly bound to the LESSOR for the faithful performance of all the terms, conditions and obligations as set forth in this agreement; and all other buildings may be assigned, provided that said building or buildings are used as provided in the provisions of this lease, without the written consent of the LESSOR.

(2) LESSEE may purchase additional real property to utilize in connection with the operation of the Facility and at the termination of this lease then said real property and personal property used in connection therewith shall belong to LESSEE without any claim by LESSOR.

XXV. NAME PLATES

LESSEE agrees that all commemorative name plates shall remain in place and shall not be removed, destroyed or defaced without the written consent of LESSOR.

XXVI. WAIVER OF BREACH

The waiver by LESSOR of any breach of any covenant or covenants of this lease shall be limited to the particular instance and shall not operate nor be deemed to waive any future breaches of the same covenant or covenants; nor of any other covenant of covenants.

XXVII. COVENANTS RUN TO ASSIGNS AND SUCCESSORS

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements, and undertakings contained in this lease shall extend to and be binding upon the respective successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; and, also, that the terms LESSOR and LESSEE shall be construed in the singular or plural number according as they respectively represent one, or more than one person.

XXVIII. AGREEMENT ALL-INCLUSIVE

This instrument contains the entire agreement between the parties hereto and no representation nor statement not herein contained shall vary or modify this lease in anywise, and this lease shall not be effective between the parties until the execution thereof.

XXIX. FORCE MAJURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, medical staff boycott, harassment by medical personnel or medical staff, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then the performance of such acts shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of such delay,

except for payment of monies as herein provided.

XXX. CAPTIONS AND NUMBERS

The captions, section numbers and article headings appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this lease nor in any way affect this lease.

XXXI. TOTAL OR PARTIAL INVALIDITY

If any term, covenant or condition of this lease shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

XXXII. LOCAL ADVISORY COMMITTEE

Within one year from the effective date of this lease an Local Advisory Committee of not less than three (3) members shall be established, the members of which shall be appointed from the medical service area of the Facility by the LESSEE. One member of the Advisory Board shall be the CEO/Administrator or the Chief of the Medical Staff of the Jellico Facility by virtue of his position.

XXXIII. KENTUCKY RESIDENTS

LESSEE will not deny the use of the Facility to residents of the Commonwealth of Kentucky solely on the basis of the place of patient's residence.

XXXIV. NOTICE

All notices required to be given hereunder shall be given in writing and shall be sent by registered or certified mail, postage prepaid:

As to LESSOR: Mayor and Board of Aldermen
City of Jellico
410 South Main Street
Jellico, TN 37762

As to the LESSEE: Jellico Regional Hospital LLC
Attn: Kirnjot Singh, MD
Boa Vida Healthcare, LLC

10996 Four Seasons Place, 100A
Crown Point, IN 46307

or such other address as LESSEE may hereafter designate in writing. If given, as provided herein, such notices shall be deemed and treated to have been delivered on the date of mailing.

XXXV. INDIGENT CARE.

LESSEE hereby agrees to provide indigent care for the indigent sick of Campbell County, TN, the City of Jellico, TN and Whitley County, Kentucky in generally the same types and amounts of services as is currently provided those patients that have insurance, but in no event less than is required by law. The indigent sick shall mean those patients who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan under this title.

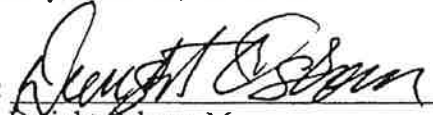
XXXVI. CONFIDENTIALITY, NON-DISCLOSURE

The Parties agree to treat confidentially and not to disclose to anyone, other than authorized by the terms of this Agreement, any and all information which has been or may be furnished to it by the other Party or its representatives, either in writing or orally, together with any analysis, compilations, studies, or other documents or records prepared by either Party or its representatives which contain or otherwise reflect or are generated from such information, whether such information is furnished before, concurrently with, or after the date of execution of this Agreement, including, without limitation, any and all conversations or discussions with representatives of either Party.

XXXVII. COUNTERPARTS

This Agreement may be signed 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. Either Party may execute this Leased using an "electronic" (PDF, facsimile, etc.) signature, which signature shall have the same force and effect as if it were manually executed.

The City of Jellico, Tennessee

By: 
Dwight Osborn, Mayor

Attest:

Marsha Bruce
Marsha Bruce, City Recorder

LESSEE: Jellico Regional Hospital LLC

By: [Signature]

Title: President

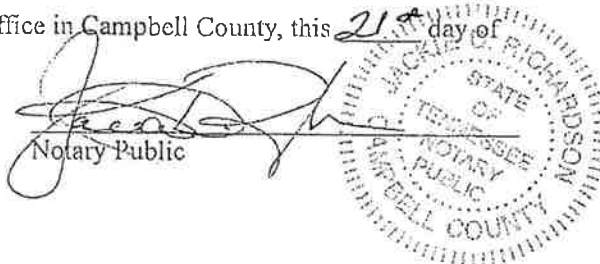
Attest:

N.A.
Secretary

STATE OF TENNESSEE
SS:
COUNTY OF CAMPBELL

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Dwight Osborn and Marsha Bruce, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Mayor and City Recorder respectively of the City of Jellico, Tennessee, the within named bargainor, a corporation, and that they as such Mayor and City Recorder being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as Mayor and City Recorder.

WITNESS my hand and official seal at office in Campbell County, this 21st day of April, 2021.



My Commission Expires: 04/10/2023

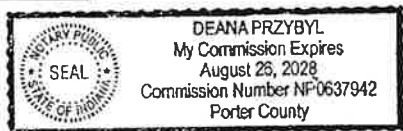
STATE OF Indiana

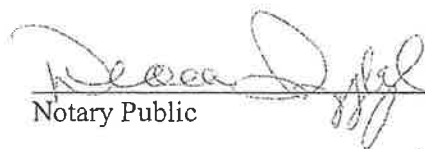
COUNTY OF Dexter

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Kirnjot Singh, MD and N.A.

with whom I am personally acquainted, and who upon oath acknowledged themselves to be the President and Secretary respectively of Jellico Regional Hospital LLC, the within named bargainor, a limited liability company, and that they as such President and Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by themselves as President and Secretary.

WITNESS my hand and official seal at office in Lake County, this 20th day of April, 2021.




Notary Public

My Commission Expires: 8/26/28

the day and year first above written.

Signed, sealed and delivered in the presence of

s/ Noah Wright (L.S.)

S/ Sarah Hutson Wright (L.S.)

STATE OF TENNESSEE,)
COUNTY OF CAMPBELL.) SS.

Personally appeared before me, E. A. Baird, a Notary Public of said County and State, the within named bargainers, Noah Wright and wife, Sarah Hutson Wright with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 27th day of March A.D. 1963 .

My Commission Expires January 26, 1964.

(SEAL)

s/ E. A. Baird, Notary Public

Recorded June 15, 1963

Received June 15, 1963

At--8:30--O'Clock--A.M.

For Seal E. A. Baird REGISTER

PAUL M. RAINES, ET UX

TO

GREENBERRY SILCOX, ET UX

THIS INDENTURE, made this 31 day of May A.D. 1963 between Paul M. Raines and wife Freida M. Raines of Jellico, in the State of Tennessee of the first part, and Greenberry Silcox and wife Miamie Silcox of Jellico, Tennessee of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three thousand (\$3,000.) Dollars to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged have granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the said parties of the second part, the following described premises to wit, situated in District No. Five (5) of Campbell County, Tennessee, in what is known as Tannery Hollow, bounded and described as follows, to-wit:

BEGINNING on a stone 24 feet Heffernan Ross corner; thence South 188 feet to an old haul road; thence West with haul road 209 feet to a stone; thence northeast 272 feet to a stone; thence Northeast 142 feet to the Tannery Hollow Road; thence up the Tannery Hollow Road 209 feet to the beginning corner, containing two acres, more or less.

BEING the same property which was conveyed to the Grantors by Carl Z. Ward et ux by deed dated October 8, 1960, and recorded in the Register's Office at Jacksboro, in Book of Deeds 139, Volume one, page 87.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein. TO HAVE AND TO HOLD the said premises to the said parties of the second part, their heirs and assigns forever.

And the said parties of the first part for themselves and for their Heirs, Executors and Administrators do hereby covenant with the said parties of the second part their heirs and assigns that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all incumbrances and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

U. S. REVENUE
FOR \$ 40.00
ATTACHED TO RETURN

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

s/ Paul Rains (L.S.)

s/ Freida M. Rains (L.S.)

STATE OF TENNESSEE)
) SS.
 CAMPBELL COUNTY)

Personally appeared before me John Grady O'Hara a Notary Public in and for said County the within named bargainor Paul Rains and his wife Freida M. Rains with whom I am personally acquainted, and acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this 31 day of May A.D. Nineteen Hundred and sixty-three.

My commission expires November 10, 1963 (SEAL)

s/ John Grady O'Hara
Notary Public

Recorded June 18, 1963

Received June 15, 1963

At--8:30--O'Clock--A.M.

Estelle J. Wilson REGISTER

JOE C. DOBSON, ET UX

TO

PAUL D. SIMPSON, ET UX

THIS INDENTURE, made this 13th day of June, A.D. 1963 between Joe C. Dobson and his wife, Bessie G. Dobson, of Jellico, Campbell County, in the State of Tennessee of the first part, and Paul D. Simpson and his wife, Linda P. Simpson, of Jellico, Campbell County, Tennessee, of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Eighteen Hundred (\$1,800.00) Dollars to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged have granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the said parties of the second part, the following described premises, to wit, situate in District No. Five (5) of Campbell County, Tennessee, in the City of Jellico, and more particularly described and bounded as follows:

Beginning on a stake in the north edge of Poplar Street, a corner of Austin (now Petrey); thence Southeastwardly with said Poplar Street 98-2/3 feet to a stake in the west line of a cross street; thence Northwardly with said street 132 feet to a stake; thence Northwestwardly with the Arthur Givin (now Davis) and Mrs. John Arnold line 70 feet to a stake in the Austin (now Petrey) line; thence with said line Southwardly to the beginning.

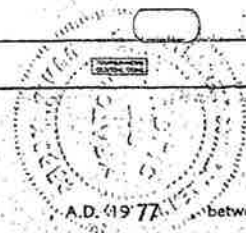
This being the same property conveyed by Herman K. Trammel, Jr., et al. to Joe C. Dobson, et ux, by deed dated January 19, 1943, of record in the Register's Office of Campbell County, Tennessee, in Deed Book No. 99, Vol. One, Page 318.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein. TO HAVE AND TO HOLD the said premises to the said parties of the second part, their heirs and assigns forever.

And the said parties of the first part for themselves and for their Heirs, Executors and Administrators do hereby covenant with the said parties of the second parties heirs and assigns that they are lawfully seized in fee simple of the premises above conveyed and that they have full power authority and right to convey the same, that said premises are free from all incumbrances and that they will forever warrant and defend the said premises and the title thereto against the lawful claims

U. S. REVENUE
FOR \$ 22 AND 30
ATTACHED TO THIS INSTRUMENT

WARRANTY DEED



This Indenture, Made this 24th day of February
Greenberry Silcox, and wife, Minnie Silcox

of Campbell in the State of Tennessee

of the first part, and

Edward B. Hughes and wife, Leona Hughes

of Campbell County, Tennessee

of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and the exchange of real property

to have in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged,

STATE OF TENNESSEE, CAMPBELL COUNTY

foregoing instrument and certificate were noted in Note Book 10, Page 345 At 10:20 O'clock AM Feb. 25 1977
recorded in WD Book 225, Series Page 748 State Tax Paid \$28.80 Fee 2.00 Recording Fee 4.00 Total \$26.80

Witness My hand.

Record No. 9040

Ronnie C. Branan

has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell, and convey unto the said

parties of the second part, the following described premises, to wit, situate in District No.: Five (5) of Campbell County, Tennessee, in what is known as Tannery Hollow, bounded and described as follows:

BEGINNING on a stone 24 feet Heffernan Ross corner; thence South 188 feet to an old haul road; thence West with haul road 209 feet to a stone; thence northeast 272 feet to a stone; thence Northeast 142 feet to the Tannery Hollow Road, thence up the Tannery Hollow Road 209 feet to the beginning corner, containing two acres, more or less.

This being the same property which was conveyed to the Grantors by Paul M. Raines et ux by deed dated May 31, 1963, and recorded in Register's Office at Jacksboro, Tennessee, in Book of Deeds 145, Volume one, page 283.

There is excepted from this conveyance that portion of the above described property which was conveyed by the Grantors to Jellico Community Hospital, Inc. by deed dated July 1, 1976 and recorded in the Register's Office for Campbell County, Tennessee in deed book 222, page 825.

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 8,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. Edward B. Hughes

Subscribed and sworn to before me this the 24th day of February 1977

My commission expires October 12, 1980

Notary Public

This instrument prepared by Don R. Moses, Attorney Address P. O. Box 67, Jellico, Tennessee 37762
Name of person or agency responsible for the payment of the real property taxes.

Name Edward B. Hughes Address Route 1, Box 52, Jellico, Tennessee 37762

748

676



with the hereditaments and appurtenances thereto appertaining; hereby releasing all claims to homestead and dower therein.

To have and to hold the said premises to the said parties of the second part, their heirs and assigns forever.

And the said parties of the first part, for themselves and for their heirs, executors and administrators, do ~~SS~~ hereby covenant with the said parties of the second part, their heirs and assigns, that they are lawfully seized in fee-simple of the premises above conveyed, and ~~has~~ have full power, authority and right to convey the same; that said premises are free from all encumbrances;

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

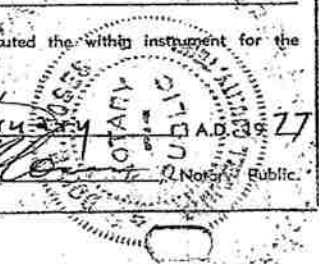
In Witness Whereof the said parties of the first part have hereunto set their hand S and seal the day and year first above written.

Signed, sealed and delivered in presence of:

Green Berry Silcox (L. S.)
Minnie Silcox (L. S.)
 _____ (L. S.)
 _____ (L. S.)

STATE OF Tennessee
Campbell County } ss.
 Personally appeared before me, Don R. Moses, a Notary Public in and for said County, the within named bargainors Greenberry Silcox and wife, Minnie Silcox
 with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 24th day of February A.D. 1989
 My Commission Expires October 12 1989



WARRANTY DEEDThis Indenture, Made this 17th day of June, A.D. 19 77 between**EDWARD B. HUGHES and wife, LEONA HUGHES**of Campbell County in the State of Tennessee

of the first part, and

JELICO COMMUNITY HOSPITAL, INC., a private, not for profit corporation with offices in Jellico, Tennesseeof Campbell County, Tennessee

of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One (\$1.00) dollar and other good and valuable consideration

to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged,

Tennessee, Campbell County

The instrument and certificate were noted in Note Book 10, Page 381 At 1:30 clock P M June 20 19 77
in W.D. Book 227 Series 618 State Tax Paid \$ — Fee 1.50 Recording Fee 4.00 Total \$ 5.50No. 10852Ronnie C. Brannon
Notary Public

have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell, and convey unto the said

party of the second part, the following described premises, to wit, situate in District No.: Five (5) of Campbell County, Tennessee and being inside City of Jellico on the Western side of Tanner Hollow Road and beginning more particularly described:Beginning on a iron pin corner of Tanner Hollow Road and a 20 ft. alley: Thence S 49.14 W 30.76 ft. to a stake: Thence N 46.41 W 196.55 ft. to a stake: Thence N 49.14 E 140.68 ft. to an iron pin in Tanner Hollow Road: Thence 16.8 E 215.07 ft. to the beginning corner.For further reference see Deed Book No 145 Page 283 and Deed Book No. 225 Page 748 in the Register's Office of Campbell County, Tennessee.I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 23,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.Subscribed and sworn to before me this the 20th day of June

My commission expires

My Commission Expires
Feb. 24th. 1979

Notary Public

This instrument prepared by Don R. Moses, Atty. Address P. O. Box 67, Jellico, Tennessee
Name of person or agency responsible for the payment of the real property taxes.Name Jellico Community Hospital, Inc. Address P. O. Box 118, Jellico, Tennessee 37762 618

And the said parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant with the said party of the second part, its heirs and assigns, that they are lawfully seized in fee-simple of the premises above conveyed, and have full power, authority and right to convey the same; that said premises are free from all encumbrances;

In Witness Whereof the said parties of the first part have hereunto set their hand S and sealS the day and year first above written.

Edward B. Hughes (S.)
Learna Hughes (L. S.)

Personally appeared before me, Don R. Moses, a Notary Public in and for
said County, the within named bargainors Edward B. Hughes and wife, Leona Hughes

Witness my hand and official seal at office this 17th day of June, A.D. 19 67

My Commission Expires October 12, 19 80  Notary Public

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Rennova Health, Inc. 400 South Australian Ave., 8 th Floor West Palm Beach, FL 33401	Tax Parcel Nos: 011 007.00 000011 and 011 006.00 000011	New Owner

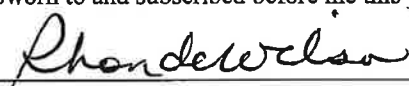
This instrument prepared by: John N. Popham, Bass Berry & Sims, PLC, 150 Third Avenue South, Suite 2800, Nashville, TN. 37201

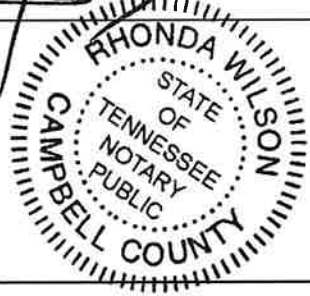
STATE OF Tennessee
COUNTY OF Campbell

The actual consideration for this transfer or value of the property, whichever is greater, is \$54,000.00.


Affiant

Sworn to and subscribed before me this 19 day of April, 2019.


Notary Public
My Commission Expires: 3-28-2020



SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **Jellico Community Hospital, Inc.**, a Tennessee non-profit corporation ("Grantor"), has bargained and sold, and by these presents transfers and conveys to **Rennova Health, Inc.**, a Florida corporation ("Grantee"), the parcels of real property located in Campbell County, Tennessee and more particularly described in Schedule 1, which is attached hereto and incorporated herein by reference (collectively, the "Property"), together with all improvements, any construction in progress, and any other buildings and fixtures located on said real property, all rights, privileges and easements appurtenant to said real property, and all of Grantor's interest, if any, in the land lying beneath the roads and rights-of-way adjoining the real property.

This is unimproved property located on Hospital Lane, Jellico, Campbell County, Tennessee.

This conveyance of the Property is made subject to the matters described on Schedule 2, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to Grantee, Grantee's successors and assigns, forever.

AND GRANTOR covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but no further or otherwise, except (i) claims arising out of the Permitted Encumbrances and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 28 day of February, 2019, to be effective the 15th day of MARCH, 2019.

BK/PG: W521/173-176

19001887

4 PGS:AL-SPECIAL WARRANTY DEED	
ANGIE BATCH: 96622	04/24/2019 - 01:20 PM
VALUE	54000.00
MORTGAGE TAX	0.00
TRANSFER TAX	199.80
RECORDING FEE	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	222.80
STATE OF TENNESSEE, CAMPBELL COUNTY	
JUNE TURNER	
REGISTER OF DEEDS	

GRANTOR:

Jellico Community Hospital, Inc., a
Tennessee non-profit corporation

By:

Name:

Title:

Joe D. Thomson
Joe D. Thomson
President

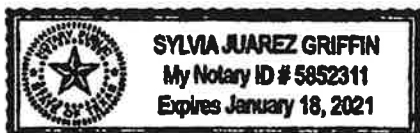
Texas
STATE OF ~~TENNESSEE~~)
COUNTY OF Collin)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid Joe D. Thomson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she is the President of Jellico Community Hospital, Inc., a Tennessee non-profit corporation, the within named bargainor, and that he/she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such President.

WITNESS my hand, at office, this 28th day of February, 2019.

[Signature]
Notary Public

My Commission Expires: 1/18/21



SCHEDULE 1

LEGAL DESCRIPTION

Parcel One:

Hospital Lane: 011 00700 0000

Land situated in District No. Five (5) of Campbell County, Tennessee and being inside the City of Jellico on the Western side of Tanner Hollow Road and being more particularly described as follows:

Beginning on a iron pin corner of Tanner Hollow Road and a 20 ft. alley: Thence S 49 14 W 30.76 ft. to a stake: Thence N 46 41 W 196.55 ft. to a stake: Thence N 49 14 E 140.68 ft. to an iron pin in Tanner Hollow Road: Thence 16 8 E 215.07 ft. to the beginning corner.

Being the same property conveyed to Jellico Community Hospital, Inc. by deed from Edward B. Hughes and wife Leona Hughes dated June 17, 1977 and recorded in the Register's Office for Campbell County, Tennessee in Deed Book 227, page 618.

Parcel Two:

Hospital Lane: 011 00600 0000

Land situated in District No. Five (5) of Campbell County, Tennessee bounded and described as follows:

Beginning at a point in the northwest line of the 20 ft. alley, being the southern corner of the 0.384 acre tract reserved by Greenberry Silcox, said point of beginning bears S. 49 14 W. 30.76 ft. from an iron pin, at the intersection of the northwest line of the said 20 ft. alley with the western line of the Tannery Hollow Road; thence leaving the Greenberry Silcox 0.384 acre tract and running with the northwest line of the said 20 ft. alley, S. 49 14 W. 165.24 ft. to a point, a corner to the property owned by the City of Jellico; thence leaving the 20 ft. alley and running with the north line of the property owned by the City of Jellico, N. 78 42 W. 247.85 ft. to a point, a corner to the hospital property owned by the Georgia Conference of Seventh Day Adventist; thence leaving the line of the City of Jellico property and running with the southeast line of the Georgia Conference of Seventh Day Adventist property, N. 49 14 E. 297.32 ft. to a point, the western corner of the aforesaid 0.384 acre tract reserved by Greenberry Silcox; thence leaving the line of the Georgia Conference of Seventh Day Adventist and running with the southwest line of the Greenberry Silcox 0.384 acre tract, S. 46 41 E. 196.55 ft. to the point of beginning, containing 1.138 acres and being further shown on the map dated, May 13, 1976.

Being the same property conveyed to Jellico Community Hospital, Inc. by deed from Greenberry Silcox and wife, Minnie Silcox dated July 1, 1976 and recorded in the Register's Office for Campbell County, Tennessee in Deed Book 222, page 825.

SCHEDULE 2

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2019 and subsequent years.
2. Any lease obligations assumed by Grantee.
3. Easements, restrictions and other matters of record, and which do not, individually or in the aggregate, materially interfere with the use or operation of the real property in a manner consistent with the current use thereof by Grantor or adversely and materially affect the title of the real property.
4. Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the real property.
5. Unrecorded easements, discrepancies, boundary line disputes, overlaps, encroachments and other matters that would be revealed by an accurate survey or inspection of the real property, and which do not, materially or in the aggregate, materially interfere with the use or operation of the real property in a manner consistent with the current use thereof by Grantor or adversely and materially affect the title of the real property.
6. Any other encumbrances or defects which do not, individually or in the aggregate, materially interfere with the use or operation of the real property in a manner consistent with the current use thereof by Grantor or adversely and materially affect the title of the real property.

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