

MINUTE BOOK No. 61, CITY OF OXFORD

(c) Member hereby waives, as against the Seller and any person claiming

under the Seller, all rights and benefits which might accrue to Member by reason of any of bankruptcy, arrangement, reorganization or similar proceedings by or against Buyer and agrees that its obligations and liabilities hereunder shall not be affected by any modification, limitation or discharge of the obligations of Buyer that may result from any such proceedings.

14.04. Subrogation. Until Buyer shall have fully and satisfactorily paid, performed, completed and discharged all of the Guaranteed Obligations, Member shall not claim or enforce any right of subrogation, reimbursement or indemnity against Buyer, or any other right or remedy which might otherwise arise on account of any payment made by Member or any act or thing done by Member on account of or in accordance with this guaranty.

14.05. Subordination. All existing or future indebtedness of Buyer to Member (other than intercompany cash management arrangements in the ordinary course of business) is subordinated to all of the Guaranteed Obligations. Whenever and for so long as Buyer shall be in default in the performance or payment of any Guaranteed Obligation, no payments with respect to such indebtedness shall be made by Buyer to Member without the prior written notice to Seller.

14.06. Survival. Member specifically acknowledges and agrees that the obligations and liabilities of Member hereunder shall survive termination of the Closing Documents and remain in full force and effect until the Buyer and/or Member have performed, paid and satisfied in full when due and without offset all of the Guaranteed Obligations.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals as of the date and year first above written, although executed on the dates set forth in their respective acknowledgements attached hereto.

THIS HOSPITAL PURCHASE AND SALE AGREEMENT RESOLVED AND APPROVED BY THE LAFAYETTE COUNTY BOARD OF SUPERVISORS THE _____ DAY OF _____, 2011 AND FURTHER RESOLVED AND AUTHORIZED THE PRESIDENT OF THE BOARD OF SUPERVISORS TO SIGN FOR LAFAYETTE COUNTY.

SELLER

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
Lloyd Oliphant, President of the Board
of Supervisors of Lafayette County,
Mississippi

By: _____
Sherry J. Wall, Chancery Clerk of
Lafayette County, Mississippi

THIS HOSPITAL PURCHASE AND SALE AGREEMENT RESOLVED AND APPROVED BY THE BOARD OF ALDERMAN OF THE CITY OF OXFORD THE _____ DAY OF _____, 2011 AND FURTHER RESOLVED AND AUTHORIZED THE MAYOR OF THE CITY OF OXFORD TO SIGN FOR THE CITY OF OXFORD.

SELLER

**CITY OR MUNICIPALITY OF
OXFORD, LAFAYETTE COUNTY,
MISSISSIPPI**

By: _____
George "Pat" Patterson, Mayor

By: _____
Lisa D. Carwyle, City Clerk

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BUYER

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**BAPTIST MEMORIAL HOSPITAL –
NORTH MISSISSIPPI, INC.**

By: _____
Name: _____
Title: _____

(SEAL)
Attest: _____
Title: _____

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JOINDER BY MEMBER

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By signing below, Baptist Memorial Health Care Corporation, as the sole Member of Buyer, hereby joins this Agreement for the sole purpose to guarantee and hereby does guarantee the full and prompt performance and payment by Buyer of Buyer's financial obligations set forth in Sections 1.02 and 1.03 of this Agreement and Buyer's obligations in the event Seller exercises its remedies under Sections 10.02(a) and (b) of this Agreement; does hereby affirm and agree to its representations and warranties in Section 4.02; and further does hereby guarantee the Covenants of Buyer in sub-Sections 8.01, 8.03, 8.06, 8.08 and 8.10 and the provisions of Sections 13.04 and 13.06 of this Agreement.

MEMBER

BAPTIST MEMORIAL HEALTH CARE CORPORATION

By: _____
Name: _____
Title: _____

(SEAL)
Attest: _____
Title: _____

MINUTE BOOK No. 61 CITY OF OXFORD**LIST OF EXHIBITS AND SCHEDULES**

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EXHIBITS:

- Exhibit A – Lease Agreement
- Exhibit B – Legal Description
- Exhibit C – Lessor's Equipment
- Exhibit D – Project Description
- Exhibit E – Property Parcels Released from Lease
- Exhibit 2.02(a) – Quitclaim Deed
- Exhibit 2.02(b) – Standard Owner's Affidavit
- Exhibit 2.02(c) – Bill of Sale
- Exhibit 2.02(d) – Lease Termination
- Exhibit 2.02(e) – Release and Termination of Guaranty
- Exhibit 2.03(a) – Foundation Termination Agreement
- Exhibit 3.02(b)(iii) – Attorney General's Opinions
- Exhibit 13.17 – Memorandum of Covenants

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EXHIBIT A

Lease Agreement

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HOSPITAL LEASE AGREEMENT

between and among

LAFAYETTE COUNTY, MISSISSIPPI

and the

CITY OF OXFORD, MISSISSIPPI.

as Lessor.

and

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.,

as Lessee

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EXHIBITS

Exhibit "A"

Leased Premises

SCHEDULES

Schedule 1	Consents not Obtained
Schedule 2	Assumed Liabilities
Schedule 3	Development Plan
Schedule 4	Conflicts
Schedule 5	Permitted Encumbrances
Schedule 6	Employee Benefits
Schedule 7	Facility Survey
Schedule 8	Equipment

Copies of said above Schedules 1 through 8 inclusive are on file in the office of the Clerk of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, and in the office of the Clerk of the Board of Supervisors of Lafayette County, Mississippi, to which reference is hereby made, and copies of said Schedules 1 through 8 inclusive are also on file in the office of the Administrator of Oxford Lafayette Medical Center, to which reference is hereby made.

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HOSPITAL LEASE AGREEMENT

HOSPITAL LEASE AGREEMENT dated as of the 31st day of May, 1989 between and among LAFAYETTE COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi (the "County") and the CITY OF OXFORD, MISSISSIPPI, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (the "City") (the County and the City are hereinafter referred to collectively as "Lessor") and BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC., a Mississippi non-profit corporation ("Lessee").

W I T N E S S E T H

For an in consideration of the mutual agreements hereinafter contained, the parties here to agree as follows:

WHEREAS, Lessor is the owner of Oxford Lafayette Medical Center, a 150-bed general acute care hospital located in Oxford, Mississippi (the "Hospital") and is authorized pursuant to Section 41-13-1 *et. seq.* Mississippi Code of 1972, as amended, to Lease the Hospital to a non-profit Mississippi corporation; and

WHEREAS, Lessor has determined that it is in the best interests of the citizens and residents of the City and the County to lease the Hospital to Lessee, and that this Lease provides for the Hospital to be operated by Lessee as a regional referral medical center extending the highest quality health and medical services at the lowest reasonable cost, and that this Lease will safeguard community health interests and enhance and promote the public health and general welfare of such citizens; and

WHEREAS, Lessor and Baptist Memorial Health Care Development Corporation (the "Baptist") are parties to that Certain Agreement to Lease dated as of April 10, 1989 (the "Agreement to Lease"); and

WHEREAS, the Baptist has organized Lessee in accordance with, and has otherwise satisfied the obligations of the Baptist to be satisfied as of the date hereof as set forth in the Agreement to Lease; and

WHEREAS, Lessor desires to lease the Hospital to Lessee and Lessee desires to lease the Hospital from Lessor, subject to the following terms and conditions.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

ARTICLE I
LEASE

1.1 Leased Premises. Lessor hereby leases, rents and lets unto Lessee, and Lessee hereby leases, rents and hires from Lessor, for the Lease Term (as hereinafter defined) and subject to all the covenants and conditions hereinafter stated, all right, title and interest of Lessor in and to the following (collectively, the "Leased Premises"):

A. Those certain tracts or parcels of land located in the City of Oxford, County of Lafayette, State of Mississippi, and more particularly described in Exhibit "A" [which shall include the present Hospital site (approximately ten (10) acres) and the Denton Mills site (approximately 5 acres)] attached hereto and made a part hereof by this reference for all purposes, together with all improvements, buildings and fixtures located thereon or within improvements located thereon and owned by Lessor;

B. All rights, privileges, easements and appurtenances thereunto appertaining, together with all personal property owned or leased by Lessor located in or about and which are employed in the operation of the Leased Premises, including machinery, equipment, furniture and furnishings; and

C. All current assets including cash, cash reserves, funds, accounts, accounts receivable, inventory and supplies of Lessor in respect of the Hospital, which Lessor hereby transfers, conveys and assigns unto Lessee during the Lease Term.

Lessee hereby accepts the Leased Premises AS IS, WHERE IS, WITH ALL FAULTS, except for latent defects or dangerous conditions known by Lessor prior to the Commencement Date but not identified by Lessor to Lessee prior to the Commencement Date and subject to the terms and conditions of that certain Trust Indenture dated as of November 1, 1984 (the "Indenture") between and among the County, the City, the Board of Trustees of Oxford Lafayette Medical Center (the "Board of Trustees") and First National Bank of Jackson (the "Trustee"), that certain Supplemental Indenture (the "Supplemental Indenture") dated as of May 31, 1989 between and among the County, the City and the Trustee, the payment obligations in respect of the \$500,000 General Obligation Bonds, Series 1978, Lafayette County, Mississippi, dated July 1, 1978 (the "1978 County Bonds"), the payment obligations in respect of the \$500,000 Hospital Improvement Bonds, City of Oxford, Lafayette County, Mississippi, dated July 1, 1978 (the "1978 City Bonds") and required consents not obtained by Lessor as set forth on Schedule 1 hereto. For purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Indenture. Lessor represents that, except as set forth on Schedule 1 hereto and except with respect to consents required to be obtained by Lessee, all consents necessary to demise the Leased Premises have been secured.

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1.2 Indentured Funds and Accounts. It is not the intent of Lessor that Lessee lease from Lessor amounts held in any Funds or Accounts established pursuant to the Indenture or any amounts held in reserve for or in respect of the 1978 County Bonds or the 1978 City Bonds. All such Funds and Accounts (whether or not held by the Trustee) shall remain in full force and effect for so long as the Bonds shall be outstanding under the Indenture. All monies currently and from time to time in such Funds and Accounts and all investment earnings thereon shall be applied and expended in accordance with the terms and conditions of the Indenture. Lessor agrees that Lessee may in its discretion cause such amounts remaining in such Funds and Accounts to be used to pay or redeem the Bonds in accordance with the terms and conditions of the Indenture.

ARTICLE II TERM

2.1 Lease Term. The term of this Lease shall commence as of 12:01 a.m., June 1, 1989, (the "Commencement Date") 1989 and expire at 11:59 p.m. on the date which is thirty (30) years from the Date of Completion of construction of the capital improvements to the Hospital to be made by Lessee pursuant to Section 5.1 of this Lease unless sooner terminated as hereinafter provided (the "Lease Term"). The "Date of Completion of Construction" shall be defined for the purposes of this Section 2.1 to mean the date Lessee gives written notification to Lessor that the afore-said capital improvements to the Hospital are substantially completed. Not more than twelve (12) months prior to the expiration of the Lease Term, Lessor and Lessee agree to negotiate in good faith a renewal or extension of the Lease Term; provided, however, that such negotiations shall not constitute an extension of the Lease Term, and if not concluded prior to the expiration of the Lease Term, the Lease Term shall expire as herein provided.

2.2 Licensure, Certification and Approvals. Any provision herein to the contrary notwithstanding, this Lease is expressly conditioned upon the receipt of approvals of the lease of the Hospital herein contemplated, or exemption from such approvals, from any applicable governmental agency or instrumentality whose approval is required to lawfully effect the lease of the Hospital herein contemplated.

ARTICLE III RENT AND OTHER FINANCIAL CONSIDERATIONS

3.1 Rent. Lessee covenants and agrees to pay to Lessor, subject to the Indenture, as rent hereunder the amounts set forth below (collectively, "Rent"). Lessee's obligation to pay Rent hereunder shall be an independent covenant and shall not be subject to set-off or abatement for any reason.

3.1-1 Rent. Lessee shall pay as rent for the Leased Premises an amount described herein and not less than "Net Working Capital" (as hereinafter defined), which is estimated to be approximately \$7,800,000 (using the unaudited balance sheet of Lessor in respect of the Hospital

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dated as of February 28, 1989) and shall make rental payments for same as hereinafter provided in this Section 3.1-1. It is the intention of Lessee to amortize this rent expense over the first eight (8) years of the Term although the actual rental payments shall be made as stated below. For purposes of this Agreement, Net Working Capital is defined as the current assets, including inventory, cash, unrestricted reserves and accounts receivable (net of an allowance for doubtful accounts and exclusive of restricted assets and assets held in reserve pursuant to the Indenture or in respect of the 1978 City Bonds or the 1978 County Bonds) of Lessor in respect of the Hospital, together with Board Designated Assets held in the form of Certificates of Deposit less the current liabilities of Lessor in respect of the Hospital as reflected on the balance sheet of Lessor in respect of the Hospital available as of the Commencement Date, which balance sheet shall be prepared in accordance with generally accepted accounting principles. Within ninety (90) days from and after the Commencement Date, the Net Working Capital of Lessor in respect of the Hospital as of the Commencement Date shall be determined by a "Big Eight" independent certified public accounting firm chosen by Lessor (the "Commencement Date Audit Report"), the cost of which shall be borne by Lessee. These rent payments shall be due and payable to Lessor in installments, with the first such installment being due and payable on the Commencement Date, the second such installment being due and payable within thirty (30) days of Lessee's receipt of the Commencement Date Audit Report and the remaining installments being due and payable as hereinafter provided. Such initial installment shall be made as follows on the Commencement Date: One Million Dollars (\$1,000,000) shall be paid to the County and One Million Dollars (\$1,000,000) shall be paid to the City. The second installment of such rent shall be due and payable within thirty (30) days of the receipt of the Commencement Date Audit Report in an amount equal to (i) all unrestricted cash and Board Designated Assets held in the form of Certificates of Deposit of the Hospital as of the Commencement Date, less (ii) cash payments to Lessor made on the Commencement Date as provided in this Section 3.1-1, less (iii) current liabilities (other than accruals for employee vacation and sick leave) set forth in the Commencement Date Audit Report. This payment, which is estimated to be approximately \$375,000 (using the unaudited balance sheet of Lessor in respect of the Hospital dated as of February 28, 1989), shall be deposited by Lessor in the Oxford/Lafayette Health Foundation. The balance of these rent payments will be paid in subsequent installments under this Section 3.1-1 which are estimated to be approximately \$5,425,000 in the aggregate (using the unaudited balance sheet of Lessor in respect of the Hospital dated as of February 28, 1989), shall be due and payable to the Oxford/Lafayette Health Foundation in five (5) equal, regular, successive, annual installments, without interest, on each anniversary date of the Commencement Date. With regard to the payments of such rent due on the first, second, and third anniversary dates, Lessee shall not be deemed to be in default with regard to such payments if such payments, due to available cash from operations of the Hospital, are made within nine (9) months of their respective payment dates. The installment of such rent due and payable on the first anniversary date of the Commencement Date shall be reduced by \$495,000 in

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consideration of necessary repairs to be made in that amount to the Hospital by Lessee within twelve (12) months of the Commencement Date.

3.1-2 The Indenture. Until such time as the principal of, and all interest and premium (if any) on, the Bonds shall have been paid in full or provision for the payment thereof shall have been made in accordance with the provisions of Section 901 of the Indenture, Lessee shall pay on the dates and in the manner specified in the Indenture, directly to the Trustee for the account of Lessor, all amounts which are required to be paid by Lessor pursuant to the Indenture, including, without limitation, payments to the Funds and Accounts established pursuant thereto.

3.1-3 The 1978 County Bonds. Until such time as the principal of, and all interest and premium (if any) on, the 1978 County Bonds shall have been paid in full, Lessee shall pay on or before June 15 and December 15 each year, directly to the Chancery Clerk of the County for the Board of Supervisors of the County an amount equal to the scheduled payment of principal of, and all interest and premium (if any) on, the 1978 County Bonds.

3.1-4 The 1978 City Bonds. Until such time as the principal of, and all interest and premium (if any) on, the 1978 City Bonds shall have been paid in full, Lessee shall pay on or before February 15 and August 15 each year, directly to the City Clerk of the City for the Board of Alderpersons of the City an amount equal to the scheduled payment of principal of, and all interest and premium (if any) on, the 1978 City Bonds.

3.1-5 Special Additional Rent. Lessee shall pay to the City as special additional rent Seventy-Five Thousand Dollars (\$75,000) per year for fifteen (15) years. Such special additional rent shall be payable only if the City constructs or causes to be constructed the Access Road referenced in Section 5.3 hereof. In the event the City issues bonds or notes to finance the construction of the Access Road, the first annual installment of special additional rent shall be due and payable five (5) days prior to the first date on which the first installment of principal or interest under such bonds or notes is due and payable, with additional installments payable in fourteen (14) equal, regular successive installments on subsequent anniversary dates of such date; if the City issues no bonds or notes to finance such construction, the first annual installment of additional special rent shall be payable on the first business day after construction of the Access Road has commenced, with additional installments payable in fourteen (14) equal, regular successive installments on subsequent anniversary dates of such date.

3.1-6 Additional Supplemental Rent. As described in and provided by Section 5.2 hereof, Lessee shall, as additional supplemental rent hereunder, construct and grant and convey to Lafayette County a building in the Lafayette County Industrial Park at a cost of approximately \$1,300,000 but not to exceed \$1,400,000 in connection with the relocation of Denton Mills.

3.1-7 Other Rent. At any time that the principal of, and all interest and premium (if any) on, the Bonds, the 1978 County Bonds and the 1978 City Bonds shall have been paid in full or provision for the payment thereof shall have been made in accordance with the terms of the Indenture or agreements and documents relating to the 1978 County Bonds or the 1978 City Bonds, and the principal of, and all interest and premium (if any) on, any bonds or other obligations described in Sections 3.1-5 or 3.1-8 hereof, if any, shall have been paid in full or provision for the payment thereof shall have been made in accordance with the applicable provisions of the document(s) pursuant to which such bonds or other obligations shall have been issued, an amount equal to one dollar (\$1.00) per year for the remainder of the Lease Term, due and payable to Lessor on or before the first day of each year of the Lease Term.

3.1-8 Other Bonds. All amounts required to be paid to any trustee pursuant to the terms of any indenture or other document executed in connection with the issuance after the Commencement Date of bonds or other obligations of Lessor which have been approved in writing by Lessee to provide funds to either pay the principal of, and interest and premium (if any) on, the Bonds or to provide financing in connection with the Hospital.

3.1-9 Special Supplement Rent. On the anniversary date of the Commencement Date in the year 2014, Lessee shall make a special supplemental payment of Rent to the Oxford Lafayette Health Foundation in the amount of \$495,000 as Rent for the remainder of the Lease Term.

3.2 Assumption of Liabilities. As of the Commencement Date and as additional Rent hereunder and except as otherwise provided herein, Lessee hereby assumes the payment and performance of all liabilities of Lessor in respect of the Hospital (other than liability resulting from the acts and omissions of Lessor in respect of the Hospital occurring prior to the Commencement Date) which shall be set forth on Schedule 2 hereto (collectively, the "Assumed Liabilities"): (i) all current liabilities, including, accounts and trade payable, (ii) liability for accrued employee benefits (e.g., vacation, sick leave and holiday pay and retirement and pension benefits, if any) and associated taxes and (iii) all agreements, leases (whether operating or capital), contracts and commitments of Lessor in respect of the Hospital (the "Hospital Contracts"). Effective as of the Commencement Date, Lessor hereby assigns, transfers and delegates all rights, obligations and duties of Lessor under the Hospital Contracts to Lessee. Lessee hereby accepts such assignment and delegation and covenants to fully and timely perform Lessor's duties and obligations under the Hospital Contracts, including, without limitation, the payment of amounts due thereunder.

3.3 Satisfaction of the Bonds. Lessee will proceed with due diligence to accomplish, and on or before the expiration of eighteen (18) months from and after the Commencement Date, Lessee shall have provided for the payment of the principal of, and all interest and premium (if any) on, the Bonds in accordance with the provisions of Section 901 of the Indenture, and the obligations of Lessor under the Indenture shall

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have been fully satisfied and discharged. Lessor agrees that Lessor will cooperate with respect to such satisfaction and discharge and, to the extent permitted by law, the County agrees to take all actions necessary to issue revenue bonds, the proceeds of which shall be used for, *inter alia*, the improvements referenced in Section 5.1 hereof. The County shall have no liability in respect of any such revenue bonds and Lessee shall bear all costs and expenses incurred in connection with the issuance thereof.

3.4 Certifications and Schedules. Lessor agrees to provide to Lessee, within thirty (30) days of the date of execution of this Lease, a certificate executed by duly authorized officers of Lessor, setting forth the amounts in all Funds and Accounts created pursuant to the Indenture and further certifying that the amounts held by the Trustee in such Funds and Accounts is not less than the amount required, on such date, to be in such Funds and Accounts pursuant to the terms and conditions of the Indenture.

3.5 Capital Funding. To the extent permitted by law, Lessor agrees to cooperate with Lessee in pursuing appropriate funding sources for the capital needs of the Hospital, including the future facility needs of the Hospital. The parties specifically agree to cooperate in securing legislative and other approvals which may be necessary to issue Hospital Revenue Bonds for such purposes. It is agreed that no funding sources will be required of Lessor which result in any liability to Lessor.

ARTICLE IV USE OF LEASED PREMISES/COMPLIANCE WITH LAW

4.1 Use of Premises. During the Lease Term, Lessee shall use the Leased Premises for the purposes of operating a non-profit, full service, general, acute care hospital. Lessee, at Lessee's sole cost and expense, shall obtain and maintain continuously throughout the Lease Term all authorizations, licenses and permits necessary for the operation of the Hospital licensed as a minimum 150-bed, general acute care hospital. Lessee shall ensure that the Hospital is certified under and enrolled in the Medicare and Medicaid programs throughout the Lease Term and shall comply with all conditions of participation in such programs. In addition, if Lessee reasonably determines it to be in the best interests of the Hospital after taking into consideration the advice and counsel of the medical staff of the Hospital, Lessee shall maintain the Hospital's accreditation with the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO").

4.2 Regional Referral Medical Center. Lessee agrees to develop the Hospital as a regional referral medical center serving North Mississippi. In this regard, Lessee agrees as follows:

(a) To use its best efforts to maintain the Hospital as a regional referral center pursuant to Social Security Act 1886(a)ff and 42 C.F.R. Section 412.96, and in furtherance of maintaining such designation, Lessee agrees to use its best efforts to:

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i. Maintain the Hospital's required case-mix index for discharges at least equal to the case-mix index as established under 42 C.F.R. Section 412.96(c)(1);

ii. Maintain the annual level of discharges of the Hospital at or above 5,000; and

iii. Maintain more than fifty percent (50%) of the Hospital's active medical staff as specialists that are board certified or board eligible.

(b) To develop the Hospital as a primary resource of the Baptist Memorial Health Care System in the Hospital's service area for the following services: neurosurgery, oncology, hematology, pulmonology, cardiac and stroke rehabilitation, industrial injury rehabilitation, psychiatric and substance abuse services.

(c) To continue all health care services currently provided by Lessor at the Hospital at a level equal to or greater than current practices at the Hospital and not discontinue any such health care services for reasons other than quality of care or financial feasibility.

(d) To not relocate any institutional services currently offered by the Hospital to any other health care facility owned or managed now or in the future during the Lease Term by affiliates of Lessee in the Hospital's service area.

(e) To commence recruitment of appropriate physician personnel necessary to provide the services referenced in subsection (b) above within sixty (60) days of the Commencement Date and to use Lessee's best efforts to recruit such physician personnel, including without limitation neurologists and oncologists.

4.3 Compliance with the Law. Lessee shall maintain and conduct Lessee's business on the Leased Premises in a lawful manner and shall timely and fully comply with all federal, state and local laws, statutes and ordinances and all regulations, orders and directives of appropriate governmental and accrediting agencies, as such laws, statutes, ordinances, regulations, orders and directives now exist or may hereafter be enacted, and, at Lessee's sole cost and expense, make any repairs, changes or modifications in, or to the Leased Premises required by any of the foregoing.

4.4 Waste; Nuisance. Lessee shall not perform or fail to perform any acts or carry on or permit to exist any practices that may injure or damage the Leased Premises in any respect or that may constitute a public or private nuisance or menace to the owners or occupants of adjacent property, or that may violate the provisions of any required insurance on the Leased Premises or that may diminish the coverage under such insurance or render such insurance void. Lessee shall not commit or suffer to exist any waste upon the Leased Premises.

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ARTICLE V
CAPITAL IMPROVEMENTS

5.1 Capital Improvements to the Hospital. Lessee shall effect capital improvements to the Hospital to provide new patient facilities and an enhanced public image, with such improvements estimated to cost approximately Thirteen Million Dollars (\$13,000,000), exclusive of financing costs and expenses. Such capital improvements shall include, without limitation, the construction of a new patient tower facing Lamar Avenue and consisting of 110 private and semiprivate beds, each room with private toilet and shower facilities, a new emergency entrance on Elliot Drive, a new public entrance off Belk Boulevard, as well as renovation of the existing facility for new clinical laboratory, ambulatory services, diagnostic service areas, surgery expansion and creation of a women's pavilion. Such capital improvements shall result in a hospital facility of approximately 200,000 square feet and at least 150 licensed beds. Lessee's capital improvements plan is set forth in the Oxford Lafayette Medical Center-Probable Construction Costs prepared by Jones Mah Gaskill Rhodes, Inc. and dated February 23, 1989, a copy of which is attached hereto as Schedule 3 and incorporated herein by reference. Lessee reserves the right, upon consultation with Lessor, to modify the capital improvements plan for unforeseen events and circumstances and to meet the best interests of the Hospital and community. Lessee shall use Lessee's best efforts to obtain and shall obtain all governmental approvals necessary to effect such capital improvements, if any, as expeditiously as possible. Upon the receipt of necessary governmental approvals, if any, Lessee shall commence the construction of the capital improvements and shall diligently pursue same to completion. Lessee covenants and agrees to use Lessee's best efforts to complete the new patient tower within eighteen (18) months after Lessee begins construction and to diligently pursue existing facility renovation and including repairs, replacements and modifications to the Hospital as provided in Section 10.1 hereof, promptly thereafter. Lessee shall comply with all applicable laws, rules, regulations, ordinances and contractual obligations of Lessee in connection with the construction of the capital improvements.

5.2 Relocation of Denton Mills. In connection with the capital improvements to be made by Lessee to the Hospital pursuant to Section 5.1 hereof, it is necessary for Lessor to lease to Lessee pursuant to Section 1.1 hereof certain real property adjacent to the Hospital and currently leased by Denton Mills (the "Adjacent Property"). Pursuant to prior contractual commitments, Lessor is required to relocate the plant currently occupied by Denton Mills and situated on the Adjacent Property. In accordance with the County's plans and specifications and under the supervision of Elliott & Britt Engineering, P.A., Oxford Mississippi, Lessee agrees to make appropriate site preparation for and to construct a building in the Lafayette County Industrial Park at a cost of approximately \$1,300,000 but not to exceed \$1,400,000 and to grant and convey said building to the County as additional supplemental rent under this Lease. Elliott & Britt Engineering, P.A., Oxford, Mississippi shall supervise all aspects of the construction of the building, including, without limitation, reviewing bids and letting contracts. Lessee shall make payments under

such contracts upon request by Elliot & Britt Engineering, P.A., Oxford, Mississippi. Upon conveyance of the building, together with all contractual and other warranties in respect thereof benefitting Lessee, Lessee shall have no further liability or responsibility with respect to the construction or operations of said building and shall be given complete and unrestricted access and use of the Adjacent Property, subject to the terms and conditions of this Lease.

5.3 Access Road. In connection with the lease of the Hospital to Lessee and for and in consideration of the Rent to be paid to Lessor pursuant to Section 3.1-5 hereof, the City agrees to construct an access road (the "Access Road") connecting Lamar Avenue with the Highway 7 Bypass covering such route and area as the City deems appropriate.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF LESSOR

6.1 Existence. Each Lessor is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Mississippi.

6.2 Power/Authorization. Each Lessor has full legal right, power and authority under the laws of the State of Mississippi and has taken all official action necessary (i) to enter into this Lease, (ii) to perform its obligations hereunder, and (iii) to consummate all other transactions contemplated by this Lease.

6.3 Binding Effect. This Lease has been duly executed and delivered by each Lessor and constitutes a valid and binding obligation, enforceable against each Lessor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and except as enforceability may be subject to general principles of equity.

6.4 Conflict. The execution and delivery of this Lease, the performance by Lessor of its obligations hereunder and the consummation of the transactions contemplated hereby will not violate any law, regulations, rule or ordinance or any order, judgment or decree of any federal, state or local court, and, except as set forth on Schedule 4, do not conflict with, or constitute a breach of, or a default under the terms and conditions of any agreement, instrument or commitment to which Lessor is a party or by which Lessor or the Leased Premises is bound.

6.5 Litigation. There is no action, suit, proceeding, inquiry, or investigation pending or, to the knowledge of Lessor, threatened against Lessor by or before any court, governmental agency or public board or body which (i) affects or questions its existence or its territorial jurisdiction or the title to office of any of its officers; (ii) affects or seeks to prohibit, restrain, or enjoin the execution and delivery of this Lease; (iii) affects or questions the validity or enforceability of this Lease or the Bonds; (iv) questions the tax-exempt status of interest on the Bonds;

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(v) questions the power or authority of Lessor to carry out the transactions contemplated by, or to perform its obligations under, this Lease. It is the intent of the parties that neither Lessee nor the assets transferred to it under this Lease shall be subjected to liability or to the satisfaction of any liability or obligation with respect to any and all claims for malpractice, personal injuries, workmen's compensation, unemployment compensation, wrongful death, property damages or any other tort, contract (other than the Hospital contracts) or other claims, demands, occurrences, suits or causes of action in law or in equity arising from, or in any way connected with, the operation of the Hospital prior to the Commencement Date, or expenses in connection therewith. If the existing laws or applicable insurance do not cover or are not sufficient to protect such assets or Lessee from any such liability and Lessor does not otherwise satisfy any such liability, Lessee shall have the right upon giving reasonable written notice to Lessor (i) to satisfy such liability or pay such obligation and to decrease the next installment of Additional Rent Lessee is to make to Lessor pursuant to Section 3.1-1 dollar for dollar by such amount; or (ii) if the liability or obligation exceeds any outstanding installments of Additional Rent under Section 3.1-1, to request payment of such excess amount by Lessor and upon such payment by Lessor to pay the balance of the liability or obligation up to the amount equal to such outstanding installments of Additional Rent and decrease the outstanding installments of Additional Rent by such liability amount; or (iii) if the liability or obligation exceeds any outstanding installments of Additional Rent under Section 3.1-1 and Lessor fails to pay such excess amount, to terminate this Lease and recoup its reasonable costs and expenses, including attorneys' fees and court costs incurred in defending against such liability or protecting such assets. Accordingly, subject to the provisions of any applicable insurance policies, Lessee agrees to assist Lessor in making arrangements for the defense of any such claims or suits and to cooperate in the defense thereof.

6.6 Title. Lessor has good and merchantable title to the Leased Premises, subject to all easements and other matters of record as described on Schedule 5 hereto, the lien of the Indenture, the 1978 County Bonds, the 1978 City Bonds and the Hospital Contracts, and warrants that so long as Lessee is not in default hereunder Lessee shall have quiet enjoyment thereof. To the extent permitted by law, Lessor agrees not to transfer or convey fee title to the Leased Premises during the Lease Term without the prior written consent of Lessee, which consent shall not be unreasonably delayed or withheld.

6.7 Condition of Leased Premises. Lessor warrants that the Leased Premises is suitable and in proper condition for its intended use under this Lease. Lessor further warrants and represents that there are no known dangerous conditions or known latent defects existing upon the Leased Premises on the Commencement Date that have not been disclosed to Lessee.

6.8 Bonds Tax Exempt. To the knowledge of Lessor, no event has occurred since the issuance and delivery of the Bonds, the 1978 County Bonds or the 1978 City Bonds, which has resulted in interest on any of

them being includable in gross income for federal income tax purposes and, to the knowledge of Lessor and based upon prior opinions of counsel, interest thereon is not includable in the gross income of the holders thereof for federal income tax purposes.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF LESSEE

7.1 Corporate Capacity. Lessee (i) is a non-profit corporation, duly organized and validly existing in good standing under the laws of the State of Mississippi, (ii) is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances and orders of public authorities to own its properties and conduct its business in the places and in the manners now conducted and contemplated to be conducted, and (iii) has full corporate power and authority to conduct its businesses as now being conducted. Lessee is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and has applied for a determination from the Internal Revenue Service recognizing Lessee as an organization exempt from federal income taxation pursuant to Section 501(a) of the Code. Upon receipt of such determination letter, Lessee shall forward a copy of same to Lessor.

7.2 Corporate Powers/Authorization. Lessee's execution, delivery and performance of this Agreement and the consummation of the transaction described herein are within Lessee's corporate powers, are not in contravention of Lessee's Articles of Incorporation, Bylaws or any amendments thereto and have been duly authorized by all requisite corporate action.

7.3 Binding Effect. This Lease has been duly executed and delivered by Lessee and constitutes a valid and binding obligation enforceable against Lessee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally, and except as enforceability may be subject to general principles of equity.

7.4 Conflict. The execution and delivery of this Lease, the performance by Lessee of its obligations hereunder and the consummation of the transactions contemplated hereby will not violate any law, regulation, rule or ordinance or any order, judgment, or decree of any federal, state or local court and do not conflict with or constitute a breach of, or a default under the terms and conditions of any agreement, instrument or commitment to which Lessee or the Baptist is a party or by which Lessee, the Baptist or any of their affiliates or any of their respective properties is bound.

7.5 Litigation. There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or, to the knowledge of Lessee, threatened against Lessee or others which (i) affects or seeks to prohibit, restrain or enjoin the execution and delivery of this Lease, (ii) affects or questions the validity or enforceability of this Lease, (iii) questions the power

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or authority of Lessee to carry out the transactions contemplated by, or to perform its obligation under, this Lease, or (iv) might result in a material adverse change in the ability of Lessee to perform any of its obligations hereunder.

**ARTICLE VIII
GOVERNING BODY/COMMUNITY ADVISORY BOARD**

8.1 Governing Body. The Governing Body (as such term is used in the Accreditation Manual for Hospitals published by the JCAHO) of the Hospital shall be constituted and appointed by Lessee. At least fifty percent (50%) of the members of the Governing Body shall be residents and citizens of the County or the City. Lessee agrees to seek the advice and counsel of the County and the City in determining appropriate residents and citizens of the County or the City to be requested to serve on the Governing Body. The initial Governing Body shall have at least one (1) citizen of the County and one (1) citizen of the City among its members. Lessee shall ensure that the Governing Body is established and functions in accordance with and fully and timely performs and satisfies all duties and obligations required to be performed and satisfied by the JCAHO or the conditions of participation of the Medicare program.

8.2 Community Advisory Board. Within six (6) months from and after the Commencement Date, Lessee shall establish a Community Advisory Board (the "Community Advisory Board") that will be composed of residents and citizens of the City or the County. Lessee in consultation with Lessor shall appoint the members of the Community Advisory Board. Members of the Community Advisory Board may be removed at any time, with or without cause, by Lessee. The Community Advisory Board may adopt appropriate documents governing its activities and procedures and articulating its objectives and duties, which may include, without limitation, the following: (i) to provide Lessee with information concerning the general health care needs of the County and the City; (ii) to provide Lessee with an organized mechanism pursuant to which Lessee will receive information from the County and the City concerning the perceived quality of patient care provided by, and the overall performance of, the Hospital; (iii) to assist Lessee in Lessee's monitoring of the quality of patient care provided by the Hospital; and (iv) to provide input concerning or to assist Lessee in respect of such matters relating to the Hospital and its operations as Lessee may reasonably request. The Community Advisory Board shall have regular meetings at such times and places determined by the Community Advisory Board.

**ARTICLE IX
EMPLOYED PERSONNEL**

As of the Commencement Date, Lessee shall offer employment to all personnel employed by or on behalf of Lessor at the Leased Premises immediately preceding the Commencement Date. Such offers of employment shall be for a period of not less than six (6) months at such rates of pay and/or other monetary and other benefits as are at least as favorable to the employees as they currently receive (whether such benefits are

currently provided by Lessor or the State of Mississippi), a schedule of which benefits to be provided by Lessee is attached hereto as Schedule 6. Each person hired will be required to complete all documents reasonably required by Lessee and its affiliates of new employees. During such six (6) month period Lessee shall not terminate any employees except for cause or except in connection with the voluntary resignation or retirement of such employees. To the extent any employees accept such employment, the tenure of such employee shall be measured by Lessee from the date of hire by Lessor of such employee for the determination of vacation, sick leave, work preferences, vesting in pension and retirement benefits, and similar benefits related to the future operations of the Hospital.

ARTICLE X MAINTENANCE AND REPAIR

10.1 General Maintenance. Throughout the Lease Term, Lessee, at Lessee's sole cost and expense, shall keep and maintain the Leased Premises and all parts thereof in as good working order and condition as received by Lessee, ordinary wear and tear excepted. In this regard Lessee shall be responsible for the maintenance, repair and replacement, if necessary, of the roof, foundation, all structural components, the heating, ventilation and air conditioning system of the Hospital and all plumbing, electrical and equipment systems of the Hospital and the grounds, driveways, walkways, paving and parking lots of the Leased Premises. Within the timeframes specified therein or within the time frames specified in Section 5.1 hereof, as appropriate, Lessee shall make all repairs, replacements and modifications to the Hospital in the approximate amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) set forth in the Facility Survey Report of Inspection of the Hospital conducted on March 29 and 30, 1989 (the "Facility Survey") as referenced in correspondence dated April 3, 1989 from Jones Mah Gaskill Rhodes, Inc. to Lessee, a copy of which Facility Survey and correspondence are attached hereto as Schedule 7 and incorporated herein by this reference. Lessee will be responsible for maintenance and repair of all trade fixtures, equipment and machinery constituting a part of the Leased Premises or maintained by Lessee in and on the Leased Premises. Routine maintenance, repair and replacement operations undertaken by Lessee pursuant to Lessee's obligations hereunder shall not require Lessor's consent. Lessee acknowledges that Lessor shall have no obligations concerning repairs to or maintenance of the Leased Premises.

10.2 Improvements by Lessee. Except as required by Sections 5.1 and 10.1 hereof, Lessee shall not make or effect any renovations, alterations, structural additions or capital improvements to the Leased Premises with a cost in excess of Two Million Dollars (\$2,000,000) without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall give Lessor written notice of all capital improvements to the Hospital costing in excess of Five Hundred Thousand Dollars (\$500,000). All renovations, alterations, additions and improvements to the Leased Premises made or effected by Lessee, including, without limitation, those effected pursuant to Section 5.1 hereof, shall be

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surrendered to Lessor as a part of the Leased Premises upon the expiration or termination of the Lease Term.

ARTICLE XI
EQUIPMENT

11.1 Lessor's Equipment. All equipment, furniture and furnishings on hand as of the Commencement Date, a schedule of which equipment, furniture and furnishings is attached hereto as Schedule 8, and all replacements, substitutions or enhancements thereof shall constitute a part of the Leased Premises and shall be and remain the personal property of Lessor ("Lessor's Equipment").

11.2 Lessee's Equipment. All equipment, furniture and furnishings acquired by Lessee and not constituting Lessor's Equipment shall be and remain the personal property of Lessee ("Lessee's Equipment") and shall be tagged or marked by Lessee as such. Lessee hereby grants Lessor the right and option to purchase Lessee's Equipment from Lessee upon the expiration or termination of this Agreement, howsoever effected, for a purchase price equal to the greater of the net book value of Lessee's Equipment or the amount of any outstanding indebtedness incurred by Lessee in connection with the purchase or lease of such equipment, which indebtedness Lessor may assume in lieu of any payments to Lessee. Lessor may exercise such option as to all or any portion of Lessee's Equipment by tendering written notice to Lessee of such intent, and identifying the specific equipment to be purchased if less than all of Lessee's Equipment is to be purchased, on or prior to the last day of the Lease Term. Lessee shall convey and transfer Lessee's Equipment, or such portion thereof as designated by Lessor, to Lessor free and clear of all claims, liens, security interests, agreements, charges or other encumbrances (other than debt, if any, to be assumed by Lessee in connection with such purchase and subject to the receipt of appropriate consents of third parties) and shall execute and deliver to Lessor such bills of sale and assignment as may be necessary to effect such conveyance and transfer.

11.3 Disposition of Obsolete Equipment. Lessor and Lessee recognize that portions of Lessor's Equipment may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises. In any instance in which Lessee in its sound discretion determines that any items of Lessor's Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises, Lessee may remove such items of Lessor's Equipment from the Leased Premises, and (on behalf of Lessor) sell, trade-in, exchange or otherwise dispose of same without any responsibility or accountability to Lessor or the Trustee therefor; provided, however, that Lessee shall substitute and install in the Leased Premises other equipment having equal or greater utility (but not necessarily the same function) in the operation of the Leased Premises, and provided further that such removal and substitution shall not impair the operating unit of the Leased Premises. All such substitute equipment shall constitute Lessor's Equipment and shall be held by Lessee on the same terms and

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conditions as items originally comprising Lessor's Equipment. Lessee shall execute and deliver to the Lessor such documents as may from time to time be requested to confirm the title of the Lessor to any items of Lessor's Equipment. Lessee will pay any costs (including reasonable attorney's fees) incurred in subjecting to the lien of the Indenture any items of Lessor's Equipment that under the provisions of this Section 11.3 are to become a part of Lessor's Equipment. Lessee will not remove or permit the removal of any of Lessor's Equipment from the Leased Premises except in accordance with the provisions of this Section. Lessee shall furnish to Lessor, within sixty (60) days after the end of each calendar year, Lessee's certificate setting forth a summary description of all removals and substitutions of Lessor's Equipment having an individual book value in excess of Ten Thousand Dollars (\$10,000) made pursuant to this Section during the preceding calendar year.

ARTICLE XII TAXES AND UTILITIES

12.1 Taxes. Lessee shall be responsible for and shall pay prior to delinquency any and all federal, state or local taxes (if any) incurred or assessed in connection with Lessee's operation of the Leased Premises, [including, without limitation, federal and state income taxes, franchise taxes, FICA, FUTA and other unemployment taxes. Lessor shall be responsible and shall pay prior to delinquency any and all federal, state or local taxes (if any) incurred or assessed in connection with Lessor's or the Board of Trustees' operation of the Hospital, including, without limitation, federal and state income taxes, franchise taxes, FICA, FUTA and other unemployment taxes.] During the Lease Term and to the extent permitted by law the City and the County agree that they will take such actions as the statutes of Mississippi permit to ensure that the Leased Premises and all property and operations of the Lessee thereon shall remain exempt from ad valorem taxation and other local taxation to the maximum extent allowed by law. To the extent Lessor is not able to exempt the Leased Premises from ad valorem taxation and other taxation, Lessee shall be responsible for and shall timely pay any taxes or assessments in respect thereof or in respect of Lessee's operation of the Hospital.

12.2 Utilities. Lessee shall be solely responsible for and shall promptly pay all charges for utilities in respect of the Leased Premises, including, without limitation, charges for water, gas, electricity, sewer service, refuse disposal, telephone service and similar services incurred in connection with the operation of the Leased Premises during the Lease Term.

ARTICLE XIII INSURANCE

13.1 General Requirements. Lessee, at the sole cost and expense of Lessee, covenants to obtain and maintain throughout the Lease Term all insurance required to be maintained by Lessor pursuant to Section 705 of the Indenture (which requires, *inter alia*, that Lessee maintain fire and

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other casualty insurance at all times in an amount equal to one hundred percent (100%) of the replacement cost of the Leased Premises) and to timely pay all premiums in respect thereof. Lessee covenants to fully and timely satisfy Lessor's obligations under Sections 705, 706 and 707 of the Indenture, which sections are hereby incorporated herein by this reference for all purposes, and which provisions shall survive the satisfaction and discharge of the Indenture. All such policies of insurance shall name Lessor and Trustees as additional named insured to the extent their respective interests may appear.

13.2 Supplemental Insurance. As of the Commencement Date, Lessee, at the sole cost and expense of Lessee, shall obtain for the benefit of Lessor and the Board of Trustees, supplemental insurance policies or coverage providing malpractice and general liability insurance coverage providing for an extended reporting period for claims made in respect of periods through the Commencement Date in such amounts, on such terms and with such carriers as are satisfactory to Lessor.

13.3 Indemnification of Governing Body. Lessee shall indemnify and hold the members of the Hospital's Governing Body harmless from and against any liability (including, without limitation, reasonable attorneys' fees and associate costs and expenses) resulting to such members a result of their participation in the activities of the Governing Body. Lessee's obligation to provide such indemnification shall be set forth in the Bylaws of Lessee and at the request of individual members of the Governing Body Lessee shall enter into a separate indemnification agreements with such requesting members.

13.4 Cancellation/Certification. Certificates of insurance evidencing such coverage shall be delivered to Lessee and the Trustee prior to the Commencement Date and from time to time thereafter prior to expiration of the then-current policy terms. All insurance policies or certificates thereof shall include provision for not less than thirty (30) days prior written notice to the Trustee, Lessor and Lessee of cancellation or change in conditions or terms thereof.

**ARTICLE XIV
CASUALTY DAMAGE**

If, during the Lease Term, the Hospital or any other structure material to the operations thereof is partially destroyed by casualty, Lessee, at Lessee's sole cost and expense, shall rebuild or restore the damaged portion of the Leased Premises to at least the condition existing immediately prior to such destruction so that the Leased Premises can be used to furnish at least substantially the same type and quality of services as were furnished on the Leased Premises prior to such destruction or casualty. In the event of such partial destruction, Lessor shall assign all rights Lessor may have to proceeds of any insurance maintained in respect of the Leases Premises to Lessee. If, during the Lease Term, the Hospital or any other structure material to the operation thereof is substantially destroyed by casualty, Lessee shall have the option to either terminate the Lease Term effective as of the date of such destruction or

to rebuild the destroyed portion of the Leased Premises to at least the condition existing immediately prior to such destruction so that the Leased Premises can be used to furnish at least substantially the same type and quality of services as were furnished on the Leased Premises prior to such destruction. Lessee shall tender written notice to Lessor of Lessee's intent to terminate or to rebuild within thirty (30) days of the date of any such casualty. In the event Lessee elects to terminate the Lease Term, Lessee shall assign all rights Lessee may have to the proceeds of any insurance maintained by Lessee in respect of the Leased Premises to Lessor and shall have no claims against Lessor for the value of any unexpired portion of the Lease Term or otherwise. In the event Lessee elects to rebuild or restore the Leased Premises as above described, Lessor shall assign all rights Lessor may have to the proceeds of any insurance maintained in respect of the Leased Premises to Lessee. Lessee shall give immediate written notice to Lessor in case of fire, accident or other casualty in or about the Leased Premises involving damage exceeding One Hundred Thousand Dollars (\$100,000). For purposes of this Article XIV, the Leased Premises shall be deemed substantially destroyed if more than fifty percent (50%) of the Hospital is rendered unusable. The foregoing notwithstanding, Lessee shall fully and timely satisfy Lessor's obligations under Section 801 of the Indenture, which Section 801 is incorporated herein by this reference for all purposes.

ARTICLE XV CONDEMNATION

In the event any portion of the Leased Premises is acquired in any condemnation or eminent domain proceeds or by conveyance in lieu thereof and the remaining Leased Premises, after any necessary alteration and repairs, is left in a condition suitable in Lessee's reasonable determination for the operation of the Hospital, Lessee agrees to make promptly all necessary alterations and repairs which shall be required because of such taking to restore the Leased Premises to a condition suitable so that the Leased Premises can be used to furnish at least substantially the same type and quality of services as were furnished on the Leased Premises prior to such condemnation. In the event that any portion of the Leased Premises is acquired in any condemnation or eminent domain proceeding or by conveyance in lieu thereof and the remaining Leased Premises is left in a condition not suitable in Lessee's reasonable determination for the operation of the Hospital, Lessee shall have the option upon thirty (30) days written notice to Lessor (i) to terminate the Lease Term as of the effective date of such taking or (ii) to use such condemnation proceeds to acquire real property and to construct a hospital thereon. If, during the Lease Term, any portion of the Leased Premises shall be taken in any condemnation or eminent domain proceeding or by conveyance in lieu thereof and Lessee determines to alter and repair the Leased Premises or to construct a new hospital, Lessor shall assign to Lessee all rights Lessor may have to the proceeds of such condemnation or eminent domain proceeding. If, during the Lease Term, any portion of the Leased Premises shall be taken in any condemnation or eminent domain proceeding or by conveyance in lieu thereof and Lessee determines not to alter and

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repair the Leased Premises or to construct a new hospital, Lessee shall, after making provision for the repayment or Lessor's assumption of Hospital indebtedness, assign to Lessor all rights Lessee may have to the proceeds of such condemnation or eminent domain proceeding and shall have no claims against Lessor for the value of any unexpired portion of the Lease Term or otherwise. The foregoing notwithstanding, Lessee shall fully and timely satisfy Lessor's obligations under Section 802 of the Indenture, which Section 802 is incorporated herein by this reference for all purposes. To the extent permitted by law, the County and the City each agree that they shall take no portion of the Leased Premises in any condemnation or eminent domain proceeding during the Lease Term.

ARTICLE XVI
SURRENDER OF POSSESSION

Upon the expiration or termination of the Lease Term, howsoever effected, Lessee shall forthwith surrender the Leased Premises to Lessor, free and clear of all claims, liens, security interests and other encumbrances (except those existing on the Commencement Date and other encumbrances approved in writing by Lessor during the Lease Term) and in as good working order and condition as on the Commencement Date, ordinary wear and tear excepted. The Net Working Capital of Lessee in respect of the Hospital shall be equal to the Net Working Capital set forth in the Commencement Date Audit Report and shall be surrendered to Lessor as a part of the Leased Premises. Lessor's Equipment and all inventory acquired by Lessee during the Lease Term and on hand as of the date of expiration or termination shall also be surrendered to Lessor and all equipment and inventory surrendered shall have an aggregate functional capability at least equal to the aggregate functional capability of the equipment and inventory existing at the Hospital as of the Commencement Date. The inventory surrendered to Lessor shall be sufficient to operate the Hospital in the normal course of its operations as then constituted and shall be at a level consistent with Lessee's operation of the Hospital throughout the Lease Term. Lessee shall execute and deliver to Lessor such bills of sale and assignments as Lessor may require. To the extent Lessor does not exercise Lessor's purchase option in respect of Lessee's Equipment as described in Section 11.2, Lessee may remove Lessee's Equipment from the Leased Premises upon the expiration or termination of the Lease Term; provided, however, that Lessee shall be responsible for and shall immediately repair any damage to the Leased Premises caused by the removal of Lessee's Equipment.

ARTICLE XVII
HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after the expiration or termination of the Lease Term, howsoever effected, such holding over on the part of Lessee will not, of itself, renew or extend the Lease Term, and Lessee shall be deemed to be a tenant at sufferance, subject to all of the provisions of this Agreement (to the extent applicable to such form of tenancy).

ARTICLE XVIII
DEFAULT AND LEASE TERMINATION

18.1 Events of Default. Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

A. Failure or refusal by Lessee to pay Rent or any other sum when due hereunder to Lessor; provided, however, that with respect to payments of Rent under Sections 3.1-1 or 3.1-7 Lessee shall not be in default hereunder unless such failure is not cured prior to the expiration of five (5) days after Lessee has received written notice from Lessor of such failure;

B. The vacating of the Leased Premises by Lessee;

C. There shall have occurred an "Event of Default" under the Affiliate Guaranty or the Baptist Guaranty (as such terms are defined in the Agreement to Lease) and the applicable grace periods, if any, shall have expired;

D. Failure of Lessee to fully and timely perform the covenants, obligations or agreements of Lessee under this Agreement within thirty days (30) after the date Lessee receives written notice of such failure of performance, or, with respect to failures of performance not susceptible of cure within thirty (30) days, the failure of Lessee to commence a cure within said thirty (30) day period and to thereafter diligently prosecute same to completion;

E. Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

F. Lessee shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder; or

G. The filing or execution or occurrence (or contemplation thereof) of any of the following: (i) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets or of Lessee's leasehold estate in the Leased Premises; or (ii) the judicial seizure of substantially all of Lessee's assets or of Lessee's leasehold estate in the Leased Premises.

18.2 Remedies. Upon the occurrence and continuance of any of the Events of Default specified in the foregoing Section 18.1, Lessor shall have the option to pursue any one or combination of the following remedies without any notice to or demand upon Lessee whatsoever and in accordance with the rights and obligations of the Trustee:

A. Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor as herein provided.

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and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which Lessor may have for possession of the Leased Premises, expel or remove Lessee and any other person who may be occupying the Leased Premises, or any part thereof. In such event Lessor may seek such damages and remedies as are available at law or in equity for Lessee's breach of this Lease.

B. Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof without terminating this Lease, and exercise Lessor's reasonable efforts to relet the Leased Premises, as Lessee's agent, at the highest rent then obtainable and receive the rent therefor; and Lessee covenants and agrees to pay Lessor on demand any cost or expense incurred by Lessor in connection with reletting the Leased Premises or any deficiency in Rent that may arise by reason of such reletting.

C. Enter upon the Leased Premises and take such actions as may be required of Lessee to cure the complained of default; and Lessee covenants and agrees to reimburse Lessor on demand for any expenses, direct or indirect, which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other foregoing remedies or of the other remedies herein provided or any other remedies provided at law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent or other amounts due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants herein contained. No waiver by Lessor of any violation or breach of any of the terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions or covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. To the extent any amounts due to Lessor under the terms of this Lease, whether as a result of an Event of Default or otherwise, are not timely paid such amounts shall bear interest at the rate of ten percent (10%) per annum from the date such amounts were due until paid to Lessor.

**ARTICLE XIX
PROHIBITION AGAINST LIENS**

19.1 Prohibition Against Liens. Except as provided in Section 19.2 hereof, Lessee covenants that it will not create or suffer to be created any lien, encumbrance or charge upon Lessee's leasehold estate in Leased Premises, Rent payable hereunder, or any part of either thereof, and that it will satisfy or cause to be discharged, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other items which, if not satisfied, might by law become a lien

upon Lessee's leasehold estate in Leased Premises or Rent payable hereunder or any part of either. If any such lien shall be filed against Lessee's leasehold estate in the Leased Premises, or asserted against Rent, by reason of work, labor, services or materials supplied or claimed to have been supplied on or to the Hospital at the request or with the permission of Lessee, Lessee shall, within thirty (30) days after notice is received of the filing thereof or the assertion thereof against the Lessee's leasehold estate in the Leased Premises or Rent, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof against Lessee's leasehold estate in the Leased Premises or Rent, by contest, payment, deposit, bond, order of Court or otherwise. Nothing in this Section 19.1 shall require the Lessee to satisfy or discharge any such lien, encumbrance, charge, claim or demand so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings with adequate reserves established therefore, unless Lessor shall provide Lessee with an opinion of independent counsel that failure to satisfy or discharge such lien, encumbrance, charge, claim or demand jeopardizes the interest of Lessor or the interest of any holders of bonds, the proceeds of which were used in connection with the Hospital, in the Hospital or Rent, in which event Lessee shall satisfy, discharge or otherwise bond or negate such lien, encumbrance, charge, claim or demand in such manner that the interest of Lessor or the bondholders, as the case may be, in the opinion of independent counsel, is not jeopardized. In no event and under no circumstances shall Lessee cause or suffer to exist any lien against or encumbrance upon Lessor's interest in the Leased Premises.

19.2 Permitted Liens. Notwithstanding any provision of this Lease to the contrary but without limiting Lessee's obligation to timely pay Rent and other amounts due and payable by Lessee hereunder, Lessee may create or permit to be created the following liens or encumbrances with respect to Lessee's leasehold interest in the Leased Premises ("Permitted Encumbrances"):

(a) Liens granted in connection with the improvements to the Leased Premises to be constructed by Lessee pursuant to Section 5.1 hereof or in connection with any other improvements, expansion, extension, additions or modifications of the Hospital or any real property adjacent thereto.

(b) Any liens, charges, encumbrances and restrictions which may be created or exist by reason of this Lease.

(c) Liens, charges and encumbrances for taxes or assessments or other governmental charges or levies not then delinquent.

(d) Any mechanic's, laborer's, materialmen's, supplier's or vendor's lien for work or services performed or materials furnished in connection with the Hospital which are not yet due and payable.

(e) Any taxes, liens and encumbrances being contested as provided in Section 19.1.

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(f) Any pledge of Lessee's revenues in connection with Lessee's financing of capital improvements to the Leased Premises.

**ARTICLE XX
SUBJECT TO INDENTURE
AND SUPPLEMENTAL INDENTURE**

This Lease and all rights of Lessee hereunder are and shall be subject and subordinate to the Indenture and the Supplemental Indenture. Lessee shall fully and timely satisfy all obligations of Lessor under the Indenture, including, without limitation, those set forth in Articles V and VII thereof. All of the terms, conditions, covenants and obligations of Lessor under the Indenture are incorporated hereby by this reference for all purposes, which terms, conditions, covenants and obligations shall be binding upon Lessee and which shall survive the satisfaction and discharge of the Indenture but only to the same extent as the same survive with respect to Lessor. Lessee shall upon demand execute, acknowledge and deliver to Lessor or the Trustee, without expense to Lessor for expenses incurred by Lessee in connection therewith, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Lessee hereunder to the Indenture.

**ARTICLE XXI
INDEMNIFICATION**

21.1 Indemnification by Lessor. To the extent permitted by applicable law, Lessor shall indemnify and hold Lessee harmless from and against any liability, loss, damage, deficiency, cost or expense (including, without limitation, reasonable attorneys' fees and associated costs and expenses) resulting from any misrepresentation, breach of warranty or breach of any covenant or agreement of Lessor set forth herein, and from the acts or omissions of Lessor and Lessor's employees, agents, independent contractors, guests, invitees or any other person or thing in respect of the Leased Premises prior to the Commencement Date (including malpractice and general liability) and from any injury to person or damage to property caused by and resulting from any dangerous condition or latent defect known to Lessor, existing upon the Leased Premises on the Commencement Date and not disclosed to Lessee. To be entitled to such indemnification, Lessee must give Lessor prompt written notice of the assertion by a third party of any claim with respect to which Lessee might bring a claim for indemnification hereunder and in all events such notice must be received by Lessor prior to the expiration of the applicable period for defense of such claim by Lessor. Lessor shall have the right, at Lessor's sole cost and expense, to defend and litigate any such third party claim. This indemnification is not intended, nor shall it be construed, as a waiver by Lessor of Lessor's right to assert the doctrine of sovereign immunity in respect of any of the matters covered in this Section 21.1.

21.2 Indemnification by Lessee. Lessee shall indemnify and hold the Trustee, Lessor, the members of the Board of Trustees, the members of the Board of Supervisors, the members of the Board of Alderpersons and the Mayor of the City harmless from and against any liability, loss,

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damage, deficiency, cost or expense (including, without limitation, reasonable attorneys' fees and associated costs and expenses) resulting from any misrepresentation, breach of warranty or breach of any covenant or agreement of Lessee set forth herein, and from the acts or omissions of Lessee, Lessee's employees, agents, independent contractors, guests, invitees or any other person or thing in respect of the Leased Premises on and after the Commencement Date (including malpractice and general liability), except willful acts of Lessor or its employees, agents, independent contractors, guests or invitees, and from any liability to the Medicare, Medicaid, Blue Cross or other third party payor programs in respect of over-payments received from or under payments made to such programs during the Lease Term or resulting from the consummation of the transactions described in this Agreement, and from any injury to person or damage to property during the Lease Term caused by the Leased Premises but not resulting from dangerous conditions or latent defects known to Lessor, existing on the Commencement Date and not disclosed to Lessee, and from any claims made after the Commencement Date with respect to director's and officer's liability of the members of the Board of Trustees, the members of the Board of Supervisors of the County, the Board of Alderpersons of the City or the Mayor of the City, and from any liability in respect of the Assumed Liabilities. To be entitled to such indemnification, Lessor must give Lessee prompt written notice of the assertion by a third party of any claim with respect to which Lessor might bring a claim for indemnification hereunder and in all events such notice must be received by Lessee prior to the expiration of the applicable period for defense of such claim by Lessee. Lessee shall have the right, at the sole cost and expense of Lessee, to define and litigate any such third party claim.

ARTICLE XXII INSPECTION

Lessor and Lessor's agents and representatives shall have the right to enter and inspect the Leased Premises during normal business hours.

ARTICLE XXIII MANAGEMENT OF LEASED PREMISES

Lessee may not enter into any management or similar agreement in respect of the Leased Premises (other than in respect of agreements for the management of discrete departments of the Hospital) with any party other than an affiliate, parent or wholly-owned subsidiary of Lessee without the prior written approval of Lessor. Any permitted management agreement pertaining to the Leased Premises or a discrete department of the Hospital shall be subject and subordinate to this Lease and the rights of Lessor hereunder and shall not relieve Lessee of any liability or obligations hereunder.

ARTICLE XXIV MEDICARE PROVISIONS

24.1 Closing Cost Report. Lessor shall cause to be properly prepared, signed and timely filed all claims, cost reports or other documen-

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tation required by the Medicare, Medicaid and any other third-party payor programs for the operations of the Leased Premises prior to the Commencement Date. To the extent any such programs determine, on the basis of such closing cost reports or otherwise, that amounts are due to Lessor in respect of periods prior to the Commencement Date, Lessee shall be entitled to such amounts and shall increase dollar for dollar the next installment of Additional Rent payable to Lessor pursuant to Section 3.1-1 hereof. To the extent any such closing cost reports indicate that amounts are due to the Medicare, Medicaid or other third party payor programs, such amounts shall constitute a current liability of Lessor as of the Commencement Date and Lessee shall assume liability for same, shall timely pay such amounts and shall decrease dollar for dollar the next installment of Additional Rent payable to Lessor pursuant to Section 3.1-1 hereof. The cost of preparing such closing cost reports shall also constitute a current liability of Lessor as of the Commencement Date, shall be considered as such in the Commencement Date Audit Report and Lessee shall assume liability for same.

24.2 Access to Records. If this Agreement is determined to be a contract between the provider and any of its subcontractors which is entered into after December 5, 1980, and the value or cost of which is \$10,000 or more over a twelve-month period, Lessor will perform the obligations as may be from time to time specified for subcontractors in Social Security Act Section 1861(v)(1)(I) and the regulations promulgated in implementation thereof or otherwise.

ARTICLE XXV AGREEMENT TO LEASE

All of the terms, conditions, covenants and obligations of the parties to and set forth in the Agreement to Lease are incorporated herein by this reference for all purposes, and the parties hereto shall be bound thereby. For purposes of this Article XXV Lessee shall be bound by the obligations and covenants of the Baptist set forth in the Agreement to Lease.

ARTICLE XXVI ADDITIONAL COVENANTS OF LESSEE

26.1 Maintenance of Tax-Exempt Status. Throughout the Lease Term, Lessee shall maintain its existence and status as an organization described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code. To the extent such activity may jeopardize the tax-exempt status of Lessee, Lessee shall not use any part of the Leased Premises for or in respect of any activity which would constitute an unrelated trade or business as defined in Section 513(a) of the Code. Lessee covenants and agrees that Lessee shall not perform any act nor enter into any agreement which may jeopardize the federal income tax status of Lessee or the interest on the Bonds and shall conduct its operations in the manner which will conform to the standards necessary to qualify Lessee as a charitable organization within

the meaning of Section 501(c)(3) of the Code, and exempt from federal income taxes under Section 501(a) of the Code, or any successor provisions of federal income tax law.

26.2 Hill-Burton Obligations. Lessee shall take all action necessary to become a "qualified transferee" of the Hospital in accordance with the provisions of the Federal Hill-Burton Act, 42 U.S.C. § 291 *et seq.* and the regulations promulgated thereunder. Subsequent to the Commencement Date, Lessee shall fully and timely satisfy and discharge all obligations of Lessor from and after the Commencement Date in respect of grants received by Lessor under the Federal Hill-Burton Act, including, without limitation, the timely satisfaction of Lessor's uncompensated care obligation, which Lessor represents to be approximately \$306,000 as of the Commencement Date and all obligations attendant to being a "qualified transferee."

26.3 Indigent Care. [Throughout the Lease Term, Lessee agrees not to refuse treatment to any person by reason of such person's race, creed, color or religious or sexual preference and to provide uncompensated care to indigent citizens in the County in an amount and at a level equal to or greater than that provided by Lessor, whether in satisfaction of Lessor's Hill-Burton obligation or otherwise, during Lessor's most recent fiscal year.] [The parties agree that Lessee shall be solely responsible for providing indigent care and that Lessor and the Board of Trustees shall have no liability or obligations in respect thereof.] ~~Such indigent care shall be financially supported by the income of the Oxford/Lafayette Health Foundation to the extent provided for in the Oxford/Lafayette Health Foundation Agreement; provided, however, that neither Lessor nor the Board of Trustees shall incur any obligation or liability for the provision of indigent care as a result of such Oxford/Lafayette Health Foundation Agreement. To the extent the amount of uncompensated care provided to indigent citizens of the County exceeds the income available from the Oxford/Lafayette Health Foundation as provided in the Oxford/Lafayette Health Foundation Agreement, Lessee agrees to provide such care without compensation and to not seek payment from the City or the County, which shall have no financial responsibility for such care.]~~

26.4 Utilization of Local Services. Throughout the Lease Term and subject to sound fiscal management of the affairs of the Hospital, Lessee shall endeavor to utilize and purchase goods and services from local vendors and providers of services and to utilize the services of local financial institutions in connection with Lessee's operation of the Hospital, when such local purchasing or the use of such local services is in the best interests of the Hospital, its operations, and quality, cost efficient patient care.

26.5 Excess Revenues. Throughout the Lease Term, all excess revenues (as hereinafter defined) generated by Lessee in connection with the operation of the Hospital shall be used by Lessee for the benefit of the citizens of the City and the County, including effecting improvements

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to the Hospital. For purposes of this Section 26.5 excess revenues shall mean the difference between all revenues generated in connection with Lessee's operation of the Hospital and the sum of (i) direct operating costs incurred (including compensation and expenses for an administrator and chief financial officer) by Lessee in connection with the operation of the Hospital, (ii) the Hospital's fair and equitable share as a Baptist affiliate of its proportionate cost of the central services available from the Baptist System to its affiliates, including, without limitation, on line data processing, including all hardware, central purchasing, negotiations for bulk purchasing, human resources, including employee policies, procedures, salary and benefits programs, staff training and development and retirement programs, marketing, public relations and physician relations, professional staff, including Medicare reimbursement, utilization review, accreditation and licensure, quality assurance, insurance, risk management, nursing coordination, finance and accounting, (iii) the cost of capital improvements effected to the Hospital by Lessee and (iv) the recovery of capital advanced, by contribution or loan, to Lessee by its affiliate entities. Notwithstanding any of the foregoing, so long as Lessee shall not be in default hereunder, all revenues and income derived from operation of the Hospital shall be the property of Lessee.

26.6 Name of Hospital. As of the Commencement Date, Lessee shall rename the Hospital "Baptist Memorial Hospital-North Mississippi" and shall operate the Hospital using such name, unless otherwise agreed upon by the parties.

26.7 Ambulance Service. Subsequent to the Commencement Date, Lessee shall assume operation of Lessor's ambulance service, and shall be responsible for maintaining and replacing, as needed, emergency medical vehicles and other assets of such ambulance service. Throughout the Lease Term, Lessee agrees to operate such ambulance service at existing levels of care and services in accordance with applicable federal, state or local laws, rules, regulations and ordinances and the policies and guidelines of applicable accrediting agencies, and at appropriate times to effect an upgrade in the level of care and services of by such ambulance services. Lessee shall use Lessee's best efforts for the Hospital Wing Regional Air Ambulance Service to continue to serve the Hospital.

26.8 Tax-Exempt Status of Bonds. Lessee covenants, represents and agrees as follows: (i) that from and after the Commencement Date, with respect to actions which are within the power of Lessee to control, Lessee will not take or permit any action to be taken that would adversely affect the exemption from federal or state income taxation of the interest on the Bonds, the 1978 County Bonds or the 1978 City Bonds and, if it should take or permit any such action, Lessee shall take all lawful actions that it can take to rescind such actions promptly upon having knowledge thereof; and (ii) that Lessee will take such action or actions as may be reasonably necessary in the opinion of Bond Counsel to comply fully with all applicable Governmental Restrictions. Lessee makes no representation with respect to the exemption of interest on the Bonds, the 1978 County Bonds or the 1978 City Bonds as of the date immediately prior to the Commencement Date and Lessor acknowledges that Lessee and Bond

Counsel are relying upon certain certifications made by Lessor with respect to such matters.

26.9 Notice of Certain Events. Lessee hereby covenants and agrees to advise Lessor and the Trustee promptly in writing of the occurrence of any Event of Default hereunder or any event which, with the passage of time, or service of notice, or both, would constitute an Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

26.10 Rate Covenant. Lessee agrees and covenants that Lessee shall not institute or cause an increase in room rates at the Hospital prior to January 1, 1990. Lessee further agrees and covenants that rate increases subsequent to January 1, 1990 shall be reasonable and commensurate with both the services offered and the costs to provide such services.

ARTICLE XXVII MISCELLANEOUS PROVISIONS

27.1 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be provided herein to the contrary; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may reasonably be necessary to effectuate this Agreement.

27.2 Legal Fees and Costs. In the event either the County, the City or Lessee institute any proceedings to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover its legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled.

27.3 Assignment or Subletting. Lessee shall not assign this Lease or any interest herein, whether by operation of law or otherwise, or sublet the Leased Premises or any part thereof, without the prior written consent of the Lessor. For purposes of this subsection, (i) a transfer or sale of fifty percent (50%) or more of the voting interest or capital stock of Lessee or any entity directly or indirectly controlling Lessee to an entity other than an affiliate of Lessee or (ii) the merger or consolidation of Lessee or any entity directly or indirectly controlling Lessee with or into a third party which is not an affiliate of Lessee immediately prior to such merger or consolidation shall each be deemed an assignment requiring the consent of Lessor. Any unconsented assignment by Lessee may be deemed void by Lessor and shall not operate to release Lessee from any liability hereunder.

27.4 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, delivered by prepaid certified mail, return receipt requested or delivered by a nationally recognized overnight

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delivery service (e.g. Federal Express or Airborne), addressed as follows:

Lessor: Lafayette County, Mississippi
County Courthouse
Oxford, Mississippi 38655
Attn: Clerk, Board of Supervisors

Board of Trustees
Oxford Lafayette Medical Center
Highway 7 South
Oxford, Mississippi 38655
Attn: President/Chairman

City of Oxford, Mississippi
City Hall
Oxford, Mississippi 38655
Attn: City Clerk

Lessee: Baptist Memorial Hospital-North Mississippi, Inc.
899 Madison Avenue
Memphis, Tennessee 38146
Attn: President

With a copy simultaneously to:

Baptist Memorial Health Care System, Inc.
899 Madison Avenue
Memphis, Tennessee 38146
Attn: President

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

27.5 Waiver/Remedies Cumulative. Any failure or delay by Lessor to exercise any right or remedy under this Agreement shall not be deemed a waiver of such right or remedy, and no right or remedy of Lessor shall be deemed to be waived unless expressly waived in writing by Lessor. The waiver of any right or remedy by Lessor hereunder shall not constitute or operate as a waiver of any future similar right or remedy. All rights, powers, options, elections and remedies of Lessor herein contained shall be construed as cumulative and no one of them as exclusive of any other or exclusive of any rights or remedies as are or shall be allowed Lessor at law or in equity.

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

27.7 Post-Commencement Date Access to Information. Lessee acknowledges that subsequent to the Commencement Date Lessor may need access to information or documents in the control or possession of Lessee for the purposes of audits, compliance with government requirements and regulations, and the prosecution or defense of third party claims or for other legitimate purposes. Accordingly, Lessee agrees that subsequent to the Commencement Date Lessee will make available to Lessor, Lessor's agents, independent auditors and/or governmental agencies such documents and information in respect of the Leased Premises to the extent necessary to facilitate audits, compliance with governmental requirements and regulations and the prosecution or defense of claims or for other legitimate purposes.

27.8 No Brokers. Lessor and Lessee each represents and warrants to the other that no broker has in any way been contacted in connection with the transactions contemplated hereby. Lessor and Lessee agree to indemnify the other party from and against all loss, cost, damage or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such indemnifying party.

27.9 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership or joint venture or of any association between Lessor and Lessee, and no provision contained in this Agreement or any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of lessor and lessee.

27.10 Choice of Law and Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and that the courts of such state shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement.

27.11 Gender, Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

27.12 Amendment. No changes in or amendments to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto or their respective successors and assigns. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

27.13 Divisions and Headings. The divisions of this Agreement and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

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27.14 Consent of Trustee. Any consent or notice to the Trustee as set forth herein, shall be required only so long as such consent or notice is required under the terms of the Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their duly authorized officials or officers, all as of the day and year first above written.

LESSOR:

LAFAYETTE COUNTY, MISSISSIPPI

Attest:

Bill Plunk
Bill Plunk, Clerk

By: Ray N. Jockwell
Ray N. Jockwell, President of the Board of Supervisors

CITY OF OXFORD, MISSISSIPPI

Attest:

Virginia H. Chrestman
Virginia H. Chrestman, Clerk

By: John O. Leslie
John O. Leslie, Mayor

LESSEE:

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.

Attest:

John N. Robbins
John N. Robbins,
Senior Vice President

By: Joseph H. Powell
Joseph H. Powell, President

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APPROVED BY THE BOARD OF TRUSTEES:

BOARD OF TRUSTEES OF OXFORD
LAFAYETTE MEDICAL CENTER

By: *D.M. Featherstone*
D.M. Featherstone, President

Attest:

Georgia P. Bryant
Georgia P. Bryant, Secretary

Hc/DCD/j9.3

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STATE OF MISSISSIPPI
 COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 1989, within my jurisdiction, within named Ray N. Sockwell and Bill Plunk, duly identified before me, who acknowledged that they are President and Clerk, respectively, of the Board of Supervisors of Lafayette County, Mississippi, a political subdivision of the State of Mississippi and that for and on behalf of said Board of Supervisors, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

Meri Jo Marriam
 NOTARY PUBLIC

STATE OF MISSISSIPPI
 COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 1989, within my jurisdiction, within named John O. Leslie and Virginia H. Chrestman, duly identified before me, who acknowledged that they are Mayor and Clerk, respectively, of the City of Oxford, Mississippi, a municipal corporation, and that on behalf of said City, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by the Board of Alderpersons of said City so to do.

Meri Jo Marriam
 NOTARY PUBLIC

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STATE OF MISSISSIPPI
 COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 1989, within my jurisdiction, within named D.M. Featherstone and Georgia P. Bryant, duly identified before me, who acknowledged that they are President and Secretary, respectively, of the Board of Trustees of Oxford Lafayette Medical Center, a body politic and corporate, and that on behalf of said Board of Trustees, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Trustees so to do.

Mari Jo Marriam
 NOTARY PUBLIC

STATE OF MISSISSIPPI
 COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 1989, within my jurisdiction, within named Joseph H. Powell and John N. Robbins, duly identified before me, who acknowledged that they are President and ~~Senior Vice-President~~ respectively, of Baptist Memorial Hospital-North Mississippi, Inc., a non-profit corporation, and that on behalf of said corporation, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Mari Jo Marriam
 NOTARY PUBLIC

Hc/DCD/j9.3

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EXHIBIT "A"

Hospital and Hospital Site

A fraction of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Section 33, Township 8 South, Range 3 West, and run South 89°24' East along the North line of Section 33 a distance of 2,478.9 feet to a stake; thence South 0°36' West a distance of 60.0 feet to a stake, said point being the point of beginning of this description. From this point of beginning run thence South 0°36' West a distance of 792.8 feet to a stake; thence North 74°14' West a distance of 755.5 feet to a stake on the East right-of-way line of Mississippi Highway No. 7; thence North 14°38' East along said right-of-way line a distance of 270.1 feet to a stake; thence North 28°18' East a distance of 94.1 feet to a stake; thence North 19°40' East a distance of 265.2 feet to a stake; thence South 89°24' East a distance of 538.5 feet to the point of beginning, containing 10.1 acres, more or less.

And more accurately and correctly described as follows:

A tract of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a concrete monument located 273.33 feet West and 60.04 feet South of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said concrete monument being located on the South line of Elliott Drive; run thence S 0°38'20" W, leaving the south line of said Elliott Drive, for a distance of 790.76 feet to a concrete monument on the north line of Belk Street; run thence N 74°44'24" W along the north line of Belk Street for a distance of 754.97 feet to a concrete monument on the east line of South Lamar Boulevard; run thence N 14°17'30" E along the east line of South Lamar Boulevard for a distance of 270.22 feet to an iron pin; run thence N 28°16'46" E, leaving the east line of South Lamar Boulevard, for a distance of 93.91 feet to a concrete monument; run thence N 19°24'53" E for a distance of 265.05 feet to a concrete monument on the south line of Elliott Drive; run thence S 89°43'50" E along the south line of Elliott Drive for a distance of 537.88 feet to the point of beginning of the herein described tract of land; said tract contains 10.41 acres, more or less.

and,

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ALSO:

A parcel of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pin located 849.1 feet South and 519.4 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said iron pin being located on the south right-of-way line of Belk Street; run thence S 0°02'00" W, leaving said south right-of-way line, for a distance of 220.52 feet to an iron pin on a fence line; run thence S 0°02'43" E along said fence for a distance of 269.01 feet to an iron pin; run thence along a fence on the south side of a gravel road as follows: run N 67°33'38" W for a distance of 131.70 feet to a point; run thence N 70°14'58" W for a distance of 91.67 feet to a point; run thence N 72°16'51" W for a distance of 162.72 feet to a point; run thence N 73°45'26" W for a distance of 34.37 feet to a cotton picker spindle set in the center of a 30 inch Oak stump; run thence N 70°28'49" W, leaving said fence line, for a distance of 18.51 feet to a point on the centerline of Old Jeff Davis Drive; run thence N 24°00'55" W, along said centerline, for a distance of 171.16 feet to a railroad spike found on the centerline of said Old Jeff Davis Drive; run thence S 79°10'22" W, leaving said centerline, for a distance of 78.48 feet to a point on the east right-of-way line of Old Mississippi Highway Number 7; run thence along said east right-of-way line as follows: run N 3°20'57" E for a distance of 93.70 feet to a point; run thence N 7°28'40" E for a distance of 138.27 feet to a point; run thence N 13°07'47" E for a distance of 97.21 feet to a point; run thence N 14°16'41" E for a distance of 15.85 feet to the intersection of the east right-of-way line of Old Mississippi Highway Number 7 and the south right-of-way line of Belk Street; run thence S 74°44'24" E, leaving said east right-of-way line of Old Mississippi Highway Number 7, along said south right-of-way line of said Belk Street for a distance of 529.32 feet to the point of beginning of herein described parcel of land; said parcel contains 5.51 acres, more or less.

LESS AND EXCEPT: The right of way for Old Jeff Davis Drive, approximately 21 feet in width, along the west side, and right of way for gravel road, approximately 14 feet in width, along the south side of the above described property.

and,

ALSO INCLUDING:

A parcel of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, being a City of Oxford abandoned road way along the west side of the Hospital and Hospital Site, and being more particularly described as follows:

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Begin at the point of intersection of the east right-of-way line of South Lamar Boulevard with the south right-of-way line of Elliott Drive, said point being located 57.14 feet South and 889.24 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West; run thence S 89°-43'-50" E along the south right-of-way line of Elliott Drive for a distance of 78.05 feet to a concrete monument; run thence S 19°-24'-53" W, leaving said south right-of-way line, for a distance of 265.05 feet to a concrete monument; run thence S 28°-16'-46" W for a distance of 93.91 feet to an iron pin on the east right-of-way line of South Lamar Boulevard; run thence along the east right-of-way line of South Lamar Boulevard lying in a circular curve to the left for 337.91 feet, said curve having a radius of 1939.86 feet with a chord bearing of N 9°-18'-05" E and a chord length of 337.48 feet, to the point of beginning of the herein described parcel of land; said parcel contains 0.30 acre, more or less.

LESS AND EXCEPT: An easement in favor of Gracelands, Inc. for the use and maintenance of an existing drainage system in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 425.14 feet South and 277.40 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said point being located on the east line of a tract of land owned by the City of Oxford and Lafayette County, being the site of the Oxford-Lafayette Medical Center; run thence S 0°-38'-20" W along said east property line for a distance of 26.43 feet to a point; run thence N 52°-16'-12" W, leaving said east property line, for a distance of 15.00 feet to a point; run thence N 35°-11'-00" E for a distance of 21.10 feet to the point of beginning of the herein described parcel of land; said parcel contains 158.1 square feet, more or less.

and,

ALSO INCLUDING:

An easement in favor of City of Oxford and Lafayette County for the use and maintenance of an existing drainage system and a parking lot in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 350.02 feet South and 276.56 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said point being located on the east line of a tract of land owned by the City of Oxford and Lafayette County, being the site of the

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Oxford-Lafayette Medical Center; run thence S 89°-21'-40" E, leaving said east property line, for a distance of 52.64 feet to a point; run thence S 0°-38'-20" W for a distance of 21.64 feet to a point; run thence S 35°-11'-00" W for a distance of 92.83 feet to a point on the hereinabove mentioned east property line; run thence N 0°-38'-20" E along said east property line for a distance of 98.11 feet to the point of beginning of the herein described parcel of land; said parcel contains 3,151.6 square feet, more or less.

MISSISSIPPI
LAFAYETTE COUNTY
I, _____, County Clerk of Lafayette
do hereby certify that the
above described parcel of land is
subject to the 31st and 394th
1989 and is located in block 520
of the _____
31st day of MAY A.D. 19 89
BILL PLUNK, Clerk
Bill Plunk

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Schedule 1

Required Consents Not Obtained

None.

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Schedule 2Assumed Liabilities

1.	All current liabilities set forth in the Commencement Date Audit Report.	
2.	All obligations required to be assumed by Lessee under the Lease, including, without limitation, liabilities in respect of the Bonds, the 1978 City Bonds, the 1978 County Bonds and Hill-Burton obligations of Lessor.	
3.	The liabilities and all contractual obligations of Lessor set forth on the attachments hereto, which include the items specified in Section 3.2 of the Lease. Certain of the Hospital Contracts require the consent of the other party thereto prior to the assignment of such Hospital Contracts to Lessee, certain of which consents have not been obtained.	
4.	Accounts Payable	\$474,136.52
5.	State Sales Tax	1,000.00
6.	Accrued Wages Payable	328,231.32
7.	Federal Withholding Taxes Payable	69,937.67
8.	F.I.C.A. Withholding Taxes Payable	98,170.95
9.	S.U.T.A. Payable	2,649.85
10.	Retirement Payable	72,404.71
11.	State Withholding Taxes Payable	23,717.92
12.	Deferred Compensation Payable	333.08
13.	Accrued Annual Leave	523,386.49
14.	GE Leases #1, #2 and #3	453,866.32
15.	GE Lease #5	390,762.08
16.	GE Lease #4	452,230.06
17.	IBM System 36 Lease	56,282.90
18.	IBM Software Lease	3,051.32
19.	Lease Payable -- 1st Continental	79,165.64
20.	Med-Mart Lease	42,210.81
21.	1st Continental Ectokem 700	123,409.48
22.	Gaymar Heating/Cooling Blanket	4,536.00

All amounts are estimated as of April 30, 1989 and will be updated in the Commencement Date Audit Report.

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OXFORD LAFAYETTE MEDICAL CENTER

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SCHEDULE B

Maintenance Agreements and Service Contracts

Company	Description	Payment Amount	Payment Due	Expiration Date
Systems	Switchboard & All Acc.	558.00	Monthly	Monthly
tt Laboratories	(40) Fuses	330.00	Monthly	October 1987
	Autoclaves, Washers	250.00	Bi-monthly	August 1987
er Pharmacy	Fiorbanc 8100 TM Voltmetric	270.00	Monthly	Monthly
and Howell	Microfilm Reader	440.00	Annually	August 1987
Office Products	FPS 0.30, Monitor, etc.	224.00	Annually	November 1987
	AH 50A 20	224.00	Annually	October 1987
	MITA 1205	275.00	Annually	February 1988
	Panasonic Typewriter	92.00	Annually	March 1988
Communications	Ambulance Radio Equip.	98.00	Monthly	Monthly
	35040 Cooler	970.00	Annually	May 1987
Performance Assurance	Gas Autoclave	358.00	Quarterly	June 1987
Fila Systems, Inc.	SE Single Plane Cardiac Cath. System, Angiography Imaging	350.00	Monthly	October 1987
	Processor-Cleaning Cardiac Cath. Lab	1,530.00	Annually	August 1987
rite, Inc.	Sharp Copier SF7700	750.00	Annually	April 1987
	SF 7510 Copier	500.00	Annually	July 1987
	NW 3 #3068221	75.50	Annually	May 1987
	NW 3 #3068221	75.50	Annually	April 1988
scope Corp.	(3) System 70 Intra- Aortic Balloon Pump	2,598.25	Quarterly	July 1987
ion Data Service	(6) Display Stations	121.50	Monthly	Monthly

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Elevators	Elevator System	\$68.50	Monthly	Monthly
nt Diagnostic Systems Div.	1215 PCA11 50	5,500.00	Annually	July 1989
	Dupont Cell-D-6 hematology Analyzer	2,450.00	Annually	June 1988
rossedics, Inc.	Autotransfusion Maint.	1,750.00	Annually	June 1988
ott Impression Products	Elliott Cardwriter II Embosser	720.00	Annually	March 1989
C. Environmental Infection Cont	Laminar Flow Surgery System	250.00	Annually	October 1988
ral Electric	Sextar Generator Sextant Table Suspension III Tube Hanger Image System TV (10) X-ray tubes & Collimators Image Intensifier Tube Vertical Bucky Stand	1,558.00	Monthly	July 1988
	(4) Printers	1,200.00	Annually	August 1988
. Teel Co., Inc.	Canon T/M	324.50	Annually	October 1988
er Business Products	Forsis Tractor (3) Printers (3) Text Processors	2,024.52	Annually	May 1988
er Business Products	(4) Dictation Units Printer Mic Station Portable Recorder (4) Recorders Bar Code Reader Call-in	3,458.52	Annually	March 1989
igraphics	Offset Print Machine	1,154.00	Annually	February 1990
h Miss Enterprises	(4) EKG Machines (2) Defibrillator Incubator Radiant Warmer (6) Anesthesia Machines	257.50	Monthly	December 1988
ce Systems & Equip.	Kardveyer 86650	480.00	Annually	July 1988
Biomedical Systems	Recorder Remote Monitor	4,000.00	Annually	August 1989
iso Control Corp.	(2) VSM-i (6) Monitor/Defib (5) Monitor (2) Pacing Cassettes (2) Chargers	5,232.00	Annually	August 1987

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er Computed Tomography	CT Scanner	5,566.67	Monthly	October 1989
essional Certification	Pharm.Clean Air Lashar Pharm.Chem-Biological Safety Cabinet	250.00	Annually	September 1989
ometer America, Inc.	(2) Radiometer Units	2,025.00	Annually	Mar. 1989
ometer America, Inc.	(1) Radiometer Unit	1,252.00	Annually	Jul. 1988
Pest Control	Pest Control Service	220.00	Monthly	November 1989
s, Inc./SM	(1) Cooler-Heater (4) Fuses (2) Air Sensor (2) Time/Temp Module 50/50 Hz 4 Base 112V	374.58	Monthly	July 1989
tecor	Sanna Camera	4,362.50	Quarterly	Mar. 1989
elabs	Alpha 9 #3204-01 ECG Cardules #1853-14 Neg. Pressure #1873-01 Arrhythmia 14 #3276-05 Universal Selector #1881-13 ECG Slave #1855-02 System Recorder #2448-02 Line Powered Defib. #4041-01 Alpha 9 #3204-01 ECG Cardule #1855-14 Alpha Autorecorder #2408-01 Alpha 9 ECG Cardule Pressure Cardule Monitor #514 Recorder #551 Alpha 9 ECG Cardule Pressure Cardule Cardiac Output Arrhythmia 14 Arrhythmia III Alpha 9 ECG Cardule Pressure Cardule 2-310 Transmitter 900 Monitor W/TH 900 IM Cardule 900 Autorecorder Arrhythmia III Alpha PC Bedside #9033303 ECG ML/ESIS #90407 Dual Pressure #90402	3,138.75	Quarterly	Mar. 1989

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C/D/ Pressure w/HemoCalcs

B-310 Transmitter
 Alpha PC Central
 PC 4-CH IM Proc #90004
 Central Recorder
 19" Color Monitor
 460 DMU Vidco
 460 SA/Vidco
 Monitor
 Bedside Recorder
 Monitor
 Recorder w/NIBF
 Monitor #90603 A-11
 Recorder #90651-01
 Monitor #90603A-11
 Recorder #90651-01

ediscus Group

Anesthesia Machine

120.00 Quarterly

June 1989

Computing Systems

HARDWARE

954.00 Annually

September 89

Digitizing Tablet
 Stylus Pen
 Tablet Cable
 Densitometer Cable
 Smart Image Tape Back-up

SOFTWARE

Cath.Lab Support System
 Word PICS
 DOS 2.1
 Crosstalk
 Reacte

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Company	Description	Monthly Payment	Final Payment Date
Abbott Laboratories	(50) Lifecare electronic flow control devices, and up to 504 pump administration sets	4075.00	March 1992
	(3) Lifecare P.C.A. (infusers)	137.95	March 1990
Adcon, Inc.	(7) voice and (3) digital pagers	350.20	monthly agreement
CEI Equifax	Credit services	134.40	monthly agreement
Delta Equipment Leasing Co.	Telephone equipment for credit information	15.00	monthly agreement
First Continental Leasing	Lab (Kodak) equipment	2658.45	September 1993
	telephone system	2104.97	December 1992
Gaymar Industries, Inc.	(5) TP-200 T-pumps	42.00	December 1989
	(1) MTA-4700 Medi-thera Hyper/hypothermia unit	189.00	October 1990
General Electric	Remote unit (1) MPI-100 (1) Televiz-remote control	5169.38	September 1991
	R & F unit (1) SPI-100 (1) SFI-85 (1) L500 Image Intensifier	4178.24	June 1991
	Specials (1) MPI-100 AP (1) L/U-A w/step tip (1) DF 4000 Digital system (1) BCK (1) MPI-100 Lat	16733.48	December 1991
	Cath. Lab (1) L/U-C Single plane system	9394.17	September 1991
	Scintitor D.P. cart, assy., exercise bicycle ergometer, tape drive, printer	14727.06	October 1991

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OXFORD LAFAYETTE MEDICAL CENTER

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Lease/Rental Agreements

Company	Description	Monthly Payment	Final Payment Date
General Electric	CT 9800 Scanner System	26249.00	February 1994
	StarCam 3000 IRT camera/ computer, review console	10137.00	February 1994
IBM	System 36 computer	1924.00	July 1992
IVAC	(3) IVAC temp plus	37.17	August 1987
	(21) IVAC temp plus	239.19	July 1988
Leblanc, Schexnayder & Assoc.	Accounting software, support maintenance, and enhancements	1050.00	July 1992
Med-Mart	Celldyn-2000, hematology	1489.34	April 1992
James Rayner, M.D.	(1) System 9900-Vag ophthalmic laser	5000.00	February 1987 1990 closed
Refuse Systems, Inc.	(1) Marathon RAM-Jet RJ-250	833.00	May 1991
Valleylab, Inc.	Electrosurgical equipment	679.00	August 1990
	Electrosurgical equipment	674.00	May 1987
	Electrosurgical equipment	779.00	September 1990

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Schedule 3

Oxford Lafayette Medical Center --
Probable Construction Costs prepared
by Jones Mah Gaskill Rhodes, Inc.
dated February 23, 1989

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OXFORD BAPTIST MEDICAL CENTER

DEMENT-MERIDIAN 60-8596

Oxford, Mississippi
February 23, 1989**COMPARISON OF PROPOSED FACILITY DEVELOPMENT PLAN
BY BAPTIST MEMORIAL HEALTH CARE SYSTEMS
WITH PLAN PROPOSED BY TRIBROOK ASSOCIATES**

The following analysis compares a new scheme proposed by Baptist Memorial Health Care Systems (BMH) with the scheme proposed by TriBrook dated July, 1988. Although the proposed construction costs for the BMH plan are slightly higher than those of the TriBrook, it is felt that the former provides more value through a new and improved image to the facility by concentrating the new construction in front rather than behind the hospital. This scheme is based on the ability to acquire the use of the land south of the hospital and Belk Street for parking and the future extension of Belk Street to the Highway 7 Bypass.

The BMH as well as TriBrook schemes propose a combination of new construction and renovation to expand the size of the facilities and improve the function of the older areas. The TriBrook scheme concentrates all of the new construction behind the existing hospital and further proposes an image enhancement program to the front of the existing building through a new canopy, parking lots, landscaping, and exterior painting of the building. The new construction is used primarily for expansion of the ancillary and supporting facilities and a new obstetrics department while renovating existing nursing units to improve the quality of the inpatient beds. The BMH plan proposes the new construction to accommodate new inpatient beds, similar in design and arrangement to the BMH Hospital-DeSoto. The new construction would also contain a new entrance and lobby facing south with primary access from Belk Street through a new entrance driveway and visitors' parking. Additional elevators are included in the new construction to provide for immediate visitor access to the inpatient units as well as for transportation of patients from the first floor to the new nursing units. The new nursing units are located on

the second and third floors of the new construction and contain a total of 110 beds in a combination of private and semi-private rooms, each room having a private toilet and shower.

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The majority of the rooms are sized as semi-private rooms, but an average census would allow most to be used as private rooms. A total of 68 rooms are available. The TriBrook report provides a total of 76 private rooms (excluding critical care and obstetrics) with fewer than half of those rooms having showers. The renovated patient rooms will be minimal in size and still have deficiencies such as entrance door widths and adequate nursing unit support space.

The first floor of the BMH new construction would also include a new emergency room and clinical laboratory. The emergency room would be located immediately west of the existing radiology department and the new clinical laboratory adjacent to the emergency room. The remainder of the first floor of the new construction would be shelled for future expansion of services. The TriBrook plan indicated that future construction would allow for the replacement of the laboratory, but that it was left in its current temporary building for the immediate plan. The BMH plan would allow for the removal of this temporary facility and this site has been identified as a future potential MRI location.

The obstetrics function is proposed by the BMH plan to be in the existing south wing, which would be fully renovated to provide for a women's pavilion. This wing would contain the LDRP's proposed for single room obstetrics as well as private patient rooms for use by clean GYN or other related women's acute care services. The facility would have a separate entrance fronting onto Belk and would contain other related and supporting services such as mammography, childbirth training, etc. This would be identified as a hospital within a hospital with its own identity carefully tailored to women's needs. The TriBrook plan provided a similar facility, but located on the second floor of the new construction, above the emergency room and other ambulatory care activities.

on the second floor of the existing building in space vacated by the nursing units. This would provide for private patient rooms for ambulatory surgery patients for pre- and post-operative stay, endoscopy, neurodiagnostics, respiratory therapy, cardiac rehab, and education. These functions, with the exception of respiratory therapy, were proposed for new construction by the TriBrook plan. Surgery expansion in the BMH plan would be accommodated through internal renovation of vacated areas adjacent to Surgery.

The third floor of the existing building would be converted for physicians' activities including the lounge and sleep rooms, medical library and medical records department. Hospital administrative offices would also be located on this floor. The TriBrook plan proposed that these functions would be in new construction, with the exception of hospital administration. The other department proposed for new construction by TriBrook is physical therapy, which would remain in the existing facility on the first floor, but expanded in scope in the BMH plan.

Future expansion possibilities are features of either plan. The new construction in front of the building proposed by BMH could become a future possibility in the TriBrook plan, given the availability of the land south of Belk for parking. The new construction and future proposals of the TriBrook plan could be accommodated in the BMH proposal, if needed. The new construction proposed by BMH will have foundations capable of multiple stories of vertical expansion, and the existing hospital has the capability of adding an additional floor at the fourth level.

JONES MAN GASKILL CITY OF OXFORD

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OXFORD-LAFAYETTE MEDICAL CENTER Probable Construction Costs Facility Development Plan February 23, 1989

The following costs are based on a proposed development for new construction and renovations to Oxford-Lafayette Medical Center. Figures used are based on departmental gross areas expressed in square feet, an average of \$95/sf for new hospital construction in this area and a multiplier factor for each department based on its complexity and whether it is new construction or renovation. Each major phase is escalated by a factor to get from construction costs to project costs including costs for fees, contingencies, equipment, and furnishings. Excluded area any costs associated with financing or land acquisition.

Phase 1 Construct new additions, new south (of Belk) parking lot, site improvements in association with new construction:

a.	Site Preparation			\$250,000
b.	South Parking Lot			\$250,000
c.	New Construction			
	<u>First Floor</u>			
	Lobby, etc.	7,000 sf x \$95/sf x 0.96	=	\$638,000
	Laboratory	4,000 sf x \$95/sf x 1.15	=	\$437,000
	Emergency	3,500 sf x \$95/sf x 1.18	=	\$392,000
	Mechanical	2,000 sf x \$95/sf x 0.80	=	\$152,000
	Shelled	15,000 sf x \$95/sf x 0.50	=	\$712,000
	Sub total			<u>\$2,331,000</u>
	<u>Second Floor</u>			
	Nursing Unit	22,000 sf x \$95/sf x 1.10	=	\$2,300,000
	<u>Third Floor</u>			
	Nursing Unit	22,000 sf x \$95/sf x 1.10	=	\$2,300,000
	Total New Construction			<u>\$6,931,000</u>
	Total Phase 1 Construction Costs			\$7,431,000
	Fees, Contingency, Equipment, Furnishings (29%)			<u>\$2,169,000</u>
	Total Phase 1 Project Costs			\$9,600,000

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Phase 2 Renovate existing hospital space:Ground Floor, Main

Pharmacy, General Stores \$169,300*

First Floor, South Wing (OB)

Major: 10,000 sf x \$95/sf x 0.84 = \$798,000

Minor: 10,000 sf x \$95/sf x 0.42 = \$399,000

Sub total - 1 South \$1,197,000

First Floor, Main Wing

Surgery \$278,600*

Imaging \$193,600*

Business Office, etc. (allowance) \$200,000

Sub total - 1 Main \$672,200

Second Floor

CCU \$400,000*

Neurodiagnostics 1900 sf x \$95/sf x 0.40 = 72,000

Cardiac Rehab 1400 sf x \$95/sf x 0.40 = 53,000

Ambulatory Surgery 5200 sf x \$95/sf x 0.40 = 197,600

Endoscopy 800 sf x \$95/sf x 0.40 = 30,000

Resp. Therapy 1515 sf x \$95/sf x 0.40 = 58,000

Sub total - 2 Main \$810,600

Third Floor

Medical Records 2250 sf x \$95/sf x 0.30 = \$64,000

Medical Staff 900 sf x \$95/sf x 0.30 = \$26,000

Education 2000 sf x \$95/sf x 0.30 = \$57,000

Administration 1000 sf x \$95/sf x 0.30 = \$30,000

Sub total - 3 Main \$177,000

Total Phase 2 Construction Costs \$3,026,000

Fees, Contingency, Equipment, Furnishings (25%) 756,500

Total Phase 2 Project Costs \$3,782,500

GRAND TOTAL PROJECT COSTS \$13,392,100

*Source: TriBrook Report

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BMHCS FACILITIES PLAN

DEMENT-MERIDIAN 60-8596

BMHCS Has Committed To:

- Project a modern image.
- Maintain competitive position without unnecessary duplication of capital improvements.

BMHCS Plan Will:

- Increase hospital site from 10 acres to 15 acres.
- Improve exterior image.
- Improve site access and traffic flow.
- Increase parking resources.
- Provide new patient tower on Lamar Avenue with 110 private and semi-private beds, each room having a private toilet and shower.
- Provide a new Emergency Entrance on Elliot Drive.
- Provide a new public entrance off Belk Blvd.
- Propose a new women's pavilion on Blek Blvd. with a separate entrance and single room obstetrics (LDRP).
- Provide new clinical laboratory, ambulatory services, and diagnostic service areas in the facility.

The BMHCS plan would provide for a 209,000 square foot facility, a 57% increase over the existing facility, and is subject to definitive studies to be conducted by BMHCS with the community and medical staff after commencement of the lease.

Schedule 4Conflicts

None, other than (i) consents to assignment of certain of the Hospital Contracts which have not been obtained, and (ii) the effect of the assumption of certain Hospital Contracts by Lessee on the exemption from taxation currently enjoyed by Lessor in respect of such Hospital Contracts as a result of Lessor's status as municipal entities.

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Schedule 5

Encumbrances on
Title to Leased Premises

See attached Title Certificate.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

ATTORNEYS AT LAW
 POST OFFICE BOX 430
 OXFORD, MISSISSIPPI
 38658

CHESTER L. SUMMERS
 1888-1958
 WILL A. HICKMAN
 S. T. RAYBURN
 H. SCOT SPRAGINS
 ANDREW K. HOWORTH
 DAVID O. O'DONNELL*
 DAVID L. CALDER
 KENNETH COGHLAN**

*ALSO ADMITTED IN FLORIDA
 **ALSO ADMITTED IN GEORGIA

1305 MADISON AVENUE
 AREA CODE 601
 TELEPHONE 234-1404
 TELECOPIER 601-236-2587

TITLE OPINION

May 31, 1989

Baptist Memorial Health
 Care Development Corporation

RE: Lease of Oxford Lafayette Medical Center by Baptist Memorial Health Care Development Corporation (Detailed description attached hereto as Exhibit "A" and made a part hereof as if fully copied in words and figures herein.)

Gentlemen:

This is to certify that we have made an examination of all applicable public records of Lafayette County, Mississippi, beginning with a good deed not less than fifty years ago, to determine the status of title, which is out of the sovereign, of the captioned land.

Based upon an examination of said records, and adverse possession, we now certify that, in our opinion, title in and to the captioned land together with all buildings and improvements thereon, being the hospital and the hospital site described in Exhibit "A" hereto, is vested in The City of Oxford Mississippi and Lafayette County, Mississippi, each holding an undivided one-half (1/2) interest, subject only to the following:

1. Encroachment of the subject property upon Jeff Davis Drive and encroachment of the subject property upon a gravel road on the south border as well as other matters which would be disclosed by an accurate survey of the property.
2. The following security agreements:

Baptist **MINUTE BOOK No. 61, CITY OF OXFORD**
Development Corporation

DEMENT-MERIDIAN 60-8596

May 31, 1989
Page 2

(a) UCC financing statement between Oxford-Lafayette County Hospital as Lessee and HBE Leasing Corporation as Lessor found in the UCC records of Lafayette County at 80-355, assigned by HBE Leasing Corporation on June 30, 1980 to Continental Illinois National Bank & Trust Company of Chicago with a continuation of the financing statement filed on February 25, 1985.

(b) UCC financing statement between Oxford-Lafayette County Hospital as Debtor and Coulter Leasing Corporation as Secured Party, found in the UCC records of Lafayette County at 83-48, filed on January 10, 1983, and assigned to Continental Illinois Leasing Corporation.

(c) UCC financing statement between Oxford-Lafayette County Hospital as Debtor and General Electric Company as Secured Party, found in the UCC records of Lafayette County at 86-2006, filed on November 12, 1986.

(d) UCC financing statement between Oxford Lafayette Medical Center as Lessee and Med Mart, Inc. as Lessor, found in the UCC records of Lafayette County at 87-944, filed on August 3, 1987.

(e) UCC financing statement between Oxford Lafayette County Hospital as Debtor and Healthcare Television & Telephone, Inc. as Secured Party, found in the UCC records of Lafayette County at 88-92, filed on January 19, 1988.

(f) UCC financing statement between Oxford Lafayette Medical Center as Debtor and First Continental Leasing Corporation as Secured Party, found in the UCC records of Lafayette County at 88-1363, filed on November 3, 1988.

(g) UCC financing statement between Oxford Lafayette Medical Center as Debtor and First Continental Leasing Corporation as Secured Party, found in the UCC records of Lafayette County at 88-1384, filed on November 7, 1988.

(h) UCC financing statement between Oxford Lafayette Medical Center as Lessee and General Electric Company as Lessor, found in the UCC records of Lafayette County at 88-1496, filed on December 5, 1988.

Dated May 31, 1989

Page 3

- (i) UCC financing statement between Oxford Lafayette Medical Center as Lessee and General Electric Company as Lessor, found in the UCC records of Lafayette County at 89-382, filed on March 27, 1989.
3. The terms and conditions of that certain Trust Indenture as filed in the Board of Supervisors of Lafayette County in Minute Book LL at pages 46 - 381, and contained in UCC financing statement, found in the UCC records of Lafayette County at 84-1737, filed on November 16, 1984.
 4. That certain Agreement to Lease between The City of Oxford, Lafayette County, Mississippi, Oxford Lafayette Medical Center and Baptist Memorial Health Care Development Corporation as recorded in Book 394 at page 25 of the Lafayette County land records on April 25, 1989.
 5. That certain Lease Agreement between Oxford Wire and Cable, Inc., and Lafayette County, Mississippi, as recorded in Book 384 at page 65 of the Lafayette County land records on July 22, 1987, said Lease Agreement having been assigned to Denton Mills, Inc. by virtue of an unrecorded assignment.
 6. That certain Lease Agreement between The City of Oxford, Lafayette County, Mississippi, Oxford Lafayette Medical Center and Baptist Memorial Hospital - North Mississippi, Inc., dated May 31, 1989, and filed this date for recording in the office of the Chancery Clerk of Lafayette County, Mississippi.
 7. That certain Supplemental Trust Indenture from Lafayette County, Mississippi and City of Oxford, Mississippi and The Board of Trustees of Oxford Lafayette Medical Center and Baptist Memorial Hospital - North Mississippi, Inc. to Trustmark National Bank as Trustee, dated May 31, 1989, and filed this date for recording in the office of the Chancery Clerk of Lafayette County, Mississippi.

This Title Opinion is through May 31, 1989, at 5:00 o'clock P.M.

Sincerely yours,

SUMNERS, HICKMAN & RAYBURN

Will A. Hickman
Will A. Hickman

Enclosure

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DEMENT-MERIDIAN 60-6596

Hospital and Hospital Site

A fraction of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Section 33, Township 8 South, Range 3 West, and run South $89^{\circ}24'$ East along the North line of Section 33 a distance of 2,478.9 feet to a stake; thence South $0^{\circ}36'$ West a distance of 60.0 feet to a stake, said point being the point of beginning of this description. From this point of beginning run thence South $0^{\circ}36'$ West a distance of 792.8 feet to a stake; thence North $74^{\circ}14'$ West a distance of 755.5 feet to a stake on the East right-of-way line of Mississippi Highway No. 7; thence North $14^{\circ}38'$ East along said right-of-way line a distance of 270.1 feet to a stake; thence North $28^{\circ}18'$ East a distance of 94.1 feet to a stake; thence North $19^{\circ}40'$ East a distance of 265.2 feet to a stake; thence South $89^{\circ}24'$ East a distance of 538.5 feet to the point of beginning, containing 10.1 acres, more or less.

And more accurately and correctly described as follows:

A tract of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a concrete monument located 273.33 feet West and 60.04 feet South of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said concrete monument being located on the South line of Elliott Drive; run thence S $0^{\circ}38'20''$ W, leaving the south line of said Elliott Drive, for a distance of 790.76 feet to a concrete monument on the north line of Belk Street; run thence N $74^{\circ}44'24''$ W along the north line of Belk Street for a distance of 754.97 feet to a concrete monument on the east line of South Lamar Boulevard; run thence N $14^{\circ}17'30''$ E along the east line of South Lamar Boulevard for a distance of 270.22 feet to an iron pin; run thence N $28^{\circ}16'46''$ E, leaving the east line of South Lamar Boulevard, for a distance of 93.91 feet to a concrete monument; run thence N $19^{\circ}24'53''$ E for a distance of 265.05 feet to a concrete monument on the south line of Elliott Drive; run thence S $89^{\circ}43'50''$ E along the south line of Elliott Drive for a distance of 537.88 feet to the point of beginning of the herein described tract of land; said tract contains 10.41 acres, more or less.

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and,

ALSO:

A parcel of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pin located 849.1 feet South and 519.4 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said iron pin being located on the south right-of-way line of Belk Street; run thence S 0°02'00" W, leaving said south right-of-way line, for a distance of 220.52 feet to an iron pin on a fence line; run thence S 0°02'43" E along said fence for a distance of 269.01 feet to an iron pin; run thence along a fence on the south side of a gravel road as follows: run N 67°33'38" W for a distance of 131.70 feet to a point; run thence N 70°14'58" W for a distance of 91.67 feet to a point; run thence N 72°16'51" W for a distance of 162.72 feet to a point; run thence N 73°45'26" W for a distance of 34.37 feet to a cotton picker spindle set in the center of a 30 inch Oak stump; run thence N 70°28'49" W, leaving said fence line, for a distance of 18.51 feet to a point on the centerline of Old Jeff Davis Drive; run thence N 24°00'55" W, along said centerline, for a distance of 171.16 feet to a railroad spike found on the centerline of said Old Jeff Davis Drive; run thence S 79°10'22" W, leaving said centerline, for a distance of 78.48 feet to a point on the east right-of-way line of Old Mississippi Highway Number 7; run thence along said east right-of-way line as follows: run N 3°20'57" E for a distance of 93.70 feet to a point; run thence N 7°28'40" E for a distance of 138.27 feet to a point; run thence N 13°07'47" E for a distance of 97.21 feet to a point; run thence N 14°16'41" E for a distance of 15.85 feet to the intersection of the east right-of-way line of Old Mississippi Highway Number 7 and the south right-of-way line of Belk Street; run thence S 74°44'24" E, leaving said east right-of-way line of Old Mississippi Highway Number 7, along said south right-of-way line of said Belk Street for a distance of 529.32 feet to the point of beginning of herein described parcel of land; said parcel contains 5.51 acres, more or less.

LESS AND EXCEPT: The right of way for Old Jeff Davis Drive, approximately 21 feet in width, along the west side, and right of way for gravel road, approximately 14 feet in width, along the south side of the above described property.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Schedule 6

Employee Benefits

BAPTIST MEMORIAL HOSPITAL NORTH MISSISSIPPI
MINUTE BOOK No. 61, CITY OF OXFORD
SCHEDULE OF EMPLOYEE BENEFITS

DEMENT-MERIDIAN 60-8596

- I. Retirement Plan
- II. Health and Dental Plan
- III. Hospital Provided Life Insurance
- IV. Voluntary Life Insurance
- V. Annual Leave
- VI. Workers Compensation
- VII. Tax Sheltered Annuity Program
- VIII. Tuition Reimbursement
- IX. Optional Cancer/Intensive Care Insurance
- X. Credit Union
- XI. Service Awards
- XII. Rest Breaks

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

I. RETIREMENT PLAN

All years of creditable service with Oxford-Lafayette Medical Center under the current Mississippi State PERSM plan will be carried forward and credited to each employee who becomes a BMH-North Mississippi employee. These years of service will be applied to the vesting schedule of the BMH-North Mississippi retirement plan.

The regular BMH-North Mississippi retirement plan is a defined contribution plan that includes these provisions:

eligibility

- age 21, one year of service, 1000 hours worked

employee contributions

- 2%, 3%, 4%, 5% tax sheltered or tax paid

employer matched contributions

- 2x employee contributions

vesting schedule

- 3/7 graduated schedule

retirement

- as early as age 55

As of the conversion date, employees will no longer contribute to the state PERSM retirement plan. They will be given the following options:

- 1) Begin receiving a state retirement benefit (and continue working) if state plan provisions are met. Join the BMH plan for a second retirement benefit if desired.
- 2) Withdraw employee contributions from the state plan. Join the BMH plan if desired for a future retirement benefit.
- 3) Leave all employee contributions in PERSM until a later retirement date and be guaranteed a retirement benefit from BMH of no less than that currently available under the state retirement formula. Participation in the BMH plan would be required.

Employees will be given an opportunity as indicated in
to protect their current retirement benefit if they
effect to do so. In order to guarantee the benefit, the
employee must:

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DEMENT-MERIDIAN 60-8596

- 1) Leave all employee contributions in PERSM until normal retirement or disability retirement as defined by PERSM at the time of conversion, and
- 2) Begin participation immediately and continuously in the BMHCS, Inc. 403-(b) retirement annuity plan at the 5% employee contribution level until normal retirement or disability retirement.

In this way, employees will be guaranteed a retirement benefit at least equal to their current state retirement benefit based on current formulas. BMH will calculate the state formula based on combined years of service (Oxford and BMH) and guarantee to the employee that the combination of the state monthly benefit check actually received and the BMH retirement benefit check will be no less than the state formulas (the combination may be greater depending on years of participation in the BMH plan).

The attached information sheet will be distributed to all employees and explains the guarantee as well as the current state benefit formulas for normal service retirements and disability retirements.

PROVISIONS

- Available to current participants in Public Employees' Retirement System of Mississippi (PERSM)
- Provides minimum retirement (service or disability) benefit at least equal to PERSM retirement benefit as of _____.
- Eligibility Requirements
 - 1) all employee contributions remain in PERSM until retirement (defined below), and
 - 2) immediate and continuous participation in the Baptist Memorial Hospital - North Mississippi retirement plan at the five percent (5%) rate until retirement (defined below).

QUALIFICATIONS AND FORMULA

- Full Service Retirement
 - 1) 30 years of service, any age, or
 - 2) 4 years of service, age 65 or above.
- Reduced Service Retirement
 - 1) 25 years of service, less than age 60 - reduction of $6\frac{2}{3}\%$ for each year under 30 years of service (maximum reduction - $33\frac{1}{3}\%$), or
 - 2) 4 years of service, ages 60-65 - reduction of 3% for the lesser of 1. each year under age 65; or, 2. each year of service less than 30 (maximum reduction - 15%).
- Disability Retirement
 - 1) less than age 60
 - 2) 4 years of membership service
 - 3) disability occurs while a member
 - 4) certified by Medical Board as disabled

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DEMENT-MERIDIAN 60-8596

- 1) $1\frac{3}{4}\%$ of average salary of four highest consecutive years times years of service up to 30 years.
- 2) $1\frac{3}{4}\%$ of average salary of four highest consecutive years times years of service up to 30 years, plus 2% (of such average salary) times years of service in excess of 30 years.

Disability:

- 1) 85% of $1\frac{3}{4}\%$ of average salary of four highest consecutive years up to the maximum coverage times adjusted years of service (years of service up to disability plus number of years from age at disability to age 60).
- If the combination of the benefits provided from the BMH-North Mississippi retirement annuity plan and the PERSM plan are less than the appropriate benefit formula described above, a supplemental retirement benefit will be provided.

Vesting

Based on years of combined eligible service with Oxford Lafayette Medical Center and BMH-North Mississippi.

<u>Years</u>	<u>%</u>
0-2	0%
3	20%
4+	100%

This information highlights the special plan provisions and is not a substitute for the plan document.

II. HEALTH AND DENTAL PLAN

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The City of Oxford employees will be enrolled in the BMHCS, Inc.'s preferred provider plan called HealthMark. Employees currently covered under the Mississippi Hospital Employee Benefit Trust will be enrolled in HealthMark with no lapse in coverage. Employees not currently enrolled will be given the opportunity to join if they meet the eligibility requirements.

DEMENT-MERIDIAN 60-8586

Pre-existing condition limitations will be waived for any employee or dependent who has already satisfied the required waiting times. In addition, employees or dependents will not be required to satisfy additional deductibles if they have met all or portions of their 1989 deductible under the current plan.

The HealthMark plan is a comprehensive medical and dental plan, whereas the Mississippi plan is medical only. An optional, dental contract is offered individually at employee expense. This separate policy will continue in force as an additional dental benefit if the employee chooses.

The major provisions of the HealthMark plan are:

- Medical Deductible - \$100 per person per calendar year (separate per admission deductible applies to Non-PPO facilities)
- Out-of-Pocket for Preferred Providers - \$1000 per person per calendar year
- Inpatient Facility - 90% PPO/70% non-PPO
- Outpatient Facility - 100% PPO/70% non-PPO
- Physician - 90% PPO/50% non-PPO
- Prescription Drugs - 80%
- Lifetime Maximum - \$250,000 per person

Pre-certification required for specified services.

Calendar year maximum for inpatient and outpatient mental/nervous and alcoholism/substance abuse disorders.

Dental

Deductible - none

Calendar year maximum benefit - \$500.00 per person

Basic benefits for specified diagnostic, restorative and preventive dental care procedures - 80%

Current Monthly Employee Premiums, Medical and Dental
MINUTE BOOK No. 61, CITY OF OXFORD

Full-Time

Part-Time

DEMENT-MERIDIAN 60-8596

Single coverage:	\$24.00	\$30.00
Family coverage:	\$48.00	\$60.00

The anticipated effective date for conversion to HealthMark in July 1, 1989.

III. HOSPITAL PROVIDED LIFE INSURANCE

BMH-North Mississippi employees will be covered by the BMHCS, Inc. group term life insurance policy with American General Life Insurance Company. The umbrella contract will provide coverage of 1-1/2 times annual pay to all full-time employees, to a maximum of \$50,000. The AD&D coverage provides for double indemnity for accidental death, and a schedule of benefits for dismemberment depending upon severity and type of loss.

The waiting period will be waived if current Oxford full-time service otherwise satisfies the contract waiting period of 90 days of full-time employment.

The anticipated effective date is July 1, 1989.

IV. VOLUNTARY LIFE INSURANCE

BMH-North Mississippi employees will be given the opportunity to purchase additional life insurance through the BMHCS, Inc. group term voluntary life insurance policy. The umbrella contract will provide coverage, if elected, for the employee, a spouse, and dependent children. The employee elects coverage of 1x or 2x annual salary to a maximum \$100,000. Additionally, coverage for a spouse of one-half the employee coverage a maximum of \$50,000 and for dependent children, \$10,000 per eligible child may be elected.

The premiums are age-related and are paid by the employee.

The anticipated effective date is July 1, 1989.

V. ANNUAL LEAVE

Employees will be given a more liberal schedule of paid days off than the current accumulation rate. The schedule will be as follows, based on all accumulated Oxford/BMH service:

	<u>Hours Per Pay Period</u>	<u>Equivalent Days Per Year</u>
DOE - 18 months	6.77	22
19 months - 36 months	7.08	23
37 months - 54 months	7.38	24
55 months - 119 months	8.00	26
120 months - 179 months	8.62	28
180 months +	9.23	30

The above schedule is based on a full-time, 80-hour per pay period employee. For full-time employees working less than 80 hours, the hourly equivalents will be pro-rated.

MINUTE BOOK No. 61, CITY OF OXFORD

The conversion will occur as of the first pay period under the BMH-North Mississippi contract. DEMENT-MERIDIAN 60-8596

VI. WORKERS COMPENSATION

The current contract with the Virginia Insurance Reciprocal (most recent effective date is March 3, 1989) will continue. This contract provides insured payments to employees in the event of work-related injuries or death.

VII. TAX SHELTERED ANNUITY PROGRAM

Employees currently participating in the VALIC 403-(b) plan may continue if so desired. The BMHCS, Inc. broker for additional Tax Sheltered Annuity Contracts, COPELAND COMPANIES, will be made available to employees who desire additional products. The anticipated effective date for adding COPELAND products is August 1, 1989.

VIII. TUITION REIMBURSEMENT PROGRAM

The current plan that allows employees the opportunity to take a limited number of courses offered to the hospital by the University of Mississippi will continue.

IX. OPTIONAL CANCER/INTENSIVE CARE INSURANCE

The optional cancer/intensive care insurance made available to all employees through American Family Life Insurance Company will continue.

X. CREDIT UNION

The service of the BMHCS, Inc. Credit Union, a federally chartered organization, will be made available to BMH-North Mississippi employees. The application process has been completed. The anticipated effective date for these services is August 1, 1989.

XI. SERVICE AWARDS

All Oxford-BMH service will be credited toward employee eligibility for service awards. These are distributed at various service increments of 5 years.

XII. REST BREAKS

Employees will continue to receive two ten-minute rest breaks per shift, during which free coffee and tea is available.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Schedule 7

Facility Survey Report of Inspection
of the Hospital conducted on
March 29 and 30, 1989 as referenced
in correspondence dated April 3, 1989
from Jones Mah Gaskill Rhodes, Inc.

k C. Jones
 as Mah
 Lem H. Gaskill
 Id A. Rhodes
 Noel F. Pinedfield
 tin E. Gorman, Jr.
 rk McDonald
 ard N. Van Frank

April 3, 1989

Mr. Bobby Hancock
 Baptist Memorial Health Care Development Corp.
 899 Madison Avenue
 Memphis, TN 38146

Subject: Oxford-Lafayette Medical Center

Dear Mr. Hancock:

We have further reviewed the list of items generated by the teams from our office and Inman Construction Corp. on March 29th and 30th, 1989, to categorize these as follows:

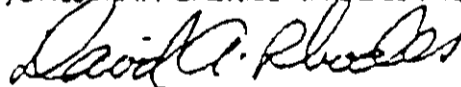
- A. Items which require maintenance, repair, or replacement in the next 12 months whether or not BMH is the operator of the facilities and whether or not an expansion and renovation program is undertaken. These items total \$374,000.
- B. Items required to bring the facilities up to BMH standards that are not included in the proposed construction and renovation plan. These items total \$485,000.
- C. Items which should be added to the construction and renovation program which have surfaced as a result of the facilities survey that were not considered in the Tribrook report nor the BMH construction/renovation proposal. These items total \$1,698,000.

We wish to emphasize that the factors used in the construction and renovation program are based on today's pricing and it is assumed that the project would proceed expeditiously and bids taken during the calendar year 1989. Should the time scheduled be lengthened for this development, a factor of 4% per year should be added to the construction and renovation cost for escalation.

If we can provide further information to assist you in this effort, please contact me.

Sincerely,

JONES MAH GASKILL RHODES INC.



David A. Rhodes, AIA

890460.00/1/CLA

cc: Inman Construction Corp.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596
March 29, 1989 & March 30, 1989

Mrs. Gene Smith of Jones Mah Gaskill Rhodes, Inc.; Paul Akin and Herbert Falkitts of Inman Construction Corp.; and James Rogers of Summersall Electric Co. Inspected the Oxford-Lafayette Medical Center on March 29, 1989. Mrs. Smith, Akin and Robert Boswell of Southland Air Conditioning, Inc. inspected the facility on March 30, 1989. Mr. Phillip Lassiter, Director of Maintenance, Oxford-Lafayette Medical Center, accompanied both parties during their inspections.

The purpose of the inspection was three fold. (1) Discover and estimate the cost of any modifications required to bring the hospital up to code requirements and/or "Baptist Memorial Standards" in the immediate future (0 to 3 years). (2) Confirm costing factors used in a February 23, 1989, Facility Development Plan prepared by Jones Mah Gaskill Rhodes, Inc. for a construction completion in 3 to 4 years. (3) Discover and estimate the cost of modifications which may be required in conjunction with or after the proposed Facility Development Plan but are not required in the immediate future.

The following listing is somewhat subjective as to category. Estimated values are extremely preliminary. These footages may be of value while reviewing the listings:

Basement: 22,033 (approx. 20,000 in new surgery bldg.)
1st Flr: 74,647 (approx. 20,000 in new surgery bldg.)
2nd Flr: 18,186
3rd Flr: 18,186

133,052 sf w/o consideration of out buildings or canopies.

ITEM DESCRIPTION	NECESSARY REPAIRS & MAINTENANCE	UPGRADES TO BHM STANDARDS	FACILITY DEVELOP.
1) Current incinerator inadequate for current volume of wastes; discharge appears to exceed standards; current location allows discharge to short circuit to surgery building air handler intake.	50,000	--	--
2) Site lighting at east employee parking appears inadequate to provide safe and secure access to vehicles.	7,000	--	--
3) Landscaping should be aesthetically upgraded to "BHM standards".	--	100,000	--
4) The parapet on the west side wall has extensive brick facade face spalling which presents both an appearance and other public safety hazard. The exterior parapet facing should be replaced.	--	--	36,000

MINUTE BOOK No. 61, CITY OF OXFORD

Revised 4-3-8

OXFORD CIVIL ENGINEERING
OXFORD INDEPENDENT MEDICAL CENTER
March 29 & 30, 1989

DEMENT-MERIDIANO 8898

ITEM DESCRIPTION	NECESSARY REPAIRS & MAINTENANCE	UPGRADES TO BHM STANDARDS	FACILITY DEVELOP.
different color shadings presenting a somewhat less than normal "BHM standard" appearance. Painting the existing brick would help solve this problem.	--	50,000	--
Adding an Exterior Finish System would also solve the problem and provide some insulation value for the exterior walls which are currently not insulated. ADD to above:	--	--	450,000
6) The east boiler stack brick facade has extensive cracking at the first and second floor levels which should be tuckpointed.	5,000	--	--
7) The current shed construction housing the kitchen cooler/freezers is unweightly and detracts from the building's aesthetics.	--	30,000	--
8) The tractor shed at the rear of the hospital should be upgraded and relocated away from the hospital's receiving docks.	--	8,000	--
9) The current roof is in good overall repair, however, some work will need to be done on some areas which are currently puddling and causing some soft spots where water has penetrated into the roofing plies.	6,000	--	--
10) The existing windows are single pane and non-insulated, there are no slide stops to restrict the size of any clear opening as required by life/safety codes and there are no screens.	--	--	60,000
11) All door locks should be rekeyed with new masters and sub-master keyed cylinders.	--	20,000	--
12) Most fire and smoke rated walls have non-firestopped penetrations. Some partitions are not full height to structure above as required at Desoto.	20,000	--	--
13) Acoustical ceilings throughout the "old hospital" need to be replaced in order to achieve normal "BHM standard" aesthetics.	--	120,000	--

MINUTE BOOK No. 61, CITY OF OXFORD

DEPARTMENT OF PUBLIC WORKS
 REPAIRS & MAINTENANCE
 BMM
 FACILITY DEVELOPMENT
 DEMENT-MERIDIAN 60-8596

ITEM DESCRIPTION	MAINTENANCE	STANDARDS	FACILITY DEVELOP.
14) New nurse call panels and television set mounts have been recently added in the patient rooms. Wall patching has not been completed.	24,000	--	--
15) Modifications to the current labor/delivery area and construction of an in which to relocate the nuclear medicine area are under construction but not completed.	16,000	--	--
16) Much of the existing kitchen equipment is worn out and antiquated.	30,000	--	--
17) The two "Kraft" elevators do not have emergency power capabilities and will therefore not operate in a power outage emergency. The existing antiquated elevator motor controllers should be replaced with new state of the art controllers and a new transfer switch installed to switch elevator power to emergency systems during a power outage.	--	37,000	--
Elevator motor loads indicate a new emergency generator will need to be added to furnish adequate power for the elevators during a power outage.	--	31,000	--
18) The two Kraft elevators do not have interconnected car call and door systems. In effect they operate as a single elevator since most people push both sets of call buttons while waiting for a car.	--	25,000	--
19) The domestic hot water piping system is looped without adequate zone valves to allow small areas of the hospital to be shut off for maintenance or system repairs.	5,000	--	--
20) The common bathing facilities serving the patient areas need to be upgraded to "BMM standard".	--	3,000	--
21) The vacuum pump serving the surgery area medical vacuum system is excessively noisy and may not be functioning properly.	13,000	--	--
22) The pneumatic controls regulating the old boiler room boilers and chillers are worn out and need replacement.	30,000	--	--
23) The cafeteria is not aesthetically up to "BMM standards" for a high visibility area. In addition there is no short order or deli capability.	--	50,000	--

MINUTE BOOK No. 61, CITY OF OXFORD

ATY VISITING COMPANY
 1700 - LAFFAYETTE MEDICAL CENTER
 March 29 & 30, 1989

DEMENT-MERCIER Revised 4-3-

ITEM DESCRIPTION	NECESSARY REPAIRS & MAINTENANCE	UPGRADES TO 1974 STANDARDS	FACILITY DEVELOP.
24) The underground fuel oil storage tanks <u>may not</u> meet proposed new code or even the recently revised existing code requirements.	50,000	--	--
25) The cooling tower serving the Extended Care wing is in poor shape and should be replaced.	25,000	--	--
26) 11) 200T chiller is due for an overhaul in the near future.	15,000	--	--
27) 1) Sterilizer has become antique and cannot be serviced.	30,000	--	--
28) The Pass Through Washers frequently flood the room that they're in.	5,000	--	--
29) The maintenance department needs test equipment in order to make required periodic medical equipment evaluations.	5,000	--	--
30) None of the existing elevators have automatic switch over to emergency power capabilities.	--	--	5,000
31) The fire alarm system is antiquated and will not meet code.	--	--	100,000
32) Emergency lighting circuits need to be added to approximately a third of the corridor lights in lieu of the floor lights currently providing emergency lighting.	--	--	25,000
33) Receptacles need to be grounded and upgraded to "hospital standard".	--	--	50,000
34) The kitchen area currently has no emergency lighting.	2,000	--	--
35) The roof area needs additional power receptacles in order to provide power within 75 ft of any piece of equipment.	--	--	1,000
36) Some circuits are currently wired with Romex, an insulated exposed wire system permitted in home building but not in hospitals.	9,000	--	--
37) Kitchen coolers and freezers should be put on an emergency power circuit to prevent food loss and the possibility of accidental food poisoning.	2,000	--	--

MINUTE BOOK No. 61, CITY OF OXFORD

TELEPHONE DEPARTMENT
 REPAIRS & MAINTENANCE
 BMH
 FACILITY DEVELOPMENT
 DEMENT-MERIDIAN 60-8596

ITEM DESCRIPTION	REPAIRS & MAINTENANCE	STANDARDS	FACILITY DEVELOPMENT
38) There is no alarm on the isolation panels in the Operation Rooms. These panels also should be interlocked with the panel at the nurse's station.	1,000	--	--
39) There is no code blue system in the Operating Room's.	5,000	--	--
40) The existing 1st, 2nd & 3rd floor patient area air systems in the "old hospital" are not providing adequate air flow or cooling. These systems could be replaced with a new all air system in conjunction with the new expansion by upsizing the new chillers included in the proposed Fac. Dev. Plan.	--	--	710,000
41) The existing bath exhaust system is not working well, most of the bath rooms are stale and have a detectable odor.	10,000	--	--
42) The existing hvac water systems need to be balanced.	3,000	--	--
43) The kitchen hood needs to be upgraded.	--	8,000	--
44) Several other minor miscellaneous hvac system changes will be required to achieve a more efficient operating system.	4,000	--	--
45) The shelled space factor used in the Fac. Dev. Plan appears to be low at 50%; 44% is suggested as a more reasonable factor.	--	--	199,000
46) The 30% factor used for third floor renovation in the Fac. Dev. Plan is low. Another \$10 per sf should be added.	--	--	62,000
TOTALS	374,000	485,000	1,690,000
47) There may be asbestos insulation present in the old boiler room and laundry room (and presumably on the steam lines in between).	1	--	--
48) Factors used in the Facility Development Plan are predicated upon today's pricing. It is assumed that the plan will be implemented within the next six months. Otherwise escalation should be added.	--	--	1
49) Owner furnished signage.	--	--	1

MINUTE BOOK No. 61, CITY OF OXFORD
 Mssrs. Smith, Akin and Robert Boswell of Southland Air Conditioning, Inc. and Herbert Kalkitts of Inman Construction Corp., and James Rogers of Summerfall Electric Co. inspected the Oxford-Lafayette Medical Center on March 29, 1989. Mssrs. Smith, Akin and Robert Boswell of Southland Air Conditioning, Inc. inspected the facility on March 30, 1989. Mr. Phillip Lassiter, Director of Maintenance, Oxford-Lafayette Medical Center, accompanied both parties during their inspections.

The purpose of the inspection was three fold. (1) Discover and estimate the cost of any modifications required to bring the hospital up to code requirements and/or "Baptist Memorial Standards" in the immediate future (0 to 3 years). (2) Confirm costing factors used in a February 23, 1989, Facility Development Plan prepared by Jones Mah Gaskill Rhodes, Inc. for a construction completion in 3 to 4 years. (3) Discover and estimate the cost of modifications which may be required in conjunction with or after the proposed Facility Development Plan but are not required in the immediate future.

The following listing is somewhat subjective as to category. Estimated values are extremely preliminary. These footages may be of value while reviewing the listings:

Basement: 22,033 (approx. 20,000 in new surgery bldg.)
 1st Flr: 74,647 (approx. 20,000 in new surgery bldg.)
 2nd Flr: 18,186
 3rd Flr: 18,186

 133,052 sf w/o consideration of out buildings
 or canopies.

ITEM DESCRIPTION	FACILITY	
	NEAR TERM	DEVELOP. LONG TERM
1) Current inclinator inadequate for current needs, discharge appears to exceed standards, current location allows discharge to short circuit to surgery building air handler intake.	50,000	
2) Site lighting at east employee parking appears inadequate.	7,000	
3) Landscaping should be upgraded to "City standards".		100,000
4) West parapet wall has extensive brick facade facing spalling which presents both an appearance and minor public safety hazard. Exterior parapet facing should be replaced.		36,000

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DEMENT-MERIDIAN 60-8596

- 5) Exterior walls have several deficiencies, shadings presenting a somewhat less than normal "BMH standard" appearance. Painting the existing brick would help solve this problem. 50,000
- Adding an EFS would also solve the problem and provide some insulation value for the exterior walls which are currently not insulated. ADD 450,000
- 6) The old boiler stack brick facade has extensive cracking at the first and second floor levels and should be tuckpointed. 5,000
- 7) Current shed construction housing the kitchen cooler/freezers is unsightly. 30,000
- 9) The tractor shed at rear of hospital should be upgraded and relocated away from receiving docks. 8,000
- 10) Current roof in good overall repair, however, some work will need to be done. 6,000
- 11) Patient tower, kitchen area and center roof over CCU will eventually need to be reroofed. 80,000
- 12) Existing windows are single pane and non-insulated, no life/safety aspects at all, no screens. 60,000
- 13) All locks should be master keyed. 20,000
- 14) Most rated walls have non-firestopped penetrations. Some partitions not full height. (Note: If ownership effectively changes these funds will be required. If ownership does not change then delete this item.) 20,000

TERM OF SERVICE
MINUTE BOOK No. 61, CITY OF OXFORD

FACILITY

LONG TERM

DEMENT MERIDIAN 60-8596

- | | |
|---|---------|
| 15) Acoustical ceilings throughout "old hospital" need to be replaced. | 120,000 |
| 16) New nurse call panels and tv mounts have been put in the patient rooms. Wall patching has not been completed. | 24,000 |
| 17) Modifications to current labor/delivery and relocated nuclear medicine areas under construction but not | |
| 18) most of the existing kitchen equipment is wore out. | 30,000 |
| 19) Two old Kraft elevators do not have emergency power capabilities. Controllers need to be replaced and a transfer switch installed. | 37,000 |
| Loads indicate a new emergency generator will need to be added for above. | 31,000 |
| 20) The two Kraft elevators do not have interconnected car call and door systems. In effect they operate as a single elevator since most people push both sets of call buttons while waiting for a car. | 26,000 |
| 21) Domestic hot water system is looped without adequate zone valves. Only way of doing water system repairs is to shut off complete system. | 5,000 |
| 22) Common bath facilities need to be upgraded to "BMH standard". | 5,000 |

ITEM DESCRIPTION.

NEAR TERM DEVELOP. LONG TERM

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

ITEM DESCRIPTION.	NEAR TERM DEVELOP.	LONG TERM
23) Vacuum suction unit is excessively noisy, may not be functioning properly.	15,000	
24) Pneumatic controls serving old boiler room are worn out.	30,000	
25) Cafeteria not up to "BMH standards" for a high visibility area. No short order or dell capability.		50,000
26) Underground fuel oil storage tanks may not meet proposed new code or existing code requirements.	50,000	
27) Cooling tower serving the existing extended care wing is in poor shape and should be replaced.	25,000	
28) (1) 200T chiller is due for an overhaul.	15,000	
29) (1) Sterilizer is so old that Castle Equipment will no longer service it.	30,000	
30) Pass through washers flood room frequently.	5,000	
31) Maintenance needs test equipment in order to make required medical equipment evaluations.	5,000	
32) None of the elevators have automatic switch over to emergency power.	5,000	
33) Fire alarm system is antiquated and will not meet code.	100,000	
34) Emergency lighting circuits need to be added to corridor lights.	25,000	
35) Receptacles need to be grounded and upgraded to hospital standard.	50,000	
36) Kitchen needs emergency lighting.	2,000	
37) Roof area needs power receptacles.	1,000	
38) Rewire circuits currently ran with Romex.	9,000	

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ITEM DESCRIPTION

FACILITY

LONG TERM

DEMENT-MERIDIAN 60-8596

39) Upgrade Kraft elevator cabs.		60,000
40) Kitchen counters and freezers should be put on emergency power.	2,000	
41) No alarm on isolation panels in D.R. These panels should be interlocked with nurse's station.	1,000	
42) No code blue system in D.R.'s.	5,000	
43) Existing 1st, 2nd & 3rd floor patient area air systems in the old hospital not adequate for air flow or cooling. Upgrade with new all air system and upsize new chillers in Fac. Dev. Plan.		710,000
44) Existing bath exhaust system not working well, leaves room stale.	10,000	
45) Existing hvac water systems need to be balanced.	3,000	
46) Kitchen hood needs to be upgraded.	8,000	
47) Miscellaneous hvac system changes.	4,000	
48) The shelled space factor used in the Fac. Dev. Plan appears to be low at 50%; 64% is suggested as a more reasonable factor.		199,000
62) The 30% factor used for third floor renovation in the Fac. Dev. Plan is low. Another \$10 per sf should be added.		62,000
Totals		662,000 1,735,000 300,000

- 63) There may be asbestos insulation present in the old boiler room and laundry room (and presumably on the steam lines in between).
- 64) Factors used in the Facility Development Plan are predicated upon today's pricing. It is assumed that the plan will be implemented within the next six months. Otherwise escalation should be added.

TOTAL F.O.B.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Schedule 8

Equipment, Furniture, Furnishings

See Attachment.

ARTICLE XI, SECTION 11.1, LESSOR'S EQUIPMENT

T.: ACCOUNTING

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

NUMBER: 905

SERIAL #	MODEL #	DESCRIPTION
		Desk (Wood,Single Drawer)
		Desk (Wood,Single Drawer)
		Desk (Wood,Single Drawer)
		Desk (Metal/Wood)
10570	3196	IBM Terminal
715308	P103-D	Adding Machine-Cannon
		Wooden Bookshelf (5 Shelves)
		Storage Cabinet (Metal,on Wheels,3 Shelves)
05641-22697		Texas Instruments Professional Computer
4020543	3046	Texas Instruments Professional Computer Screen
3185541968	855	Texas Instruments Professional Computer Printer
	300	Quarterdeck-Tape Drive
		Desk (Small/Wood)
13263	3791	Decision Data CRT
		Telephone (Desk Model)
		Telephone (Desk Model)
15131	281B-CMB	Universal Data System-socket
		Chair (Straight Back-Metal/Vinyl)
		Chair (Straight Back-Metal/Vinyl)
1043818	5360	IBM System 36
		Acco Diskette Holder-holds (50) Diskettes
		Acco Diskette Holder-holds (50) Diskettes
		IBM Diskette Holder-Holds (30) Diskettes
		Chair(Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth).executive
		Chair (Swivel,rollers,metal/cloth-w/arms
68093	5262	IBM Printer
2820080	PC 6500	ATT Computer
337649	473	ATT Printer
		Bookshelf (Wooden/5 shelves)
		Bookshelf (Wooden/5 shelves)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Medium)
		Trash Can (Small)
		Metal Cart (2 Shelves)
		Metal Cart (2 Shelves)
32484	5291	IBM CRT
32481	5291	IBM CRT
42485	5291	IBM CRT
		Telephone (Desk Model)

MINUTE BOOK No. 61, CITY OF OXFORD

		Telephone (Desk Model)
		Telephone (Desk Model)
		Telephone (Desk Model)
		Telephone (Desk Model,click,soaker)
		Telephone (Desk Model, Executive)
		Desk (Standard-Metal/Wood)
		Stapler (Heavy Duty/Swingline)
		Check Sorter
247835	P10-D	Adding Machine-Cannon
		Desk (Small secretarial)
714473	P103-D	Adding Machine (Cannon)
		Filing Cabinet (4 Drawers)
		Filing Cabinet (4 Drawers)
		Filing Cabinet (4 Drawers)
		Desk (Large tray metal)
216521	P124-D	Adding Machine (Cannon)
		Typewriter Table
		Computer Desk
		Desk (Extra Small)
		Metal Coat Rack
		Small Bookshelf (2 Shelves)
		Metal File Bucket
		Metal Storage Shelves (6 Shelves)
		Large dry board
		Bookshelf (Wooden/6 shelves)
		Metal Cart (2 shelves, on wheels)
		Executive Desk (Medium)
1522033		Compaq Portable computer
		Computer Stand (Small)
06002125	FX1050	Epson Printer
214637	P124-D	Adding Machine (Cannon)
	50	Hole Puncher (2 holes, Mutual)
		Straight Back Chair (Metal, Vinyl, w/arms)
		No listing this number
		Bulletin Board
714679	P103-D	Adding Machine (Canon)
0001011046	FX1050	Printer Epson)
231413049	30	IBM PC-2 (Type 8530)
860376354	4869	External Diskette Drive (IBM)
		Printer Table
		Small Computer Table
		Wooden Coat Rack
		Executive Desk, large
		Wooden Book Shelf (5 Shelves)
		Wooden Book Shelf (5 Shelves)
		Fire Extinguisher
		L-shaped Partition

MINUTE BOOK No. 61, CITY OF OXFORD

PT: ACU

DEMENT-MERIDIAN 60-6596

PT. NUMBER: 615

EM #	SERIAL #	MODEL #	DESCRIPTION
	42538870	58252 425	WheelChair Hill-Rom Bed,hand cranked Extension IV Pole
	62228P38		Overbed Table
	62233P38		Overbed Table
			Rocking Chair
			Rocking Chair
	42538873	425	Hill Rom Bed,hand cranked
	62535026		Overbed Table
			Garbage Can
	62234P78		Overbed Table
	42538888	425	Hill Rom Bed,hand cranked
		2520	IV Pole on rollers
			Chair w/arms
			Chair w/arms
	42538871	425	Hill Rom Bed. hand cranked
			Garbage Can (Lg.Rubbermaid)
			Garbage Can (sm.metal)
			Storage Container
			Storage Container
			Storage Container
			Desk Chair w/rollers
			Desk Chair w/rollers
			Desk Chair w/rollers
			Desk Phone
			Desk Calendar
		S-300C	Rolodex
			Bullentin Board
			Dry Erace Board
			Pencil Sharpner
			Chart Holder (Desk Top)
			Chart Holder (Desk Top)
			Multi-tape Dispenser
			Garbage Can (Sm.plastic)
			Garbage Can (Sm.plastic)
			Garbage Can (Lg.Plastic)
			Scales (Detectol)
			Garbage Can (Sm.plastic)
			Chair w/arms
			Chair w/arms
			Wall Clock
			Desk Phone
		S300C	Rolodex
		817	IVAC Charger
		817	IVAC Charger
		SC-1	Electric Razor
	00127685	ATS75	Microwave Oven
	70302091	SR6556	Refrigerator
			Storage Box-36-drawers

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DEMENT-MERIDIAN 60-8586

			In/Out Box
			Stapler
			Tape Dispenser
			Helium Tank
			IV Pole on rollers
			Garbage Can (Large, plastic)
			Extension IV Pole
			Extension IV Pole
			Extension IV Pole
			Overbed Table
62228P37			Overbed Table
6253501			Overbed Table
62233P35			Overbed Table
62235P41			Overbed Table
	425		Hill Rom Bed, Hand Cranked
42534848	425		Hill Rom Bed, Hand Cranked
82046ESS	425		Hill Rom Bed, Electric
			Hill Rom Bed, Electric
			Chair w/arms
			Chair w/arms
			Chair w/arms
			Chair w/arms
			Garbage Can (Sm. plastic)
62228P36			Overbed Table
82046E29			Hill Rom Bed, Electric
			Extension IV Pole
			Chair w/arms
			Chair w/arms
			IV Extension Pole
62236P59			Overbed Table
425-38390	425		Hill Rom Bed, Hand Cranked
62728P30			Overbed Table
820A833832			Hill Rom Bed (Electric)
			Extension Pole
			Chair
82046030			Hill Rom Bed, Electric
62234P83			Overbed Table
			Garbage Can (Lg. Plastic)
			IV Pole on rollers
			Chair (Vinyl)
			Foot Stool
			Garbage Can
67236872			Overbed Table
425-38868	425		Bed, hand cranked
			IV Pole on rollers
	7A1045		Pillow Speaker
			Chair w/arms
			Chair w/arms
			Extension IV Pole
	622		Overbed Table
42538872	425		Hill Rom Bed, hand cranked
62233P42			Overbed Table
82046E51			Hill Rom Bed, Electric
	7A1045		Pillow Speaker
			Pillow Speaker
			Chair (Vinyl)
62234P51			Overbed Table

ACU

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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	7A1045	Extension IV Pole Pillow Speaker IV Pole on rollers Chair w/ aras Garbage Can (Lg.Plastic) Garbage Can (sm.plastic) Telephone (Wallscount) Telephone (Wallscount)
	7A1045	Pillow Speaker
	7A1045	Pillow Speaker
	7A1045	Pillow Speaker
	7A1045	Pillow Speaker
		Metal Cart on rollers Fire Extinguisher Storage Cabinet (Metal) Coffee Pot Bedside Table Telephone (Wallscount)
85449	7A1045	Pillow Speaker
	7A1045	Pillow Speaker
	7A1045	Pillow Speaker
	7A1045	Pillow Speaker
		Telephone (Wallscount)
	7A1045	Pillow speaker
	7A1045	Pillow speaker
	7A1045	Pillow speaker
	7A1045	Pillow speaker
		Chair w/aras Chairs w/aras (3) Chair w/aras Coat Rack TV
62107190027	C1912W	Table, small Chairs w/aras,2 attached Chairs w/aras,2 attached Chairs w/aras,2 attached Garbage Can (Plastic) Framed Picture (Large)
354606	A-10A	Coffee Pot Plastic Tray Box Wall Clock IVA Charger Large framed picture Desk Phone Desk Phone
07501	5001	Addressograph Fire Extinguisher Large Potted Plant Garbage Can (Large,metal)
	513001	B/P Machine (free standing,rolling) Desk Chair w/wheels Desk Chair w/wheels
514013		WheelChair Garbage Can (Sm.plastic) Garbage Can (Lg. metal)

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DEMENT-MERIDIAN 60-8596

2			Chair w/arms
3			Chair w/arms
4			Chair w/arms
5			Chair w/arms
6	62206190331		TV
7			TV Table
8			Framed Picture
9			Framed Picture
0			Garbage Can
1			Wall Clock
2			Garbage Can (Sm.metal)
3			Garbage Can (Lg.Metal)
4	55342	2000	IVAC
5		817	IVAC Charger
6		2000	IVAC
7			Metal Cart (large)
8		300	B/P Machine, free standing, portable
9			Telephone (Wallmount)
0			Linen Cart
1			Chair (Vinyl on wheels)
2			Metal Cart (Lg.)
3			Storage Cabinet, large metal
4			Step Stool
5			Table (Metal w/rollers)
6			Overbed Table
7	095200		Chair (Recliner, vinyl)
8			Call Light
9			Chair w/arms
0			Chair w/arms
1			Screen (Folding)
2			Screen (Folding)
3			Screen (Folding)
4			Garbage (Lg.metal)
5		622	Overbed Table
6			Chair (Recliner, vinyl)
7			Call Cord light
8			Chair w/arms
9			Chair w/arms
0	095200	630	Reclining Chair
1			Overbed Table
2		630	Chair (Recliner, vinyl)
3			Overbed Table
4		630	Chair (Recliner, vinyl)
5			Overbed Table
6			Call Light
7			Call Light
8			Chair w/arms
9			Chair w/arms
0			Chair w/arms
1			Chair w/arms
2			Garbage Can (Lg.metal)
3			Chair w/arms
4			Chair w/arms
5			Chair w/arms
6			Chair w/arms
7			Garbage Can (Lg.metal)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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Chair (Recliner, vinyl)
 Chair (Recliner, vinyl)
 Overbed Table
 Call light
 Call light
 Overbed Table
 Chair (Recliner, vinyl)
 Overbed Table
 Chair (Recliner, vinyl)
 Call light
 Chair w/arms
 Chair w/arms
 Overbed Table
 Chair (Recliner, vinyl)
 Call light
 Chair w/arms
 Chair w/arms
 Medicine Tray
 Stapler
 Tape Dispenser
 Chart Holder (Desk top/metal)
 Requisition Holder (Metal)
 Eye Chart
 Desk Calendar
 IVAC
 IVAC
 Floral Wreath
 Addressograph

622

630

630

012310

2000

02175

5001

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

T. ADMINISTRATION

T. NUMBER: 901

H #	SERIAL #	MODEL #	DESCRIPTION
			Executive Chair (Leather)
			Credenza
			Executive Desk
			Phone (Private Line-234-9557-(Coodial))
			Brass Flower Pot Holder
			Couch (Drexel Heritage-Mfg.)
			Picture-(Bengal Tiger)
			Glass Top End Table
			Brass Book Ends
	27303501B		AT&T 7303 Hybrid Phone
	264187		Canon Canola Calculator (MP1000)
			Executive Arm Chair (Leather)
			Executive Arm Chair (Leather)
			Sofa Table (Glass Top)
			Picture (G.Mugg-Arnold)
			Metal Deer (Male & Female)
			Horizontal Hanging File Cabinet
			Horizontal Hanging File Cabinet
			Harris-Lanier Word Processor
			Harris-Lanier Printer
			Printer Stand
			Secretarial Desk/attached Typewriter Stand
	715945		Canon P103-D Calculator
	27303501B		AT&T 7303 Hybrid Phone (Ext.8402)
	AE274947	2140	Healthline Record-A-Call Phone
	27303501B		AT&T 7303 Hybrid Phone (Ext.8400)
	0122361		IBM Memory 100 Typewriter
	04902-2		Pictures "Flight of Crane"-K.Harris (2)
			Secretarial Desk/attached Typewriter Stand
	289310	P-101	Lanier Transcriber/Foot Pedal & Ear Phones
	9203	3791-01	Decision Data CRT Computer
			Metal Vertical File Cabinet-2 doors
			Wooden Coat Rack
			Secretarial Chair (Green)
			Secretarial Chair (Green)
			Secretarial Chair (Brown)
			Visitor Armchairs
			Theora Haabiett Print 840/10000
	6705455062		IBM Correcting Selectric III Typewriter
			Typewriter Table
			Bulova Quartz Clock (Battery)
			Robert Thom Pictures (2)
			Bamboo Chair
			Bamboo Chair
			Lapp Table
			Lapp
			Allen Hughes Print
			AT&T 7303 Hybrid Phone (Ext.403)
			Executive Chair

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

~~Anderson File Cabinet~~
Book Shelf
Lateral File Cabinet
Sidearm Chair (2)
Executive Swivel Chair
Desk 60 X 30
Bookcase
AT&T Hybrid Phone

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT. ANBUANCE

PT. NUMBER: 744

EM #	SERIAL #	MODEL #	DESCRIPTION
	15E05378		Pager (Motorola Director w/charger)
			Pager (Motorola Director)
	751ANC1412	NT 1000	Radio (Motorola w/charger)
	751ANC1411		Radio (Motorola w/charger)
	751ANC1413		Radio (Motorola w/charger)
		2054697	Radio (Motorola w/base)
			G. E. Marc 500 Base
			Back Board
			Back Board
			Infant Car Seat
			Short Spine Board
			Short Spine Board
			Spine Board (Folding, Metal)
			Phily Collar
			Phily Collar
			Phily Collar
			Stretcher
			Stretcher
			Stretcher
			Stretcher
	8291		Life Pak (5 Charger & 2 Batteries)
			Life Pak (5 Monitor & Defibrillator)
			Short Spine Board
			Short Spine Board
			Short Spine Board
			CPR Board
			CPR Board
			CPR Board
			Blood Pressure Unit (Tycos)
			Blood Pressure Unit
			Blood Pressure Unit
			Oxygen Demand Valve
			Portable Suction
			Portable Suction
			Portable Suction
			Back Boards (6)
			Short Spine Board
			Short Spine Board
			Short Spine Board
			Folding Cots (7)
			Head Immobilizer
			Head Immobilizer
			Head Immobilizer
			Mast Trousers
			Mast Trousers
			Mast Trousers
			Mast Pediatric Trousers
			Mare Solint Pediatric
			Radio (Motorola)

-41

-51

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Radio (Motorola)

- Unit 51 Ford Ambulance (Box Type)
- Unit 50 Ford Ambulance (Van Type)
- Unit 52 Chevy Ambulance (Box Type)
- Ked Air Splint
- Ked Air Splint
- Ked Air Splint
- Hare Splint (Adult)
- Hare Splint (Adult)
- Hare Splint (Adult)
- Mast Trousers (Pediatric)
- Oxygen Regulator (8)

90

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

City Business Office

Tel. Number: 900

IN #	SERIAL #	MODEL #	DESCRIPTION
	10244	S104	Postage scale
	186467	S600	Postage Machine
	76200987	9510	Sharp SF 9510 Copier
	Class 350	A96066	Victor File cabinet, (4 drawer), with safe
			Picture
			Visitor Chair (2)
			Office chair, wood
			Wood desk with extension
	42226	3196	IBM CRT
	L420743		Canon Calculator
			Desk Phone
			Picture
	266141925		IBM Selectric II A31773
			Wood table, small
			File cabinet, (2 drawer)
			Wood bookcase with doors
	3650348		Hedman check protector
			Wastesbasket
			Key cabinet, small
	711777	CP101879	Calculator
	264869142		IBM correctabel typewriter
			Desk, large L shaped with typerwriter ext.
			Desk/Computer Table
	41096	IBM	CRT terminal and keyboard
			Desk, small (3 drawer)
			File cabinet, (4 drawer)
			Chair, secretarial
			Chair, secretarial
			Chair, Visitor
			Chair, Visitor
			Telephone, desk top
			Telephone, desk top
			Wastepaper basket
			Wastepaper basket
			Chair, Visitor
			Desk, (5 drawer), large
			Desk, (5 drawer), large
	42208		CRT Terminal and keyboard
	205345	CP1000	Calculator, canon
			Table, long folding bench
			Telephone
			Chair, straight
			Chair, secretarial, swivel
			Chair, secretarial, swivel
	263015461		Typewriter, IBM Selectric II
			Chair, Visitor
			Chair, Visitor
			Wastepaper basket
			Wastepaper basket

MINUTE BOOK No. 61, CITY OF OXFORD

Paper cutter (12")

DEMENT-MERIDIAN 60-8596

L117109
L112892
L906267
263015463
26141245

41166
13338

21-0409758	72
26-636312	81
26-1945935	
266197910	8x
210408976	72
210411475	72
L131818	CP1002
L416330	CP1200
727876	P101B
L212497	CP1000
224471	P101
240611	P101
353x8833250	
353AK775	
353Y88	
76214345	SF7700

Telephone
Telephone
Telephone
Telephone
Desk with left return
Desk with left return
Desk with no return
Computer table
Chairs Secretarial
Chairs Secretarial
Chairs Secretarial
Chairs Secretarial
Chair, wood
Chair, with arms
Chair, with arms
Chair, with arms
Calculator
Calculator
Calculator
Typewriter
Typewriter
File cabinet, 4 drawer
File cabinet, 4 drawer
File cabinet, 4 drawer
Computer
Computer
Nothing Listed for this #
IBM Selectric Typewriter
IBM Selectric Typewriter
IBM Selectric Typewriter
IBM Selectric Typewriter
IBM Selectric Typewriter
IBM Selectric Typewriter
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
CRT IBM Type 3196
CRT IBM Type 3196
CRT IBM Type 3196
Copy Machine (Sharp)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
File Cabinet (4-drawer)
File Cabinet (4-drawer)
File Cabinet (4-drawer)
File Cabinet (4-drawer)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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MB2014
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L201409

MB2000
375111

File Cabinet (4-drawer)
File Cabinet (4-drawer)
File Cabinet (4-drawer)
File Cabinet (2-drawer)
Chair w/Arms
Chair w/Arms
Secretarial Chair
Secretarial Chair
Secretarial Chair
Secretarial Chair
Secretarial Chair
Secretarial Chair
Straight Chair
Straight Chair
Desk w/attached Typewriter Table
Desk w/attached Typewriter Table
Desk (Small)
Desk w/small table attached
Desk w/small table attached
Desk (Large)
Bookcase (5-shelf)
Bookcase (4-shelf Wooden)
Nightstand Table
Table (Small Wooden)
Table (Small, Metal w/rollers)
Table (Small)
Typewriter Table (Metal)
Typewriter Table (Metal)
Garbage Can (Small)
Garbage Can (Large)
Garbage Can (Small)
Garbage Can (Small)
Garbage Can (Small)
Garbage Can (Small)
Garbage Can (Large)
Electric Fan
Clock
Portable Data Terminal (Rent or Lease)
CRT (Decision Data)
Telephone
Calculator (Canon)
Wooden Desk w/extension
Bookcase (5-shelf)
CoatRack (Metal)
Garbage Can
File Cabinet (5-drawer)
Chair w/arms (Swivel, wooden)
Straight Chair (Metal)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (5-drawers)
File Cabinets (5-drawers)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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91-A-03

File Cabinets (5-drawers)
File Cabinets (5-drawers)
File Cabinets (5-drawers)
File Cabinets (5-drawers)
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File Cabinets (5-drawers)
File Cabinets (5-drawers)
File Cabinets (5-drawers)
Folding Table
Adjustable Table (Milliron)
Stool
Secretary Chair
Secretary Chair
Dedside Table
Garbage Can (Plastic)
Safa
FootStool (Metal)
Checksigner/Imprinter (Pitney-Bowles)
Index Card Cabinet (2-drawer Metal)
Index Card Cabinet (2-drawer Metal)
Metal Oxford Box (1'x1')
Clock
Cabinet (2-shelf)
Telephone
Lifeline Response System
Wooden Stand
Desk (Metal)
Desk (Metal)
PBI Switchboard
Portatable laop/ara extension
Secretary Chair
Secretary Chair
Straight Chair
Telephones
Telephones
Telephones
Telephones
Hybrid Telephone
Desk
Secretarial Chair w/aras
File Cabinet (4-drawer metal)
Chair w/aras(Metal/Fabric)
Chair w/aras(Metal/Fabric)
Chair w/aras(Metal/Fabric)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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265015462

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6161

Chair w/arms(Metal/Fabric)
Secretarial Chair
Secretarial Chair
Secretarial Chair
Secretarial Chair
Secretarial Chair
Steel work station w/overhead storage
Steel work station w/overhead storage
Steel work station w/overhead storage
Steel work station w/overhead storage
IBM CRT
Decision Data CRT
IBM CRT
IBM CRT
IBM Typewriter
IBM Typewriter
IBM Typewriter
Typewriter Table (Metal)
Garbage Can (Plastic)
Garbage Can (Plastic)
Garbage Can (Plastic)
Garbage Can (Metal)
Garbage Can (Metal)
Garbage Can (Metal)
Typewriter Table (Metal)
Bedside Table (3-drawer)
Podium (Wooden)
Clock
Index card file (Steel,13-drawers)
File Cabinet (10-drawer)
IBM Printer
Addressograph
Elliott Eabosser
Index card Cabinet (Steel,5-drawer)
Bedside Table
Table (18"x62",folding)
Table w/rollers
IBM CRT
Stool (Metal)
Verifone (Leased)
IBM Typewriter
Telephone (Hybrid)
Calculator (Canon)
Garbage Can
Garbage Can
Secretary Chair
Straight Back (Metal)
Desk (Metal)
Telephone (Hybrid)
Chair w/arms
Garbage Can w/lid (Rubbermaid)

MINUTE BOOK No. 61, CITY OF OXFORD

PT: EMERGENCY ROOM
 PT. NUMBER 678

DEMENT-MERIDIAN 60-8596

EM #	SERIAL #	MODEL #	DESCRIPTION
10			Chair (Metal, w/arms) (2)
			Chairs (Metal) (9)
			Garbage Container (Rubbermaid)
			Coat Rack (Metal)
	470021215		Printer (IBM)
	1088679		Keyboard (IBM)
	353x188-35165		Monitor (IBM)
	229239	P21D	Calculator (Canon)
	67003116206675	670C	Typewriter (IBM)
	7188467	115	Copier (Royfac)
			Chair (Secretary, Swivel)
			Chair (Secretary, Swivel)
			Coffee Table
			Telephone (Tripline, wall)
			Telephone (Tripline, wall)
			Telephone (Tripline, wall)
			Telephone (Panasonic 2 line System)
			Desk
			Chair (Secretary, Swivel)
		4800	Card Embosser
			Chair (Metal, Straight)
			Chair (Secretary, Swivel)
			Chair (Secretary, Swivel)
			Stamp Machine
			Telephone (Tripline wall)
			Dictation Phone (Lanier)
			Fan
			Garbage Can
			Refrigerator (Undercounter)
			Telephone (Tripline wall)
			Telephone (Tripline wall)
			Garbage Can
			Ice Machine (Scotttan)
			I.V. Pole
			American Stretcher
			Mayo Stand
			Oto-scope-Ophthalmoscope
			Ohio Suction Motor
			Blood Pressure Unit
			Abbot Life Care IV Pump (Leased)
		900	Abbot Life Care IV Pump
			Mayo Stand
			Crash Cart
			Life Pak 7
		811	Doppler (Parks)
			IVAC Thermoeter
			Oto-Scope - Ophthalmoscope
			Blood Pressure Unit
			Garbage Can

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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Stool
IVAC Thermometer
Garbage Can (Large, red)
Scales
Scales
BedSide Table
1 Unit (6 Lockers)
File (2 Drawers)
File (2 Drawers)
File (4 Drawer)
Battery Discharger
Chair (Straight Back)
Chair (Secretary, Swivel)
Telephone
Desk (Metal Legs)
Flash Light Recharger
Flash Light Recharger
Flash Light Recharger
Stool
Portable Commode
Linen Can
Telephone
Chair (Swivel)
Mayo Stand
Step Stool
BedSide Table
Blood Pressure Unit
Oto-Scope
Stool (Stainless Steel)
Kick Bucket (Stainless Steel)
Baby Scale
Phone
Stool
Mayo Stand
I.V. Pole
Cabinet (Double Doors)
Bedside Table
Doppler
Portable Spot Light
Blood Pressure Unit
Oto-Scope
Examining Table
Sleeper-Recliner
Surgical Unit (Electrical)
American Stretcher
Wheel Chair
Wheel Chair
Oxygen Regulator
Oxygen Regulator
Oxygen Regulator

24H507

MINUTE BOOK No. 61, CITY OF OXFORD

PT.: FOOD & NUTRITION

DEMENT-MERIDIAN 60-8596

PT. NUMBER: 801

EM #	SERIAL #	MOBEL #	DESCRIPTION
52			Chairs (Metal w/vinyl seat & back) (62)
-79			Dining Tables (36x36x29) (17)
-94			Pictures (Framed, Matted, 37x31) (5)
-86			Trash Bins (Wooden) (2)
-89			4-Wheel Barrel Rollers (2)
-90			Garbage Cans (35gal., Rubbermaid) (2)
			Telephone (Wall Mount)
			File Cabinet (Metal, 4-drawer)
			Scales (Detecto)
			Desk (Standard, Wooden)
			Garbage Can, (Small, Metal)
			Telephone System (Two Line, Panasonic)
			Secretary Chair (Swivel, Metal w/vinyl & Cloth)
			Chair (Metal w/arms, cloth & vinyl)
	3818-87	WCM-5	Salad Bar w/Accessories
0			Crocks (Small, Plastic)
1			Salad Bowl (Lg. Clear Plastic)
2			Tray & Silverware Cart (4-wheel)
3	3036355	KB-23	Soft Drink Fountain
4			Ice Cart (4-wheel, metal)
5			Plastic Container (26x19x9)
6	5946	T6	Tea Dispenser (Sunomatic)
7			Double Juicer Fountain
8			Desert Tray (2 Shelves)
9	3456-09K-A	2111-37	Ice Cream Machine
0	F10645	A4011E-5	Yogurt Machine
1	LS 38772	SW-10	Soup Keeper (Wells)
2			Step-Stool (Rubbermaid)
3	165009	7048-M	Refrigerator (Delfield)
4			Wall Clock
5	SRMS70419	4000	Scales
6	79000012	ER-4230M	Cash Register (Sharp)
7			Register Counter (Wooden, U-shaped)
8			Bar Stool (Wooden, w/Back & Swivel Seat)
9			Garbage Can (Lg. Rubbermaid)
0			Serving Counter (29ft., L-shaped, wooden)
1			Serving Counter (5ft., wooden)
2			Sugar Dispensers (4)
3			Barrel Roller (4-wheel)
4			Container (35gal., Rubbermaid)
5			Serving Pan w/lid (Stainless Steel, 21x13)
6			Serving Pan w/lid (Stainless Steel 9x12)
7			Steam Table w/ heat lamps (Wooden)
8			Garbage Can (Lg. Plastic)
9			Chairs (Metal w/vinyl)
0			Rolling cart (Stainless Steel)
1			Pitchers (1 gal. Stainless Steel) (4)
2	12800693440	5440	Bun Wraaer
3	890289	LNC5W	Hot Cheese Nacho Machine

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8586

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Skillet (Cast Iron)
Butcher Knives (10)
Deep Baking Trays (6)
Deep Dish Baking Pans (Pyrex)
Tea Strainers (8)
Cake Pans (10)
Muffin Pans (10)
Pie Plates (12)
Plates (Glass) (150)
Plate Covers (Insulated) (150)
Plate Warmers (150)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8595

PT. HOUSEKEEPING

PT NUMBER: 850

EM #	SERIAL #	MODEL #	DESCRIPTION
			Desk (Metal,5-drawer)
			Calculator (Canon)
			Telephone
			Bookcase (3-Shelves)
			Secretarial Chair (Swivel)
			Cabinet (Wooden,6 Shelves)
			Fan (Floor stand)
			File Cabinet (Metal 4-drawer)
			Desk (Wooden,5-drawer)
	B1492F		Vacuum Cleaner w/ attachments (Electrolux)
			ArmChair (Metal)
			ArmChair (Metal)
			Trash Can
			Electric Clock (Seth Thomas)
	0671441	3120B	Vacuum Cleaner w/attachments (Eureka)
			Cart (Metal,3-shelves)
			Cabinet (Metal 7-shelf)
			Straight Chair
	Cavalier II		Room Air Freshner
		Cavalier II	Room Air Freshner
		MLN4412A	Motorola Charger (Leased)
	50004B		Ad/Com Beeper (Motorola) Leased
	575B-27194	576A	Vacuum (Clark)
		1700	Buffer (Clark)
	22C-1552	C-22	Buffer (Clark)
		1700	Buffer (Clark)
	1000-5432	1000	Buffer (Clark)
	22C-1553	C-22	Buffer (Clark)
			Maid Cart (4-wheel)
			Cart w/rollers (3-shelf)
			Charger 1500 Buffer
			Rolling Cart (2-shelf)
			Maid Cart (4-wheel)
			Maid Cart (4-wheel)
			Charger N-SS 1500
			Maid Cart (4-wheel)
			Mop Bucket (4-wheel)
			Mop Wringer (Yellow)
			Barrel Roller (4-wheel)
			Chair Assembly (2 seater)
			Coffee Table
			Straight Chair
	293302	5112	Wet & Dry Vacuum w/attach.
			Mop Bucket (4-wheel)
			Mop Bucket (4-wheel)
			Mop Wringer
			Mop Bucket (4-wheel)
			Mop Wringer
			Barrel Roller (4-wheel)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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- Barrel Roller (4-wheel)
- Garbage Can (Lg. Plastic, Rubbermaid)
- Couch (Blue & Oak)
- Coffee Table (Oak)
- Lamp Table (Oak)
- Brass Lamp
- Garbage Can (Rubbermaid)
- Magazine Rack (4-shelf)
- Magazine Rack on rollers, 4 shelf
- Oak Lamp Table
- Couch, Blue & Oak
- Coffee Table, Oak
- Armchair, Oak
- Armchair, Oak
- Armchair, Oak
- Armchair, Oak
- Lamp Table, Oak
- Lamp Table, Oak
- Brass Lamp
- Brass Lamp
- Garbage Can
- Garbage Can
- Ashtray/Garbage Can
- Ashtray/Garbage Can
- Garbage Can (Rubbermaid)
- Cleaner (Carpetate)
- Barrel Roller (4-wheel)
- Garbage Can
- Garbage Cart (4-wheel)
- Barrel Roller (Metal, 4-wheel)
- Maid Cart (4-wheel, Metal)
- Armchair (2 seats)
- Armchair (2 seats)
- Coffee Table
- Garbage Can
- Maid Cart (Metal, 4-wheel)
- Mop Bucket (4-wheel)
- Mop Ringer
- Maid cart, Metal
- Mop Bucket
- Mop Wringer
- Maid Cart
- Mop Bucket
- Mop Wringer
- Mop Bucket (4-wheel)
- Mop Wringer
- Maid Cart, (Metal, 4-wheel)
- Barrel Roller (4-wheel)
- Garbage Can
- Garbage Can
- Mop Bucket (4-wheel)
- Mop Wringer
- Maid Cart (Metal)
- Magazine Rack
- Magazine Rack

CO3141-1

2500

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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Garbage Can
Barrel Roller (4-wheel)
Mop Bucket (4-wheel)
Mop Wringer
Maid Cart (Metal)
Mop Bucket
Mop Wringer
Maid Cart (Metal)
Loveseat (Fabric & Wood)
Table (Wooden)
Desk Telephone
Brass Lamp, (Small)
Mirror (Framed, Wooden)
Garbage Can (Lg. Metal)
Loveseat (Fabric & Wood)
Loveseat (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Dropleaf Table (wooden)
Dropleaf Table (wooden)
Framed Picture (Brass, matted)
Brass Lamp (Large)
Brass Lam (Large)
Framed Verse (8x10)
Framed Verse (8x10)
Framed Verse (8x10)
Loveseat (Fabric & Wood)
Garbage Can (Lg. Rubbermaid)
Picture (Brass Framed, matted)
Garbage Can (Large, Rubbermaid)
Garbage Can (Sm. Metal)
Garbage Can (Sm. Metal)
Loveseat (Fabric & Wood)
Loveseat (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Garbage Can (Metal, large)
Lamp Table
Brass Lamp (Large)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Loveseat (Fabric & Wood)
Loveseat (Fabric & Wood)
Garbage Can (Lg. Metal)
Lamp Table (wooden)
Brass Lamp (Large)
Picture (Brass framed, matted)
Chair (Metal w/vinyl)
Chair w/arms (Wooden)
Loveseat (vinyl)
Chair w/arms (wooden)
Table (Wooden)

MINUTE BOOK No. 61, CITY OF OXFORD

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Garbage Can (2 Sheel)
Ashtray/Garbage Can
Garbage Can (X-lg.Rubberaid)
Garbage Can (X-lg.Rubberaid)
Mop Wringer
Mop Bucket
Mop Bucket
Mop Bucket
Mop Bucket
Mop Bucket
Mop Bucket
Mop Bucket
Mop Wringer
Mop Wringer
Garbage Can (Lg.on wheels)
Garbage Can (Plastic,Med.)
Garbage Can (Small)
Mop Wringer
Mop Bucket
Garbage Can (Lg.Plastic)
3-Chair Units (Metal w/Vinyl)
3-Chair Units (Metal w/Vinyl)
3-Chair Units (Metal w/Vinyl)
2-Chair Units (Metal w/Vinyl)
Magazine Rack w/rollers
Magazine Rack w/rollers
Table (24x16x15)
Table (30x30x29)
High Back Chair w/Arms
High Back Chair w/Arms
High Back Chair w/Arms
High Back Chair w/Arms
High Back Chair w/Arms
Chair (wooden)
Chair (wooden)
Chair (Metal)
Chair (Metal)
Chair (Metal)
Chair (Metal)
Garbage Can (Metal)
Table (Oak)
Table (Oak)
Garbage Can (Metal)
3-Chair Unit (Metal,no back)
Armchair (Cloth)
Armchair (Cloth)
Coffee Table
Table Lamp
Brass Lamp
Telephone
Chair (Wooden)
Garbage Can (Metal)
Garbage Can (Rubberaid)
Mirror (Wooden Frame)
Picture
Loveseat (Cloth)

MINUTE BOOK No. 61, CITY OF OXFORD

PT: LABOR/DELIVERY
PT. NUMBER: 670

DEMENT-MERIDIAN 60-8596

EX #	SERIAL #	MODEL #	DESCRIPTION
	62325	2000	Stooler
	103914	817	Thermometer
		C39	Thermometer Charging Base
	09863	851	Tape Dispenser
			Addressograph
			Telephone
			Desk (Metal w/top shelf)
			Desk (Metal w/top shelf)
		85717	Desk Calendar
			Drug Box (Plastic, 18-drawer)
			Radio
		106	Lantern
			Desk Top Shelf (Plastic)
			IV Tray (Plastic)
			Garbage Can (Plastic)
			File Cabinet (Metal)
			Bulletin Board
			Narcotic Box w/double lock
			Overbed Table
			Rolling Chair
			Stool
			Footstool
			Garbage Can (Plastic)
			Cabinets (Metal w/glass doors)
			Cabinets (Metal w/glass doors)
			Cabinets (Metal w/glass doors)
			Folding Screen
	AKHB00154	Air/vac	Transport Incubator
			Garbage Can (Metal)
			Garbage Can
			Stool
			IV Pole
			Detecto Scales
			Overbed Table
	U1110994863	111	Fetal Monitor
		Optima 3	LDR Bed
			Drug Box (Metal)
			Drug Box (Metal)
			Rolling Table (Metal)
			Rolling Table (Metal)
			Rolling Table (Metal)
			Rolling Table (Metal)
			Mayo Stand
			Mayo Stand
			Rolling Table (Metal, 1-shelf)
			Rolling Table (Metal, 1-shelf)
			Metal Kick Bucket
			Metal Kick Bucket
			Metal Kick Bucket

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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1158 58
AAA1041460 115
502782 0311

355-3648
1300 8683
01531 8200
JAA0877108 115
AAJB00349

100900
1407 8620

Metal Kick Bucket Stand
Metal Kick Bucket Stand
Metal Kick Bucket Stand
Rolling Cart (3 shelves)
Garbage Can (Lg.Metal)
Metal Trash Stand
Chair
Rolling B/P Cuff
Rolling B/P Cuff
Metal Kick Bucket Stand
Metal Pan
Metal Pan holder w/rollers
Overbed Table
Table (Metal w/rollers)
Dinewap
Garbage Can (Metal)
Telephone
Portable Light
Metal Stool
Metal Stool
Borning Genesis LDR Bed
Autosyringe
Fetal Monitor
Monitor Cart
Garbage Can (Plastic)
Garbage Can w/rollers
Chair (Plastic)
Borning Genesis LDR bed
Cluster Cart (HillRom)
Dinewap
Fetal Monitor
Neonatal Care Center
Overbed Table
Telephone
Borning Portable Light
Garbage Can (Metal)
Borning Stool w/rollers
Chair(Plastic)
Metal Basin w/lide
Garbage Can (Metal)
Wall Clock
Wall Clock
Plastic Container
Chair
Chair
Plastic Chair
Cart w/rollers (Metal)
Garbage Can w/lid
Labor Stretcher
Telephone (Wallmount)
Stapler
Kick Bucket (Metal)
Kick Bucket (Metal)
Stool
Stool
Garbage Can

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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2744

2333

- Overbed table
- Labor Stretcher
- Labor Stretcher
- Chair (Wooden)
- Chair (Wooden)
- Stool w/rollers
- Garbage Can (Metal)
- Garbage Can (Metal)
- Stool w/rollers
- Fetal Monitor
- Bedside Table
- Bedside Table
- Telephone
- IV Pole
- Bulletin Board
- Garbage Can (Metal)
- Garbage can w/lid
- Scales (10lb.)
- Scales (10lb.)
- Blood Pressure Cuff (Wallacount)
- Blood Pressure Cuff (Wallacount)
- Metal Box
- Stethoscope
- Anesthesia Machine
- Cart for Anesthesia Supplies
- Plastic Shelf
- Plastic Shelf
- Chair (Plastic)
- Patient Roller
- WallClock
- IV Pole-attached to bed
- IV Pole-attached to bed
- IV Pole-attached to bed
- Cart w/rollers
- Table

MINUTE BOOK No. 61, CITY OF OXFORD

T. LABORATORY
T. NUMBER: 702

DEMENT-MERIDIAN 80-8596

M #	SERIAL #	MODEL #	DESCRIPTION
	P30868551	1989120982	2-Chair Unit (metal/vinyl) 2-Chair Unit (metal/vinyl) Freezer (Chest Type) Nightstand Desk (Standard, Wood) Desk (Standard, Wood) Secretary Chair (Swivel, Metal/cloth) Secretary Chair (Swivel, Metal/cloth) Secretary Chair (Swivel, Metal/cloth) Garbage Can (Large Rubbersaid) Garbage Can (Medium, Metal) Garbage Can (Medium, Metal) Garbage Can (Large Rubbersaid) Garbage Can (Medium, Metal) Filing Cabinet (8-drawer, Metal) Filing Cabinet (2-drawer, Metal) Storage Cabinet (2-door metal, large) Storage Cabinet (2-door, metal, small)
	42558	117	Time Stasper (Lathes) Mail Cabinet (Metal, 49 slots) Storage (Metal, 2-door, small) Barrel Roller (4-wheel) Plastic container w/lid (35gal.) Temp. Monitor for Blood Bank Supply Cart (Metal, 2 shelf, small) Blood Collection Chair (Metal) Blood Donor Chair (Metal/vinyl) Chair (Metal w/vinyl) Filing Cabinet (2-drawer, metal) Garbage Can (Medium, metal) Room Divider w/3 metal cabinets Refrigerator-25" (Philco) Refrigerator-29" Metal Work Table Refractometer Microscope (Spencer) 3-Channel Alara Tizer (CMS) 3-speed Fan Tube Rocker Oell-Dyn 2000 Ticket Printer File Cabinet (2-drawer, metal) Counter (Manual) Printer (Fujitsu) Calculator (Canon) Microscope (Spencer) Slide dispenser (Metal) Micro-capillary Reader Multi-timer
	16964	10406	
	377248	959447	
	011081	DF-12	
	Mo4a93382	R4185-10	
	LR58854	CD-2000	
		250	
		012100	
		872983	
	220111280	2201	
	1037	N	

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Inventory No.	Quantity	Description
002729	84119-2	Tek-Tally II
8F324010	778	Microscope (Microstar IV)
		Stop-watch (Stainless Steel)
		Stop-watch (Stainless Steel)
	1802	Pipette Washer
		Metal Work Counter-14ft
		Metal Work Table-14ft
		Metal Work Table-4 1/2ft.
05210	4651	Aliquot Mixer
14151	125	Duo-Dilutor
N09231559		Cell-Dyn 900
		Desk Telephone
	1402	Pipette Shaker
1034	M4B304	Automatic Coagulation Timer
10860144	215434	Sooper Mixer
		3-speed Fan
		Garbage Can (Large,plastic)
		Garbage Can (large,plastic)
		Garbage Can (Large,metal)
		Garbage Can (Small,plastic)
		Secretary Chair (Metal,fabric/vinyl)
		Secretary Chair (Metal,fabric/vinyl)
	108865	Lab.Counter
235514363	HMS11	Centrifuge
235514226	HMS11	Centrifuge
107030	0101	Centrifuge (Dynac)
		Wooden Counter
21261	60415	Fibrometer
7J124	348720	Microfuge E
		Parafilm Cutter
8448092	854162	Label Gun
		File Cabinet (Metal,2-drawer)
		File Cabinet (Metal,2-drawer)
519556	580D	Dilutor (Stratus)
37074	580	Sample Handler
72468	580	Immunossay System (Stratus)
		Garbage Can (X-large,Plastic)
11966	3779	Dilutor (Awas)
		Metal Counter (11 1/2ft.1
		Metal Counter (8ft.1
N071501	3021	Vacuum Receiver
	3A6	Spectrophotometer
747	QST	Sample Processor
	CP500	Clinical Processor (Syval
87910	51	Flame Photometer
		Chair (Metal w/vinyl)
		Garbage Can (Large,Rubbermaid)
		Oxygen Regulator
398612	M-2	Refrigerator
		IV Pole (Metal)
		Bookcase (Wooden,4-shelf)
		Bookcase (Wooden,6-shelf)
		Typewriter Table (Metal)
		Garbage Can (Metal,Small)
		Garbage Can (Metal,Medium)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

			Desk Telephone
8			Calculator
9	731544	021-0	Desk (Standard, Wood)
0			Secretary Chair (Swivel, cloth/vinyl)
1			Secretary Chair (Swivel, cloth/vinyl)
2			File Cabinet (3-drawer, metal)
3			File Cabinet (5-drawer, metal)
4			File Cabinet (5-drawer, metal)
5			Digital Thermometer (Electric)
6	100182	232-538	Lab-Tool Kit
7			Executive Desk (Wooden)
8			Desk Telephone
9			Coffee Table (Wooden)
10			Wooden and fabric chair with arms
11			Wooden and fabric chair with arms
12			Time Recorder
13	U-42559	ITT	Blood Warmer
14	20768	4R4305	Cabinet (2) shelves, metal
15			Direct readout Accessory (Epson)
16	8710-1212	P-40	ACA II-60
17	1215		Power Source
18	235	703151906C	Refrigerator
19	15273277E	FT-3-TR	Table (metal), 8ft.
20			Table (metal), 3 1/2 ft.
21			Secretary chair (metal, swivel)
22			Secretary chair (metal, swivel)
23			Desk Telephone
24			Alarm timer-3 Channel
25	214032		Hand Calculator
26	1411895	TI-5511	Large plastic garbage can
27			Metal File Box
28			Supply cart (small, metal)
29			Siucometer
30	133186	550	Locker system (24-unit, metal)
31			Vacuum Pump
32	1183	00L1228-AA	Urinometer
33	1406	300	Quick Scan Densitometer
34	770SFV299E	1115	Transformer
35		1051	Illuminator
36		1036A	Electrophoresis Amplifier
37	77-00-915	1011	Portable Hand Vacuum
38		999	Waterbath
39	2071	13700	Metal Table
40			Chair (Metal w/vinyl)
41			Chair (Metal w/vinyl)
42			Chair (Metal w/vinyl)
43			Chair (Metal w/vinyl)
44			Chair (Metal w/vinyl)
45			Chair (Metal w/vinyl)
46			Chair (Metal w/vinyl)
47			Garbage Can (Large Rubbermaid)
48	66569	400	Hemochron 400
49	66567	400	Hemochron 400
50			Erlenmeyer Flask (4000ml)
51			Erlenmeyer Flasks (2000ml) (3)
52			Erlenmeyer Flasks (1000 ml) (2)
53			Volumetric Flasks (100 ml) (5)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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		Secretary Chair (Metal w/vinyl)
		Coat Rack (Metal)
		Barrel Roller (4-wheel)
		Barrel Roller (4-wheel)
		Container (35 gal.,Rubbermaid)
		Container (35 gal.,Rubbermaid)
		Box Fan (Large)
		File Cabinet (Metal,2-drawer)
		File Cabinet (Metal,2-drawer)
		File Cabinet (Metal,2-drawer)
		File Cabinet (Metal,2-drawer)
	105000	Furite Test Kit (Bacharach)
81523		Refrigerator
		Filing Cabinet (Metal,5-drawer)
	Thermatic-60	Autoclave (Castle)
3029	60474	Biological Cabinet
		Balance
		Bunsen Burner
		Slide Dispenser
	MS-1	Microseal (Daisy)
0059	137455	Dry Bath Incubator
		Timer
		Slide Stain Rack
		Isostat Press Rack
	582205P	Vortex
12572	129011	Centrifuge (Sorval)
		Humidity Chamber
		Addressograph Cabinet (Metal,3-drawer)
429	2550	Non Co 2 Incubator
11-5-6	32480	Non Co 2 Incubator
		Pipette Washer
		Trio Balance (Harvard)
84385759	CM1105	Power Supply
X0040461	DP9001B371	Printer
54399325160	5160	PC (IBM.Disk Drive)
0745395	5151	CRT (IBM)
		IBM Keyboard
306	BT1012-2A	Tray Reader (Auto Scan IV)
		Table (Wooden,5 ft.)
		Garbage Can (Lg.Rubbermaid)
		Garbage Can (Metal,Large)
		Bar Stool (Metal w/vinyl & cloth)
		Bar Stool (Metal w/vinyl & cloth)
		Bar Stool (Metal w/vinyl & cloth)
		Garbage Can (Medium Rubbermaid)
		Petri Dish Racks (Metal) (5)
		Nalgene Petri Dish Rack (6 stack) (3)
		Rubber Petri Dish Rack (3Stack) (6)
LRI9996	332	CO2 Incubator MAPCO
	HR18889001007	Bacti-cinerator
177	19680565	Gas regulator (Oxygen)
	AQ-100	Microscope
	2071	Flourescent Light Source
	2054A	Flourescent mercury lamp power supply
	114703	Counter

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

ET10352	SR2550	CO2 gas regulator
392635	UC26F-b-040	Kelvinator Freezer
54737	VS-48-SM	4-Door Refrigerator
862685	TE6400185	Technican Keyboard
A23531	AMS200	Technican Data Manager
	2LM60126	Technican Printer
		Metal Cart (3 shelves)
		Telephone (desk)
		Box Fan
BL0037805	1088308R01	Bisk drive for RA1000
		Pipet Soaking cylinder
		Multidrawer storage
		Culture Tube dispenser
24596	K550-6	Vortex
		Rubbermaid garbage can
50028	EL2405	Sharp Calculator
451	LS42	Calculator Cannon
	PC351	Hot plate stirrer
		Filing Cabinet (Metal, 2 drawer)
PRI499		RA1000 Chemistry Analyzer Technicon
		Metal desk (3 drawer)
		Rubbermaid garbage can
		Swivel Chair
		Swivel Chair
1781580046	T123600800002	Ektachem Foras Printer
		Rubbermaid garbage can
07011397		Ektachem 700 x R
		L shaped Cabinet (20')
		Eye wash station
		Garbage Can, large rubbermaid rolling
		Rubbermaid trash cans
		Rubbermaid trash cans
		Desk top phone
		Wooden desk, small
		Secretary Chair, Swival
56025	355952	Centrifuge and acces.
		Wooden desk, small
		Secretary chair, swival
		Thermometer (NBS)
	313359	Transformaer
3002164	300	Rotator
		Culture tube dispenser, Stainless steel
		Binocular Microscope
	313548	Transformaer
		Test tube dispenser, stainless steel
	40007	Timer/Stopwatch
348321		Timer/Stopwatch
250	0812215	Dry Bath
65329	850553	Insufuge 11
		File cabinet (1 drawer)
		Wall Clock
		Tenser Lamp
		Desk telephone
		Metal step stool
	VS05410	Centrifuge Head
	LL16115	RH View Bay

MINUTE BOOK No. 61, CITY OF OXFORD

Report to: Secretary of Health
 DEWENT-MERIDIAN 60-8596

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82025	716	Automatic centrifuge blood band (call wash)
9055	4R4414	Plasma extractor
		Packing Tape dispenser
84117157	66462	Circulating water bath
	1440	Dietetic scale
		Phlebotomy balance (Stainless steel)
		Igloo coolers (6 pack)
		Igloo coolers (6 pack)
		Igloo coolers (6 pack)
		Kenmore Air conditioner (window unit)
	TB750	Recording Thermometer
		Power sonitor
5B3B90	PAS	Platelet rotator
VV36774A	UFP530A0A	Plasma Freezer
		File cabinet (2 drawer, metal)
		File cabinet (1 drawer, metal) (6)
		File cabinet (2 drawer, metal) (2)
		Large rubbermaid garbage can
		Secretary chair
VW53665A	REV5004ANX	Blood bank refrigerator with alarm
	1891	Phototach
M11320	TMS1B	Temperature monitor
		Hand calculator
709159	P134	Lanier dictator
091001	5625	Glucometer
054855	5625	Glucometer
091013	5625	Glucometer
083226	5625	Glucometer
		Desk telephone
	XXE500E	Typewriter, Panasonic
		Addressograph
822973		Calculator, canon
		Phlebotomy Trays-Metal (10)
		50ml MCA Pipets (3)
		100al MCA Pipets (5)
		200al MCA Pipets (4)
		250ml MCA Pipets (2)
		400ml MCA Pipets (2)
		25ml MCA Pipets (1)
		10ml MCA Pipets (1)
		5ml MCA Pipets (1)
	5625	Glucoaster
		Wall clock

MINUTE BOOK No. 61, CITY OF OXFORD

PT: LAUNDRY
PT. NUMBER 860

DEMENT-MERIDIAN 60-8596

IN #	SERIAL #	MODEL #	DESCRIPTION
			Secretary Chair (Metal w/Fabric)
			Secretary Chair (Metal w/Fabric)
			Secretary Chair w/arms (Metal w/Fabric)
			Secretary Chair w/arms (Metal w/Fabric)
			Chair (Metal w/vinyl)
			Table (Metal, round)
			Desk, Standard (Wooden)
			Filing Cabinet, 2-drawer
			NightStand (Wooden)
			WallClock (Electric)
			Refrigerator
			Garbage Can (Med. Rubbermaid)
			Hand Iron (Kenmore)
			Sewing Machine (Brothers)
			Garbage Can (Med. Rubbermaid)
			Lantern (Rayovac)
			Lantern (Rayovac)
			Work Table (Wooden)
			Drying Table
			Laundry Cart
			Sheet Cart (Wooden)
			Sheet Cart (Wooden)
			Laundry Cart (Rubbermaid)
			Laundry Cart (Rubbermaid)
			Laundry Cart (Rubbermaid)
			Linen Basket (Metal Frame)
			Linen Basket (Metal Frame)
			Linen Basket (Metal Frame)
			Linen Basket (Metal Frame)
			Linen Basket (Metal Frame)
			Work Table (96-48x37)
			Cart (Wooden w/wheels)
			Box Fan
			Linen Cart (Metal Frame)
			Linen Cart (Metal Frame)
			Linen Cart (Metal Frame)
			Washer (70 Lbs)
			Washer (125 lbs.)
			Heavy Duty Washer (Kenmore)
			Dryer (Steam)
			Therapeutic Dryer (American)
			Computer Dryer
			Press Machine (Small)
			855954 Press Machine (Small)
			Press Machine (Large)
			Sheet Press
			Linen Basket (Metal Frame)
			Garbage Can (1-lq. Plastic)
			Garbage Can (Lg. Plastic)
			Linen Basket (Metal Frame)
	3318312	13M50	
	3495701/79277	3002005MZA00	
	3449402/79372	420260WE/AAL	
	C71030544	92673110	
	6162M31	106-A	
	627233M32207		
	6162M318550	106-A	
	3112-187		

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

- ~~Linen Basket (Metal Frame)~~
- ~~Linen Basket (Metal Frame)~~
- Scales (Toledo)
- Linen Cart (4-wheel)
- Linen Cart (4-wheel)
- Linen Holder (Metal)
- Linen Holder (Metal)
- Linen Cart (4-Wheel)
- Linen Cart (4-Wheel)

MINUTE BOOK No. 61, CITY OF OXFORD

PT.: MAINTENANCE
PT. NUMBER: B30

DEMENT-MERIDIAN 60-8596

IN #	SERIAL #	MODEL #	DESCRIPTION
			Chairs (Vinyl & Cloth) (2) Secretary Chair (Swivel) Bookcase 4x8 Telephone (Desk Top) Data Keyboard (Decision) Data CT (Decision) IBM Printer Calculator (Canon) Trash Can (Medium, Rubbermaid) Typewriter (IBM, Wheelwriter) Trash Can (Small, Rubbermaid) Desk (U-shaped) Filing cabinets (5 drawer) (4) Cabinet, (Wooden, 3 drawers) Desk (Standard, Metal) Beeper/Charger (Motorola) Executive Chair Cabinet (Small, metal, 10 drawers) Bookcase (5 shelf) Trash Can (Metal, small) Telephone (Desk)
	49830285	3791-01	
	47-0021217	4210-001	
	743216	P21-B	
	AB3757		
	246BLW0554		
	690FNS1266	HT50P100	Motorola Power Supplies (9)
	690FNS1267	H43BEU7120AN	2-Way Radio (Motorola)
	690FNS1269	H43BEU7120AN	2-Way Radio (Motorola)
	690FNS1264	H43BEU7120AN	2-Way Radio (Motorola)
	690FNS1272	H43BEU712AM	2-Way Radia (Motorola)
	690FNS1271	H43BEU7120AN	2-Way Radio (Motorola)
	690FNS1268	H43BEU7120AN	2-Way Radio (Motorola)
		H43BEU7120AN	2-Way Radio (Motorola)
		H43BEU7120AN	2-Way Radio (Motorola)
		TCH	Cassette Recorder (Sony) Chairs w/SideArms (Cloth & Vinyl) (2) Table (Standard, Wood) Desk (Standard, Wood) Executive Chair (Swivel) Filing Cabinet (2 Drawer) Bookcase Credenza
	4248416	5642852	Keyboard (IBM)
		5291	CT & Base (IBM)
		12-141	Weather Radio (Realistic) Telephone (Desk Model) Trash Can (Small, Rubbermaid) Tool Box (Red)
	AI02998	501LM-2	GBC Laminator
		40-1225A	Beacon Flashlights (3) Intercom Sowers (Realistic) (2) Radio Carrying Cases (9)

MINUTE BOOK No. 61, CITY OF OXFORD

Telephone (WallMount)

DEMENT-MERIDIAN 60-8586

		File Box (Metal)
		Clocks (Bayton) (2)
		Lockers (Metal) (12)
		Polarity Tester (Yellow)
		Soldering Gun
	MP-25	Soldering Gun
	260	Volt Meter (Simpson)
	M-20	Volt Meter (Small, Universal)
34-7019-4259-0	JM	TK-3 Circuit Tracer
		Ultra Amprobe
	AC5300	Leak Detector (Automatic, Halogen)
	64-2060	Desoldering Iron
	3151	Snap Ring Pliers (Internal & External)
		100 Foot Tape (Lufkin)
		Skill Jig Saw
07419376	6740	Skill 1/2 Hand Drill
	552	6 1/2 Skillsaws (2)
0M169050		Skill 3/8 Drill & Charger (Cordless)
	200	Skill Hammer Drill
388363	DP4700	Makita 13 MM Drill
245523E	680188V	Makita Screw Gun
245523B	680188V	Makita Screw Gun
		A E 6 Screw Gun
	915R	Thor 1/2" Hand Drill
A9077	315-115020	9" Hand Grinder (Craftsman)
120804	725	Band Saw (Porter & Cable)
1950861	474	Skill Recipro-saw
8WZ	7382	HI Speed Hand Sander
	7451	Belt Sander (Black & Decker)
	735	Set of Greenlee Knockout Punch
	A-84	29pc Lawson Drill Index
	A-44	13pc Lawson Drill Index (5)
5479	5043-09	Macho III Hammer (Green, Black & Decker)
		Yellow Jacket Calibrated Charger
	548	1/2 hp Skill Router
	7378B	Greenlee Knockout Punch
	1141	Tap & Die Set (New Britain)
400728	3	Megger
	Dynomite	Heavy Duty Vac (Kenmore)
	9751	Heat & Strip Gun (Black & Decker)
52614019	93000	Vacuum Pump (Ritchie)
	397.19580	1/3hp Grinder (Craftsman)
41124A	TN	1/2 hp Grinder (Dayton)
		6ft. Ladders (Wooden) (5)
		10ft. Ladder (Wooden)
		24ft. Ladder (Metal)
		40 Ft. Ladder (Metal) (2)
		6ft. Rolling Ladder (Metal)
	0-23	Handsaws (2)
		4ft Levels (3)
	05-121	4ft. T Square
		Grease Guns (2)
		Propane Torches (2)
		02 & Propane Torch (Large)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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CS 85

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Diamond

O2 & Propane Torch (Small)
Tin Cutters (51)
Jumper Cables (Yellow & Black)
Portable Air-Tank (125lb.)
Desk Mover
Hand Drill
Chalk Line Reels (4)
12" Vices (2)
Tool Box (Red.Craftsman)
Capicitar Tester
Sideguard Control Tester (Hill-Rom)
B20 Board Tester (Hill-Rom)
Quick Temp w/Probe (Dayton)
Hygrometer
Compressor Analyzer (Hermetic)
Ranset Gun
Uniset Row Gun
Air 1/2 Impact Wrench
Air Impact Wrench (Craftsman)
7 1/4" Skill Saw (Craftsman)
14 pc 1/2 Drive Socket Set
14pc 3/8 Drive Socket Set
6 pc Screw Extractor Set
10 pc Torque Socket Set
Power Timing Light
Hex Key Set
150ft. 1b Torque Wrench
Sparta 3/4 Pull Handle
Sparta 1/2 Pull Handle
Sparta 1/2 Speed Wrench
2 Foot Square
1/2 Ton American-Power Pulls (2)
Pipe Cutter (Ridoid)
Box Wrench (1"x1 1/4")
Box Wrench (1 1/4x 1 3/8")
Sk 1 1/16 Open & Box Wrench
Fairmount 1 5/16 x 1 1/4 Box Wrench
Sk 1 1/16 Open & Box Wrench
Fairmount 1 7/16 x 1 1/2 Box Wrench
Challenger 15/16 Open & Box Wrench
Classical 13/16 Open Box Wrench
Sparta 7/8 Open & Box Wrench
S-K Wayne 3/4 Open & Box Wrench
Barcala 3/4 x 7/8 Open Wrench (2)
Barcala 3/4 Open & Box Wrench
Open Wrench (5/8 x 25/32) (2)
Open Wrench (19 & 22)
Classical 3/4 Open & Box Wrench
Forged 3/4 Open & Box Wrench
Classical 11/16 Open & Box Wrench
Sparta 1/2 x 9/16 Box Wrench
Forger 1/2" Open & Box Wrench
Adj. Wrench (12") (2)
Screw Drive (5/16 x 6)
Phillips Screw Drivers (3)
Three Arm Puller

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

P-145

3/25" Two Arm Puller

- 6" C-Clamps (2)
- Hack Saws (4)
- 2" Pipe Cutters (2)
- Pipe Threader w/dies (1/2" x 2")
- Pipe Deburring Tool
- 1/2" Ratchet
- 1/2 Pull Handle
- Chisels (2)
- Bolt Cutter
- Greenlee Hole Punch-1 set
- Plumb Bob
- Conduit Bender (1/2" x 1/2")
- Ball Pene Handlers (4)
- Sledge Hammers (8 Lbs.) (2)
- Sledge Hammers (3 Lb.) (2)
- Pipe Wrench (36")
- Pipe Wrenches (24") (2)
- Pipe Wrenches (18") (2)
- Pipe Wrenches (14")
- Crowbars (3)
- Plane
- Wood Rasp
- Glue Gun
- Sheetrock Mudding Knives (6)
- Needle Nose Pliers (8)
- Lineman Pliers (8)
- Channel Lock Pliers (8)
- Tool Belts (8)
- Tool Pouches (8)
- Utility Knives (8)
- Diagonal Pliers (8)
- Allen Wrenches (8)
- 8" Adj. Wrenches (8)
- 6" Adj. Wrenches (8)
- Flat Screwdrivers (32 Piece)
- Phillips Screwdrivers (16)
- Scratch-All (8)
- Multi-Taps (8)
- Torpedo Levels (9)
- 7 Piece Nutdriver Sets (8)
- Wire Strippers (9pairs)
- Fuse Pullers (5)
- Meta Tensco Lockers (12)
- Bar Stool (Metal)
- Bar Stool (Metal)
- Bar Stool (Metal)
- Bar Stool (Metal)
- Bar Stool (Metal)
- Bar Stool (Metal)
- Metal Ollie
- Metal Ollie
- Shop Wet Vac
- Steel Weed Eater
- Lawnmowers (2)

6212-2
F5c6

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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223.298720
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113.20650
85-302

MSX

Lawn Edger (Briggs & Stratton)
Steel Hedge Trimmer
Wheelbarrels (2)
Pointed Shovels (4)
Garden Rakes (2)
File Cabinet (4-drawer, Metal)
4-Ton Air Jack
Napa Battery Charger
10" Radial Saw (Craftsman)
10" Table Saw (Craftsman)
Lincoln AC-DC Welder
Dayton Metal Band Saw
Pipe Vise
Collins Pipe Threader
Sharper (Craftsman)
Napa AC Welder
4-Wheel Metal Cart (Flat Bed)
4-Wheel Metal Cart (Flat Bed)
12" Vise
4-Wheel Metal Supply Cart
Parking Lot Stripper
Wagner Electric Paint Gun
Electric Paint Roller
Secretary Chair (Vinyl & Fabric)
Key Hole Saws (3)
Hand Master Tape Guns (2)
Pole Sanders (2)
Desk (Standard, Wooden)
Corner Trials (2)
Plainer 12"
Rubber Mallets (2)
Bookcase (Wooden, 6 Shelves)
1 1/4" Wallboard Tool
Tree Coat Rack (Stainless Steel)

AA1783

E42125919

HR-35

369123

13558

- Wall Partition 5' x 6'
- Wall Partitiion 5' x 6'
- Garbage Can (Small)
- Garbage Can (Lg.)
- Garbage Can (Med)
- Garbage Can (Lg.)
- Garbage Can (lg.)
- Garbage Can (Lg.)
- Garbage Can (Lg.)
- Garbage Can (Lg.)
- Garbage Can (Lg.)
- Garbage Can (Sm.)
- Garbage Can (Sm)
- Garbage Can (Sm)
- Garbage Can (Sm)
- Garbage Can (Sm)
- Garbage Can (Med)
- Garbage Can (Med)
- Copier (Savin, Cartel Photocopy)
- Copier Stand-storage
- Desk (Standard)
- Telephone
- File Bucket (Metal)
- Wall Coat Rack-14 hooks
- Wall Coat Rack-6 hooks
- Bookcase (3 shelf-wooden)
- Desk (Sm. Standard, Wooden)
- Desk (Sm. Standard)
- Computer Table (Small)
- Printer Cart w/ shelves
- Bookcase (6 Shelves)
- File Cabinet (2-drawer)
- IBM PC
- Printer (Brother)
- Bookcase (3-Shelf)
- Storage Cabinet (Sm. Metal)
- Telephone (Wallmount)
- Bookcase (5 Shelf)
- 2 Sectional Work Area
- Step Stool (Sm. Metal)
- Bookcase (Metal, 14 Shelves)
- Wallclock
- 2 Hole Puncher
- Dictaphone (Lanier)
- Dictaphone (Lanier)
- Cabinet (Metal, 28 Shelves)
- Cabinet (Metal, 28 Shelves)
- Cabinet (Metal, 28 Shelves)
- Cabinet (Metal, 28 Shelves)
- Cabinet (Metal, 28 Shelves)
- Cabinet (Metal, 28 Shelves)
- Cabinet (Metal, 28 Shelves)
- Cabinet (Metal, 28 Shelves)
- Cabinet (Metal, 24 shelves)
- Microfilm Copier (Bell & Howell)
- Cabinet (Metal, 5-drawer)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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			Bookcase (Wooden, 5 Shelves)
			Foot Stool
			Step Stools (2)
			Table (Wood/metal)
			Cart (on wheels, 3 Shelves)
			Table (Sm. wheels)
			Table (Long wood/metal)
	13264	3791	DRT (Decision Data)
			Desk (Standard, Wooden)
		3195	CRT (IBM)
			Desk (Standard, Wood/Metal)
			Desk (Standard, Wood/metal)
			Computer Table
		3191	CRT (Decision Data)
			Typewriter Table
			Table (Wooden)
			Typewriter (IBM Memory 100)
	374380	MX-80111	Printer (EPSON)
			Computer (Lanier)
			Fan (12")
	139561	P-101	Transcriber (Lanier)
	289546	P-101	Transcriber (Lanier)
	AB-0414		Typewriter (IBM)
			Typewriter Table (Metal, Folding)
			Cart w/wheels
			Transcriber (Lanier)
	807815	7100	Computer Word Processor
	552275	11-55	Printer
			2 hole puncher
	849745		Tape recorder (mini cassette)
	849597		Tape recorder (mini cassette)
	849679		Tape recorder (mini cassette)
	849792		Tape recorder (mini cassette)
	851993	P-126	Transcriber (Lanier)
	800897	7100	Computer Word Processor (AES)
	550543	11-55	Printer
			Clock

MINUTE BOOK No. 61, CITY OF OXFORD

PT. NURSERY

DEMENT-MERIDIAN 60-8596

PT. NUMBER 602

EM #	SERIAL #	MODEL #	DESCRIPTION
	ADGE00159A 8601-07	190ASC2 6735	Isolette Electronic Newborn Scales Stainless Steel Mayotable
	67336	2000 C-38 LS8714 811	IVAC Electronic Thera. Face Dispenser B/P Meter Dopler Bath basin Bath basin Bath basin Bath basin Vaseline Container Rocking Chair Garbage Can Stethoscope Stethoscope Stethoscope Stethoscope Filing Cabinet Garbage Can Lab req. file Index File Tape Dispenser Stapler Doctors' Tape Dispenser Desk Calendar
	04750	5001	Addressograph Garbage Can, Covered Drug Container Rolodex Ralodex
	17286	900	Lifecare 900 IV Pump IV Pole
	AAJE00321	4544369 3050410 071479 105	Bard Infusee Radiant Warmer Laryngoscope Lantern Phototherapy Light Circ board Mayo Table Vaseline Container
	R022301 B030571	Type 400 Type 413	Cardiac w/Apnea Monitor Cardiac w/Apnea Monitor Crib Stand Pedi-Crash Box B/P Adapter B/P Adapter Circ Tray Lantern

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Clock

Stethoscope
Stethoscope
Stethoscope
Stethoscope
Stethoscope
Stethoscope
Rocker
Chair
Chair
Chair
Movie Projector
FootStool
Garbage Can
Telephone
Otoscope Base
Radiant Warmer
Fire Extinguisher
I-Ray Viewer
Tape Dispenser
Autoclave
Garbage Can
Laundry Hamper
Filing Cabinet
Rocker
Stool
Bulletin Board
Bulletin Board
Bottle Racks
Bottle Racks
Bottle Racks
Bottle Racks
Bottle Racks
Cooking Pot
Garbage Can
H2o Bottle
H2o Bottle
H2o Bottle
H2o Bottle
Diaper Scale
Garbage Can
Garbage Can w/cover
Garbage Can w/cover
Clock
Picture Frame

AAJD00326

3050405910

T: NURSING ADMIN.

MINUTE BOOK No. 61, CITY OF OXFORD

T. NUMBER: 610

DEMENT-MERIDIAN 60-8596

1	SERIAL #	MODEL #	DESCRIPTION
			Long Table (Dark grain)
			Desk
			Telephone
			Executive Desk (Maroon)
			Accent Chair (Maroon)
			Accent Chair (Maroon)
			Credenza
			Brass Lamp
			Brass Bowl
			Pictures (Oriental-Maroon Trio) (3)
			Garbage Can (Large, Beige)
			Wall Clock (Battery)
			Plastic Floor Protector
			Calculator
			Book Shelf
			Coat Rack
			Desk Coordinator (Small)
			File Cabinet (2-drawer)
			File Cabinet (2-drawer)
			Secretary Chair (Maroon)
			SideChair (Maroon)
			SideChair (Maroon)
			Calculator
			Typewriter
			Typing Arm
			Secretary Desk (Large)
			Telephone
			Prints (Oriental) (2)
			Wastebasket (Small)
			Wastebasket (Small)
			Plastic Floor Mat
			Plastic Floor Mat
			File Cabinet (2-drawer)
			BookShelf
			BookShelf
			Coat Rack
			Cabinet (Metal, double-wide)
			ArmChair (Maroon)
			End Table
			Desk w/typing arm
			IBM Typewriter (Selectric III)
			Secretary Chair (Maroon)
			Calculator (Canon)
			Plastic Floor Mat
			Trash Can (Large)
			SideChair (Maroon)
			Desk
			Picture
			Picture

1018-D

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Executive Chair (Brown)

Ektagraphe III

RingMaster II

Tape Recorder
 Waste Basket
 Plastic Floor Mat
 Anatomical Manikin
 Anatomical Model- (ARM)
 Telephone
 Telephone
 Telephone
 Movie Camera
 Film Strip Projector
 Projection Screen
 16mm Film Projector (Old)
 16mm Film Projector (New)
 Tape Recorder
 Slide Projector
 Slide Projector
 Slide Projector (Self Contained)
 Over-Head Projector (Old)
 Over-Head Projector (New)
 VCR (Curtis Mathis)
 VCR (General Electric)
 Dry Ease Board
 Projection Screen
 CPR Manikin-Thorax
 CPR Manikin-Thorax
 CPR Infant-Thorax
 Collapsible Lectern
 CPR Manikin-Full Body
 Movie Camera Tripod
 Cart (Gray)
 Conference Table
 Conference Table
 Desk Chairs (18)
 Straight Chairs (9)
 Side Chairs (10)
 Telephone
 Telephone
 Sideboard
 Picture
 Picture
 TV & VCR Cart
 Secretarial Chair (Maroon)

NUCLEAR MEDICINE MINUTE BOOK No. 61, CITY OF OXFORD

NUMBER: 725

DEMENT-MERIDIAN 60-8596

SERIAL #	MODEL #	DESCRIPTION
		Trash Cans (Large) (2)
		Trash Can (Small)
		Telephones (2 Desk/1 Wall) (3)
		Desk (Metal 24x42)
		File Cabinet (Metal, 4-drawer)
30625	000-006476	PHO-Sama V Camera
1514A00434		Persistaot Scope
4731	BC/160	Defibrillator
	P21-0X	Calculator (Canon)
47773		Blood Pressure w/stand (Empire)
33550		Micro Dot Imager
		IV Pole
		Mag Tapes (8ASF)
34151	001-006413	Camera
		Lead Apron
		Step Stool
		Bulletin Board (Easy Erase, 24/36)
		Imaging Table
		Selecto Stool
		Executive Chair (Sidebars, vinyl w/coasters)
		Secretarial Chair (w/coasters)
015A	064001	Scintisor (Baird)
D0285665	6242	Monitor 8X10
3450239	CB233	Monitor (Color)
015A	064002	Detector w/Camera (Baird)
	630	Patient Tray (Mill-Row)
		Ultra Shield
		Intercom Phone
		CO-57 Source
H3E60158	5-6700	EKG Machine Monitor
		Book case (5 Shelves)
13840167	MAC1	EKG Printer
		Mag Tape Holder
		Mag Tapes (1931)
408	9273-1	Radioisotope Monitor (Portable)
21027A	CRC-PV	Secordose Printer (Capintec)
30690	CRC-308C	Radioisotope Calibrator w/well counter
474	493	Survey Meter (Victoreen)
11661	36100	Survey Meter (Keithley)
		File Box (Metal, 8x12)
AS/ARC-212	275	Ionization Chamber (Radx)
AS-212	225	Assayer w/charger (Radx)
		Radioactive Bearer Shield
	98502	Aerosol Ultra Vent (Synaco)
		Refrigerator (Kenmore 6.Cubic Ft.)
		Storage Cabinet (Lead Lined)
		DC Linearity Test Kit (Capintec)
3561283A-32		CS 137 (197 uCi)
2061081B-02		Co 57 (5.4 uCi)

MINUTE BOOK No. 61, CITY OF OXFORD

39007838-05

CO 57 (2.0 uCi)

DEMENT-MERIDIAN 60-8596

2967MF

CO 57 (3 uCi)

CS 137 (10 uCi)

CO 60 (52 uCi)

CO 57 (1.04 uCi)

CO 57 (9.5 uCi)

I 129 (2)

Lead Bricks (19)

Syringe Shield (Tungsten)

Syringe Shield (Lead Glass, High Density) (3)

Calculator (Canon)

Lead Peg

Calculator (Texas Instrument)

Collimator w/Cart (Leap Energy)

Collimator w/Cart (Medium Energy)

Collimator w/Cart (Pinhole)

Collimator Cart

Stool (Swivel w/2 extended casters)

3541183A-06

319-146-07

188041

422

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T1-55111

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001-006423

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

T.: PATHOLOGY

NUMBER: 703

M #	SERIAL #	MODEL #	DESCRIPTION
	8L0018704		Garbage Can (X-Lg., Plastic)
	0928-0226		Garbage Can (Lg. Plastic)
			Bar Stool (Metal w/vinyl)
			Bar Stool (Metal w/cloth, wheels)
			Telephone (Wall Mount)
			Auto Technison (Ultra II w/hood)
			Paraffin Oven
			Timer (60 Minute)
		38700399	Hisko Center
	33378		MicroTone
			Desk Lamp
		221	Paraffin Pincher (Electric)
		700	Triple Beam Balance
		14792	Water Bath
		681	Timer-Clock
		57626-12	Tissue Tech Staining Rack
		57626-12	Tissue Tech Staining Rack
			Blender (Osterizer)
			Sharpening Rock (18")
			Microtone Knives (3)
			Timer/Clock
			Garbage Can (Sm. Plastic)
			Garbage Can (Large)
			Garbage Can (Metal, Medium)
	2347		Morgue Table & Attachments (Stainless Steel)
			Jewett Refrigerator/Morgue Cooler
		AL-214	Procedure Lamp (Nightingale)
		6660335H	Technican Mono
			Supply Cart (Sm., Metal)
			Step Stool (Metal)
			Scale w/Weighing Basket
		4553	Cryostat-Tissue Tek II
		1440	Dietary Scale
	414612		Autopsy Saw
	0610	840	Cast Cutter Saw (Stryker)
			Linen Container w/Lid (Rubbermaid)
	260535049	2600	Dictaphone
			Desk (Standard, Wooden)
		845196	Spencer Microscope
		1051H	Light Power Source-AOA
	2880247275	2880	Dictaphone
		C786	Counter
			Bookcase (Wooden, 7 Shelves)
	2880243089	2880	Dictaphone
	AB2597	21-515	Typewriter (Sharp)
			Desk Telephone
			Garbage Can (Med., Rubbermaid)
			Typewriter Stand (Metal)
			File Cabinet (Metal, 5 Drawer)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

File Cabinet (Metal, 5 Drawer)
File Cabinet (Metal, Slide)
Credenza (Wooden)
Desk Telephone
Chair (Wooden w/vynyl seat & back)
Chair (Executive, Swivel w/wrass)
Chair (Secty., Swivel, metal w/cloth)
Autopsy Knives (6)
Hemostats (8)
Spatula (Autopsy)
Bone Shearer
Intestine Cutter
Mallet (Autopsy)
Bone Cutter (Small, Rib)
Tweezer (Autopsy)
Scissors (Autopsy)
Wash Pan (Stainless Steel)
Wash Pan (Stainless Steel)
Autopsy Head Support (Metal)
Autopsy Head Support (Rubber)
Autopsy Head Support (Rubber)
Tray (Stainless Steel, Square) (2)
Tray (Stainless Steel, Round) (2)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8586

PT.: PERSONNEL
PT. NUMBER: 902

ITEM #	SERIAL #	MODEL #	DESCRIPTION
			File Cabinet(Metal,4 Drawer)
			Chair, Secretarial(Side Arm/Swivel)
			Desk (Wooden-38"X57")
	217387	CP1000	Calculator (Canon)
			ITT Desk Phones, Single lines (3)
			Trash Container (Plastic) (5)
			Occasional Table 18" X 28"
			Chair (SideArm,Wooden)
			Chair (SideArm,Wooden)
			Chair Mats (Rubbermaid) (3)
			Diskette File Holder (Eichner)
			Card File (2 Drawer-12" X 18")
			Cabinet (Metal-36" X 42")
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4	1587572	12-90	Addressograph
5	1720462	222-KM	BBC Binding Machine
6			Chair (Metal,Straight)
7		311	Serving Cart (Lakeside)
8			Camera (Laminex-Polaroid)
9	S-405-10754-B	PAK III	Laminating Machine
10			File Cabinet (Metal,5 Drawers)
11			File Cabinet (Metal,5 Drawers)
12			File Cabinet (Metal,5 Drawers)
13			File Cabinet (Metal,5 Drawers)
14			File Cabinet (Metal,5 Drawers)
15			TimeCard File Cabinet (Steeleaster,12 Drawers)
16			TimeCard File Cabinet (Steeleaster,12 Drawers)
17			Foot Stool (Small)
18			File Cabinet (Metal, 2 Drawers,Coasters)
19			Desk (Wooden,30" X 60")
20	703509	CP1018D	Calculator (Canon)
21		0978610	Chair (Secretary-Beige)
22			Computer Center (Wooden,Table & Shelves)
23			Chair (Secretary-Black)
24		3196-88-03638	IBM CRT Computer
25		4210	IBM Computer Printer
26	31188	KROY 80-K	Keyboard Lettering System
27			File Boxes (Index Card 6 X 13) (3)
28			Employment Data File Trays (Acce Visible) (2)
29	S-3050-1027-R	C-1	Photo Trimmer (Laminex)
30			Retirement Card File
31			File Cabinet (Hon,2 Drawer)
32			Desk (Secty.w/"L" Attachment)
33	11-0010189	6782	IBM Display Wheel Writer III, Series II
34	110159	CP-1002	Calculator (Canon)
35			Chair (Secty.,Brown)
36			Chair (Metal, Stackable)
37			Chair (Metal,Stackable)
38			Clock (Spartan,Quartz,Wall)
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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

T: PHARMACY

T. NUMBER: 730

IN #	SERIAL #	MODEL #	DESCRIPTION
		TRK7040H	Miachi Radio/Cassette Player
			Wooden book shelf (3 shelves)
			Metal chair
			Step Stool w/rollers
			Garbage Can, Sm. Metal
			Hamilton Beach Blender
			Norelco Coffee Maker
	85680	RI-1	Torsion Balance
	224316		Vial Crimper (Wheaton)
			Pill Tile
			Meta) Garbage Can
			Wooden Step Stool
			Lq. Plastic Garbage Can
			Kelvinator Freezer
			Wicker Wooden Stool
			Wicker Wooden Stool
			Desk Telephone
			Speaker Telephone (Panasonic)
	1232	6300610	Incubator
	917	4960-01	Vacu-Add Unit
	3867	2MB009	Vacuum Pump
	11944	HBT-4	Desk Top Hood
	2515CH-291B	BBF255CH	Germ-Free Chemo Hood
			Garbage Can, Plastic, X-Lg.
	820882		Supply Cart (Sm. Metal on Wheels)
			Wall Clock
			Telephone (Wall Mount)
			IBM Typewriters (3)
			Garbage Can (Plastic, X-Lq.)
			Transfer Med. Cart
			Profile Cabinet
			Garbage Can (Sm. Plastic)
			Metal Step Stool
			Wooden Coat Rack
			Metal Chair (Vinyl Seat & Back)
			Metal Chair (Vinyl Seat & Back)
			Metal Chair (Vinyl Seat & Back)
	3370552	M	IBM Keyboard
		8503001	IBM Display (Personel Sys. 2)
	8530	30	IBM Personel Sys. 2 Base
		FX-1050	Printer (Epson)
			Metal Computer Table
			Swivel Chair (Metal w/arms)
			Desk (Standard, WOODEN)
			Bookshelf (6 shelves)
			Filing Cabinet (Metal, 4-drawer)
	3801	1000	Digital Time Recorder
			Desk Telephone
			Garbage Can (Med. Metal)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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15256

3791-01
4210

Data Keyboard (Decision)
Data Keyboard (Decision)
IBM Printer
Telephone (WallMount)
Computer Table (Wood & Metal)
Computer Table (Wood & Metal)
Chair (Swivel, Metal w/vinyl)
Card Table
Card Table (Sm. Metal)
File Cabinet (Metal, 6-drawer)
Secretary Chair (Metal w/arms)
Desk (Standard, Wooden)
Book Case (Wooden, 5-shelves)
Bookcase (Wooden, 5-shelves)
Metal Lock Box (Medium)
Metal Lock Box (Small)
Refrigerator
Step Stool (Metal)
Supply Cart (Small)
Book Case (Metal w/wheels, 2-shelves)
Tool Chest w/wheels
Garbage Can (Metal, Med.)

7879

40

Label Printer
Wooden Stool
Wooden Stool

065601330414x
710725

A91212120001
P103-D

Tel-Son
Calculator (Canon)
Telephone (WallMount)
File Cabinet (Metal, 4-drawer)

A90805

IBM Typewriter
Chair (Wooden, Swivel w/cloth back)
Desk (Wooden, L-Shaped)

206532

P101

Calculator (Canon)
Desk Telephone
Cabinet (Metal, 3-drawer)
Garbage Can (Large, Metal)
Chair (Metal w/vinyl seat)
Chair (Metal w/vinyl seat)
Chair (Metal w/vinyl seat)
Chair (Metal w/vinyl seat)
Chair (Metal w/vinyl seat)
Study Table (Round, Wooden)
Executive Chair (Swivel, Wood & Leather)
Desk (Standard, Wooden)
Desk Telephone
Brass Lamp w/ Wooden Base
File Cabinet (Metal, 4-Drawer)
Garbage Can (Lg. Rubbermaid)
File Cabinet (Metal, 2-drawer)
File Cabinet (Metal, 2-drawer)
File Cabinet (Metal, 3-drawer)
Framed Print (14 x 17)
Framed Print (14 x 17)
Framed Print (14 x 17)

MINUTE BOOK No. 61, CITY OF OXFORD

Frased Print (14 x 17)

DEMENT-MERIDIAN 60-8596

PT.: PHYSICAL THERAPY **MINUTE BOOK No. 61, CITY OF OXFORD**

DEMENT-MERIDIAN 60-8596

PT. NUMBER 737

EQ #	SERIAL #	MODEL #	DESCRIPTION
			Bedside Table (3-drawer)
			Typing Table
			Trash Can
			IBM Typewriter
	706197	P21	Calculator (Canon)
			Index Card Cabinet (2 drawers)
			Index Card Cabinet (2 drawers)
			Index Card Cabinet (2 drawers)
			Index Card Cabinet (2 drawers)
			Desk/work Table
			Trash Can (Large)
			Desk Phone
	6CBQA12251	KXT3825h	Telephone (Panasonic Cordless)
			Chair (Rolling,swivel,metal/vinyl)
			Chair (Rolling,swivel,metal/vinyl)
			Chair (Wooden)
		6050	Lumex Walkers (Standard,Folding) (14)
			Heel Walkers (2)
			Platform Attachments (4)
			Quad Canes (3)
			IV Pole
			Garbage Can (lg.)
			Garbage Can (Medium)
			Garbage Can (Medium)
			Bedside Table (2 drawer)
			Bed IV Pole
			Blood Pressure (Sausageometer)
	10344515	HM400	Whirlpool Therapy Tank
	27-47186	100	Hydrotherapy Chair
			Stool (Metal)
			Stool (Plastic)
			Cabinet (Metal,3 shelves)
			Cabinet (Metal,3 shelves)
			Wooden Stool
			Straight Chair
			Exercise Mat/Bed
			Garbage (Small)
			Support Brace,lower leg
			Supply Cart (3 shelves)
			Dressing Tray /on wheels
			Chart (on wheels w/storage)
			Straight Chair
			Storage Cabinet
			Ultrasound (Rich-ear VI-6)
			Ultrasound (Rich-ear HV)
			Wheelchair (Standard) (2)
			Hydrocollator
			Hydrocollator
			Hydrocollator w/chart

MINUTE BOOK No. 61, CITY OF OXFORD

Hydrocollator Pack Covers (Wide) MENT-MERIDIAN 60-8596

Hydrocollator Pack Covers (Small) (2)

Hydrocollator Pack Covers (Square)

Hydrocollator Packs (10)

Cervical Packs (7)

Cervical Traction Bars (4)

Tru-Trac Machine

Tru-Trac Machine

Prone Pillow

Lotion Warmer

Therabath

Medco Sonlator Cart

Hoiter Lift

Straight Chairs (Metal/vinyl) (3)

Coat Stand

Garbage Can (Medium)

Stool w/cushion

Exercise Mat/Bed

PT Bed

PT Bed

Storage Cabinet

Table (2'x8')

Garbage Can (Small)

Straight Chair (Metal/vinyl)

Straight Chair (Metal/vinyl)

CPM Machine

File Cabinet (Standard, 4-drawer)

Stool

Stool

Straight Chair (Metal/vinyl)

Straight Chair (Metal/vinyl)

Desk (Small, 4-drawer)

Chair (Swivel/rolling)

File Cabinet (Standard, 5-drawer)

Quad Canes (3)

Platform Attachments (4)

Plain Bars (14)

Cross Bars (32)

Swivel Clamp Bars-9" (6)

Double Clamp Bars (12)

IV Posts w/clamp (Head) (29)

IV Posts w/clamp (Foot) (59)

Trapeze (12)

Offset Double Clamp Bars (12)

Swivel Clamp Bars w/pulley (4)

Double Pulley Bars (2)

Single Clamp Bars-9" (16)

Pulleys (32)

Center Clamp Bars (6)

IV Post Adapters (8)

Single Clamp Bars-18" (28)

IV Bars (12)

Pulley Bars (4)

Cross Clamps (5)

Wall Bumpers (8)

Thomas Splints (12)

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PT: RECOVERY ROOM
PT. NUMBER: 665

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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EN #	SERIAL #	MODEL #	DESCRIPTION
		1600	
	1165	1600	Baby Bed Stretcher
	05120641	946-2	Stryker PACU Bed w/accessories
	05120642	946-2	Stryker PACU Bed w/accessories
	05120643	946-2	Stryker PACU Bed w/accessories
	05120640	946-2	Stryker PACU Bed w/accessories
	1706		Crib style Adult PACU Bed w/acc
	625-34089		Overbed Table
		622	Overbed Table
			Overbed Table
	625-35019		Overbed Table
		622	Overbed Table
	625-34048		Overbed Table
			Tool Cart w/rollers
			GE Defibrillator w/Adult & Ped. Cables
		410	Tenex Garbage Can
			Tenex Garbage Can
			Tenex Garbage Can
			Tenex Garbage Can
			Tenex Garbage Can
			Tenex Garbage Can
			Tenex Garbage Can
			Tenex Garbage Can
			Tenex Garbage Can
			Tenex Garbage Can
		3524	Garbage Can w/rollers
			Footstool
			Tri-fold Screen
	845-7142	845-12	Dinasep w/cuff Cable
	8260-H8208	1846SX	Dinasep w/cuff cable
	8200-04974	1846	Dinasep w/cuff cable
	8200-04965	1846	Dinasep w/cuff cable
	9214	3214	Alpha 9 Patient monitor w/cable
	9213	3214	Alpha 9 Patient monitor w/cable
	6335	X3214	Alpha 9 Patient monitor w/cable
			GCI Monitor Mount
			GCI Monitor Mount
			GCI Monitor Mount
	10331	1853	Alpha ECG Source Cardule
	6850	1873	Alpha Pressure Source Cardule
	10329	1853	Alpha ECG Source Cardule
		308241-001	Blank Cardule for Alpha monitor
	10330	1853	Alpha ECG Source Cardule
	006135	1853	Alpha ECG Source Cardule
	7011	1873	Alpha Pressure Source Cardule
		308241-001	Alpha Blank Cardule
	006134	1853	Alpha ECG Source Cardule
	10328	1853	Alpha ECG Source Cardule
	7706	1873	Alpha Pressure Source Cardule
			Alpha Blank Cardule

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2	AHBM1557		Intermittent Suction Unit
3	AHBM1554		Vacuum Regulator
4	AHCF07164		Vacuum Regulator
5	AHCF15063		Vacuum Regulator
6	AHCF07293		Intermittent Suction Unit
7	AHBM21535		Intermittent Suction Unit
8	AHBM08790		Intermittent Suction Unit
9	AHBM21570		Intermittent Suction Unit
0	AHBM21569		Vacuum Regulator
1	AHCF07482		Vacuum Regulator
2	AHCF15071		Intermittent Suction Regulator
3	AHBM21567		Intermittent Suction Regulator
4	AHBM21558B		Temp-Plus
5	002556	2000	Thermometer Charger
6	75352	817	Intermittent Suction Unit
7	AHBM05276		Intermittent Suction Unit
8	V07247		Blood Pressure Manometer w/cord & cuff
9	V07211		Blood Pressure Manometer w/cord & cuff
0	V07247		Blood Pressure Manometer w/cord & cuff
1	V07252		Blood Pressure Manometer w/cord & cuff
2	V07255		Blood Pressure Manometer w/cord & cuff
3	V07254		Blood Pressure Manometer w/cord & cuff
4	V07224		Blood Pressure Manometer w/cord & cuff
5	V07210		Blood Pressure Manometer w/cord & cuff
6	V07226		Blood Pressure Manometer w/cord & cuff
7	V07246		Multi-Vac Connector
8			Multi-Vac Connector
9			Multi-Vac Connector
0			Multi-Vac Connector
1			Ice Maker
2	0214995-011	M70NCEL	Warming Cabinet
3	14518	900	Lifecare 900 Volumetric Pump
4	AP20133	4P	Lifecare Pump w/cable
5	94117-5000	4A2020-30	Nurse Call Master Station w/9 called cords
6	124780	RK500	Aqua K Thermo Unit
7	ECCreg	7008TET	Digital Telephone
8	Ecc reeq.	11482	Digital Telephone
9	01459	5001	Patient Card Stasher
0	71100515	P20-BX	Calculator
1			Ceiling IV Bottle Support (IV Hanger)
2			Ceiling IV Bottle Support (IV Hanger)
3			Ceiling Bottle Support (IV Hanger) (Metal)
4			Ceiling Bottle Support (IV Hanger) (Metal)
5			Ceiling Bottle Support (IV Hanger) (Metal)
6			Ceiling Bottle Support (IV Hanger) (Metal)
7			Ceiling Bottle Support (IV Hanger) (Plastic)
8			Ceiling Bottle Support (IV Hanger) (Plastic)
9	5925	2406	Printer Recorder
0			IV Pole (4-prong w/rollers)
1			MiniBlinds
2			MiniBlinds
3			Emergency Lighting System
4			Shelf w/5 slots
5			Shelf w/19 slots
6			Filing cabinet (2-drawer)

MINUTE BOOK No. 61, CITY OF OXFORD

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3704

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Desk Chair w/rollers
Desk Chair w/rollers
Desk Chair w/rollers
Chair Stool/rollers
Chair Stool/rollers
Chair Stool/rollers

311

Cart w/rollers & 3 shelves
Linen cart w/bag

485400229

4333

Anesthesia Machine
IV Pole w/rollers

311

Ultrasonic Doppler Sector w/battery charger
Lantern w/battery

Medicine Cabinet (24 drawer)

Linen Rack (5 shelves)

Storage Box w/water lock

Ped. A&B bag & box

Adult A&B bag & box

Adult A&B bag & box

Adult A&B bag & box

Ferdoson Medical Oxygen flow meters (5)

Puritan Linden flow meters (2)

Oxygen flow meter

Air flowmeter

Laryngoscope handle w/seven blades

File Box (metal)

Life Pak (4)

4T&T Portable Telephone

Bookends (Metal) (4)

Ped. Laryngoscope handle w/4 blades

Oxygen Cylinder Carrier on wheels

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT.: SECURITY
PT. NUMBER: 833

EM #	SERIAL #	MODEL #	DESCRIPTION
	26-3290681	Selectric II	Typewriter (IBM) Typewriter Table Metal Trash Cans (2) File Cabinets (Metal, 2-drawer) (2) Key File Cabinet (Metal, TELKEY)
	7M-387-44		Desk (wooden, 30"x60") (2) Telephone (Desk Type) Desk (Sm., Metal, 29"x42") Chairs (Side Arm, Swivel) (2) Chair (Secretarial) Key Control Cabinets (2) Key Maker (Belsaw)
	3156371		Flashlight (Maqlite)
	1159387		Flashlight Charger Quartz Clock (Spartus) Bulletin Board (28"x42")

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT. SOCIAL SERVICES

PT. NUMBER: 741

EX #	SERIAL #	MODEL #	DESCRIPTION
	AB-2772	Selectric II	File Cabinet (4 Drawers) File Cabinet (2 Drawers) IBM Typewriter Typing Table (Metal) Book Shelf (Wood/5 Shelves) Trash Can (Medium) Desk-Standard (Metal) Chair-Straight Back (Metal/Vinyl) Chair-Straight Back (Metal/Vinyl) Chair-Straight Back (Metal/Vinyl) Chair-Swivel Desk Chair (Metal/Cloth)
	346125	LB13	Telephone Calculator General Electric Clock Record Player Lifeline System, Inc. (25)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT.: UTILIZATION REVIEW

PT. NUMBER: 904

EM #	SERIAL #	MODEL #	DESCRIPTION
	72-0299211		Communication Station Communication Station w/Drawer Unit IBM PC
	08052278	FI-286C	IBM Keyboard Printer (Epson) File Cabinet & Shelves,Combination Garbage Cans Book Shelf Telephone Telephone Telephone Telephone
	11-0124197 58646	3791-41	Typewriter (IBM Wheelrider 10) CRT (Decision Data) Keyboard (Decision Data) Desk (Metal w/typewriter arm,Anderson) Desk (Metal,Small) Desk (Metal) Desk (Standard,Wooden) Chair (Secretary, Swivel) Chair (Secretary, Swivel) Chair, (Secretary, Swivel) Chair (Straight Back) Chair (Straight Back) Chair (Straight Back) Chair (Secretary-Sidearm)
		CP-1014	Calculator (Canon) File Cabinet (4-drawer) Garbage Can
	72-0452412	FI-1050	Printer (Epson) PC (IBM) Keyboard (IBM)
	72-0452412 760313117		External Disk Drive (IBM) External Disk Drive (IBM) Clock (Battery) Bulletin Board (24"x18") Bulletin Board (24"x18") Desk (Metal, Small) Chair (Secretary,Swivel) Chair (Sidearm,wooden) Chair (Sidearm,wooden) Bookcase Goose neck Lamp Telephone

MINUTE BOOK No. 61, CITY OF OXFORD

PT: 1ST FLOOR

PT. NUMBER: 600

DEMENT-MERIDIAN 60-8596

EM #	SERIAL #	MODEL #	DESCRIPTION
			Bed
			Overbed Table
			Desk w/mirror
			Straight Chair
			Night Stand
			Telephone
			Nurse Call Light
			Bed
			Bedside Table
			Night Stand
			Nurse Call Light
			Desk w/mirror
			Telephone
			Straight Chair
			Bed
			ArmChair
			Straight Chair
			Desk w/mirror
			Bedside Table
			Telephone
			Night Stand
			Nurse Call Light
			IV Pole
			Desk w/mirror
			Bed
			Phone
			Night Stand
			Bedside Table
			Call Light
			ArmChair
			Straight Chair
			IV Pole
			Desk w/mirror
			Bedside Table
			ArmChair
			Night Stand
			Bed
			IV Pole
			Telephone
			Nurse Call Light
			Bed
			Straight Chair
			Straight Chair
			Bed Side Table
			Night Stand
			IV Pole
			Telephone
			Nurse Call Light
			ArmChair

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Desk w/mirror
Straight Chair
Arm Chair
Bedside Table
Desk w/mirror
Straight Chair
Arm Chair
IV Pole
Bed
Telephone
Night Stand
Nurse Call Light
Bed
Bedside Table
Desk w/mirror
Straight Back Chair
ArmChair
Telephone
Nurse Call Light
IV Pole
Night Stand
Bed
Straight Chair
Desk w/mirror
Straight Chair
Bedside Table
ArmChair
IV Pole
Telephone
Night Stand
Nurse Call Light
Bed
Bedside Table
Desk w/mirror
Straight Chair
Night Stand
Telephone
Nurse Call Light
Arm Chair
Desk w/mirror
Arm Chair
Bedside Table
Rocking Chair
Baby Bed
Bed
Straight Chair
Night Stand
Telephone
Nurse call light
Bed
Desk w/mirror
Straight Chair
Telephone
Arm Chair
Overbed Table
Nurse call light

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Bedside Table

IV Pole

Bed

Desk w/mirror

Arm Chair

Telephone

Overbed Table

Nurse Call light

Bedside Table

Bed

Desk w/mirror

Straight Chair

Telephone

Overbed Table

Nurse Call Light

Bedside Table

Arm Chair

Arm Chairs (2)

Bed

Desk w/mirror

Straight Chair

Straight Chairs (2)

Telephone

Arm Chair

Overbed Table

Nurse Call Light

Bedside Table

Bed

Desk w/mirror

Straight Chair

Telephone

Arm Chair

Overbed Table

Nurse Call Light

Bedside Table

Bed

Desk w/mirror

Straight Chair

Telephone

Arm Chair

Overbed Table

Nurse Call Light

Bedside Table

Bed

Desk w/mirror

Straight Chair

Telephone

Arm Chair

Overbed Table

Nurse Call Light

Bedside Table

Bed

Desk w/mirror

Straight Chair

Telephone

Arm Chair

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Arm Chair (2)
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Crib
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Rocking Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Rocking Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Rocking Chair
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Rocking Chair
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Baby Bed
 Bed
 Desk w/mirror
 IV Pole
 Telephone
 ArmChair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Baby Bed
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Rocking Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 ArmChair
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 IV Pole
 Bed
 Desk w/mirror
 Arm Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk
 Straight Chair
 Telephone
 Arm Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Ara Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 AraChair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Bed
 Desk w/mirror
 Straight Chair
 Telephone
 Ara Chair
 Overbed Table
 Nurse Call Light
 Bedside Table
 Straight Chair
 Desk
 Telephone
 Calculator
 File Cabinet (3-drawer)
 Office Chair
 Straight Chair
 File Cabinet (5-drawer)
 Desk Lamp
 Garbage Can (Small)
 Garbage Can (Small)
 Ice Machine
 IV Pole
 IV Pole
 IV Pole
 IV Pole
 IV Pole
 IV Pole
 IV Pole
 IV Pole
 IV Pole
 Garbage Can
 Desk
 Shower Chair
 Shower Linen Holder
 Linen Holder
 Contaminated Trash Container on wheels
 Linen Container
 Linen Container
 Linen Cart
 Cart
 Cart
 Garbage Can (Small)
 Treatment Table
 Set-Up Table
 Hydroculator & Cart
 Cabinet

MINUTE BOOK No. 61, CITY OF OXFORD

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Otoscope & Ophthalmoscope

Baby Scales & Cart

Garbage Can

Baby Scales

Treatment Lamp

Stool

Gooseneck Lamp

Stool

Straight Chair

Scales

Straight Chair

Cabinet

Cabinet

Dry Erase Board

Pamphlet Holder

IV Pole

IV Pole

Shower Chair

Shower Chair

Linen Holder

Garbage Can

Garbage Can

Straight Chair

Straight Chair

Straight Chair

Straight Chair

Straight Chair

3 Chairs Connected

3 Chairs Connected

3 Chairs Connected

2 Chairs Connected

Arm Chair

Magazine Rack

Bulletin Board

Piano w/bench

Bedside Table

Garbage Can

Garbage Can

Table

End Table, Small

Framed Picture

Framed Picture

Magazine Rack

Table

Table

Arm Chair

Arm Chair

Arm Chair

Straight Chair

Straight Chair

Straight Chair

Bench

Garbage Can

Garbage Can

Potted Plant

Ashtray

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

~~Straight Chair~~
 Straight Chair
 Straight Chair
 Straight Chair
 Straight Chair
 Table
 Tape Recorder
 Bedside Table
 Coffee Pot
 Garbage Can
 Small Container
 Small Container
 Small Container
 Bulletin Board
 Coat Rack
 Garbage Can
 Dry Erase Board
 Ice Cart
 Medicine Cart
 Medicine Cart
 Chart Holder
 Chart Holder
 Dry Erase Board
 Dry Erase Board
 Pencil Sharpener
 Table
 Straight Chair
 Straight Chair
 Straight Chair
 Rolling Chair
 Rolling Chair
 Rolling Chair
 Rolling Chair
 Rolling Chair
 Rolling Chair
 Rolling Chair
 Scales
 Garbage Can
 Dressing Cart
 Dressing Cart
 IV Cart
 Bedside Table
 IVAC
 IVAC
 IVAC
 Small Chart Rack
 Chart Tub
 Chart Rack
 Drs' Prescription Box
 Dictaphone
 Telephone
 Telephone
 Telephone
 File Cabinet (2-drawer)
 File Cabinet (2-drawer)
 Refrigerator

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Garbage Can
 Garbage Can
 Bedside Chair
 Garbage Can
 Garbage Can
 IV Pole
 Crib
 Crib
 Garbage Can
 Garbage Can
 Garbage Can
 ArmChair
 Garbage Can
 ArmChair
 Garbage Can
 Garbage Can
 Bedside Chair
 Garbage Can
 Garbage Can
 Garbage Can
 Bedside Chair
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Straight Chair
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Bedside Chair
 Bedside Chair
 Garbage Can
 Garbage Can
 Bedside Chair
 Garbage Can
 Garbage Can
 Bedside Chair
 Garbage Can
 Garbage Can
 Garbage Can
 Garbage Can
 Bedside Chair
 Garbage Can
 Straight Chair
 Garbage Can
 Garbage Can

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Garbage Can
Lantern
Lantern
Flashlight
Hole Puncher
Stapler
Tape Dispenser
Tape Dispenser
File Tub

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT: 2nd FLOOR

PT. NUMBER: 612

EM #	SERIAL #	MODEL #	DESCRIPTION
			Couch
			EndTable
			Lamp
			Telephone
			Coffee Table
			Side Chair
			Side Chair
			Patient Chair
			Garbage Can
			Garbage Can
			Garbage Can
			Framed Picture
			Bed
			Garbage Can
			Overbed Table
			Garbage Can-metal
			Chair
			Bedside Table
			Speaker
			B/P Machine/on wall
			Bedside Table
			Telephone
			Speaker
			Bed
			Chair
			Chair
			Overbed Table
			Garbage Can (Plastic)
			Chair
			Overbed Table
			Chair
			Bed
			Bedside Table
			Telephone
			B/P Machine
			Speaker
			Garbage Can
			Garbage Can
			Cot
			Bed
			Garbage Can (Metal)
			Overbed Table
			Overbed Table
			Speaker
			Bedside Table
			B/P Machine
			Bed
			Speaker
			Bedside Table

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

50	Telephone
51	Chair
52	Chair
53	Garbage Can (Plastic)
54	Garbage Can (Plastic)
55	Overbed Table
56	Chair
57	Bed
58	Chair
59	Chair
60	Telephone
61	B/P Machine
62	Garbage Can (Plastic)
63	Bedside Table
64	Garbage Can (Plastic)
65	Speaker
66	Overbed Table
67	Bed
68	Garbage Can (Metal)
69	Garbage Can (Plastic)
70	ArmChair
71	Bedside Table
72	Speaker
73	B/P Machine
74	Chair
75	Garbage Can (Metal)
76	Overbed Table
77	Bed
78	Speaker
79	Telephone
80	Bedside Table
81	Chair
82	Overbed Table
83	Chair
84	Bed
85	Speaker
86	B/P Machine
87	Telephone
88	Bedside Table
89	Garbage Can (Metal)
90	Garbage Can (Plastic)
91	Bed
92	Chair
93	Garbage Can (Plastic)
94	Chair
95	Chair
96	Overbed Table
97	Overbed Table
98	Telephone
99	Bedside Table
100	Bedside Table
101	B/P Machine
102	Speaker
103	Speaker
104	Bed
105	Chair

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

106	Garbage Can (Plastic)
107	Garbage Can (Plastic)
108	Overbed Table
109	Bed
110	Chair
111	Telephone
112	Speaker
113	B/P Machine
114	Bedside Table
115	Garbage Can (Metal)
116	Garbage Can (Plastic)
117	Chair
118	Bed
119	Garbage Can (Plastic)
120	Bedside Table
121	Bedside Table
122	B/P Machine
123	Speaker
124	Speaker
125	Telephone
126	Garbage Can (Metal)
127	Garbage Can (Plastic)
128	Overbed Table
129	Chair
130	Bed
131	Cot
132	Chair
133	Bedside Table
134	Telephone
135	B/P Machine
136	Speaker
137	Garbage Can (Metal)
138	Garbage Can (Plastic)
139	Overbed Table
140	Chair
141	Chair
142	Bed
143	Bedside Table
144	Telephone
145	B/P Machine
146	Speaker
147	Garbage Can (Metal)
148	Garbage Can (Plastic)
149	Garbage Can (Plastic)
150	Bed
151	Overbed Table
152	Chair
153	Cot
154	Speaker
155	Telephone
156	B/P Machine
157	Chair
158	Garbage Can (Plastic)
159	Bedside Table
160	B/P Machine
161	Speaker

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

162	Utility Room Haaper (Metal)
163	Chair
164	Chair
165	Bedside Table
166	B/P Machine
167	Speaker
168	Overbed Table
169	Garbage Can (Plastic)
170	Overbed Table
171	Bed
172	Cot
173	Bedside Table
174	Telephone
175	B/P Machine
176	Speaker
177	Chair
178	Chair
179	Garbage Can (metal)
180	Garbage Can (Plastic)
181	Overbed Table
182	Bed
183	Garbage Can (Metal)
184	Bedside Table
185	Speaker
186	Telephone
187	B/P Machine
188	Chair
189	Chair
190	Bed
191	Chair
192	Garbage Can (Metal)
193	Overbed Table
194	Chair
195	Bedside Table
196	B/P Machine
197	Telephone
198	Speaker
199	Garbage Can (Plastic)
200	Overbed Table
201	Garbage Can (Plastic)
202	Bed
203	Chair
204	Bedside Table
205	Telephone
206	Chair
207	Chair
208	B/P Machine
209	Speaker
210	Cot
211	Chair
212	Overbed Table
213	Cot
214	Garbage Can (Metal)
215	Bed
216	Chair
217	Bedside Table

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

218	Telephone
219	Speaker
220	B/P Machine
221	Garbage Can (Plastic)
222	Chair
223	Chair
224	Overbed Table
225	Bedside Table
226	Telephone
227	Bed
228	B/P Machine
229	Speaker
230	Garbage Can (Plastic)
231	Overbed Table
232	Bed
233	Bedside Table
234	Telephone
235	B/P Machine
236	Speaker
237	Chair
238	Chair
239	Garbage Can (Plastic)
240	Garbage Can (Plastic)
241	Overbed Table
242	Chair
243	Bedside Table
244	Bed
245	Chair
246	B/P Machine
247	Speaker
248	Telephone
249	Garbage Can (Plastic)
250	Garbage Can (Plastic)
251	Garbage Can (Metal)
252	Garbage Can (Plastic)
253	Bed
254	Overbed Table
255	Bedside Table
256	Speaker
257	B/P Machine
258	Bedside Table
259	Telephone
260	Chair
261	Speaker
262	Garbage Can (Plastic)
263	Bed
264	Overbed Table
265	Chair
266	Chair
267	Chair
268	Bed
269	Bedside Table
270	Speaker
271	Telephone
272	B/P Machine
273	Garbage Can (Metal)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

274	Garbage Can (Plastic)
275	Overbed Table
276	Bed
277	Garbage Can (Metal)
278	Garbage Can (Plastic)
279	Chair
280	Chair
281	Chair
282	Chair
283	Bed
284	Overbed Table
285	Speaker
286	Speaker
287	Bedside Table
288	Bedside Table
289	B/P Machine
290	Garbage Can (Plastic)
291	Telephone
292	Bed
293	Chair
294	B/P Machine
295	Chair
296	Overbed Table
297	Bedside Table
298	Telephone
299	Garbage Can (Metal)
300	Garbage Can (Plastic)
301	Speaker
302	Bed
303	Garbage Can (Plastic)
304	Garbage Can (Plastic)
305	Overbed Table
306	Bedside Table
307	Garbage Can (Metal)
308	B/P Machine
309	Speaker
310	Speaker
311	Bedside Table
312	Bed
313	Overbed Table
314	Chair
315	Chair
316	Chair
317	Bed
318	Cot
319	Overbed Table
320	Bedside Table
321	Telephone
322	Speaker
323	B/P Machine
324	Chair
325	Chair
326	Garbage Can (Metal)
327	Garbage Can (Plastic)
328	Overbed Table
329	Overbed Table

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

330	Chair
331	Chair
332	Chair
333	Bed
334	Bed
335	Bedside Table
336	Bedside Table
337	Speaker
338	Speaker
339	Telephone
340	B/P Machine
341	Garbage Can (Metal)
342	Garbage Can (Plastic)
343	Bed
344	Chair
345	Chair
346	Overbed Table
347	Overbed Table
348	Bedside Table
349	Speaker
350	B/P Machine
351	Garbage Can (Metal)
352	Garbage Can (Plastic)
353	Bed
354	Bed
355	Overbed Table
356	Overbed Table
357	Chair
358	Chair
359	Chair (Sleeper)
360	Bedside Table
361	Bedside Table
362	Telephone
363	B/P Machine
364	Speaker
365	Speaker
366	Garbage Can (Metal)
367	Garbage Can (Plastic)
368	Garbage Can (Plastic)
369	Bed
370	Overbed Table
371	Bedside Table
372	Speaker
373	Telephone
374	B/P Machine
375	Chair
376	Chair
377	Garbage Can (Metal)
378	Garbage Can (Plastic)
379	Bed
380	Bedside Table
381	Overbed Table
382	Chair
383	Chair
384	Chair
385	Cot

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

386	B/P Machine
387	Speaker
388	Telephone
389	Garbage Can (Metal)
390	Garbage Can (Plastic)
391	Bed
392	Overbed Table
393	Bedside Table
394	Speaker
395	B/P Machine
396	Telephone
397	Chair
398	Chair
399	Garbage Can (Metal)
400	Garbage Can (Plastic)
401	Bed
402	Overbed Table
403	Bedside Table
404	B/P Machine
405	Speaker
406	Telephone
407	Cot
408	Garbage Can (Plastic)
409	Chair
410	Chair
411	Garbage Can (Plastic)
412	Chair
413	Chair
414	Chair
415	Chair
416	Cot
417	Bed
418	Overbed Table
419	Bedside Table
420	Speaker
421	B/P Machine
422	Garbage Can (Metal)
423	Garbage Can (Plastic)
424	Foot Stool
425	Desk (Metal, Standard)
426	Desk (Wood)
427	File Cabinet (2-drawer)
428	File Cabinet (4-drawer)
429	File Cabinet (5-drawer)
430	Book Cabinet (3-shelves)
431	Chair
432	Chair
433	Adding Machine
434	Telephone
435	Garbage Can (Plastic)
436	Garbage Can (Plastic)
437	Exam. Table
438	Supply Cabinet
439	Utility Cart (Metal, 3-shelves)
440	Gooseneck Lamp
441	Gooseneck Lamp

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

442	Swivel Stool
443	Garbage Can
444	Portable Scale
445	Wheelchair
446	Wheelchair
447	Potty Chair
448	Potty Chair
449	Potty Chair
450	Gooseneck Lamp
451	Overhead Table
452	Metal Lockers (10)
453	Garbage Can (Metal)
454	Garbage Can (Metal)
455	Upright Scale
456	Chair
457	Chair
458	Chair
459	Chair
460	Chair
461	Chair
462	Chair
463	Chair
464	Chair
465	Garbage Can (Metal)
466	Long Table
467	Bulletin Board (Small)
468	Bulletin Board (Large)
469	Dry Board
470	Wall File Holders (Plastic) (17)
471	Garbage Can (Plastic)
472	Garbage Can (Metal)
473	Crash Cart
474	Accessory Crash Cart
475	Metal Utility Cart
476	Metal Utility Cart
477	Ice Cart
478	Garbage Can (Plastic)
479	Coffee Maker
480	Ice Machine
481	MicroWave Oven
482	Refrigerator
483	Garbage Can (Plastic)
484	Step Stool
485	Refrigerator (Small)
486	Narcotic Box
487	Chair
488	Chair
489	Chair
490	Chair
491	Chair
492	Garbage Can (Plastic)
493	Garbage Can (Plastic)
494	Chart Cart
495	Telephone
496	Telephone
497	Telephone

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

498	Dictaphone
499	Garbage Can (Plastic)
500	Addressograph
501	Commode Chair
502	Commode Chair
503	Medicine Cart
504	Medicine Cart
505	Dry Boards
506	Dry Boards
507	Utility Cart (Plastic)
508	Utility Cart (Plastic)
509	Overbed Table
510	Table (Small)
511	Overbed Table
512	Overbed Table
513	Bed
514	B/P Machine
515	Speaker
516	Speaker
517	Garbage Can (Metal)
518	Garbage Can (Plastic)
519	IV Pole
520	IV Pole
521	IV Pole
522	IV Pole
523	IV Pole
524	IV Pole
525	IV Pole
526	IV Pole
527	IV Pole
528	Small Foot Stool
529	Small Foot Stool
530	IV Pole
531	Garbage Can (Metal)
532	IV Pole
533	Commode Chair

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT:THIRD FLOOR
PT. NUMBER: 613

EM #	SERIAL #	MODEL #	DESCRIPTION
			Bed
			Bedside Table
			Overbed Table
			Straight Chair
			Arm Chair
			Garbage Can
			Garbage Can
			Arm Chair
			Lockers
			Table
			Chairs
			Bookcase
			Tape Recorder
			Bed
			Bedside Table
			Overbed Table
			Straight Chair
			Arm Chair
			Bed
			Bed Side Table
			Overbed Table
			Straight Chair
			Arm Chair
			Garbage Can
			Garbage Can
			IV Pole (Attached to bed)
			Bed
			Bed side Table
			Overbed Table
			Straight Chair
			Arm Chair
			Commode Chair
			Chair
			Foot Stool
			Garbage Can
			Garbage Can
			Garbage Can
			Garbage Can
			Bed
			Bedside Table
			Overbed Table
			Arm Chair
			Straight Chair
			Bed
			Bed Side Table
			Overbed Table
			Straight Chair
			Garbage Can
			Garbage Can

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Bed
 Bedside Table
 Overbed Table
 Straight Chair
 Arm Chair
 Bed
 Bedside Table
 Overbed Table
 Garbage Can
 Garbage Can
 Straight Chair
 Arm Chair
 Foot Stool
 Bed
 Bedside Table
 Overbed Table
 Straight Chair
 Arm Chair
 Garbage Can
 Garbage Can
 IV Pole (Attached to bed)
 Bed
 Bedside Table
 Overbed Table
 Straight Chair
 IV Pole (Attached to bed)
 Garbage Can
 Bed
 Bedside Table
 Overbed Table
 Straight Chair
 Arm Chair
 Garbage Can
 Garbage Can
 IV Pole (Attached to bed)
 IV Pole
 Bed
 Bedside Table
 Overbed Table
 Straight Chair
 Arm Chair
 Garbage Can
 Garbage Can
 IV Pole (on bed)
 Bed
 Overbed Table
 IV Pole (on bed)
 Garbage Can
 Bed
 Bedside Table
 Overbed Table
 Straight Chair
 Leathers (Isolation Ra Cleanup)
 Garbage Can
 Garbage Can
 Bed

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Straight Chair

Arm Chair

Overbed Table

Bedside Table

Commode Chair

Garbage Can

Bed

Straight Chair

Arm Chair

Overbed Table

Bedside Table

Garbage Can

Bed

Straight Chair

Refrigerator

Microwave Oven

Coffee Pot

Ice cart

Garbage Can

Ice Machine

File Cabinet

Breasting Cart

Garbage Can

Chairs 151

Garbage Can

Crash Cart

Defibrillator Cart

Defibrillator

Medicine Cart

Medicine Cart

IV Cart

File Cabinet

Desk

Chair

Linen Cart

Linen Cart

Scale

Bed

Overbed Table

Bedside Table

Bed

Overbed Table

Bedside Table

Arm Chair

Straight Chair

Garbage Cans (2)

IV Pump

IV Pump

IV Pump

IV Pump

Arm Chair

Garbage Can

Bed

Bedside Table

Overbed Table

Arm Chair

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

IV Pole (on bed)
Straight Chair
Straight Chair
Garbage Can
Garbage Can
IV Pole (on bed)
Bed
Bedside Table
Overbed Table
ArmChair
Straight Chair
Garbage Can
Garbage Can
Bed
Bedside Table
Overbed Table
ArmChair
Straight Chair
Garbage Can
IV Pole (on bed)
Bed
Bedside Table
Overbed Table
IV Pole (on bed)
Straight Chair
ArmChair
Garbage Can
Bed
Bedside Table
Overbed Table
Straight Chair
ArmChair
ArmChair
Garbage Can
Garbage Can
Bed
Bedside Table
IV Pole
Overbed Table
ArmChair
Straight Chair
Garbage Can
Garbage Can
Bed
Bedside Table
Garbage Can
Overbed table
Straight Chair
Arm Chair
Bed
Bedside Table
Overbed Table
ArmChair
Straight Chair
Garbage Can
Garbage Can

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Bed
 Bedside Table
 Overbed Table
 ArmChair
 Straight Chair
 Garbage Can
 Sofa Bed
 Garbage Can
 IV Pole (on bed)

Bed
 Bedside Table
 Overbed Table
 Straight Chair
 IV Pole/on bed
 ArmChair
 Garbage Can

Bed
 Bedside Table
 Overbed Table
 Straight Chair
 Straight Chair
 ArmChair
 IV Pole/on bed
 Garbage Can
 Commode Chair

Bed
 Bedside Table
 Overbed Table
 Armchair
 Garbage Can
 Straight Chair
 IV Pole/on bed
 Garbage Can

Bed
 Bedside Table
 Overbed Table
 IV Pole/on bed
 Straight Chair
 ArmChair
 Garbage Can

Bed
 Bedside Table
 Overbed Table
 Straight Chair
 ArmChair
 IV Pole/on bed
 Garbage Can

Bed
 Bedside table
 Overbed Table
 ArmChair
 Garbage Can
 Straight Chair
 Commode Chair
 Garbage Can
 IV Pole

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Bed
 Bedside Table
 Overbed Table
 Straight Chair
 ArmChair
 Garbage Can
 Bed
 Bedside Table
 Overbed Table
 ArmChair
 Garbage Can
 Straight Chair
 IV Pole/on bed
 Garbage Can
 Bed
 Bedside Table
 Overbed Table
 ArmChair
 ArmChair
 Straight Chair
 Garbage Can
 Garbage Can
 IV Pole/on bed
 Bed
 Bedside Table
 Overbed Table
 ArmChair
 Garbage Can
 Straight Chair
 Foot Stool
 IV Pole/on bed
 Garbage Can
 Lamp
 Dresser
 Mirror over dresser
 Sofa Bed
 Bed
 Bedside Table
 Overbed Table
 ArmChair
 Straight Chair
 IV Pole
 Garbage Can
 Garbage Can
 IV Pole/on bed
 Garbage Can
 IV Pole
 IV Pole
 Garbage Can
 Commode Chair
 Commode Chair
 Commode Chair
 Commode Chair
 Cart
 Cart
 Can (for red bags)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Cart
Garbage Can
Telephones (30)
Dictaphone

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT.: CARDIOLOGY
PT. NUMBER: 680

EM #	SERIAL #	MODEL #	DESCRIPTION
	732986	CP12190	Executive Desk
			Chair (Swivel w/rollers.cloth)
	3503-AV-CT900M		Calculator (Canon)
			Garbage Can (Medium)
			Teletech Telephone
			Bullentin Board (Cork.small)
			Credenza
			3 Hole Punch
		5095	Clock (Spartus)
			Chair (Side Arm,wood/leather)
			Chair (Side arm,wood/leather)
			Executive Swivel Chair (Wood/leather)
	F8049S1T	Force 2	Electro-Surgical Generator
			Cart (Metal)
			Conference Table (small)
			Chair
			Chair
			Chair
			Chair
			Chair
			Chair
			Refrigerator (Small)
			Tape Dispenser (Large Heavy Duty)
	23627-4	28100 X-R35	Film Viewer
			Garbage Can (Large)
			Film Roller (Manual)
			Bulletin Board (Large.cork)
			Table (Wooden)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Locker (6ft.Tall)
			Desk (Metal)
	714472	P103-D	Calculator (Canon)
	3503-NB-CT	900M	Telephone
			File Cabinets (5-drawer)
			Wall Clock
			Garbage Can (Medium)
			Coat Hanger (Wall Mount)
	3503ABCT	900M	Telephone
			Desk (Metal.Standard)
			Garbage Can (Large)
			Chair (Swivel,rollers.fabric)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

- Chair (Swivel,rollers,fabric)
- Chair (Swivel,rollers,vinyl)
- Chair (Swivel,rollers,vinyl)
- Bulletin Board (Cork,small)
- File Cabinet (5-drawer)
- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1 1/2' x 7')
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- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1 1/2' x 7')
- Adjustable Metal Shelving (1' x 7')
- Adjustable Metal Shelving (1' x 7')
- Garbage Can (Medium)
- Coat Hanger (Wall Mount,3 hook)
- Coat Hanger (Wall Mount,3 hook)
- Coat Hanger (Wall Mount,3 hook)
- Coat Hanger (Wall Mount,3 hook)
- Dryboard (Large)
- Bulletin Board (Small,cork)
- Bulletin Board (Small,cork)
- Bulletin Board (Small,cork)
- Bulletin Board (Small,cork)
- Bulletin Board (Small,cork)
- Bulletin Board (Small,cork)
- Telephone (Teletech)
- Telephone (Teletech)
- Telephone (Teletech)
- Telephone (Teletech)
- Desk (Standard,metal)
- Desk (Standard,metal)
- Desk (Standard,metal)
- Desk (Standard,metal)
- Monitoring Equipment
- Monitoring Equipment,Printer & Recorder
- Pencil Sharpener (Electric)
- Wall Clock
- Wall Clock
- Wall Clock
- Wall Clock
- Wall Clock
- Wall Clock
- Chair w/sidearms (Metal & Cloth)
- Chair w/sidearms (Metal & Cloth)
- Chair w/sidearms (Metal & Cloth)
- Chair w/sidearms (Metal & Cloth)
- Chair w/sidearms (Metal & Cloth)

3503-AV-Ct 900H

2074 900-916
1104 910-01
 KP-2A

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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0259-004-321

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60181
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RIFW20
5001
305375-003
305375-003
305375-003
305375-003

6149873
B-84951

427580474
540290421

EKR484WR
VLT 6002F

47-2635235

4201-001

Chair w/sidearms (Metal & Cloth)
Chair w/sidearms (Metal & Cloth, 2 seats)
Chair w/sidearms (Metal & Cloth, 2 seats)
Chair w/sidearms (Metal & Cloth, 2 seats)
Wheelchairs
Wheelchairs
Treadmill
Box Fan
Stool
Table (Wooden)
Table (Wooden)
Screen (Patient Privacy)
Table (Wood & Metal)
Table (Wood & Metal)
Bed
Case II Ett System
Garbage Can (Medium)
Dental Drills
Dental Drills
Dental Drills
Dental Drills
Dental Drills
Crash Cart
Physio-Control-Lifepak 7 Defibrillator
Box Fan
Am/Fm Radio/Recorder (Panasonic)
Data Recorder Addressograph
Telemetry
Telemetry
Telemetry
Telemetry
Ergometer (Monark)
Schwin Airdyne
Monack Stationary Bike (Schwin)
Row Machine
RCA Color TV 19"
RCA Vido Cassette Recorder
TV/VCR Cart
Garbage Can (Medium)
Scales (Delecto)
File Cabinet
File Cabinet
File Cabinet
Garbage Can (Medium)
Garbage Can (Medium)
Chair (Swivel w/rollers)
Chair (Swivel w/rollers)
Chair w/side arms
No listing
Bulletin Board (Small)
Chair w/side arm
Chair (Swivel, cloth)
Chair w/sidearms (leather/wood)
Computer Table
Computer Printer Stand
Computer Printer IBM

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

2	1109708		IBM Computer
3	50419500	4865	Diskette External Drive (3 1/2")
4	221425	20MBEIT	Cassette Drive (Smart Image)
5			Diskette File Holder
6	60386-554	DP5A-1111A	Digi Pad
7			Typewriter Stand
8		8000/T	Holter Analysis System
9		22-22	Reel to Reel Analysis TASCAM
0			Garbage Can
1			Bookshelf
2	804000236		FAX Machine
3			Garbage Can (Medium)
4	AB-0805		Copier (Sharp)
5			Copier Stand
6			Heavy Duty Stapler
7			Dry Board
8			Credenza
9			File Slot
0			3-hole Puncher
1			Label Maker
2			Secretarial Desk
3	5441		Electronic Typewriter IBM
4	1621654	P-128	Transcriber
5			Kopy-aid Stand
6	713388		Canon CP 10180
7			Garbage Can (Medium)
8			Dry Board (Medium)
9			File Cabinet
0	714455		Calculator (Canon)
1			Chair (Swivel, cloth)
2			Chair (Swivel, cloth)
3			Box Fan
4	A6TA0041B	AG-6300	VCR (Panasonic)
5	2543A02313		Ultrasound System
6			Bed
7			Garbage Can (Large)
8			Conference Table
9			Chair w/sidearms
0			Chair w/sidearms
1			Chair w/sidearms
2			Chair w/sidearms
3			Chair w/sidearms
4			Chair w/sidearms
5			Garbage Can (Medium)
6			Garbage Can (Medium)
7			Ladder (3 steps)
8			Cini Film Rack
9			Cini Film Rack
0			Projection Screen/Dry Board
1	421440136	FKR484WR	RCA Color TV 19"
2	E4TC00182	NV-8950	Video Cassette Recorder (Panasonic)
3			TV/VCR Stand
4			Index Card Holder (2 drawer)
5			Credenza
6			Bookshelf
7			Executive Chair

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

8			Garbage Can (Medium)
9			Executive Desk
0			Telephone
1	504406	LI-211-3	Phone (Lanier)
2	23827-2	IR-12R1	Viewer (Vanguard)
3			Coat Rack (Wall Mounted)
4			Stryker Stretcher
5			Stryker Stretcher
6	1424		Intra-Aortic Balloon Pump (Datascope System 90)
7	1197		Intra-Aortic Balloon Pump (Datascope System 90)
8	1199		Intra-Aortic Balloon Pump (Datascope System 90)
9			Lead Aprons (9)
0	184825P0	46-234-29161	Wideband Video Recorder (Apex)
1	5206	980-A-00	Angio Image Store (Matrix)
2			Dry Board
3			Densitometer
4			Bulletin Board (Cork)
5	201276		Trace Recorder (Honeywell)
0	499489	2400C19	Viewing Screen
6			X-Ray System w/monitors (GE LU)
7			Communication System
8	003922		Sensitometer
9			Vari-x Film Processor
1			Supply Cart
2	583	SP1445	Cardiac Profile Computer
3	1026	SP1445	Cardiac Profile Computer
4	0400P526J3	46-198076P20	Cath.Lab Table (GE)
5	0002675	802800-14	Physio-control Life pak 8
6			Crash Cart
7		311	Cart (3-shelf)
8			Scrub Table
9			Footstool
0			Contrast Media Warmer
1			Contrast Media Warmer
2			Garbage Can (Large)
3			Garbage Can (Large)
4			Kick Bucket
5			Kick Bucket
6			Kick Bucket
7			Stool w/rollers
8		5375	Temp Pacemaker (Medtronic)
9			Temp Pacemaker (Medtronic)
0			Pacing System Analyzer (Medtronic)
1	06904	5001	Addressograph
2	8607-0225	600001EN2	Angromat 6000
3			Telephone
4			Straight Hemostats (14)
5			Small Right Angles 1722495 (6)
6			Straight Mosquito (8)
7			Curved Mosquito (32)
8			5° needle holders (13)
9			Metz Scissors (5)
0			Short Metz (9)
1			Potts Smith Forceps (11)
2			Small Towel Clips (28)
3			DeBakey Tissue Forceps (6)

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Adson w/teeth (3)
*3 Knife Handles (13)
Aray/Navy Retractor (4)
Senn Rake Sharp (5)
Wheatlanders Retr. (3)
Sponge Forceps (11)
Med Basin (4)
Prep Basin (3)
Med Glass (10)
Large Towel Clips (8)
Suture Scissors (8)
Large Basins (24)
Mayo Scissors (2)
Straight Iris Scissors (2)
Curved Strabismus Scissors (1)
Long Collier forceps (2)
Drile Retractors (2)
Probe w/eye vein
Mixer (Small, rt. angle)
Cardionostics Holters (15)
Marquette (3)

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DEMENT-MERIDIAN 60-8596

PT. NUMBER: 675
 PT.: CENTRAL STERILE
 PT. NUMBER: 675

EM #	SERIAL #	MODEL #	DESCRIPTION
			Telephone
			Bar Stool
			Cabinet/Desk (Metal)
			Garbage Can (Rubbermaid)
			Coat Rack
			Bookcase (Wooden,5-shelve)
			Filing Cabinet (4-drawer,metal)
			Garbage Can (Metal)
	072486	M206400	Step-stool w/rollers
			Metal Stool
			Linen Cart (Metal,5-shelves)
			Packing Table (metal,2-shelf)
		7520	Washer
			Stainless Steel Table (2-shelf)
			Garbage Can (Metal)
			Washer Sterilizer
			Box Fan (Large)
			Stainless Steel Table (2-shelves)
			Stainless Steel Wrapping Table (Lg.)
			Wrapping Table (Wooden,2-shelves)
			Metal Stool
			Linen Cart (Stainless Steel,4-shelves)
			Garbage Can (Lg,metal)
			Stainless Steel Wrapping Table (3-shelves)
			Metal Cabinet (Open w/3 shelves)
	87306	55-JS	Suction Pump
	87302	55-JS	Suction Pump
	F2-3399	6000	Gomco Suction Machine
	2750	765-A	Gomco Drainage Pump
	E-43222	765-A	Gomco Drainage Pump
	T-2751	765-A	Gomco Drainage Pump
	F2-3396	6000	Gomco Suction Machine
	E-24728	765-A	Gomco Drainage Pump
	E-76378	765-A	Gomco Drainage Pump
			Large Box Fan
	E76379	765-A	Drainage Pump
	B46-385	05-2250	Sklar Suction Unit
	FL-4134	400	Gomco Sution Unit
	HI3269	400	Gomco Sution Unit
	HI-3270	400	Gomco Sution Unit
	AHBM08074	225-2531-800	Intermittent Suction Unit
	AHBC050224	2252531800	Intermittent Suction Unit
	AIK78228	TP200	Gaymar T/Pump
	FI-4199	400	Gomco Suction Unit
	AIK78237	TP200	Gaymar T/Pump
	AIJ60228	TP200	Gaymar T/Pump
	AIL50293	TP200	Gaymar T/Pump
	AIJ60174	TP200	Gaymar T/Pump
	7661204	052250	Sklar Suction Unit

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DEMENT-MERIDIAN 60-8596

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766808
77G1413
6161266
AIC98332
AIX78332
AID50057
AIJ60220
AIF78102
856424
70722
44400876
301527

052250
052250
100-65
TP200
TP200
TP200
TP200
TP200
52250
SMD-10V
001505
1130AF

3330

1256
1256

AIX7821B

TP200
TP200

ER 4010

Sklar Suction Unit
Sklar Suction Unit
SKlar Suction Compressor Unit
Gaymar T/Pump
Gaymar T/Pump
Gaymar T/Pump
Gaymar T/Pump
Gaymar T/Pump
Sklar Suction Unit
Barnstead Water Still
Biological Incubator
Biological Incubator-Dry
Stainless Steel Cooling Cart
Stainless Steel Cooling Rack (4-shelves)
Stainless Steel Cooling Cart w/wheels
Telephone (Wallmount)
Autoclave Cart
Steam Sterilizer
Castle Sterilizer
Gas Sterilizer-Aeritor
Autoclave Tape Dispenser
Autoclave Tape Dispenser
Autoclave Tape Dispenser
Labeler(Expiration Sticker)
Labeler(Expiration Sticker)
Autoclave Tape Dispenser
Garbage Can (Lg.Metal)
8 Unit Metal Locker
Chair (Metal/vinyl)
Chair (Metal/vinyl)
Secretary Chair
Garbage Can (Lg.Metal)
Work Table (Metal,2-shelves)
Linen Haaper (Metal w/cloth liner)
Night Stand(Wooden)
Telephone (Wallmount)
Bookcase (Metal,5 shelves)
Garbage Can (Lg.Metal)
Garbage Can (Lg.Metal)
Storage Shelf w/wheels (Wooden,5-shelves)
Gaymar T/Pump
Gaymar T/Pump
Stainless Steel Supply Cart w/wheels (3-shelves)
Chair (Metal w/vinyl)
Chair (Metal w/vinyl)
Executive Chair
Garbage Can w/lid (Medium,metal)
Garbage Can (Lg.Metal)
Storage Cabinet (6-drawer,metal)
Microwave (Goldstar)
Chair (Metal w/vinyl)
Secretary Chair (Wood w/vinyl)
Metal Folding Table
Metal Chair w/vinyl seat & back
Metal Chair w/vinyl seat & back
Secretary Chair (wood & vinyl)

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DEMENT-MERIDIAN 60-8596

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Secretary Chair (Metal & Vinyl)
Desk (Standard, Wooden)
Garbage Can (Sm. Metal)
Singer Portable Sewing Machine w/case
Dumbwaiter
& Unit Metal Locker
Garbage Can (Sm. Metal)
Suture Scissors (28)
Hemostats (21)
Mosquitos, Straight (25)
Wire Needle Holders (20)
Tissue Forceps w/teeth (21)
Stainless Steel Basins (67)
Medicine Glass (39)
Fenochetti w/4 blades (2)
Richardson Retractors (8)
Vanderbills (4)
Large Hemostats (6)
Kellys (14)
Rt. Angle Clamps, long (2)
Rt. Angle Clamps, Regular (2)
Metz Scissors (2)
Mayo Scissors (3)
Wire Scissors (6)
Tonsil Suctions (7)
Neuro Suctions (4)
Vascular Needle Holder (4)
Debaque Tissue Forceps (4)
#3 Knives (16)
#7 Knives (6)
Vascular Clamps (10)
Towel Clamps, small (26)
Sponge Stick (6)
Bayonette Ear Knives (2)
Bandage Scissors (1)
Tenotomy Scissors (1)
Oschners (2)
Allis (4)
C-Hemostat (11)
Ranquer (1)
Towel Clips, lg. (7)
Adson Tissue Forceps w/teeth (7)
Curved Mosquitos (15)
Metz Scissors (4)
Stevens Scissors, sm. curved (2)
Straight Hemostats (8)
Adson Tissue Forceps w/o teeth (5)
Medium Dropper Suctions (2)
Single Hooks (3)
Double Hooks (2)
Vaginal Speculum, Medium (19)
Sponge Forceps (21)
3" Knife Handles (5)
Trepelines (2)
#11 Knife (1)
Pederson Vaginal Speculum, med. (5)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Pederson Vaginal Speculum, Small (1)
 Ring Forcep (2)
 Dressing Forceps (2)
 Tube Clamps (13)
 Sm. Needle Holders (6)
 Lg. Needle Holders (2)
 Army Navy Retractors (4)
 Senn. Rate Retractors (16)
 Trousseau Dilator (2)
 Rt. Angle Clamp, short (4)
 Trach. Hooks (2)
 Brown Adson (4)
 Sharp Scissors (2)
 Blount Scissors (1)
 Manhattan (3)
 Fixation Forceps (1)
 .22 Forcep (1)
 Eye Speculum (1)
 Jansen Bayonett Nasal Forcep (2)
 C-Clamp (2)
 Nasal Speculum (2)
 Metal Applicators (8)
 Alligator Forceps (4)
 #7 Barron Suction (1)
 Bayonett (1)
 Folding Knives/Ear (2)
 Metal Ear Speculum (2)
 Currette (4)
 Biopsy Forcep (2)
 Single Tooth Tenaculum (2)
 Suction Currette (2)
 Curved Scissors (1)
 Sm. Skin Hook (1)
 Traction Bowls (17)
 Soma Clamps (2)
 Bone Marrow Needles (2)
 Gamco Thermanic Drainage Pump
 Gaymar T-Pump
 Skylar Suction Unit
 Skylar Suction Unit
 Gamco Suction Machine
 Gaymar T-Pump
 Gamco Suction Machine
 Intermittent Suction Unit
 Intermittent Suction Unit
 Intermittent Suction Unit

E-38444	765-A
J-60181	TP-200
7161544	115
7761698	052250
62-2038	6000
A1C30133	TP200
6A-7629	6000
AHBM20542	
AHBM21541	
AHBM21531	

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT: ICCU
PT. NUMBER: 641

EM #	SERIAL #	MODEL #	DESCRIPTION
	820-45E37		Hill-Roa Bed
	544	5000	Acme Lift Weight
	820-46353		Hill-Roa Bed
	AHBM08801		Wooden I-Ray Table
		622	Ohio Med. Int. Suction Unit
		622	Bedside Table
			Bedside Table
	820004963	1846	Gould Hemodynamic Transducer Holders (8)
	AHBM51693		Crituton Dynamap
	AHBM605268		Ohio Med. Int. Suction Unit
	90651-01	CO-12702	Ohio Med. Int. Suction Unit
	90651-01	CO12684	Portable Monitor w/printer & battery
		811	Portable Monitor w/printer & battery
	994000303		Ultrasonic Doppler flow Detector
	1073		Rechargers (3)
		SMT45	Gould Cardiac Output Computer
		811	Medical doppler
		841	Medical pocket-size Doppler (2)
			Chair (Plastic)
			IV Pole on rollers
	1197	RC4918X	Open/Close Chest Cart-Stocked
			Datascope System 90 IABP
			Hoyer Lift w/sting
			Metal Stand (7-shelves)
	00034456		Life Pac Physio Control Defibrillator
	044B71	2000	IVAC Thermometer c/recharger
	ALTBM25870		Intermittent Suction Unit
			Metal Cart (2-shelves)
		2616	Pencil Sharpner
			Stapler
			Flash Light
			ATT Telephone
			Calculator
			Rolodex
			Desk Calendar
	62535C08		Bedside Table
			Desk Chair (7)
			Stool w/rollers
			Chart Rack
			Form Holder (5 section) (2)
			Addressograph Machine
			Requisition Holder
			Care Plan Holder (Metal) (2)
			X-Ray View Box-8 sections
			Telephone
			Telephone
			Dictaphone
			Card Holder Rack
			Dr's tags/code color Holder

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DEMENT-MERIDIAN 60-8596

46-20687061
1479 90311

90321 1463
90332 1078
90334 1097
2446 1177
2654
90332 696
3236 3898
6051

2110 630

6339 13214
ER5036
30764

AHBH40980
AHCD08800
AHBM12100
62535023 630

B2046E34
9262
625-34

622-36P57
3214 9263
820A831897
9264 2214
AHBM08808
AHCE12370

Call System
Tape Dispenser
Telephone
Kardex
GE Telemetry Monitors
GE Printer-46
Alpha PC Telemetry Monitor
Alpha PC Telemetry Monitor
Alpha PC Telemetry Monitor
Printer Recorder
Telemetry Processor
Telemetry Processor
Printer/Recorder
Printer
Processor
Central Station Monitors
Central Station Monitors
Office Chair
Bedside Table
Multi-port Transceiver
Telephone
Sportsman Lantern
Alpha 9 Monitor
Microwave Oven (Goldstar)
Coffee Maker (Bunn)
Refrigerator (Kenmore)
Metal Wall System (7-shelves) (3)
3-seated Bench
Coffee Table
Chair Wood/vinyl)
Bench
Bedside Table
Metal Lockers (6)
Metal Lockers (8)
Chair
Chair (Vinyl)
Tape Dispenser
Bedside chairs (8)
Voided Number
Alpha 9 Monitor
Intermittent Suction Unit
Suction Unit
Intermittent Suction Unit
Hill-Rom Bedside Table
Hill-Rom Bedside Table
Hill-Rom Bed
Alpha 9 Monitor (2)
Hill-Rom Bedside Table
Lounge Chair (Vinyl)
Hill-Rom Bedside Table
Hill-Rom Bedside Table
Alpha 9 Monitor
Hill-Rom Bed
Alpha 9 Monitor
Intermittent Suction Unit
Suction Unit

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MINUTE BOOK No. 61, CITY OF OXFORD

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AHBM08055
AAHBM08078
AHBM09988
82045396
62535
9284 3214
62535024
82045E02
9285 630
3214
6253501
82045E61
62534693
6337 13214
82045E62
6336 13214
AHBM25896
AHBM01757
AHBM12061
5461 3601A
C11000379R 5375

2824

C-30

Suction Unit
Intermittent Suction Unit
Intermittent Suction Unit
Hillrom Bed
Bedside Table
Alpha 9 Bedside Monitor
Bedside Table
Hillrom Bed
Bedside Table
Chair
Alpha 9 Monitor
Bedside Table
Hillrom Bed
Bedside Table
Alpha 9 Monitor
Hillrom Bedside Table
Hill Rom Bed
Alpha 9 Monitor
Intermittent Suction Unit
Intermittent Suction Unit
Intermittent Suction Unit
Defibrillator
Erassible Board
Medtronic Temp Pacemaker
Ophthalmoscope
Opth Handle (2)
Stock Med Drug Cabinet
Stock Med Drug Cabinet
Marquette Telemetry Monitor
Garbage Cans (5)
This No. Voided
Garbage Cans (Rubbermaid) (2)
Garbage Cans (Metal) (14)
Garbage Can (Rubbermaid)
Desk (Metal)
File Cabinet (4-drawer, metal)
Metal Organizer (4-shelf)
Telephone
Desk Chair
3-hole puncher
Custom Stapler
Desk Dispenser
Desk Calendar
Hill Rom Bed

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

EPT: PURCHASING/STOREROOM

EPT. NUMBER 903

ITEM #	SERIAL #	MODEL #	DESCRIPTION
			Credenza (4-drawer, 2 cabinet)
			Desk (Standard, Wooden)
			Garbage Can (Medium, Rubbermaid)
			File Cabinet (Metal, 2-drawer)
			Desk Telephone
	704350	CP 10110	Calculator (Canon)
			Secretarial Chair (Swivel w/rollers)
			Straight Chair (Metal/Fabric, w/arms)
			Straight Chair (Metal/Fabric, w/arms)
			Table (Small, Wooden)
			Credenza
			Desk (Standard, Wooden)
			Garbage Can (Medium, Rubbermaid)
			File Cabinet (Metal, 2-drawer)
			Desk Telephone
	701005	CP10180	Calculator (Canon)
			Executive Chair
			Straight Chair w/arms (Metal & Fabric)
			Straight Chair w/arms (Metal & Fabric)
			Table (Small, Wooden)
			Tree Coat Rack (Stainless Steel)
			Chair (Metal & Fabric)
			Chair (Metal & Fabric)
			Desk (Standard, Wooden)
			Credenza
	200244	P104-D	Calculator (Canon)
			Desk Telephone
	6746-11-3066221		IBM Typewriter (Wheelwriter)
			Typewriter Table (Metal)
			Secretary Chair (Swivel, Metal/Fabric)
			Hide-A-Board Computer Stand
	63662	3791-41	Computer Display w/Keyboard (Decision Data)
			File Cabinet (Metal, 5-drawer)
			File Cabinet (Metal, 5-drawer)
			File Cabinet (Metal, 5-drawer)
			File Cabinet (Metal, 5-drawer)
			File Cabinet (Metal, 5-drawer)
			File Cabinet (Metal, 5-drawer)
			File Cabinet (Metal, 5-drawer)
			Computer Table w/Dropleaf for Keyboard
			Desk Telephone
	3705103	5151001	IBM PC Display
	02835025170	5170	IBM PC AT w/Keyboard
	8504374	DP-07	Datalogical Wand Scanner
			Secretarial Chair (Swivel, Metal/Fabric)
			Secretarial Chair (Swivel, Metal/Fabric)
			Secretarial Chair (Swivel, Metal/Fabric)
			Garbage Can (Medium, Rubbermaid)

199808 DC-1205
 820366
 075
 A508793 DS-180Plus
 KN00359

58764 3791-41
 205454 P104-D
 2E29546 P102-D

718

2823828-9
 744

252439 1250

Garbage Can (Medium,Rubbermaid)
 Garbage Can (Medium,Rubbermaid)
 Bookcase (5-shelf,wooden)
 Bookcase (5-shelf,wooden)
 Copy Machine (DeskTop,Mita)
 Copy Machine Storage Cabinet (Metal)
 Electric Portable Heater (1500 watts)
 Printer w/Paper Stand (DataSouth)
 MicroBuffer (Practical Peripherals)
 Printer Case w/storage & Fan
 Chair (Metal/Fabric)
 Chair (Metal/Fabric)
 Desk Telephone
 Desk Telephone
 Desk Telephone
 Computer Table
 Computer Display w/Keyboard (Decision Data)
 Calculator (Canon)
 Calculator (Canon)
 Desk (Standard,Wooden)
 Desk (Standard,Wooden)
 File Cabinet (Metal,5-drawer)
 File Cabinet (Metal,5-drawer)
 File Cabinet (Metal,5-drawer)
 Desk (Bedside,Wooden)
 Nightstand (Wooden)
 Garbage Can (Lg.Rubbermaid)
 Wall Coat Rack (Brass & Wood)
 Supply Cart (Stainless Steel)
 Hand Dollie
 Flat Bed Cart
 Flat Bed Cart
 Supply Cart (Stainless Steel)
 Garbage Can (Lg.Rubbermaid)
 Garbage Can (Lg.Rubbermaid)
 Garbage Can (Lg.Rubbermaid)
 Garbage Can (Lg.Rubbermaid)
 Garbage Can (Metal,Medium)
 StepStool (Metal)
 Ladder (3-step,rollers)
 Metal Dollie
 Supply Buckets (Plastic) (22)
 Supply cart (Stainless Steel)
 Secretary Chair (Metal/Fabric,Swivel)
 Secretary Chair (Metal/Fabric,Swivel)
 Secretary Chair (Metal/Fabric,Swivel)
 Secretary Chair (Metal/Fabric,Swivel)
 Desk (Bedside,Wooden)
 Desk (Standard,Metal)
 Work Table (4ft.Wooden)
 Desk Telephone
 Desk Telephone
 Bar Stool (Metal)
 Offset Printer (Multilith)
 File Cabinet (Metal,5-drawer)
 File Cabinet (Metal,5-drawer)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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070-4520

4520

18600

H-183

134539

425

003672-002

334552

425

425

425

XL-20

03150

5001

704351

P-21-D

CP1011D

Triumph Cutter
 Bookcase (5-Shelf)
 Bookcase (5-Shelf)
 Garbage Can (Lg. Rubbermaid)
 Wooden Dresser (6-drawer)
 Tree Coatrack (Stainless Steel)
 Supply Cart (Rubbermaid)
 Desk Telephone
 Bookcase (Metal, 4-shelf)
 Supply cart (Stainless Steel)
 Barrell Roller
 Garbage Can (Rubbermaid)
 WallClock
 Packing Tape Dispenser
 Secretary Chair (Metal/Fabric)
 Pallet Jack (4500 lb. cap.)
 Patient Bed w/mattress (HillRom)
 Secretary Chair w/arms (Fabric/Vinyl)
 Desk (Metal)
 Incubator Cart (Stainless Steel)
 Stainless Steel Simmons Baby Crib w/mattress
 Labor & Delivery Bed (Stainless Steel)
 Straight HiBack Chair w/arms (Wood/Vinyl)
 Patient Bed w/Mattress
 Patient Bed w/Mattress
 Patient Bed w/Mattress
 Camp Lantern w/Battery
 Desk Lamp (1 bulb)
 Desk Lamp (2 bulb)
 Microfish Reader
 Framed Picture (18 x 24)
 Framed Picture (18 x 24)
 Framed Picture (18 x 24)
 Addressograph (Data Recorder)
 Window Airconditioner
 Calculator (Canon)
 Calculator (Canon)

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EPT: RADIOLOGY
EPT. NUMBER:721

ITEM #	SERIAL #	MODEL #	DESCRIPTION
			Desk Phones (13)
			Wall Phones (20)
			Metal Desk
			File Cabinet (Metal)
			Xerox 125 System
			Metal swivel side ara
			Bookcase (Wooden)
			Bulletin Boards (2)
			Desk Chair
0			Mirror
1			Lamp
2			Clock
3			Small Lamp Table
4			Chairs (Metal/vinyl,sidearms) (12)
5			Quartz Clocks (2)
6	30367283	3402	Ready Box Body Temp Media Foraa Scientific
7	30504379	3402	Ready Box Body Temp Media Foraa Scientific
8	30611553	3402	Ready Box Body Temp Media Foraa Scientific
9			No listing
0	DUK0034348C	4000AB	Bocking Device
1			M7 Kodak Processor
2		DF16	Windmer Fan
3			Air Conditioner 1600 BTU
4			Straight Chair (Metal,vinyl)
5			High back stools (4)
6			Deluxe Highback CT Chair
7			Goose neck lamp
8			Garbage Cans (large,plastic) (7)
9			Garbage Cans (Sm,aetal) (29)
0			No listing
1		M3030	Linen Barrel w/dolly
2			Mayo Stands (4)
3			Picker International B/data bank
4			Bedside Tables (6)
5			Crash Carts (2)
6			IV Pole
7			2400 Tapes (50)
8			File Cabinet (Metal,5 shelves)
9			Step Stools w/hand rail (3)
0			Wall Suction Set-ups (3)
1			D/2 Portian Pressure Gage
2			B/P Kit Stethoscope
3			Metal Table 24x32
4			Garbage Can (Sm,Plastic)
5			Chairs w/side arms (2)
6			Metal Coat Racks (2)
7			Book shelf w/doors
8			Book Shelf w/6 shelves
9			Metal Desks (2)

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J4HL00074	NV8950	Executive Chair (Swivel w/rollers) VCR (Panasonic) File Cabinets (metal, 2-drawer) Bank (View Box) GE Small Metal Table Metal Table Metal Cabinet (4 shelves)
0546587	21308	Eureka Mighty Mite
251409114	2500	Dictaphone Desk/typewriter stand Electric Clock
540823	P95	Lanier Dictating Equipment
M42411316	AP86	Disk drive (Canon)
84FFP		Power Stabilizer Mini micro computer regulator
C42002676	AP550	Typewriter File Cabinet (Metal, 4-drawer) File Cabinet (Metal, 5-drawer) Secretary Chair (Metal w/rollers) Coat Racks (Wooden) (2) Chair w/side arms 6/databanks G.E. View boxes (6) 4/databanks S/E/ View Boxes (2)
	TR80	Color Monitor (RadioShack TR80)
	188	Hot light metal
6JC5H067201	KIT1235D	Automatic Phone (Panasonic) Straight Chairs (Metal) (2) Patient Table Tray Pigg A Stat Cassette Holder
A074417	470	Cascade Run off Table Step Stools (Metal) (2) TV Monitor Lead Apron Racks (2) Lead Aprons (9) Thomas CBR Sextant 90 Table Image Intensifier
782188	2080723601	FJuro Tower Thomas CBR
R586	P60GRETD	T.V. Monitor Precise Optics
7911254	2080648601	Cabinet-Power (Septor)
0084	P5103-0	Transformer (Septor)
782245	7268969602	Generator (Septor)
722245	2081325601	Upright Chest Bucky (Septor)
782110	2080809602	Tube stand CCR
11610	L.187.70	Cylinder Control Panel (Septor) Walker Al. Tech Mobile (Picher) Hitchi Wheelchairs (6) Free Standing Blood Pressure Machine Commode Chair
PC11233308	C11231308	IBM Typewriter
280101146		Calculator (Canon)
701527	CP1000BD	Secretary Chair w/rollers Secretary Chair w/rollers Metal File Cabinet (8-drawers) Metal File Cabinet (6-drawers)

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DEMENT-MERIDIAN 60-8596

T2717BJD	BA2P	Simplex Stamp Timer
04311	5001	Imprinter (Card)
26-3015464	Selectric II	IBM Typewriter
		Non Typewriter Table
		Framed Picture
		Portable Commode
		Metal Table, Small
		Electric Clock
		Half apron (Maternity)
77312	2081202603	I-Ray Tube
216RAP1A1A1351	BAP	Urrological Table
042608703	7815-1	Intensity Control
10577007	1010011	Control Panel
		Lead Gloves (3 pair)
		Gonad Shield
		Straight Chairs (4)
816739	820	Intercom Radio
		Coat hanger w/umbrella Stand
14SUL-4019	Mark IV	Mark IV Medrod Injector
4076	HTSUL	Mark IV Medrod Injector
2218C2A-1471	F200C	Sybron Bubel-Florsheia (Franklin Film Changer)
		Bookshelf (Wooden, 5-shelves)
33797	ABE800	Perforator (Dater)
		Seth Thomas Electric Clock
		Kodak 90Sec. Processor M6AM
		Kodak 90Sec. Processor M6AM
		Employee Lockers (12)
		Pass Boxes (3)
		Silver Recovery Unit
		Lab Duplicator-Subtractor
		White film Ben Bar-ray
		Black Film bend bar-ray
		Metal stool w/rollers
		SPI General Electric #2
164771WK8	46194860E13	Table Bucky
25277	1051	I-Ray Tube
21122EC7/20429292TU	46/155400648	Tube Housing
162019WK4	4616915061	Chest Bucky
28058	105-1	Chest Rack
1690	46162743P1	Tomo Unit
165465WK8	4614899052	Fluoro Unit Tower
164420WK1	4619485062	Image Int.
162428WK7	4618408061	TV Monitor
149711WK4	4624046161	Foot Board
164069WK7	4621633861	Control Panel
149116WK6	4625053851	Tube Stand
162584WK7	46169150E60	TV Monitor Holder
TLX-1363	46240495P1	Metal Desk
		Stool (Swivel)
		Chair w/arms
		File Cabinet
		Secretary Chair
		Sel Warmer
		Metal Shelves (2)
B5119516	52	DRF400 Diasonics
BR6400U	10711321	VCR

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SV-01973	1000	Ultra Sound Midview
30933		Video Teager-Matrix
		Chair w/arms
125072	TC1910A	TV Monitor Control Room
653	BCH201A	BCH 201A
21538	NV	Medrod Mark V
17060 1MK9	4522230163	GE Comp Monitor
142731MK9	3623864161	GE Video Monitor
701465300		GE Key Board
8600162	C-208	Bogan Amplifier
8600198	C208	Bogan Amplifier
23672	05205	Prima II
2278650		Hon Chair Swivel Chairs (2)
2238650		Hon Chair Swivel Chairs (2)
160754MK8	46186530615	MPI GE OSA Overhead
163454MK2	46186530616	GE MPI Gen. (Lat)
25097RE7	4623907065	GE Camera
29704	0061016F6AR00C	Air Conditioner (29,000 BTU)
900	2537	Stretcher Wheel
		Stretcher Wheel
		Stretcher Wheel (ER)
		34 Steel Filing Shelves
		View Box, 1 Panel
		Video Sentinel System Monitor
		Control Panel Radiation Therapy
		Stretcher (Cobalt)
		Metal Desk
		File Cabinet (Metal)
		File Cabinet (8-drawer)
		Picker V 4m 50 Cobalt Therapy
		3-8 Place Table
		Cameron
		Oval Mirror
		Pris-Alert
399800639		Xerox 125 Conditioner
Y398501988		Xerox 125
S303757	91C44	TV (Hallmark)
		VCR (RCA)
Y17704	637106	Xerox Collimeter
296325H	M-390	Tube
	SR05000129	Tube Stand
Y17037	636256	Control Panel
YR06000-129		Stand
Y17087A	805006	Generator
		Paper Cutter
		Bullentin Board
		TV Table
		Brass Lamp
		Glass Top End Table
		Quick Pass Panel System
		Framed Pictures (2)
		Clock
		Picture w/instructions
182960TU7		GE X-Ray insert
		GE X-Ray Tube

MINUTE BOOK No. 61, CITY OF OXFORD

EMENT MERIDIAN 60-8596

164734MK6
 16735MK3
 163971MK8
 1048
 10570
 3183.
 370
 16836MK1
 TLK1242
 6306
 0038801764
 003722340
 207315P6
 04ESP52617
 157935WKB
 159471MK2
 1634487MK0
 023765
 063645
 1445
 103515
 023395
 021955
 1882A
 019715
 024389
 08230
 088035
 23345EC4

4624046162
 4624046162
 4621977061
 RPU
 H55U
 339
 502
 4619785661
 462337710P
 H5600
 4619360094
 46198076P40
 462347456
 46198076
 4621946762
 4619782161
 46233911C1
 9023235625
 90232276025
 65202906025
 65202906025E
 67680306025E
 67680306025E
 67680556025
 67680556025E
 61112156025
 61112156025
 461815006E

1655
 161587MK1
 27644
 1625E53
 1685-ES7
 227399TU3
 20783EA7
 164039MK0
 TLK1374
 13641EC6
 183655TU6
 180150MK5
 29350

46917600
 46186530615
 46-915194E20
 46917524
 461553318633
 46155400E48
 4624046162
 46240485P1
 46155400E48
 46155318633
 46159150E1
 105-1

GE I-Ray Insert
 6e LUA
 Tables, 2 shelves (2)
 Cart, 3 shelves (3)
 Apron Stand w/rollers
 Thyroid Shield
 Lead Gloves
 Monitor
 Printer
 BCM Programmer
 GE Monitor
 GE Fluoro
 GE Digital Readout
 Medrad Injector Mark V
 Medrad Injector Mark V
 Leg Stnad
 BCM GE Tube Housing
 GE A-Ray Shield
 GE I-Ray Arm
 BCM Table
 Table Handle
 Step Top Programmer
 Step Top Programmer
 Omega Table (Support)
 BCM Remote Control Panel
 BCM Shutter Control
 DE 4000
 Puck AP S.E.
 Puck AP S.E.
 Lat. Du Magazine
 D4
 PA Magazine
 PA Magazine
 Electric Clock
 Rec (PA)
 Rec. (PA)
 Rec (Lat)
 Rec (Lat)
 GE I-Ray Tube (Lat)
 Refrigerator (Kenmore) 4.8 cubic ft.
 Blender
 Remote Flo-control
 Brat Boards (2)
 Control Panel A
 Control Panel B
 TV Monitor (In control Room)
 Table (Up & Down) Box-Table
 Housing for Fluoro
 I-Ray Tube over Table
 I-ray Tube over Table
 TV Monitor
 TV Monitor Holder
 I-Ray Tube
 I-Ray Tube
 I-Ray Tube Housing
 Chest Stand Bucky

MINUTE BOOK No. 61, CITY OF OXFORD

1655

46182743P1

Chest Stand unit

DEMENT-MERIDIAN 60-8596

16238WK8
161103WK7

CAT870
4618410261
46182770619
322028
DS
4618286667
4624048361

226BX2Y1276
158197WK4
161119WK3

E-Z-EM Remote Pto control
Circuit Panel Box #1
Circuit Panel Box MPI 100 #2
Speaker (Realistic)
Program Selector
X-Ray Tube Holder
Circuit Panel Box #3

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT: RESPIRATORY THERAPY
PT. NUMBER 736

EM #	SERIAL #	MODEL #	DESCRIPTION
			Desk (Wooden)
			Telephone
			Calculator (Canon)
			Chair (Swivel)
			Chair
			Credenza
			Filing Cabinet (4-drawer)
			Lamp
			Chair w/arms
			Metal Desk w/typewriter arm
			Roladex
			Typewriter (Selectric II)
			Telephone (WallMount)
			Wheelchair
			Chair (Swivel)
	1233-0195	SRL 1000IV	Pulmonary Function Machine w/access.
			Desk
		Franklin ACE 1000	68K Computer & Printer
			Filing Cabinet (4-drawer)
			Desk
			Bed (Manual Crank)
	129B	Aridyne 3500	AirCompressor
			Chair w/arms
			Cabinet (Metal, 3-shelves)
			Conference Table (4'x8')
			Chair
			Chair
			Chair (Swivel)
			Chair (Swivel)
			Telephone
			Paperwork Holder (12 Compartments, metal)
			16 leaflet Kardex (3)
			32 leaflet Kardex
			Card File Box
			In/Out Box
			100-liter wright Respirometer w/rubber holder
			100-liter wright Respirometer w/rubber holder
			Filing Cabinet (4-drawer)
	V8812866		Respiradyne II w/Printer
			Locker Unit (6 compartments)
			Locker Unit (6 compartments)
			Garbage Can (Small, metal)
			Garbage Can (Small, metal)
			Pedestal Table (36" Square)
			Pedestal Table (28" Sq.)
			Chair (Swivel)
			Chair
			Chair w/adjust
			Lounge Chair (Sas!!)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

AECFO1165		Croup Tent
AECFO1171		Croup Tent
AECA00951		Croup Tent
AECE00513		Croup Tent
AECE00561		Croup Tent
	3000	AirCompressor
		AirCompressor
		No Item Listed
	Burdick EX-6	EKS Machine-3 Channel
9794	Bwdick E310	EKG Machine w/copy button(3 Channel)
1341	Bwdick 670	EKG Machine (3 Channel)
6056	Bwdick E670	EKG Machine (3 Channel)
	EN143A	Ultrasonic Nebulizer
	EN143A	Ultrasonic Nebulizer
3536	9250	Downs Flow Generator
		Downs Flow Generator
		Water Colum
		Water Colum
	Insoiran 9300	Vaporphase Plus Humidifier w/probe
	Inspiran 9300	Vaporphase Plus Humidifier w/probe
491239	Birdmark	IPPB Machine w/stands
6371051	Birdmark	IPPB Machine w/stands
6270488	Birdmark	IPPB Machine w/stands
6371705	Birdmark	IPPB Machine w/stands
		Refrigerator (Small)
		Garbage Can (Covered/on wheels)
		Storage Unit (5-shelves,metal)
		Storage Units (7-Shelves,Metal) (3)
		Metal Table
		Toolchest (6-drawer)
	PMR II Adult	Resuscitators (8)
	PMR II Child	Resuscitators (4)
	Laerdal Adult	Resuscitators (30)
	Laerdal Child	Resuscitators (10)
	Laerdal Infant	Resuscitators (5)
2152	52611	Pasteumatic Washer
2258		Pasteumatic Pasteurizer
		Sterile Dryer
New Style		Flowmeters (Oxygen) (12)
New Style		Flowmeters (Air) (5)
Old Style		Flowmeters (Oxygen) (14)
		Flowmeters (Oxygen) (21)
		Flowmeters (Oxygen) (17)
		Flowmeters (Air) (4)
		Flowmeters (Oxygen) (28)
		NCG Flowmeters (5)
	RE-134	Apnea Monitor
		File Cabinets (4-drawer) (7)
		File Cabinets (5-drawers) (3)
		Desk (Metal)
		Desk Light
		File Units (2-drawer) (6)
		Chair (Swivel)
		Chair
		Bed (HandCrank)
		Chair(Swivel)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60 8596

6	89R06M14	OSM3	Hemoximeter w/Printer
7	805289190	Stat Profile 5	ABG/Lytes/Glucose/Hct Analyzer w/Ticket Printer
8			Stool
9	R10M11	ABC 4	ABG/K Analyzer w/Ticket Printer
0	2424E	BP200	Infant Ventilator
2		Concha 3	Conchatherm Humidifiers (3)
3	9300		Vaporphase Humidifiers (3)
4		MEOS 2500	Pneumatic Percussors (2)
5			E-cylinder Regulators (14)
6			Blender (Air/oxygen mixer)
7			Blenders (Air/Oxygen mixer) (3)
8	6497		Adult Ventilator
9	1159		Adult Ventilator
0	48626L	MA-1	Adult Ventilator w/demand valve
1	48369L	Ma-1	Adult Ventilator w/demand valve
2	8645122	PB7200	Adult Ventilator
3	8849194	PB7200	Adult Ventilator
4			Oxygen Analyzers (2)
5			Oxygen Analyzer
6			Oxygen Analyzer w/Alarms
7			Volume Monitors (3)
8			Low Pressure Alarms (2)
9			NIP Monitor
0			Telephone
1			Rotary Phone

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

 DEPT. SURGERY
 DEPT. NUMBER 660

ITEM #	SERIAL #	MODEL #	DESCRIPTION
			Major Instrument Sets (7)
			Minor Instrument Sets (6)
			Gut Clamps (2)
			Long Extra (3)
			Gallbladder (2)
			D & C Sets (3)
			Laparscopy Sets (2)
			Lasar Irrigation (2)
			Hysterectomy Sets (3)
			Kidney (1)
			Small Kidney (1)
			Pediatric Kidney (1)
			Plastic Sets (3)
			Rhinoplasty (1)
			Sinus (1)
			Myringotomy (2)
			T & A's (2)
			Facial Fx. (1)
			Trach (1)
			Head & Neck (1)
			Face Lift (1)
			Tympanoplasty (1)
			Sinuscopy (1)
			CV Basis (3)
			CV Specialty (3)
			CV Delicate (3)
			Pump Trays (2)
			Mills Endarterectomy Set (1)
			Cannon Vascular Set (1)
			Valve Tray (2)
			CV Sharp (1)
			Pacemaker (1)
			Aortic Graft (2)
			Chest tray (2)
			Dental Instrument Tray (1)
			Syn Retractor (1)
			O'Connor-O'Sullivan Ret'r (2)
			Upper Hand (1)
			Gomez Ret't (1)
			Hill Ret'r (1)
			Mammary Ret'r (1)
			Sternal Saw (2)
			Finocchetti Ret'r (2)
			Sternal Ret'r (2)
			John Shea (1)
			Jordan Day (1)
			Brown Derastone (1)
			Derea Mesher (1)
			Zimmer Brown Derastone (1)

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DFMENT-MERIDIAN 60-8596

Reese Deratone (1)
 Eyedropper Suction (2)
 Tonsil Suction (2)
 Poole Suction (4)
 Andrew's Suction (5)
 Glass Syringes 3cc (14)
 Glass Syringes 3cc
 Glass Syringes 10cc (5)
 Glass Syringes 20cc (3)
 Glass syringes 30cc (6)
 Glass Syringes 50cc (2)
 Adsons w/teeth (9)
 Brown Adson (2)
 Babcock (3)
 Long Allis (5)
 Allis (9)
 Currettes (5)
 Suction Currettes (2)
 Debakeys (5)
 Long Debakeys (2)
 Curved Allis (1)
 Gut Clamps (0)
 Green Retractor (4)
 Hemostats (12)
 Mosquito Hemostats (9)
 Lahey (23)
 Angled #3 Knife Handle (1)
 #7 Knife Handle (28)
 #3 Knife Handles (2)
 Long Needle Holder (6)
 Needle Holder (5)
 Nerve Hook (4)
 Ochners (9)
 Curved Ochners (6)
 Probe & Groove Directors (3)
 Penningtons (5)
 Right Angle (3)
 Long Rt. Angle (8)
 Russian Tissue Forceps ,long (3)
 Russian Tissue Forceps. med. (45)
 Russian Tissue Forceps,short (1)
 Senn Retractor (5)
 Thyroid Retractor (2)
 Vein Retractor (2)
 Tissue Forceps w/teeth,long (2)
 Tissue Forceps w/teeth,reg. (8)
 Smooth Tissue Forceps, long (4)
 Smooth Tissue Forceps. regular (3)
 Favel Clips (3)
 Vasectomy Clamp (1)
 Metzenbala Scissors, regular (10)
 Mayo Scissors,curved (11)
 Mayo Scissors, straight (9)
 Mayo Scissors,straight (Short)
 Long Metz (5)
 Long Mayo,curved (1)

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DEMENT-MERIDIAN 60-8596

Sharp Rakes (11)
 Blunt Rakes (7)
 Army/Navy Retractors (3)
 Ribbon Retr. (5)
 Herrington Retr. (1)
 Abdominal Retr. (1)
 Scapular Retr. (1)
 Wide Deaver Retr. (3)
 Rt. angle Richardson (2)
 Large Richardson (1)
 Richardson Retractor, small (4)
 Double ended Richardson, small (2)
 Narrow deaver (2)
 Baby Gelpi (4)
 Gelpi (8)
 Self retaining rectal speculum (3)
 Ferguson Retractor (1)
 Stopcock (1)
 Thiable (6)
 catheter forceps (1)
 File (1)
 Cholangiograph forceps (2)
 Beaver Handle, long (1)
 Muscle biopsy forcep (2)
 Curved Waney needle holder (2)
 Waney needle holder (2)
 Sponge Forcep (2)
 Sponge Forcep, short (1)
 Sponge forceps, curved (76)
 Sponge Forcep, curved, long (2)
 Mertz Clamp (1)
 Sleaner clamp (1 pr.)
 Cervical Biopsy Forcep
 Uterine Atraumatic Forceps (1)
 Desartel Clamp (1)
 Gut Clamp (1)
 Payer Clamp (4)
 Payer clamp-lg. (2)
 EEA Suture Passer
 EEA Sizers (ea)
 Bear Claw Forcep (1)
 Breast Probe (1)
 Weitlander (lg. jointed) (2)
 Weitlander (short) (4)
 Vein Strippers (2)
 Vanderbilt (7)
 Suction Trocar (1)
 Gallbladder Suction Tip (1)
 Medicine Glass (8)
 Short deaver (3)
 Lip Retractor
 Cheek Retractor
 Tongue Retractor (6)
 Freer (7)
 Bent Freer (5)
 Hockey stick

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Woodson (1)
 1-2 (Burnett) (1)
 Nasal Septal Displacer (1)
 Mallet, small (1)
 Chesil
 Rat-tail rasp (1)
 Bayonett Forceps (7)
 Dental Syringes (2)
 Nasal set (1)
 Asche forcep (1)
 Jansen-Middleton (2)
 Universal handle-4 biospy (1)
 Bent needleholder (1)
 Vienna Nasal Speculum (6)
 Coddle (4)
 Curved Vienna (1)
 Glabella (1)
 Vulva Retractor (2)
 Tongue Retrator (3)
 Heart shaped retractor (1)
 Lip Retractor (1)
 C-clamps (15)
 Metal Trach Tube #6 (1)
 Metal Trach Tube #7 (1)
 Metal Trach Tube #3 (3)
 Metal Trach Tube #2 (1)
 Gauge wire, spool #18 (9)
 Gauge wire, spool #26(2)
 Gauge wire, spool #30 (1)
 Gauge Wire spool #20 (3)
 Gauge wire, spool #22 (2)
 Gauge wire, spool #24 (2)
 Gauge wire, spool #25 (2)
 Silt, spool #3 (1)
 4-0 teudek, spool (1)
 5-0 Teudek, spool (1)
 Arch bar (4)
 Tonsil snare (2)
 ruler (3)
 beaver handle (2)
 Sharpening stone (3)
 supramid (1)
 5 Tympanoplasty instrument tray (1)
 Trocar (1)
 Currettes (23)
 Tympanoplasty Block (1)
 Sinus Forceps (3)
 Wire Cutter (6)
 Head block (1)
 Wire plier (1)
 Ear Suction (6)
 Scissors (5)
 Suction tip, neuro #12 (1)
 Suction Tip, neuro #10 (2)
 Suction tip, neuro #7 (2)
 Suction tip, neuro #8 (1)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Suction tip, neuro #3 (1)

Suction tip, neuro #5 (4)

Small single hook (4)

Long Single hook (1)

Small double hook (3)

Large double hook (4)

Double ball hook (1)

Double Hook,arge,dull (1)

Self retaining mouth gag (4)

Loveseat

Garbage Can

Beeper Charger

Beeper

Beeper

Beeper Charger

Beeper

Beeper Charger

Lamp

Loveseat

Couch

Battery Lamp

End Table

End Table

Framed Picture

Framed Picture

Garbage Can

Coffee Maker

Refrigerator

Coat Rack

Box plug extension cord

Bench

Garbage Can

Garbage Can

Half lockers (11)

Quarter Lockers (30)

Lamp

TV (Magnovox)

End Table

Couch

Telephone

Framed Picture

Framed Picture

Chair

Garbage Can

Diffie Pot

Chair

Chair

Table

Telephone

Framed Picture

Half Lockers (27)

Linen Hamper

Rack

Bench

Bench

Garbage Can

50207719

SR1282-4

59007090

KHTC87PE01

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8396

504412	LX2113	File Rack
507238	4X2113	File Rack
		Dictaphone (Lanier)
		Dictaphone (Lanier)
		Garbage Can
		Rolling Chair
		Rolling Chair
		Garbage Can
		Telephone (Wallmount)
CO29250	9060211	Transport monitor
3661	956012	OEC Orthopedic Table
1608		Olympic Vac-pac
1608		Olympic Vac-pac
		Linen Cart
		Linen Cart Cover
		Super Shelf
		Blue Plastic Tray
		Tray
		Child Cast Table
		Black Roll
2ACAC7	MC1000	Cryomedics
		Cameron-Miller
	46	Castle Surgery Lamp
	QPM1-1	Zeiss
	QMPI-6S	Carl Zeiss
		Cart
		Adult PMR-2 Manual Resuscitator
WF752574	PH234	Mentor Wet-field Coagulator
		Phaco Stamper w/pad
		Cataract Stamper w/pad
	5090	Vitrector Unit
		Cabinet
	2010	Stryker Electro-surgical Unit
	1307A	Stryker Electro-foot switch
		Stryker Electro Case
32765	HM35B	Magnet Unit w/case
	8317	Stainless Steel Tray
		Shelf
		Shelf
		Cabinet
606	IV	Shea Surgical Drill System
510046	LS1000	Power Aspirator
		Prep Table
		Dental Porta-Dec
		Long foot stool
		Small tray
		Large Tray
		Ray-vac Flashlight
1158		Tonometer
		Stainless Steel Cup
		Large tray
		DMS Trays (3)
		DMS Vitrector Unit (1)
		DMS Unit (2)
		Wet Field Cards (2)
		Slit Knife (2 boxes)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Cataract Forceps

Sill Knife (6)
 Needle Holder (2)
 Lester Lens Manipulator (2)
 Westcott Scissors (2)
 Bonn. 0.12mm Forceps (2)
 Trout Castro Corn. Scissor, rt. (3)
 Jeweler Forceps (2)
 Del. .22 forceps (1)
 Lid Retractor (1)
 Fine Stitch Scissors, mini (4)
 Iris Hook, blunt (2)
 Cornl Fix Forceps boxes .12a
 Lens Loop (1)
 Malleable Spatula (1)
 Spatula Iris (2)
 Corneal Scissors, lt. (4)
 Speculum (2)
 Castry Tip (1)
 Deweaker Scissors (2)
 Lens Loop (2)
 2-way Air Bubble Removal (1)
 Capsule Polisher (4)
 Cannula Hook (2)
 Cannula Anterior End Opener (6)
 Cataract Trays (6)
 Muscle Eye Tray (1)
 Manhattan Forceps (1)
 Bonn .12 forceps (1)
 OMS Plastic Tray (2)
 Towels Clip (3)
 Scissors (5)
 Spatula (6)
 Retractor (2)
 Len Loops (2)
 Knife Handles (5)
 Basin (1)
 Hemostats (2)
 Forceps (10)
 Eye Speculums (10)
 Probe (1)
 Chalazion Clip (2)
 Chalazion Curette (2)
 Microscope Covers (30)
 Cord Cautery (4)
 Tip Cautery (7)
 Medicine Glass (5)
 Irrigation Bottles (2)
 Suction tip (1)
 Calipers & ruler (1)
 Stryker Saw (1)
 Detached Retina Set (1)
 Cryo Cords (3)
 Corneal Transplant Set (1)
 Enucleation Set (1)
 Keratotomy Set (1)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

		Vitrector Unit (1)
		OMS Bipolar Diathermy Cord (1)
		Cannula Ionule (12)
		Cannula Hooked,rt. (3)
		Cannula Air (6)
		Cannula Side opener (5)
		Cannula Anterior,bracken (1)
		Eye Basin Set (2)
		Eye Prep Set (12)
		Eye Implant Set (2)
		Dacryo & Lid Set (1)
		Rolling Stool
		Stool,tall
		Rolling Stool w/2 shelves
		Rolling 9x(forceps) holder
627099		Olympus Leakage Tester
64127		Plastic Clear Container (2)
85055	3393951	MicroLaryngoscopy & Bronchoscopy Cart
		Endoscope Suitcases (10)
52061		Endoscopy Rolling Cart
	CLV-10	Olympus Light Source
	CLE-10	Olympus Light Source
	PSD-2	Stainless Steel Rolling Table
	HPV	Olympus Electro-surgical unit
		Olympus Heater Probe Unit
		Plastic Tray w/handle
		Clock
	225-2531-900	Intermittent Suction Unit
		Rolling Suction Canisters holder (2)
		Metal Cabinet
		Biospy Forcep holders (2)
		Endoscope rack (3)
1285255	56D1001	Savary-Gilliard Dilators
2801495	SIFP020	Pediatric Gastroscope
2610885	G1F2T10	Heater Probe Gastroscope
2636850	G1F1Q1D	Adult Gastroscope
1820123	IT20	Flexible Bronchoscope
2400264	BFP10	Flexible Bronchoscope
1852	810806	Pilling Light Source
		Metal Cabinet w/4-shelves
	84017B	Polaroid Instant Endocamera
	LS10LS2	Endoscope Teaching Lens
19-99-747	SM25	Olympus Instant Camera
		Yellow Bins (10)
10030701	5150	Wilson-Cook Esophageal Prosthesis Set
		Orlitation Monitor Kit
		Maloney Dilators
		Sigmoidoscope Case
		Plastin Bin
	2827	Garbage Can
		Small Shelf,8-slots
		Wall cabinets w/2 shelves & 2 drawers
		Anuscope Case
		Large Chuck
		Small Chuck
		Safety Strap

MINUTE BOOK No. 61, CITY OF OXFORD

Anesthesia Machine

DEMENT-MERIDIAN 60-8596

AHBM25982	USM1	Monitor
AHBM03352	6500	Mona Thera
AHB605275		Vacuum Regulator
		Vacuum Regulator
		Vacuum Regulator
		Extension Cord
		Suction Canister Stand
		Table
		Cart
10003198021C		Pulse Oximeter
B457207		Dinacap
		Phaco Unit
	I-Y2	Microscope
		Garbage Can
		Cabinet w/6 shelves
		Metal Boat
		Metal Lid
		Cabinet w/6 shelves
		Suture Box Units (8)
		Cabinet w/6 shelves
		Suture Box Unit
		Cabinet-20 drawers
		Small Yellow Tray
		Lantern
		Lantern Battery
		Single Ring Stand
		Single Ring Stand
		Double Ring Stand
		IV Pole
		IV Pole
		IV Pole
		Mayo Stand
		Mayo Stand
		Mayo Stand
		Mayo Stand
		Mayo Stand
		Mayo Stand
		Single Ring Stand
		Sitting Stool
		Sitting Stool
		Sitting Stool
		Prep Stool
		Garbage Pail
		Kick Bucket
		Kick Bucket
		Bucket Stand
		Bucket Stand
		Valley Lab Stand
F61		Valley Lab Unit
		OR Table Head Rest
		OR Table
		OR Table Ara Board
		OR Table Ara Board
		Sand Bag
		Back Table

MINUTE BOOK No. 61, CITY OF OXFORD

DCMENT-MERIDIAN 60-8896

33	P7H125A		Foot Stool
34			Stat Crit
35	9103-238	6000	Lantern
36			Temp Monitor
37			Drawer Cabinet
38			Wooden Cabinet
39			Wooden Bins
40			Anesthesia Cabinet
41			Metal Shelves
42			Metal Shelves
43			Garbage Can
44			Garbage Can, large
45			Anesthesia Cart
46			Anesthesia Cart
47			Anesthesia Cart
48			Anesthesia Cart
49			Metal Shelves
50			Pressure Bag
51			Pressure Bag
52		2640	Linen Can
53		2640	Linen Can
54			Metal Garbage Can
55			Scooper (Sweeper)
56			Specimen Table
57			Metal Shelving
58			Metal Table
59			DR Light (Portable)
60			Garbage Bin & Cart
61			Garbage Bin
62			Metal Table
63			Scooper
64			Mop Handle
65			Mop Handle
66			Mop Handle
67			Mop Handle
68			Broom
69			Specimen Carrier
70			IV Pole for stretcher
71			Stretcher-Styker
72			Stretcher-Styker
73			Stretcher-Styker
74			Stretcher-Styker
75			Old Stretcher
76			Old Orthopedic Table
77			Chair w/aras
78			File Cabinet w/4-drawers
79			Bookshelf (6 Shelves)
80			Desk Chair
81			Arm Chair
82			Desk
83			Garbage Can
84			Cysto Cart-Metal
85			Suction apparatus in wall gauge
86			Lantern
87			IV Pole
88			
89			

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

9
0
1
2
3
4
5
6
7
8
9
0
1
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3
4
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6
7
8

AHBH40988

Wall Suction Gauge

UG1420089
201
HJHL00073

CT-1320M
SMP535240

0292C
039

2109.10

8948169
1900042

4641
HVE Type P

802
370598
E5411
02676P

AEH2

O2 Gauge
Suction Holder
Panasonic TV-13"
EndoCam Control Unit
Panasonic Video Cassette
Video Camera Case
OCMI Light Source
Orthro Power Unit
Hi-Pressure Connectin Hole CO2
Connecting Yoke, CO2
Olympus Hystero-Insufflator
Flexible Hysteroscope w/ case
Electrohydraulic Lithotripter Extender Cable
Electrohydraulic Lithotripter Extender Cable
foot Switch (Electrohydraulic Lithotripter
Regr-Flex Off set Ureteroscope & Case
Visual Urethrotome & Case
Connecting Cable for Electric hydraulic Lithotripter
Lithotripter
Stackable File Tray
Rolodex
File Box
Pencil Sharpner
Telephone
Intercom System
Scotch Tape Dispenser
Telephone
File Tray(Stackable, legal size)
Addressograph Machine
Pencil Holder
Sm. File Box
Sm. File Box
Sm. File Box
Open File
File Tray
File Tray
Open File
Garbage Can
Chair
Chair
Paper Accordion File
Paper Accordion file
Legal Size Clipboard
Legal Size Clipboard
Legal Size Clipboard
Legal Size Clipboard
Paper Accordion File
Wall Clock
Doctor's Order Box
Garbage Can
IV Pole
Night Table
Night Table
Stool
Arthroscopy Cabinet

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT MERIDIAN 60-8596

		White Board
		File Cabinet (5-drawer)
		Desk
		Telephone
		Book Shelf
		Legal Size Clipboard
		Chair w/arms
		Chair w/arms
		Chair w/arms
		Garbage Can
		Lantern
		Medicine Room Cabinet
		Cabinet, Refrigerator, Sink Combination
		Biotronik Pacemaker Case, Small
		Biotronik Pacemaker Case, large
		Sm. Bulletin Board
		Garbage Can
		IV Pole
8260	2540	IV Pole
		Extension, double
		Kick Bucket
		Kick Bucket Stand
		IV Pole
826000847	18465X	Dinamap BP Machine
		Phipio Control SMI-E16 Monitor
		Pulse Oximeter-Mellcor
100-0324802	M-100C	Ohio Heidbrink Kinetometer-Anesthesia
2734	2335	X-Ray Table (Cysto)
778326	72689516	Armboard-Straight/for x-ray table
		Perineal Stirrup for x-ray table
		Perineal Stirrup
L4J79526	SSE-2L	Valley Lab Cautery
PO33964-3	EB003	Valley Lab Stand
3910221	SCD95	Acui-optic Light Source
		Extension Cord-double
		Straight 3-prong extension cord
		Straight 3-prong extension cord
		Double Ring Stand
		Single Ring Stand
		Single Ring Stand
		Single Ring Stand
		Ohio O2 Wall Unit
8-030582		Suction Wall Gauge
		Rolling Chair w/Back (Hydraulic)
		Kick Bucket
		Kick Bucket
		Metal Table w/2 shelves
		Cabinet (2 doors, 5 shelves)
		Cabinet (2 doors, 5 shelves)
		Metal Table (2 Shelves)
		Garbage Can
		Hydraulic Stool
		Urology Stack Cart (2 shelves, 2 doors)
		Armboard for X-Ray table, adjustable
		Garbage Can
		Wall Cabinet

MINUTE BOOK No. 61, CITY OF OXFORD

4-door Sink Cabinet w/ 2 drawers

DEMENT-MERIDIAN 60-8596

30316	008	Foot rest for Cysto X-Ray table
AHCM80088		Cell Saver
		Mayo Tray
		Wall Suction regulator
		Garbage Can
		Overhead Monitor
1199	SYS70	Stool on rollers
		IABP
		Lab Table
		Tall Standing Stool
		Double Ring Stand
		Kick bucket w/stand
		Double ring Stand
		Stationary Stool
		Prep Table
		Mayo Tray
		Large Back Table
		Large Back Table
		Single Ring Stand
		Single Ring Stand
		IV Pole
20771	BW5	Blood Warmer
CS8371	62M4	Humidifier
PH05119	NTA4700	Blanket Warmer
00034451	Lifepack 6	Defibrillator
00031933	Lifepack 6	Lifepack 6 Monitor
AHBH52158		Table
		Wall Suction Regulator
		Crash Cart Box
		Suction Cannister Stand
		Wall Suction Regulator
		IV Pole
		Kick Bucket w/stand
		Anesthesia Garbage Can
		IV Pole
		Anesthesia Stool
6500-5070	6500	Monotherm
JBR5232	90303	Monitor
B260-01155	1846SX	Dinamap
CAF000787	7000	Total Anesthesia Machine w/ventilator
949	460SA/6	Signal Acquisition Unit
BHCJ24915		Suction Regulator
7900695	128A	Oxygen Regulator
		Oxygen Tank Stand
6211	2464	Monitor Cable
A678	2464	Monitor Cable
F7J3952T	EB006	Electrosurgical Generator
		Suction Cannister Stand
		Kick Bucket w/stand
444002	SPT-2	Cordless Telephone
		Storage Cabinet
		Yardstick
		Foot Extension
		CPR Board
		Anesthesia Screen

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8595

		Kidney Rest
		Kidney Rest
		CHucks
		Chucks
		Small Chucks
		Small Chucks
35068	84436	Storage Cabinet
		Blood Warmer
		Storage Cabinet
	5375	Pacemaker
	5375	Pacemaker
EH1007792R	5330	AV Sequential w/case
1154668001	1154	Sarns Saw
15672001	1257	Sarns Foot Pedal
133639PP		OR Bed
		Square Chuck
		Square Chuck
		Short Standing Stool
		Tall Standing Stool
432300	R2062A	Refrigerator
		Blood Gas Machine-Stat Profile 5
		Blood Gas Machine
	ABL 4	Printer
530416	S270	Printer
H0118911B	Stat Printer	Printer
81R15N15	PRS12	Alpha Printer
89R06N14	OSM3	Hemoxietre
		Metal Table
	843	Sitting Stool
368B		Monotherm
3067		Monotherm
301370-12	Saturn 3	EKG Monitor
		Telephone, Wallmount
		Metal Shelves (6 shelves)
		Metal Shelves (6 shelves)
		Metal Shelves (6 shelves)
		Metal Shelves (3 Shelves)
		Plastic Bins (13)
		X-Ray Wall Holder
		Metal Wall Holder Unit
8039		Designs fore vision Light Source
	HPC-IV	Dionics Battery Charger
1067		8703 3M Battery Charger
		Anesthesia Chair
		Small Standing Stool
		Kick Bucket w/stand
		Kick Bucket w/stand
		Kick Bucket w/stand
		Tourniquet Tank gauge
		Tourniquet Tank gauge
	2080	Amsco OR Table
		Mayo Stand
		Mayo Stand
		IV Pole
		Suction Regulator
AHCJ24933		Anesthesia Suction Regulator
		Cabinet (5 Shelves)

MINUTE BOOK No. 61 CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

F&K

Force 2

10002408021C
826001150

A27346

8f-5331
5500
FA1068
60901128
L6HE02602
EA3637
2009848

Cabinet (5 Shelves)
 Long Metal Table
 Long Metal Table
 Small Metal Table
 Small Metal Table
 Rolling Stool
 Rolling Stool
 Valley Lab Cautery Unit
 IV Pole
 IV Pole
 IV Pole
 Pulse Oximeter
 Critacon Dynamap
 Spacelabs Monitor
 Anesthesia Machine
 Hand Table w/arm
 Suction Caddy-4 place
 Suction Caddy-2 place
 Arm Holder
 Arthroscopy Cart
 Arthroscopy Camera
 Arthroscopy Light Source
 Printer
 Video Cassette Player
 Arthroscopy Shaver
 Color TV Monitor
 Boyd Shoulder Set(1)
 Compression Plates (1)
 Stone Table Staples (1)
 Navicular Set (1)
 Arthroscopy Set (2)
 Arthroscopy Knives (2)
 Pituitary Forceps (3)
 Kerrison Ronjeues (5)
 Currette Sets (2)
 Paddle & Gauges Set (1)
 Osteotome gauges set (1)
 Mini Fragment Set (1)
 Sincel Fragment Set (2)
 Bone Forcep Set (2)
 Saall External Fixation set (1)
 Screw Set (1)
 Self-tapping Screw Set (1)
 Compression Set(2)
 Compression Screws (2)
 Air Saw (1)
 Air Drill (1)
 Hall Drill (1)
 3M Drill (1)
 Synthes Drill (1)
 Chuck Keys
 Dyonics Drill (2)
 Dyonics Saw (1)
 Dyonics K-wire Driver (1)
 Compression Old hip set (1)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Bone-Extra Sets (2)
 Zimmer Compression hip set (1)
 Old Compression hip set (1)
 Knowles pin. large & Small (2)
 Knowles Handles Set (1)
 Batteries
 Knee Guide (1)
 Rod Extractors (2)
 Bone Sets (6)
 Suture Passer (1)
 Hammers (6)
 Mallets (4)
 Screw Driver (7)
 Bone Hooks (1)
 Hand drill (1)
 Drill case w/drill bits (1)
 Pelvic Traction Screw (1)
 K-wire Sets (3)
 Threaded K-wire set (1)
 Charnley Clamps (9)
 Ruler (1)
 Bone Tap (1)
 K-Wire Benders (2)
 Small Hand Set (1)
 K-Wire cutters (6)
 Curettes (12)
 Tendon Graspers (2)
 Hand Retractors (2)
 Hollow Mills (4)
 Periosteal Elevators (9)
 Hand Osteotomes Set (1)
 Osteotomes (6)
 Delicate Hand Set (1)
 Hand Retractor Set (1)
 Lead Hand (1)
 Bath Pins (25)
 Skin hooks (2)
 Guide Wires (2)
 Vise-grip Pliers
 Needle Nose Pliers
 Lane Bone Holders (8)
 Logan Clamp (5)
 Cobra Retractor (1)
 Bennets (3)
 Scofield (11)
 Laminectomy Retractor (1)
 Amputation Knife (1)
 Gigli Saw Hands (8)
 Sawblades (63)
 Gigli Saw Blades (3)
 Rasps (3)
 Amputation Saw (1)
 Wire Tightner (3)
 Automatic Screw driver set (1)
 Wire Passer (1)
 Adson-Beckton Set (2)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Trechanter Plate (1)
 Single Action Rongeur (1)
 Large Rib Shearers (3)
 Large Scoseneck Rongeur (1)
 Small Double Action rongeur (4)
 Large Double Action Rongeur (1)
 Richards Cannulated Screw Set (1)
 Pulse Lavage (2)
 Large External Fixation Set (1)
 Cement Guns (3)
 North/South Retractor (1)
 Osteonic Total Hip Set (1)
 Russell-Taylor Blind Rod Set (1)
 Wire Cutters-large (3)
 Rush Pins (35)
 Rush Pin Extractor (2)
 Chainley External Fixation Set (1)
 Plate Bender (1)
 External Fixation Set (3)
 Covington Staples (3)
 Covington Staples (1)
 Rockwood Screws (3)
 Old Arthroscopy Set (6)
 Old Air Drill (1)
 Bone Stid(1)
 Jewett Nail Extractors (2)
 Misc.Nail Extractors (2)
 Richards Screw-driver (1)
 Laminectomy Set (1)
 Traction Bows,Plastic (9)
 Traction Bows,Metal
 Prep Table
 Kick Bucket
 Kick Bucket Stand
 Double Ring Stand
 Single Ring Stand
 Suction Stand
 Kick Bucket
 Kick Bucket Stand
 Suction Regulator
 Table
 Mayo
 Mayo Stand
 Step Stool
 Step Stool
 Extension Cord
 Extension Cord
 Stool
 Stool
 IV Pole
 IV Pole
 IV Pole
 IV Pole
 Valley Lab Stand
 Valley Lab Unit
 Suction Regulator

AHCH3007B

ES006

 F804948T
 AHCH4254S

MINUTE BOOK No. 61, CITY OF OXFORD

CEMENT-MERIDIAN 60-8596

ABONG3409		Anesthesia Machine
826000866	514	Blood Pressure Machine
		Patient Monitor
10003958021	9500	Pulse Oximeter
		Humidifier
		Table Head Rest
		OR Table
		Armboard
		Armboard
		Safety Strap
		Small Chuck
		Small Chuck
		Small Chuck
		Large Chuck
		Large Chuck
		Large Chuck
		Large Chuck
		Large Chuck
		Short Stirrup
		Short Stirrup
		High Stirrup
		High Stirrup
		Ski
		Flashlight
		Lantern Battery
		Large Chuck
		Ether Screen
		Ether Screen
		Arm Rest
		Chuck
		Head Lamp
		Fiberlite
8002913	1700	Athrobic Pump
		Safety Strap
		Cabinet (3 shelves)
	V4006	Filter
	V4006	Filter
	V4006	Filter
	V4006	Filter
	V4006	Filter
	#3	Lipo Bottle
	#3	Lipo Bottle
		Lipo Bottle (1.5 liter)
		Lipo Bottle (1.5 liter)
		Cabinet (5-shelves)
		Cabinet (5-shelves)
		Suture Boxes (3)
		Small Yellow Trays (14)
		Tray Dividers (15)
		Cabinet (2 Shelves)
		Large Yellow Tray
		Demagnetizer
86654331		Sink Unit (4 shelves, 2 drawers)
		Igloo Cooler
		Igloo Cooler
		Garbage Can

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		Brown Storage Bin
		Brown Storage Bin
		Brown Storage Bin
		Brown Storage Bin
		Brown Storage Bin
		White Storage Bin
		White Storage Bin
		White Storage Bin
		White Storage Bin
		Garbage Can
		Wooden Shelf
		Small Metal Table
		Small Metal Table
		Small Metal Table
		Stool, adjustable
		Medicine Cabinet
		Telephone
		Sinus Endoscopy pan
		Gallbladder Scope Pan
5037-10		Hall Saw
		Arm Board Cushions
		Arm Board Cushions
146	A600	Surgical Clipper
24157		David Dermatone w/cord & case
		Metal Door Hinge
		Dermatone & case
		Bentley Connector Dispenser
		Tape Dispenser
		Skin Stapler
1523		Sarnes Cooler & Warmer Unit
561568		Co2 Regulator
234601		Rolling Chair
	15400	Sarnes Heart/lung cart
2971		Roller Blood Pump
2970		Roller Blood Pump
2972		Roller Blood Pump
2969		Roller Blood Pump
1671		Sarnes (Airbubble detector & level detector)
11093		Air/oxygen Mixer
604542		Blood Gas Monitor
1658		Tiss Temp. Module
AKDJ03420/100F		Forane Gas Dispenser
5607		CDI Calibrator
		Sarnes Accessory Kit
		Oxystat Meter Kit
	62210	Conductive 60 Line Connector
		Flashlight
1821	VC11	Suction Machine
3522	IX11	Laparoscopy Insufflator
		Prep Table
		Tall Stirrup
		Stretcher Araboard
		Stretcher Araboard
		Traction weight Hanger
		Traction Weight (2 lbs.)

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		Traction Weight (1 lb)
81282	15011 003331	Light Source-Micro w/stand Headlight w/case Tool Crash Cart Hand Table Telephone
68425	1602-10 1602-10 11C02-2	Sandbag (10lb) Sandbag (10lb) I-Ray Machine GE Hop Bucket Hop Wringer
ADHC00120	605255A656 605255A656 336245A35K	Clean-up Cart Ohio Transport Incubator w/stand & Battery I-ray Collar Telephone I-Ray Collar I-Ray apron I-ray Apron I-Ray Apron I-Ray Apron I-Ray Apron I-Ray Apron I-Ray Apron I-Ray Apron I-Ray Apron I-ray Glove I-Ray Apron Stand Roller,pt Roller,pt Suction Stand C-Ara C-Ara Monitor C-Ara TableTop I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top Poloroid Camera I-Ray Glove I-Ray Glove C-Ara Table Top,Short w/legs I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top I-Ray Table Top Plywood Face-lift board C-ara table top,long w/legs
9021	902	
9021	902	
641019AX	1564X	
CA401025	77635-001-2	
CA405437	776360012	
CA405581	776380012	
CA40CA406348	776360012	
CA406348	776360012	
	776370912	
	0534	
BA400356	938964322	
CA401025	776530012	
CA405581	776380012	
CA496348	776370012	

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		Prep Table
		Kick Bucket
		Ring stand
		Ring stand
		Ring stand
		Back Table
		Mayo Stand
		Suction
		Kick Bucket
		Kick Bucket
		Stool
		OR Cabinet w/3 shelves
		High stirrup
		High Stirrup
		High Stirrup
		High Stirrup-pediatric
		Low Stirrup
		Low Stirrup
		Anesthesia Screen
		Table Chuck
		Table Chuck
		Table Chuck
		OR Cabinet (5-shelves)
8H1064		Nezhott irrigation pump
83-3427	2026.60	Wall Co2 insufflator
		Prep table
AAHE00320		Baby Warmer
7444828	CLKS	Olympus CLK-3 Light Source
621087	PNE-C	Co2 Insufflator
391402	FCB95	ACMI Light Source
8F1057	00371:501	D Cherney DL Hysteroscopy pump
		Prep Table
F8D4953T	Force 2	Bovie
0413085604	2980	OR Table (Bed)
		AraBoard w/pad
		AraBoard w/pad
		IV Pole
		Anesthesia Chair
		Garbage Can
	415	Melcor Pulse dissector
100037980	N100C	Dinamap
826001167	18465K	Spacelab Heart Monitor
LR4880	514	Ohio Gas Machine
BCFE00048	30/70	Ohio O2 Monitor
AA1100376	5100	IV Pole
BACL00930	V5A	Ventilator
		IV Pole
825001464	TR2000	Anesthesia Printer
ANCJ25249		Suction Gauge
ANCM23350		Suction Gauge
ANCM30075		Suction Gauge
J33	PT1000	Stackhouse Smoke Evacuator w/cart
25027	1040	Sharpian Laser Co2
		Positioning Roll
E00069		Air-oxygen Apportioner

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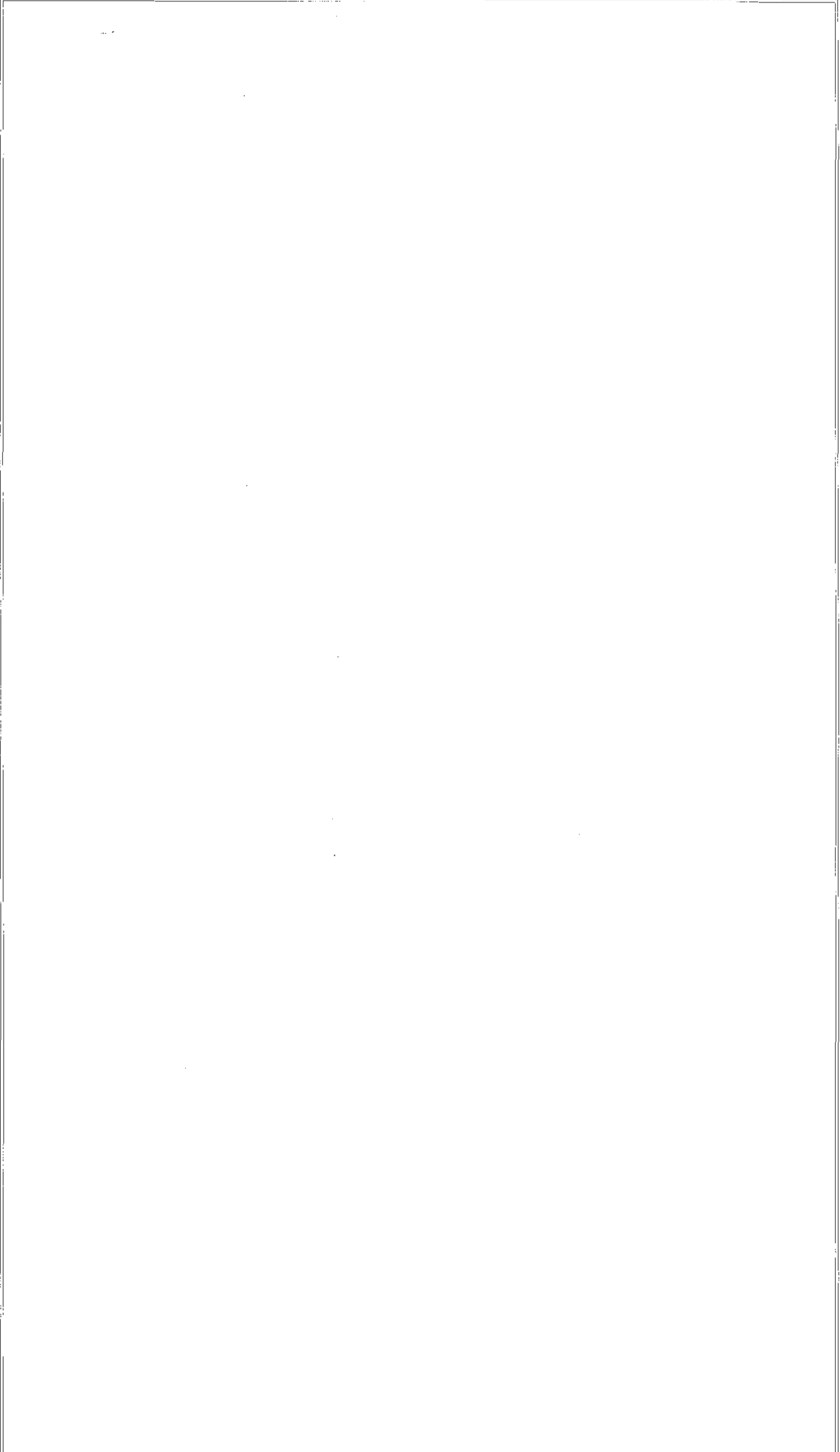
Pediatric Laryngoscope

Stethoscope

Safety Strap

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UCER

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Virginia Professional Underwriters
 P.O. Box 31394
 Richmond, VA 23294

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	The Virginia Insurance Reciprocal
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

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 East Memorial Health Care Dev.
 P.O.
 Madison Ave.
 Memphis, TN 38146

VERGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
				GENERAL AGGREGATE	PRODUCTS/COMPOS AGGREGATE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE OWNER'S & CONTRACTORS PROTECTIVE	HGLTO39888	9/22/88	9/22/89	\$1,000	\$1,000
	HPLTO39888	9/22/88	9/22/89	\$1,000	\$1,000
				\$1,000	\$1,000
				\$ 50	\$ 5
MOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS TRAILER LIABILITY				CS: \$ BODILY INJURY (PER PERSON): \$ BODILY INJURY (PER ACCIDENT): \$ PROPERTY DAMAGE: \$	
PERSONAL LIABILITY OTHER THAN UMBRELLA FORM				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE POLICY LIMIT) \$ (DISEASE EACH EMPLOYEE)	
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY					
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Professional Liability: \$1,000,000 Each Medical Incident/ \$3,000,000 Aggregate
 Effective Date 3/3/84
 Effective 6/1/89 the certificate Holder shown below added to the policies

CERTIFICATE HOLDER

East-Lafayette Medical Center
 Bay 7 South
 Memphis, MS 38655

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

AMENDMENT TO HOSPITAL LEASE AGREEMENT

This Amendment to Hospital Lease Agreement is made and entered into on the day and year hereinafter stated by and between Lafayette County, Mississippi, (hereinafter referred to as the "County") and the City of Oxford, Mississippi, (hereinafter referred to as the "City") (the County and the City are hereinafter referred to collectively as "Lessor") and Baptist Memorial Hospital - North Mississippi, Inc. (hereinafter referred to as "Lessee.")

It is mutually agreed between the parties as follows, to-wit:

1. On the 31st day, of May, 1989, parties executed and delivered a Hospital Lease Agreement as of record in Minute Book 37 at Page 88 of the City of Oxford Board of Aldermen on file in the office of the Clerk of the City of Oxford, Mississippi; in Minute Book RR at Page 556 of the Board of Supervisors of Lafayette County on file in the office of the Clerk of the Board of Supervisors of Lafayette County, Mississippi; in Minute Book 8 of the Board of Trustees of Oxford-Lafayette Medical Center on file in the office of the Administrator of Baptist Memorial Hospital - North Mississippi, Inc., Oxford, Mississippi; and in Book 394 at Page 520 of the land records on file in the office of the Chancery Clerk of Lafayette County, Mississippi, to which reference is hereby made.

2. Subsequent to the execution of said Hospital Lease Agreement, it was determined that there was an error in the description of the Hospital Site, Exhibit "A" to said Lease, and

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therefore it is necessary to execute and deliver this amendment for the sole and only purpose of correcting the Hospital site, and to amend said Hospital Lease Agreement as follows:

Article I, Lease, Section 1.1., Leased Premises, Exhibit "A" is hereby deleted, and substituted in its place to the same extent and purpose, as if it had been included as Exhibit "A" in the first instance, is the corrected description of the Hospital Site and particularly described in Exhibit "A" to this amendment and which description hereby becomes a part of said Hospital Lease Agreement.

All other provisions of said Hospital Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the "Lessor" hereto has caused this Amendment to the Hospital Lease Agreement to be executed in multiple originals by their duly authorized officials or officers, as of the 7th day of February, 1990.

LESSOR:

LAFAYETTE COUNTY, MISSISSIPPI

BY: Ray W. Sockwell
RAY W. SOCKWELL, President
of the Board of Supervisors

Attest:

Bill Plunk
BILL PLUNK, Clerk

CITY OF OXFORD, MISSISSIPPI

BY: John O. Leslie
JOHN O. LESLIE, Mayor

Attest:

Virginia H. Chrestman
VIRGINIA H. CHRESTMAN,
Clerk

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IN WITNESS WHEREOF, the "Lessee" hereto has caused this Amendment to the Hospital Lease Agreement to be executed in multiple originals by their duly authorized officials or officers, as of the 7th day of February, 1990.

LESSEE:

BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.

Joseph H. Powell
JOSEPH H. POWELL, President

Attest:

John N. Robbins
JOHN N. ROBBINS, Senior Vice-President

APPROVED BY THE BOARD OF TRUSTEES, on this the 7th day of February, 1990:

BOARD OF TRUSTEES OF OXFORD LAFAYETTE MEDICAL CENTER

BY: *D. M. Featherstone*
D. M. FEATHERSTONE, President

Attest:

Georgia P. Bryant
GEORGIA P. BRYANT, Secretary

STATE OF MISSISSIPPI
LAFAYETTE COUNTY
I, BILL PLUNK, Chancery Clerk of Lafayette County, in said State hereby certify that the within instrument was filed for record at 1:25 o'clock P M, on the 12 day of Mar. 1990 and duly recorded in book _____ on page _____

Given under my hand and seal of office on the 12 day of Mar. A.D., 1990
BILL PLUNK, Clerk

By: *Ethel Ferguson, D.C.*

Due Hickman, Rayburn & Coza

~~MINUTE BOOK No. 61, CITY OF OXFORD~~

DEMENT-MERIDIAN 63 8506

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on the 7th day of February, 1990, within my jurisdiction, within named Ray N. Sockwell and Bill Plunk, duly identified before me, who acknowledged that they are President and Clerk, respectively, of the Board of Supervisors of Lafayette County, Mississippi, a political subdivision of the State of Mississippi and that for and on behalf of said Board of Supervisors, and as its act and deed, they executed ^{and sealed} the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

Maria J. Mariani
Notary Public

My Commission Expires:

4/28/93

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of February, 1990, within my jurisdiction, within named John O. Leslie and Virginia H. Chrestman, duly identified before me, who acknowledged that they are Mayor and Clerk, respectively, of the City of Oxford, Mississippi, a municipal corporation, and that on behalf of said city, and as its act and deed, they executed ^{and sealed} the above and foregoing instrument, after first having been duly authorized by the board of Alderpersons of said city so to do.

Burton J. Hartley
Notary Public

My Commission Expires:

August 17, 1993

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STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of February, 1990, within my jurisdiction, within named O. M. Featherstone and Georgia P. Bryant, duly identified before me, who acknowledged that they are President and Secretary, respectively, of the Board of Trustees of Oxford Lafayette Medical Center, a body politic and corporate, and that on behalf of said Board of Trustees, and as its act and deed, they executed ^{and sealed} the above and foregoing instrument, after first having been duly authorized by said Board of Trustees so to do.

Meri Jo Marriam
Notary Public

My Commission Expires:

4/28/93

STATE OF MISSISSIPPI-- TENNESSEE

COUNTY OF LAFAYETTE-- SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of ~~February~~ March 1990, within my jurisdiction, within named Joseph H. Powell and John N. Robbins, duly identified before me, who acknowledged that they are President and Senior Vice-President, respectively, of Baptist Memorial Hospital-North Mississippi, Inc., a non-profit corporation, and that on behalf of said corporation, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

London Durant
Notary Public

My Commission Expires:

My Commission Expires Sept 1, 1991

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DOCUMENT-MERIDIAN 69-8596

EXHIBIT "A"

Tracts 1 and 2 of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

TRACT 1: Begin at a concrete monument located 273.33 feet West and 60.04 feet South of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said concrete monument being located on the south line of Elliott Drive; run thence S $0^{\circ}38'20''$ W, leaving the south line of said Elliott Drive, for a distance of 188.64 feet to an iron pin; run thence S $89^{\circ}21'40''$ E for a distance of 20.00 feet to an iron pin; run thence S $0^{\circ}38'20''$ W for a distance of 45.00 feet to an iron pin; run thence N $89^{\circ}21'40''$ W for a distance of 10.00 feet to an iron pin; run thence S $0^{\circ}38'20''$ W for a distance of 56.36 feet to an iron pin; run thence N $89^{\circ}21'40''$ W for a distance of 10.00 feet to an iron pin; run thence S $0^{\circ}38'20''$ W 500.76 feet to a concrete monument on the north line of Belk Street; run thence N $74^{\circ}44'24''$ W along the north line of Belk Street for a distance of 754.97 feet to a concrete monument on the east line of South Lamar Boulevard; run thence N $14^{\circ}17'30''$ E along the east line of South Lamar Boulevard for a distance of 270.22 feet to an iron pin; run thence along said east right-of-way line lying in a circular curve to the left for 337.86 feet, said curve having a radius of 1,939.86 feet with a chord bearing of N $9^{\circ}13'05''$ E and a chord length of 337.48 feet, to an iron pin at the intersection of the east right-of-way line of South Lamar Boulevard with the south right-of-way line of Elliott Drive; run thence S $89^{\circ}43'50''$ E along the south line of Elliott Drive for a distance of 615.92 feet to the point of beginning of the herein described tract of land; said tract contains 10.75 acres, more or less.

AND ALSO: An easement recorded in Deed Book 394 at Page 513 in the Office of the Chancery clerk of Lafayette County, Mississippi, for the use and maintenance of an existing drainage system and a parking lot in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 350.02 feet South and 276.56 feet West of the northeast corner of the Northwest quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said point being located on the east line of a tract of land owned by the City of Oxford and Lafayette County, being the site of the Oxford-Lafayette Medical Center; run thence S $89^{\circ}21'40''$ E, leaving said east property line, for a distance of 52.64 feet to a point; run thence S $0^{\circ}38'20''$ W for a distance of 21.64 feet to a point; run thence S $35^{\circ}11'00''$ W for a distance of 92.83 feet to a point on the hereinabove mentioned east property line; run thence N $0^{\circ}38'20''$ E along said east property line for a distance of 98.11 feet to the point of beginning of the herein described parcel of land; said parcel contains 3,151.6 square feet, more or less.

AND ALSO: An easement recorded in Deed Book 395 at Page 69 in the Office of the Chancery Clerk of Lafayette County, Mississippi, for the use and maintenance of an existing drainage system in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 372.25 feet South and 224.17 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West; run thence N $82^{\circ}04'22''$ E for a distance

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29.00 feet to a point; run thence S 82°04'33" W for a distance of 76.33 feet to a point; run thence N 35°11'00" E for a distance of 27.39 feet to the point of beginning of the herein described easement; said easement contains 0.03 acre, more or less.

LESS AND EXCEPT: An easement recorded in Deed Book 394 at Page 516 in the Office of the Chancery Clerk of Lafayette County, Mississippi, for the use and maintenance of an existing drainage system in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 425.14 feet South and 277.40 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said point being located on the east line of a tract of land owned by the City of Oxford and Lafayette County, being the site of the Oxford-Lafayette Medical Center; run thence S 0°38'20" W along said east property line for a distance of 26.43 feet to a point; run thence N 52°16'12" W, leaving said east property line, for a distance of 15.00 feet to a point; run thence N 35°11'00" E for a distance of 21.10 feet to the point of beginning of the herein described parcel of land; said parcel contains 158.1 square feet, more or less.

TRACT 2: Begin at an iron pin located 849.1 feet South and 519.4 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said iron pin being located on the south right-of-way line of Belk Street; run thence S 0°02'00" W, leaving said south right-of-way line, for a distance of 220.52 feet to an iron pin on a fence line; run thence S 0°02'43" E along said fence for a distance of 269.01 feet to an iron pin; run thence along a fence on the south side of a gravel road as follows: run N 67°33'38" W for a distance of 131.70 feet to a point; run thence N 70°14'58" W for a distance of 91.67 feet to a point; run thence N 72°16'51" W for a distance of 162.72 feet to a point; run thence N 73°45'26" W for a distance of 34.37 feet to a cotton picker spindle set in the center of a 30 inch Oak stump; run thence N 70°28'49" W, leaving said fence line, for a distance of 18.51 feet to a point on the centerline of Old Jeff Davis Drive; run thence N 24°00'55" W, along said centerline, for a distance of 171.16 feet to a railroad spike found on the centerline of said Old Jeff Davis Drive; run thence S 79°10'22" W, leaving said centerline, for a distance of 78.48 feet to a point on the east right-of-way line of Old Mississippi Highway Number 7; run thence along said east right-of-way line as follows: run N 3°20'57" E for a distance of 93.70 feet to a point; run thence N 7°28'40" E for a distance of 138.27 feet to a point; run thence N 13°07'47" E for a distance of 97.21 feet to a point; run thence N 14°16'41" E for a distance of 15.85 feet to the intersection of the east right-of-way line of Old Mississippi Highway Number 7 and the south right-of-way line of Belk Street; run thence S 74°44'24" E, leaving said east right-of-way line of Old Mississippi Highway Number 7, along said south right-of-way line of said Belk Street for a distance of 529.32 feet to the point of beginning of herein described parcel of land; said parcel contains 5.51 acres, more or less.

LESS AND EXCEPT: The right of way for Old Jeff Davis Drive, approximately 21 feet in width, along the west side, and right of way for gravel road, approximately 14 feet in width, along the south side of the above described property.

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This instrument was filed for record this the 12 day of Mar., 1990 at 1:25 o'clock P.M. and recorded in

Book 400 Page 276 on the 12 day of Mar., 1990.

Bill Plunk
BILL PLUNK, CHANCERY CLERK

AMENDMENT
TO
HOSPITAL LEASE AGREEMENT

This Amendment to Hospital Lease Agreement is made as of May 1, 1996, by and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi (the "County") and the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and the laws of the State of Mississippi (the "City") (the County and the City are hereinafter referred to collectively as "Lessor") and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation ("Lessee").

WITNESSETH

WHEREAS, Lessor and Lessee entered into a Hospital Lease Agreement dated as of the 31st day of May, 1989 (the "Lease") whereby Lessor leased to Lessee Oxford Lafayette Medical Center (the "Hospital");

WHEREAS, Section 2.1 of the Lease provided for a lease term commencing as of 12:01 a.m., June 1, 1989 and expiring at 11:59 p.m. on the date which is thirty (30) years from the Date of Completion of construction of the capital improvements to the Hospital to be made by Lessee pursuant to Section 5.1 of the Lease (the "Lease Term");

WHEREAS, Lessee has proposed to Lessor that it will engage in additional construction of capital improvements to the Hospital (the "New Construction") in return for an extension of the Lease Term;

WHEREAS, Lessor and Lessee desire to amend the Lease to extend the Lease Term for a Thirty year period to begin to run on the date of completion of the New Construction but not to exceed an extension of more than Fifteen (15) additional years to the Lease Term which would result in a total period of time for the Lease Term of no more than Forty-five (45) years;

WHEREAS, this amendment to the Lease is made pursuant to Section 41-13-15 (11) of the Mississippi Code of 1972, as amended, which authorizes the owner of a community hospital to extend a lease of a community hospital entered into under the authority of Section 41-13-15, in effect prior to July 15, 1993, for an additional term not to exceed fifteen (15) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Article II of the Lease is hereby amended to add a new Section 2.3 to read as follows:

2.3 Extension of Lease Term. The parties hereby agree that the Date of

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Completion of construction of the capital improvements to the Hospital made by Lessee pursuant to Section 5.1 of this Lease was February 20, 1992 and accordingly that pursuant to Section 2.1 hereof the Lease Term would expire at 11:59 p.m. on February 19, 2022, the date which is thirty (30) years from the Date of Completion. The Lessor hereby determines to extend the Lease Term set forth in Section 2.1 hereof in consideration for Lessee's provision of additional construction of capital improvements to the Hospital (the "New Construction") as described in the Certificate of Need granted to Lessee by the Mississippi State Department of Health on September 28, 1995, the scope of which may be amended at the discretion of Lessee and upon approval of the Mississippi State Department of Health. Accordingly, the term of this Lease, as set forth in Section 2.1 hereof, shall be extended for a thirty (30) year period to begin to run on the New Construction Date of Completion, but shall not exceed an extension of more than Fifteen (15) additional years to the Lease Term, which extension would result in a total period of time for the Lease Term of no more than Forty-five (45) years; provided, however, that at any time after February 19, 2022, Lessee shall have the option to terminate this Lease, provided that Lessee has notified Lessor in writing at least one year prior to such termination. The Lease shall continue during such extension on the same terms, with the same covenants, and conditions as are contained herein to the extent such covenants and conditions have not been fulfilled prior to such extension. The New Construction Date of Completion shall be defined for the purposes of this Section 2.3 to mean the date Lessee gives written notification to Lessor that the New Construction is substantially completed, a copy of which shall be attached to this Lease and made a part hereof by reference.

2. The remainder of Article II of the Agreement will remain unchanged.

3. This Amendment to Hospital Lease Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Hospital Lease Agreement to be executed by their duly authorized officials or officers, as of the day and year first above written.

BAPTIST MEMORIAL HOSPITAL - NORTH
MISSISSIPPI, INC.

By: 
President

(SEAL)
ATTEST: _____

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60 8596

BOARD OF SUPERVISORS OF
LAFAYETTE COUNTY, MISSISSIPPI

By: Ray Sowell
President
Board of Supervisors

(SEAL)
ATTEST: Bruce [Signature]

CITY OF OXFORD, MISSISSIPPI

BY: John C. Leslie
Mayor

(SEAL)
ATTEST: Virginia H. [Signature]

SUPPLEMENTAL HOSPITAL LEASE AGREEMENT NO. 2

This SUPPLEMENTAL HOSPITAL LEASE AGREEMENT NO. 2 (this "Supplement") dated as of the 1st day of October 1, 1997, between and among LAFAYETTE COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi (the "County"), the CITY OF OXFORD, MISSISSIPPI, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (the "City") (the County and the City are hereinafter collectively referred to as "Lessor"), and BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC., a Mississippi non-profit corporation ("Lessee");

WITNESSETH:

For and in consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

WHEREAS, the County and the City jointly own the real property on which is located Baptist Memorial Hospital-North Mississippi, Inc. (formerly known as Oxford-Lafayette Medical Center), a 150-bed general acute care hospital located in Oxford, Mississippi (the "Hospital"); and

WHEREAS, the County and the City currently lease the Hospital to the Lessee pursuant to that certain Hospital Lease Agreement dated as of May 31, 1989 (the "Original Lease") which was recorded in the office of the Chancery Clerk of the County in Book 394 at page 520, as supplemented by that certain Supplemental Hospital Lease Agreement No. 1 among the same parties, dated as of March 1, 1991 ("Supplement No. 1"), which was recorded in the office of the Chancery Clerk of the County in Book 408 at Page 197; and

WHEREAS, no event of default exists under the Original Lease, as supplemented by Supplement No. 1 (collectively, the "Lease"), and no circumstance presently exists which, with the passage of time or the giving of notice would constitute an event of default thereunder; and

WHEREAS, pursuant to the provisions of Chapter 884, Local and Private Laws of Mississippi, Regular Session 1983 (the "1983 Act"), and pursuant to the provisions of a Trust Indenture from the County, the City and the Board of Trustees of the Hospital to First National Bank of Jackson, as Trustee, dated as of November 1, 1984 (the "Series 1984 Indenture"), the County did heretofore issue its Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984, dated as of November 1, 1984 (the "Series 1984 Bonds"), the proceeds of which were used to remodel, renovate, add to, extend, equip and furnish the Hospital; and

WHEREAS, pursuant to the 1983 Act, the County issued its Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1991A in the aggregate principal amount of \$3,870,000, (the "Series 1991A Bonds"), the proceeds of which were used to advance refund the Series 1984 Bonds then outstanding; and

WHEREAS, the Series 1984 Bonds were defeased and are no longer the Series 1984 Indenture; and

WHEREAS, pursuant to the provisions of Chapter 848, Local and Private Mississippi, Regular Session 1989, as amended by House Bill No. 1738, Local and Private of Mississippi, Regular Session 1990 (the "1990 Act"), the County issued its Hospital Revenue Bonds (Baptist Memorial Hospital-North Mississippi, Inc. Project), Series 1991B, in the aggregate principal amount of \$20,000,000 (the "Series 1991B Bonds") and utilized the proceeds thereof to improve, maintain, extend, equip and furnish the Hospital; and

WHEREAS, the Series 1991A Bonds and the Series 1991B Bonds (collectively, the "Series 1991 Bonds") were issued pursuant to that certain Bond Indenture of Trust dated as of March 1, 1991 (the "Series 1991 Indenture"), by and between the County, the City and National Bank of Commerce, as trustee; and

WHEREAS, the Series 1991 Bonds are limited obligations of the County, the principal of, premium, if any, and interest on which is payable solely from and secured by a pledge of the Trust Estate (as defined in the Series 1991 Indenture); and

WHEREAS, First Tennessee Bank National Association, Memphis, Tennessee (the "Trustee") is presently serving as trustee and paying agent under the Series 1991 Indenture;

WHEREAS, pursuant to that certain Master Trust Indenture dated as of March 1, 1991 (the "Master Indenture") by and among the Lessee and certain of its affiliated corporations, all as Members of the Obligated Group (as defined in the Master Indenture) and National Bank of Commerce, as Master Trustee, there has been issued a Master Note, Series 1991A (the "Series 1991A Note") in the principal amount of \$23,870,000, payable to the County, in order to provide additional security for the payment of the principal of, premium, if any, and interest on the Series 1991 Bonds; and

WHEREAS, the Series 1991A Bonds are currently outstanding in the principal amount of \$3,580,000 and the Series 1991B Bonds are currently outstanding in the principal amount of \$18,480,000; and

WHEREAS, pursuant to Section 31-27-1 et seq., Mississippi Code of 1972, as amended (the "Refunding Act"), and a Bond Indenture of Trust dated as of October 1, 1997 (the "Series 1997 Indenture"), by and between the County, the City and the Trustee (in such capacity, the "Series 1997 Trustee"), the County intends to issue its Hospital Revenue Refunding Bonds (Baptist Memorial Hospital-North Mississippi) Series 1997 in the aggregate principal amount of \$24,085,000 (the "Series 1997 Bonds"), the proceeds of which will be used to advance refund the Series 1991 Bonds; and

WHEREAS, in connection with the defeasance of the Series 1991 Bonds, the Series 1991A Note will be redeemed and terminated; and

WHEREAS, Baptist Memorial Health Care Corporation ("BMHCC") and its Affiliates (as defined in the hereinafter referenced Master Loan Agreement) and certain commercial banks and other lenders listed therein have executed a Master Loan Agreement dated as of June 1, 1997 (the "Master Loan Agreement") in order to provide security for certain obligations to be incurred by BMHCC and its Affiliates; and

WHEREAS, pursuant to the provisions of the Master Loan Agreement, BMHCC has executed a Guaranty Agreement dated as of October 1, 1997 (the "Guaranty Agreement") to further secure the payment of principal, premium, if any, and interest on the Series 1997 Bonds; and

WHEREAS, the obligations of the Lessee under the Lease pursuant to the provisions of Section 3.1-8 thereof and the guaranty of the payment of the principal of, premium, if any, and interest on the Series 1997 Bonds pursuant to the provisions hereof constitute obligations secured by the provisions of the Master Loan Agreement; and

WHEREAS, pursuant to the Lease, the Lessee is required to make sufficient payments to the County under the Lease to provide for the payment of the principal of, premium, if any, and interest on the Series 1997 Bonds; and

WHEREAS, the provisions of the Lease should be conformed to reflect the defeasance of the Series 1991 Bonds and to provide for rental payments sufficient to pay the principal of, premium, if any, and interest on the Series 1997 Bonds and to otherwise make the terms of the Lease consistent with the terms of the Series 1997 Indenture and to recognize that the Master Loan Agreement is a successor document to the Master Indenture and to provide for matters related thereto; and

WHEREAS, the provisions of the Lease should be conformed to provide that upon the occurrence of an event of default thereunder, the revenues generated in connection with the operation of the Hospital, by any entity operating the Hospital (including, but not limited to, the Lessee) shall be applied first to the payment of all amounts payable under the Lease by the Lessee (regardless of whether the Lease is still in effect) other than amounts payable with respect to the principal of, premium, if any and interest on the Series 1997 Bonds in accordance with Section 3.1-8 of the Lease, and then to the amounts payable under said Section 3.1-8 of the Lease.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Lease shall be amended and revised as follows:

SECTION 1. All words and phrases not otherwise defined herein shall have the meanings assigned to such words and phrases in the Lease or the Series 1997 Indenture, as applicable.

SECTION 2. All references herein to the "Lease" shall refer to the Lease as amended by this Supplement.

SECTION 3. All references in the Lease to the "Bonds," the "Indenture," the "Trustee," the "Series 1991 Bonds", the "Series 1991 Indenture" and the "Series 1991 Trustee" shall henceforth refer to the Series 1997 Bonds, the Series 1997 Indenture and the Series 1997 Trustee, respectively, unless the context clearly requires otherwise.

SECTION 4. As used in this Supplement, the term "Revenues of the Hospital" shall mean the revenue of the Hospital for each fiscal year, calculated by excluding all gifts, but not the restricted income therefrom, less bad debt allowances, contractual adjustments with third party payers and adjustments for free services relating to such fiscal year.

SECTION 5. The terms that were added to the end of Section 3.1-8 of the Original Lease pursuant to Section 5 of Supplement No. 1 are hereby deleted, and the following shall be added to Section 3.1-8 of the Lease after the first paragraph of said Section 5 of Supplement No. 1: "The Lessee agrees to pay to the Series 1997 Trustee the amounts required to pay the principal premium, if any, and interest on the Series 1997 Bonds not later than the Business Day next preceding the date such payment is to be made by the Series 1997 Trustee to the Bondholders." The Lessee also agrees to pay, upon demand, any other amounts due under the 1997 Indenture, including specifically the reasonable fees and expenses of the Series 1997 Trustee.

SECTION 6. Section 3.6 of the Lease which was added to the Original Lease pursuant to Section 8 of Supplement No. 1 is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 3.6. Pledge of Revenues; Priority of Payments.

- (a) The Lessor and the Lessee hereby pledge the Revenues of the Hospital for the benefit of the holders of the Series 1997 Bonds and for the payment of all other amounts due under the Lease.
- (b) Subject to the provisions of Section 3.1-10 of the Lease, prior to the occurrence of an Event of Default hereunder, the Revenues of the Hospital may be utilized by the Lessee in accordance with the provisions of Sections 19.2 and 26.5 of the Lease (as such sections are amended pursuant to this Supplement).
- (c) Following the occurrence of an Event of Default and regardless of whether the Lease remains in effect or the Lessee is in possession of the Hospital, the Revenues of the Hospital shall be applied first to the payments of all amounts payable under the Lease by the Lessee other than amounts payable with respect to the principal of, premium, if any and interest on the Series 1997 Bonds in accordance with Section 3.1-8 of the Lease and then to the amounts payable under said Section 3.1-8 of the Lease; it being the intention of the parties hereunder that upon the occurrence of an Event of

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Default hereunder, if the Lessor exercises any remedy available to it under Section 18.2 hereunder, the Revenues of the Hospital shall nevertheless be applied to the satisfaction of the obligations of the Lessee under this Lease notwithstanding the termination of the Lease or the substitution of another entity as lessee or operator of the Hospital. The provisions of this Section 3.6 shall survive the termination of the Lease.

SECTION 7. The Lessee hereby represents that the issuance of the Series 1997 Bonds and the refunding of the Series 1991 Bonds will result in an overall net present value savings to maturity of not less than two percent (2%) of the Series 1991 Bonds.

SECTION 8. Section 19.2 of the Lease is hereby amended by adding the following clause

(b):

(h) Any lien resulting from the inclusion of the Lessee as an Affiliate under the Master Loan Agreement and the Guaranty Agreement.

SECTION 9. The second sentence of Section 26.5 is hereby amended by adding a clause (vii) thereto as follows:

(vii) amounts paid by Lessee to BMHCC or one of its Affiliates pursuant to the provisions of the Master Loan Agreement or the Guaranty Agreement.

SECTION 10. All representations and warranties of the Lessor and the Lessee are restated as of the date hereof. Except as specifically set forth herein, the provisions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their duly authorized officials or officers, all as of the day and year first above written although actually executed on the date set forth in the acknowledgments hereto.

LESSOR:

LAFAYETTE COUNTY, MISSISSIPPI

Attest:
[Signature]
Clerk, Board of Supervisors

By: [Signature]
President, Board of Supervisors

(SEAL)

CITY OF OXFORD, MISSISSIPPI

Attest:
[Signature]
City Clerk

By: [Signature]
Mayor

(SEAL)

LESSEE:

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.

Attest:
[Signature]
Title: [Signature]

By: [Signature]
President Executive Vice President

APPROVED BY THE BOARD OF TRUSTEES:

BOARD OF TRUSTEES OF
OXFORD-LAFAYETTE MEDICAL CENTER

By: _____

06-01/00 THU

MINUTE BOOK No. 61, CITY OF OXFORD

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their duly authorized officials or officers, all as of the day and year first above written although actually executed on the date set forth in the acknowledgments hereto.

LESSOR:

LAFAYETTE COUNTY, MISSISSIPPI

Attest:

By:

President, Board of Supervisors

Clerk, Board of Supervisors

(SEAL)

CITY OF OXFORD, MISSISSIPPI

Attest:

By:

Mayor

City Clerk

(SEAL)

LESSEE:

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.

Attest:

By:

President

Title: _____

APPROVED BY THE BOARD OF TRUSTEES:

BOARD OF TRUSTEES OF
OXFORD-LAFAYETTE MEDICAL CENTER

By:

L. G. [Signature]

MD

STATE OF Tennessee
COUNTY OF Shelby

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 14th day of October, 1997, within my jurisdiction, the within named Gary Massey and Bill Plunk, duly identified before me, who acknowledged that they are the President and Clerk, respectively, of the Board of Supervisors of Lafayette County, Mississippi, a political subdivision of the State of Mississippi, and that for and on behalf of said county, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

Gail Wilson
Notary Public

My Commission Expires:

3/25/1998

(Affix official seal)

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 14th day of October, 1997, within my jurisdiction, the within named Patricia Lamar and Virginia H. Chrestman, duly identified before me, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Oxford, Mississippi, a municipal corporation, and that on behalf of said City, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by the Mayor and Board of Aldermen of said City so to do.

Vicki Sued
Notary Public

My Commission Expires:

Sept. 9, 1998

(Affix official seal)

MINUTE BOOK No. 61, CITY OF OXFORD

STATE OF Tennessee
COUNTY OF Shelby

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 14th day of October, 1997, within my jurisdiction, the within named John N. Robbins and Noel E. Tobor, duly identified before me, who acknowledged that they are the ~~President and Executive Vice President and Vice President~~, respectively, of Baptist Memorial Hospital-North Mississippi, Inc., a non-profit corporation, and that on behalf of said corporation, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]
Notary Public

My Commission Expires:

3/25/1998

(Affix official seal)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

EXHIBIT "A"

Hospital and Hospital Site

A fraction of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Section 33, Township 8 South, Range 3 West, and run South $89^{\circ}24'$ East along the North line of Section 33 a distance of 2,478.9 feet to a stake; thence South $0^{\circ}36'$ West a distance of 60.0 feet to a stake, said point being the point of beginning of this description. From this point of beginning run thence South $0^{\circ}36'$ West a distance of 792.8 feet to a stake; thence North $74^{\circ}14'$ West a distance of 755.5 feet to a stake on the East right-of-way line of Mississippi Highway No. 7; thence North $14^{\circ}38'$ East along said right-of-way line a distance of 270.1 feet to a stake; thence North $28^{\circ}18'$ East a distance of 94.1 feet to a stake; thence North $19^{\circ}40'$ East a distance of 265.2 feet to a stake; thence South $89^{\circ}24'$ East a distance of 538.5 feet to the point of beginning, containing 10.1 acres, more or less.

And more accurately and correctly described as follows:

A tract of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a concrete monument located 273.33 feet West and 60.04 feet South of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said concrete monument being located on the South line of Elliott Drive; run thence S $0^{\circ}38'20''$ W, leaving the south line of said Elliott Drive, for a distance of 790.76 feet to a concrete monument on the north line of Belk Street; run thence N $74^{\circ}44'24''$ W along the north line of Belk Street for a distance of 754.97 feet to a concrete monument on the east line of South Lamar Boulevard; run thence N $14^{\circ}17'30''$ E along the east line of South Lamar Boulevard for a distance of 270.22 feet to an iron pin; run thence N $28^{\circ}16'46''$ E, leaving the east line of South Lamar Boulevard, for a distance of 93.91 feet to a concrete monument; run thence N $19^{\circ}24'53''$ E for a distance of 265.05 feet to a concrete monument on the south line of Elliott Drive; run thence S $89^{\circ}43'50''$ E along the south line of Elliott Drive for a distance of 537.88 feet to the point of beginning of the herein described tract of land; said tract contains 10.41 acres, more or less.

and,

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DEMENT-MERIDIAN 60-8596

ALSO:

A parcel of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pin located 849.1 feet South and 519.4 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said iron pin being located on the south right-of-way line of Belk Street; run thence S 0°02'00" W, leaving said south right-of-way line, for a distance of 220.52 feet to an iron pin on a fence line; run thence S 0°02'43" E along said fence for a distance of 269.01 feet to an iron pin; run thence along a fence on the south side of a gravel road as follows: run N 67°33'38" W for a distance of 131.70 feet to a point; run thence N 70°14'58" W for a distance of 91.67 feet to a point; run thence N 72°16'51" W for a distance of 162.72 feet to a point; run thence N 73°45'26" W for a distance of 34.37 feet to a cotton picker spindle set in the center of a 30 inch Oak stump; run thence N 70°28'49" W, leaving said fence line, for a distance of 18.51 feet to a point on the centerline of Old Jeff Davis Drive; run thence N 24°00'55" W, along said centerline, for a distance of 171.16 feet to a railroad spike found on the centerline of said Old Jeff Davis Drive; run thence S 79°10'22" W, leaving said centerline, for a distance of 78.48 feet to a point on the east right-of-way line of Old Mississippi Highway Number 7; run thence along said east right-of-way line as follows: run N 3°20'57" E for a distance of 93.70 feet to a point; run thence N 7°28'40" E for a distance of 138.27 feet to a point; run thence N 13°07'47" E for a distance of 97.21 feet to a point; run thence N 14°16'41" E for a distance of 15.85 feet to the intersection of the east right-of-way line of Old Mississippi Highway Number 7 and the south right-of-way line of Belk Street; run thence S 74°44'24" E, leaving said east right-of-way line of Old Mississippi Highway Number 7, along said south right-of-way line of said Belk Street for a distance of 529.32 feet to the point of beginning of herein described parcel of land; said parcel contains 5.51 acres, more or less.

LESS AND EXCEPT: The right of way for Old Jeff Davis Drive, approximately 21 feet in width, along the west side, and right of way for gravel road, approximately 14 feet in width, along the south side of the above described property.

and,

ALSO INCLUDING:

A parcel of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, being a City of Oxford abandoned road way along the west side of the Hospital and Hospital Site, and being more particularly described as follows:

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Begin at the point of intersection of the east right-of-way line of South Lamar Boulevard with the south right-of-way line of Elliott Drive, said point being located 57.14 feet South and 889.24 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West; run thence S 89°-43'-50" E along the south right-of-way line of Elliott Drive for a distance of 78.05 feet to a concrete monument; run thence S 19°-24'-53" W, leaving said south right-of-way line, for a distance of 265.05 feet to a concrete monument; run thence S 28°-16'-46" W for a distance of 93.91 feet to an iron pin on the east right-of-way line of South Lamar Boulevard; run thence along the east right-of-way line of South Lamar Boulevard lying in a circular curve to the left for 337.91 feet, said curve having a radius of 1939.86 feet with a chord bearing of N 9°-18'-05" E and a chord length of 337.48 feet, to the point of beginning of the herein described parcel of land; said parcel contains 0.30 acre, more or less.

LESS AND EXCEPT: An easement in favor of Gracelands, Inc. for the use and maintenance of an existing drainage system in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 425.14 feet South and 277.40 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said point being located on the east line of a tract of land owned by the City of Oxford and Lafayette County, being the site of the Oxford-Lafayette Medical Center; run thence S 0°-38'-20" W along said east property line for a distance of 26.43 feet to a point; run thence N 52°-16'-12" W, leaving said east property line, for a distance of 15.00 feet to a point; run thence N 35°-11'-00" E for a distance of 21.10 feet to the point of beginning of the herein described parcel of land; said parcel contains 158.1 square feet, more or less.

and,

ALSO INCLUDING:

An easement in favor of City of Oxford and Lafayette County for the use and maintenance of an existing drainage system and a parking lot in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 350.02 feet South and 276.56 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said point being located on the east line of a tract of land owned by the City of Oxford and Lafayette County, being the site of the

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DEMENT-MERIDIAN 60-8596

Oxford-Lafayette Medical Center; run thence S 89°-21'-40" E, leaving said east property line, for a distance of 52.64 feet to a point; run thence S 0°-38'-20" W for a distance of 21.64 feet to a point; run thence S 35°-11'-00" W for a distance of 92.83 feet to a point on the hereinabove mentioned east property line; run thence N 0°-38'-20" E along said east property line for a distance of 98.11 feet to the point of beginning of the herein described parcel of land; said parcel contains 3,151.6 square feet, more or less.

STATE OF MISSISSIPPI
LAFAYETTE COUNTY

I, BILL PLUNK, Chancery Clerk of Lafayette County in said State hereby certify that the within instrument was filed for record at 4:55 o'clock P. M. on the 31 day of MAY 1989 and duly recorded in book 394 page 520.

Given under my hand and seal of office the 31 day of MAY AD., 19 89
BILL PLUNK, Clerk

Bill Plunk

SUPPLEMENTAL HOSPITAL LEASE AGREEMENT NO. 1

This SUPPLEMENTAL HOSPITAL LEASE AGREEMENT NO. 1 (this Supplement") dated as of the 1st day of March, 1991, between and among LAFAYETTE COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi (the "County"), the CITY OF OXFORD, MISSISSIPPI, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (the "City") (the County and the City are hereinafter collectively referred to as "Lessor") and BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC., a Mississippi non-profit corporation ("Lessee");

WITNESSETH:

For and in consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

WHEREAS, the County and the City jointly own the real property on which is located Baptist Memorial Hospital-North Mississippi (formerly known as Oxford-Lafayette Medical Center), a 150-bed general acute care hospital located in Oxford, Mississippi (the "Hospital"); and

WHEREAS, the County and the City currently lease the Hospital to the Lessee pursuant to that certain Hospital Lease Agreement dated as of May 31, 1989 (the "Lease") which was recorded in the office of the Chancery Clerk of the County in Book 394 at page 520; and

WHEREAS, no event of default exists under the Lease and no circumstance presently exists which, with the passage of time or the giving of notice would constitute an event of default thereunder; and

WHEREAS, pursuant to the provisions of Chapter 884, Local and Private Laws of Mississippi, Regular Session 1983 (the "1983 Act"), and pursuant to the provisions of a Trust Indenture from the County, the City and the Board of Trustees of the Hospital to First National Bank of Jackson, as Trustee, dated as of November 1, 1984 (the "Series 1984 Indenture"), the County did heretofore issue its Hospital Revenue Bonds (Oxford-Lafayette County Hospital Project), Series 1984, dated as of November 1, 1984 (the "Series 1984 Bonds"), the proceeds of which were used to remodel, renovate, add to, extend, equip and furnish the Hospital; and

WHEREAS, the Series 1984 Bonds are currently outstanding in the principal amount of \$4,020,000; and

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WHEREAS, the 1983 Act provides that any bonds issued under the 1983 Act may, at any time and from time to time, be refunded by the County by the issuance of its refunding bonds; and

WHEREAS, pursuant to the terms of the Lease, the Lessee agreed to provide for the payment of the outstanding Series 1984 Bonds in accordance with the provisions of Section 901 of the Series 1984 Indenture; and

WHEREAS, the County has determined that it should issue hospital revenue refunding bonds in the maximum principal amount of \$4,800,000 (the "Series 1991A Bonds") pursuant to the 1983 Act in order to refund the outstanding Series 1984 Bonds, which Series 1991A Bonds shall be limited obligations of the County, the principal of, premium, if any, and interest on which shall be payable solely from and secured by a pledge of the Trust Estate (as defined in the Series 1991 Indenture, hereinafter defined); and

WHEREAS, the proceeds of the Series 1991A Bonds will be used to satisfy the lien of the Series 1984 Indenture in accordance with the provisions thereof; and

WHEREAS, pursuant to the terms of the Lease, the County agreed to issue revenue bonds to provide financing for the improvements to the Hospital referenced in Section 5.1 of the Lease; and

WHEREAS, pursuant to the provisions of Chapter 848, Local and Private Laws of Mississippi, Regular Session 1989, as amended by House Bill No. 1738; Local and Private Laws of Mississippi, Regular Session 1990 (the "1990 Act"), the County is authorized to issue hospital revenue bonds in an amount not to exceed \$20,000,000 to improve, maintain, extend, equip and furnish the Hospital; and

WHEREAS, in accordance with the Lease and the 1990 Act, the County has determined that it should issue hospital revenue bonds in the maximum principal amount of \$20,000,000 (the "Series 1991B Bonds") in order to improve, maintain, extend, equip and furnish the Hospital, which Series 1991B Bonds shall be limited obligations of the County, the principal of, premium, if any, and interest on which shall be payable solely from and shall be secured by a pledge of the Trust Estate; and

WHEREAS, the Series 1991A Bonds and Series 1991B Bonds (collectively referred to as the "Series 1991 Bonds") shall be issued as parity obligations pursuant to that certain Bond Indenture of Trust dated as of March 1, 1991 (the "Series 1991 Indenture") by and between the County and National Bank of Commerce, as Bond Trustee (the "Series 1991 Trustee"); and

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WHEREAS, pursuant to that certain Master Trust Indenture dated as of March 1, 1991 (the "Master Indenture") by and among the Lessee and certain of its affiliated corporations, all as Members of the Obligated Group (as defined in the Master Indenture) and National Bank of Commerce, as Master Trustee, there has been issued a Master Note, Series 1991A (the "Series 1991A Note") in the principal amount of \$23,870,000, payable to the County, in order to provide additional security for the payment of the principal of, premium, if any, and interest on the Series 1991A Bonds; and

WHEREAS, pursuant to the Series 1991 Indenture, the Lessee is required to make sufficient payments to the County under the Lease to provide for the payment of the principal of, premium, if any, and interest on the Series 1991 Bonds; and

WHEREAS, the provisions of the Lease should be conformed to reflect the defeasance of the Series 1984 Bonds and to provide for rental payments sufficient to pay the principal of, premium, if any, and interest on the Series 1991 Bonds and to otherwise make the terms of the Lease consistent with the terms of the Series 1991 Indenture and to provide for matters related thereto; and

WHEREAS, the provisions of the Lease should be conformed to provide that upon the occurrence of an event of default thereunder, the Revenues (as defined in the Master Indenture) generated in connection with the operation of the Hospital, by any entity operating the Hospital (including, but not limited to, the Lessee) shall be applied first to the payment of all amounts payable under the Lease by the Lessee (regardless of whether the Lease is still in effect) other than amounts payable with respect to the principal of, premium, if any and interest on the Series 1991 Bonds in accordance with Section 3.1-8 of the Lease and then to the amounts payable under said Section 3.1-8 of the Lease.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Lease shall be amended and revised as follows:

SECTION 1. All words and phrases not otherwise defined herein shall have the meanings assigned to such words and phrases in the Series 1991 Indenture or the Master Indenture, as applicable.

SECTION 2. All references herein to the "Lease" shall refer to the Lease as amended by this Supplement.

SECTION 3. All references in the Lease to the "Bonds", the "Indenture", the "Guaranty" and the "Trustee" shall henceforth refer to the Series 1991 Bonds, the Series 1991 Indenture, the

MINUTE BOOK No. 61, CITY OF OXFORD

Guaranty Agreement and the Series 1991 Trustee, respectively unless the context clearly requires otherwise.

SECTION 4. Section 3.1-2 is amended to read as follows:

3.1-2. The Indenture. Until such time as the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision for the payment thereof shall have been made in accordance with the provisions of Section 7.01 of the Indenture; Lessee shall pay on the dates and in the manner specified in the Indenture, directly to the Trustee for the benefit of the Bondholders, for the credit of the Lessor against its obligations under the Bonds, all amounts which are required to be paid by Lessor pursuant to the Indenture, including, without limitation, payments to the Funds and Accounts established pursuant thereto.

SECTION 5. It is hereby acknowledged and agreed that the payment of principal of, premium, if any, and interest on the Series 1991 Bonds and any other amounts required to be paid pursuant to the Series 1991 Indenture constitute "amounts to be paid to any trustee" as such terms are used in Section 3.1-8 of the Lease and that the Series 1991 Bonds constitute "other bonds" as that term is used in the heading of Section 3.1-8 of the Lease.

In addition, the following shall be added following the end of Section 3.1-8 notwithstanding the obligation of the Lessee to make any other payments under this Lease:

(a) Lessee shall pay directly to the Trustee for the benefit of the holders of the Bonds all amounts needed to make payments as and when due of principal, premium, if any, and interest on the Bonds. Unless the Trustee has called Bonds for redemption prior to their maturity pursuant to Article V of the Indenture, Lessee shall make payments to the Trustee on a monthly basis as follows:

(i) Commencing on or before the twentieth (20th) day of the first full month following the issuance and delivery of the Bonds, and on or before the twentieth (20th) of each month thereafter, but in each case prior to the next interest payment date for the Bonds, Lessee shall pay to the Trustee for deposit into the Bond Interest Fund approximately equal monthly payments which collectively will equal the total amount of interest payable on the Bonds on the next interest payment date for the Bonds as set forth in Sections 2.03(a) and (b) of the Indenture; and

(ii) Commencing on or before the twentieth (20th) day of March, 1993, and on or before the twentieth (20th) day of each month thereafter, Lessee shall pay to the Trustee for deposit into the Bond Principal Fund 1/12th of the aggregate amount of the principal payable on the Bonds on the next principal payment date for the Bonds as set forth in sections 5.03(a) and (b) of the Indenture.

(b) If the Trustee calls Bonds for redemption prior to their maturity pursuant to Article V of the Indenture (other than pursuant to the provisions of Section 5.03 (a) or (b) of the Indenture), Lessee shall pay to the Trustee on or before the tenth (10th) day preceding such redemption date the total amount of principal of and interest accrued to the redemption date on such Bonds.

(c) In addition to the foregoing payments, Lessee shall also pay the following amounts as and when the same become due:

(i) to the Trustee, the Trustee's reasonable fees and expenses for its services rendered under the Indenture;

(ii) to the Trustee for deposit into the Rebate Fund, all amounts payable as rebate on the Bonds pursuant to Section 3.15 of the Indenture and the Tax Regulatory Agreement.

(d) Any amounts paid by the Lessee under the Series 1991A Note shall be credited against the applicable payment referenced in this Section 3.1-8, conversely, Lessor hereby agrees that any payment made by or on behalf of the Lessee under the Lease shall be credited to amounts payable under the Series 1991A Note for the benefit of the Bondholders.

SECTION 6. The following new section is hereby added Article III:

3.1-10. Rent Deficiency. If at any time there shall be a deficiency in the rent payable under this Article III, the rent actually received by the Lessor shall be applied first, to payment of amounts then due under Section 3.1-1, second, to payment, pro rata (based upon the outstanding principal amount thereof) of amounts then due as principal and interest on the 1978 County Bonds and the 1978 City Bonds as provided in Section 3.1-3 and Section 3.1-4 and third, to payment of amounts then due under Section 3.1-8.

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SECTION 7. The Lessor and the Lessee hereby acknowledge and agree that the County's issuance of the Series 1991A Bonds satisfies the requirements of Section 3.3 of the Lease to provide for the full payment of the Series 1984 Bonds and the discharge and satisfaction of Lessor's obligations under the Series 1984 Indenture. It is further acknowledged and agreed that the County's issuance of the Series 1991B Bonds fulfills the County's agreement in Section 3.3 to issue revenue bonds to provide financing for the improvements referenced in Section 5.1 of the Lease.

SECTION 8. The following new Section 3.6 is hereby added to Article III:

Section 3.6 Pledge of Revenues; Priority of Payments.

- (a) The Lessor and the Lessee hereby pledge the Revenues (as defined in the Master Indenture) of the Hospital for the benefit of the holders of the Series 1991 Bonds and for the payment of all other amounts due under the Lease.
- (b) Subject to the provisions of Section 3.1-10 herein, prior to the occurrence of an Event of Default hereunder, the Revenues of the Hospital may be utilized by the Lessee in accordance with the provisions of Sections 19.2 and 26.5 (as such sections are amended pursuant to this Supplement).
- (c) Following the occurrence of an Event of Default and regardless of whether the Lease remains in effect or the Lessee is in possession of the Hospital, the Revenues of the Hospital shall be applied first to the payments of all amounts payable under the Lease by the Lessee other than amounts payable with respect to the principal of, premium, if any and interest on the Series 1991 Bonds in accordance with Section 3.1-8 of the Lease and then to the amounts payable under said Section 3.1-8 of the Lease; it being the intention of the parties hereunder that upon the occurrence of an Event of Default hereunder, if the Lessor exercises any remedy available to it under Section 18.2 hereunder, the Revenues of the Hospital shall nevertheless be applied to the satisfaction of the obligations of the Lessee under this Lease notwithstanding the termination of the Lease or the substitution of another entity as lessee or operator of the Hospital. The provisions of this Section 3.6 shall survive the termination of the Lease.

SECTION 9. The following new sections 7.6 and 7.7 are hereby added to Article VII:

7.6 Status under Master Indenture. The Lessee hereby represents and warrants that (a) the Lessee acknowledges that the County constitutes a Related Issuer (b) the Series 1991 Bonds constitute Related Bonds and (c) the Lessee is a Member of the Obligated Group.

7.7 Lessee to perform under Indenture. The Lessee will perform all actions and agrees to otherwise comply with all requirements applicable to the Lessee set forth in the Indenture.

SECTION 10. The final sentence of Article XIV is hereby deleted in its entirety and the following sentence is hereby inserted therein:

The foregoing notwithstanding, Lessee shall fully and timely satisfy its obligations under Section 4.10 of the Master Indenture as well as Lessor's obligations under Section 5.02 of the Indenture, which sections are incorporated herein by this reference for all purposes.

SECTION 11. The penultimate sentence of Article XV is hereby deleted in its entirety and the following sentence is hereby inserted therein:

The foregoing notwithstanding, Lessee shall fully and timely satisfy its obligations under Section 4.11 of the Master Indenture as well as Lessor's obligations under Section 5.02 of the Indenture, which sections are incorporated herein by this reference for all purposes.

SECTION 12. Section 18.1A of the Lease is hereby amended by adding the following:

and provided further, that with respect to payments of Rent under Section 3.1-8, Lessee shall not be in default hereunder unless such failure is not cured within ten (10) days (eight (8) days with respect to any payment due on February 20) following the date such amounts are payable pursuant to Section 3.1-8.

SECTION 13. Section 19.2 of the Lease is hereby amended by adding the following clause (g):

(g) Any lien resulting from the inclusion of the Lessee as a Member of the Obligated Group under the Master Indenture.

SECTION 14. The references in Article XX of the Lease to Articles V and VII of the Indenture are amended to refer to Articles III and IV of the Series 1991 Indenture, and the reference therein to the Supplemental Indenture is deleted.

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DEWEY DECIMAL CLASSIFICATION 372.01
MERIDIAN 60-8596

SECTION 15. The following sentence is added to Section 21.2:

Lessee shall further indemnify and hold the Trustee, the Bondholders, Lessor, the members of the Board of Trustees, the members of the Board of Supervisors, the members of the Board of Aldermen and the Mayor of the City harmless from and against any liability, loss, damage, deficiency, cost or expense (including, without limitation, reasonable attorneys' fees and associated costs and expenses) resulting from any actions relating to issuance of the Bonds and the Master Notes.

SECTION 16. The second sentence of Section 26.5 is hereby amended by adding a comma after the words "affiliated entities" in clause (iv) thereof and by adding the following thereafter:

(v) amounts paid by Lessee to the Obligated Group Representative or the Master Trustee pursuant to the provisions of the Master Indenture and (vi) amounts paid by the Lessee to the Trustee pursuant to the provisions of this Lease.

SECTION 17. The following new section is added to Article XXVI:

26.11 Arbitrage and Tax Matters. Lessee covenants and represents for the benefit of each owner of the Bonds that it will not make or permit any use of the proceeds of the Bonds or the monies in any of the funds established by the Indenture, or take any other action, which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or "hedge bonds" within the meaning of Section 149 of the Code. Lessee covenants that it will comply with the applicable requirements of Section 148 of the Code so long as any of the Bonds are outstanding. Lessee shall deliver to the County certificates in such reasonable form as the County shall specify upon which the County may rely in furnishing the certificates required by Section 6.02 of the Indenture. Lessee covenants and agrees to comply with the provisions of the Tax Regulatory Agreement.

SECTION 18. All representations and warranties of the Lessor and the Lessee are restated as of the date hereof. Except as specifically set forth herein, the provisions of the Lease remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed by their duly authorized officials or

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APPRC

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of April, 1991, within my jurisdiction, the within named Ray Sockwell and Bill Plunk, duly identified before me, who acknowledged that they are President and Clerk, respectively, of the Board of Supervisors of Lafayette County, Mississippi, a political subdivision of the State of Mississippi and that for and on behalf of said Board of Supervisors, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

Meri Jo Marian
Notary Public

My Commission Expires:
4/28/93

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of April, 1991, within my jurisdiction, the within named John O. Leslie and Virginia H. Chrestman, duly identified before me, who acknowledged that they are Mayor and Clerk, respectively, of the City of Oxford, Mississippi, a municipal corporation, and that on behalf of said City, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by the Mayor and Board of Aldermen of said City so to do.

Meri Jo Marian
Notary Public

My Commission Expires:
4/28/93

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of April, 1991, within my jurisdiction, the within named Joseph M. Powell and Charles L. Baker, duly identified before me, who acknowledged that they are the President and Secretary, respectively, of Baptist Memorial Hospital-North Mississippi, Inc., a non-profit corporation, and that on behalf of said corporation, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Regina M. Lambert
Notary Public

My Commission Expires:
June 29, 1993

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STATE OF MISSISSIPPI
LAFAYETTE COUNTY
I, BILL PLUNK Chancery Clerk of Lafayette County in said State hereby certify that the within Instrument was filed for record at 9:15 o'clock A. M, on the 19 day of April 1991 and duly recorded in book 408 on page 197 under my hand and seal of office the 19 day of April A.D., 1991
BILL PLUNK, Clerk
By: Henrietta Coleman sec.

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DEMENT-MERIDIAN 60-8596

Legal Description

Parcel One

Commencing at an 8 inch wood post, commonly accepted as being the northeast corner of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi, thence South 00 degrees 16 minutes 10 seconds West, a distance of 60.86 feet to a point in the projected south line of Elliot Drive (60' Right of Way), thence North 89 degrees 43 minutes 50 seconds West, a distance of 274.12 feet to the True Point of Beginning of this parcel, being a set ½ inch rebar with cap (PLS 2875), said rebar being the northeast corner of this survey, also being the northwest corner of the John Stephens Scott et ux property (344/247); thence along the common boundary line between this survey and the Scott property the following five (5) courses: thence South 00 degrees 35 minutes 43 seconds West, a distance of 188.64 feet to a set ½ inch rebar with cap (PLS 2875); thence South 89 degrees 24 minutes 17 seconds East, a distance of 20.00 feet to a set ½ inch rebar with cap (PLS 2875); thence South 00 degrees 35 minutes 43 seconds West, a distance of 45.00 feet to a set ½ inch rebar with cap (PLS 2875); thence North 89 degrees 24 minutes 17 seconds West, a distance of 10.00 feet to a set ½ inch rebar with cap (PLS 2875); thence South 00 degrees 35 minutes 43 seconds West, a distance of 56.36 feet to a set ½ inch rebar with cap (PLS 2875) in the south line of the Scott property, also being in the north line of the Graceland Care Center of Oxford LLC property (459/594); thence along the common line between this survey and the Graceland Care property the following two (2) courses: thence North 89 degrees 24 minutes 17 seconds West, a distance of 10.00 feet to a set ½ inch rebar with cap (PLS 2875); thence South 00 degrees 35 minutes 43 seconds West, a distance of 510.25 feet to a set ½ inch rebar with cap (PLS 2875) in the north line of Belk Blvd. (realigned) (55' Right of Way), said rebar being an exterior corner of this survey; thence along the north line of said Belk Blvd, thence with a curve turning to the left with an arc length of 110.36 feet, with a radius of 227.50 feet, with a chord bearing of South 77 degrees 32 minutes 53 seconds West, with a chord length of 109.29 feet to a point; thence North 76 degrees 10 minutes 31 seconds West a distance of 141.04 feet to a point; thence South 01 degrees 23 minutes 59 seconds East, a distance of 151.28 feet to a point in the north line of Belk Blvd; thence South 44 degrees 32 minutes 27 seconds West, a distance of 47.31 feet to a set ½ inch rebar with cap (PLS 2875); thence with a curve turning to the right with an arc length of 122.52 feet, with a radius of 170.34 feet, with a chord bearing of South 65 degrees 08 minutes 52 seconds West, with a chord length of 119.90 feet to a set ½ inch rebar with cap (PLS 2875); thence South 85 degrees 45 minutes 16 seconds West, a distance of 312.30 feet to a set ½ inch rebar with cap (PLS 2875) being an exterior corner of this survey; thence North 25 degrees 26 minutes 54 seconds West a distance of 66.26 feet to a set ½ inch rebar with cap (PLS 2875) being an interior corner of this survey; thence South 77 degrees 44 minutes 23 seconds West, a distance of 66.06 feet to a set ½ inch rebar with cap (PLS 2875) in the east line of South Lamar Blvd (60' Right of Way), said rebar being an exterior corner of this survey; thence in a northerly direction, along the east line of said South Lamar Blvd and the west line of this survey the following three (3) courses: thence with a curve turning to the right with an arc length of 367.12 feet, with a radius of 1898.88 feet, with a chord bearing of North 08 degrees 26 minutes 14 seconds East, with a chord length of

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366.55 feet to a set ½ inch rebar with cap (PLS 2875); thence North 13 degrees 58 minutes 33 seconds East, a distance of 324.46 feet to a set ½ inch rebar with cap (PLS 2875); thence with a curve turning to the left with an arc length of 332.25 feet, with a radius of 1916.20 feet, with a chord bearing of North 09 degrees 00 minutes 31 seconds East, with a chord length of 331.83 feet to a set ½ inch rebar with cap (PLS 2875) at the intersection of the east line of South Lamar Blvd and the south line of said Elliot Drive, also being the northwest corner of this survey; thence along the south line of Elliot Drive and the north line of this survey South 89 degrees 43 minutes 50 seconds East, a distance of 610.62 feet to the True Point of Beginning and containing 15.31 acres, more or less.

The above described property is a portion of the property known as the Oxford Lafayette County Medical Center.

The above described parcel is subject to any and all easements, recorded or unrecorded, shown or not shown on the plat of survey.

PARCEL TWO

Commencing at an 8 inch wood post, commonly accepted as being the northeast corner of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi, thence South 00 degrees 00 minutes 00 seconds West, a distance of 1077.27 feet to a point; thence North 90 degrees 00 minutes 00 seconds West, a distance of 520.81 feet to a set ½ inch rebar with cap (PLS 2875) being the True Point of Beginning; said rebar being in the South line of Belk Blvd (realigned) (55' Right of Way), also being in the west line of the Drs. Hunt/Patton L.L.C. property (513/611), and being the northeast corner of this survey; thence along the east line of this survey, and the west line of the Hunt/Patton property, South 01 degrees 28 minutes 42 seconds East, a distance of 261.83 feet to a found ¾" iron pipe being the southeast corner of this survey, also being the southwest corner of the Hunt/Patton property; also being in the north line of the Baptist Memorial Hospital North MS Inc. property (405/150); thence along the south line of this survey, also being the north line of the Baptist property the following three (3) courses: thence North 68 degrees 59 minutes 37 seconds West, a distance of 131.70 feet to a point; thence North 71 degrees 40 minutes 57 seconds West, a distance of 91.67 feet to a point; thence North 73 degrees 42 minutes 50 seconds West, a distance of 160.32 feet to a set ½ inch rebar with cap (PLS 2875) in the east line of Jeff Davis Drive (55' Right of Way) being the southwest corner of this survey; thence along the east line of Jeff Davis Drive and the west line of this survey, North 04 degrees 14 minutes 14 seconds West, a distance of 61.89 feet to a set ½ inch rebar with cap (PLS 2875) at the intersection of the east line of Jeff Davis Drive and the south line of Belk Blvd, said rebar also being the northwest corner of this survey; thence along the south line of Belk Blvd and the north line of this survey the following two (2) courses: thence North 85 degrees 45 minutes 16 seconds East, a distance of 222.50 feet to a set ½ inch rebar with cap (PLS 2875); thence with a curve turning to the left with an arc length of 156.26 feet, with a radius of 225.34 feet, with a chord bearing of North 65 degrees 53 minutes 17 seconds East, with a chord length of 153.15 feet to the True Point of Beginning and containing 1.15 acres, more or less.

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The above described property is a portion of the property known as the Oxford Lafayette County DOCUMENT MERIDIAN 60-8596

Medical Center.

The above described property is subject to any and all easements, recorded or unrecorded, shown or not shown on the plat of survey.

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DEMENT-MERIDIAN 60-8596

EXHIBIT C**Lessor's Equipment**

All equipment, furniture and furnishings on hand as of the Commencement Date of the Lease (May 1, 1989) and set forth on Schedule 8 of the Lease, with the exception of items removed from the Leased Premises and disposed of by Buyer in accordance with Section 11.3 of the Lease, and all replacements, substitutions or enhancements thereof.

MINUTE BOOK No. 61, CITY OF OXFORD**EXHIBIT D**

DEMENT-MERIDIAN 60-8596

Project Description**Replacement Facility For
Baptist Memorial Hospital – North Mississippi****Project Description**

The proposed Replacement Hospital for BMH – North Mississippi will be designed to accommodate 217 to 250 beds and located on approximately 50 acres. The new facility will consist of approximately 500,000-600,000 square feet and will provide more capacity for increased volumes for key clinical services such as Outpatient services, Emergency services, Imaging, Surgery as well as Critical Care Beds. Major clinical and patient care areas will be designed to accommodate state-of-the-art medical equipment and information technology systems.

The large site, expected to exceed 50 acres, will allow the Replacement Hospital to be positioned and master planned in such a manner as to provide unimpeded future growth for major clinical departments as well as support services. The site allows other development opportunities, such as Medical Office Buildings and other medical facilities, to create an integrated medical campus.

Access into the site will be planned to facilitate a smooth vehicular traffic flow. Ambulance and service related vehicle traffic will be separated from visitor and patient entrance points. Convenient parking zones will be provided for visitors and patients at key entry points that include the main hospital lobby, emergency walk-in and outpatient entry. Separate parking zones will be provided for hospital staff and physicians.

The new Replacement Hospital is projected to be a multi-story facility, and will be designed to facilitate easy access and wayfinding for visitors and patients as they move to their intended destinations. This will be accomplished through design of open spaces, natural light and also with convenient signage providing visual cues. The public amenities of concierge/reception, dining/food service, retail, chapel, patient admissions, volunteer services, etc. will be conveniently located around the main two-story lobby.

Design and relationships of the Replacement Hospital departments will be located to facilitate an operationally efficient and functional layout for ease of flow and access for patients, staff and physicians. Internal traffic patterns will separate staff and physician flow from public corridors.

Patient rooms will be private occupancy, larger and feature work zones for the nurse in addition to patient and family accommodations. Design features in the patient rooms will create a healing environment with larger windows and hospitality-inspired finishes that are easily maintained. Special considerations will be given for patient safety. Convenient bedside

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DEMENT-MERIDIAN 60-8596

electronic charting will be available for the nurses, and nursing units will feature decentralized work zones that put the nurses closer to the patients.

The building will be grade A construction and its exterior will feature a combination of brick, stone and glass. The design will take advantage of natural light to provide a hospitality and wellness environment, while, at the same time, provide energy efficiency of building systems.

The building will be equipped consistent with its scope of services and consistent with its status as a regional referral center, and the equipment budget is expected to exceed \$50,000,000.

MINUTE BOOK No. 61, CITY OF OXFORD

EXHIBIT E

DEMENT-MERIDIAN 60-8596

Property Parcels Released from Lease

<u>Description</u>	<u>Location</u>	<u>Deed Recorded As:</u>
Roy-Clark Property	Land adjacent to former Lafayette Co. Factory Building; also adjoins Dr. Randle's & Wilson's Property	Baptist Memorial Hospital-North MS, Inc.
Wood & Linda Wilson Property	2500 Jeff Davis Extended	Baptist Memorial Hospital-North MS, Inc.
Azaleas Lot 10 & 11 Diagnostic & Cancer Center	Azalea Drive	Baptist Memorial Hospital-North MS, Inc.

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EXHIBIT 2.02(a) - QUITCLAIM DEED

DEMENT-MERIDIAN 60-8596

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DEMENT-MERIDIAN 60-8596

This Instrument Prepared by and return to:

Milton D. Hobbs, Jr.
Mississippi State Bar No. 101924
Harris Shelton Hanover Walsh, PLLC
829 North Lamar Blvd., Suite 2
Oxford, MS 38655
Phone: (662) 234-7447

GRANTORS ADDRESSES:

Lafayette County, Mississippi
Board of Supervisors
300 North Lamar Boulevard
Post Office Box 1240
Oxford, Mississippi 38655
Attention: Lloyd Oliphant, President
(662) 236 - 2717

GRANTEE'S ADDRESS:

Baptist Memorial Hospital-North Mississippi, Inc.,
a Mississippi Non-Profit Corporation
350 N. Humphreys Boulevard, Suite 545
Memphis, Tennessee 38120-2177
Attention: Gregory M. Duckett, Esq.
(901) 227-5233

City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
Attention: Mayor George "Pat" Patterson
(662) 232-2340

INDEXING INFORMATION:

A fraction of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, of Lafayette County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **LAFAYETTE COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi and the CITY OF OXFORD, MISSISSIPPI, a Mississippi municipal corporation (hereinafter collectively referred to as the "Grantors")** do hereby grant, quitclaim and convey unto **BAPTIST MEMORIAL HOSPITAL – NORTH MISSISSIPPI, INC., a Mississippi non-profit corporation (hereinafter referred to as the "Grantee")** the real estate lying and being situated in Lafayette County, Mississippi, as described on Exhibit "A" attached hereto, together with all improvements located on the real estate (hereinafter referred to as the "Hospital and Hospital Site").

It is the intent of Grantors to convey to Grantee that property which is held by the Grantors as described in that certain Amendment to Hospital Lease dated February 7, 1990 and found among the land records of the Chancery Court Clerk of Lafayette County in Deed Book 400, at Page 276, whether or not the Hospital and Hospital Site is properly described in this instrument.

This conveyance is subject to that certain Memorandum of Covenants dated the same day as and which has been filed contemporaneously with this Quitclaim Deed. This conveyance is further subject to that certain Right of First Refusal and Right of Repurchase Agreement dated the same day as and which has been filed contemporaneously with this Quitclaim Deed.

The Grantors hereby retain and reserve all mineral rights that they own, together with the right of ingress and egress to remove same.

This Quitclaim Deed is made pursuant to that certain Resolution adopted by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, at its meeting on August __, 2011 and said Resolution is recorded in Minute Book __ of the Minutes of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, which minutes are on file in the office of the Clerk of said City and State, to which reference is hereby made.

This Quitclaim Deed is also made pursuant to that certain Resolution adopted by the Board of Supervisors of Lafayette County, Mississippi, at its meeting on August __, 2011 and said Resolution is recorded in Minute Book __ of the Minutes of the Board of Supervisors of Lafayette County, Mississippi, which minutes are on file in the office of the Clerk of said County and State.

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DEMENT-MERIDIAN 60-8596

The fact that the sale, transfer and conveyance of the Hospital and Hospital Site to the Grantee from the Grantors herein is by Quitclaim Deed without warranty of title shall in no way act to relieve the Grantors from any and all of their obligations and duties to be performed in accordance with the terms and conditions of that certain Hospital Purchase and Sale Agreement dated _____, 2011 by and among the Grantors and the Grantee (the "Hospital Purchase Agreement"), nor shall such fact relieve the Grantors from any of their liabilities related to those certain and separate Seller's Affidavits executed by the Grantors on the date hereof.

Possession of the Hospital and Hospital Site shall be granted with delivery of this Quitclaim Deed.

WITNESS the execution of this instrument on this _____ day of August, 2011.

**CITY OR MUNICIPALITY OF OXFORD,
LAFAYETTE COUNTY, MISSISSIPPI**

By: _____
George "Pat" Patterson, Mayor

By: _____
Lisa D. Carwyle, City Clerk

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
Lloyd Oliphant, President of the Board

By: _____
Sherry Wall, Clerk of the Board of

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for the said County and State, the within named **George "Pat" Patterson, Mayor of the City of Oxford, Mississippi, and Lisa D. Carwyle, Clerk of the City of Oxford, Mississippi** who each acknowledged that they signed and delivered the above and foregoing Quitclaim Deed on the day and year, therein expressed, and pursuant to the authority granted by the Board of Aldermen of said City and State, acting for and on behalf of said City of Oxford, Mississippi.

Given under my hand and official seal on this, the ___ day of August, 2011.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for the said County and State, the within named **Lloyd Oliphant, President, and Sherry Wall, Clerk, of the Board of Supervisors of Lafayette County, Mississippi** who each acknowledged that they signed and delivered the above and foregoing Quitclaim Deed on the day and year therein stated, and on behalf of and as the act and deed of said Lafayette County, Mississippi, after being authorized by Lafayette County, Mississippi to do so.

Given under my hand and official seal on this, the ___ day of August, 2011.

Notary Public

My Commission Expires: _____

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EXHIBIT "A"

Description of the Hospital and Hospital Site

EXHIBIT 2.02(b) – STANDARD OWNER’S AFFIDAVIT

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DEMENT-MERIDIAN 60-8596

SELLER'S/OWNER'S AFFIDAVIT

State of Mississippi
County of Lafayette

I _____, on behalf of _____, being first duly sworn, on oath depose and state that I own the following described property:

_____ has owned the property now being sold continuously for ___ years and the enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I know of any facts by reason of which the title to said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me, and more particularly, to my knowledge:

- 1. Baptist Memorial Hospital-North Mississippi, Inc. has leased the property and been in full possession thereof since May 31, 1989, by virtue of a Hospital Lease Agreement, including all amendments thereto (the "Lease").
2. The Seller/Owner during the time of ownership of the premises above described has conveyed no portion of the premises nor granted any easements in the premises. This representation is limited to matters known to the Seller based on a search of its Minute Books beginning on June 14, 1979, to the present, and it excludes rights prescribed to the Seller by its use of the premises and as a governmental entity, as well as permissive uses of the property granted by the Seller during its ownership.
3. The Seller/Owner has not encroached upon any property of adjoining land owners.
4. The Seller/Owner has no knowledge of adverse rights of possession.
5. The Seller/Owner at present, and for a period of 365 days past, has caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has contracted for any material to be delivered to the premises for which charges therefore remain unpaid.
6. The Seller/Owner has no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds or lakes bordering or running through said premises.
7. The undersigned has no knowledge of any due taxes or special assessments.
8. The undersigned knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
9. The undersigned has no knowledge of any bankruptcies against said owner(s), either in the aforesaid county or any other county in the aforesaid state.

Seller/Owner understands that Baptist Memorial Hospital - North Mississippi, Inc., and its affiliated entities, are knowledgeable of the property, as well as existing conditions and changes, improvements and modifications to the property, since the inception of the Lease, and has obtained or will obtain a Title Commitment and an "As-Built" Survey, and therefore this Affidavit is hereby made subject to any and all matters thereof, and to all matters which are known to Baptist Memorial Hospital-North Mississippi, Inc. and those that should be known by virtue of its possession and due diligence. This Affidavit is given to induce Chicago Title Insurance Company to issue its title insurance policy or policies in reliance upon any of the statements contained herein.

State of Mississippi
County of Lafayette

Sworn to and subscribed before me, this the _____ day of _____, 2011.

Notary Public

My Commission Expires:

MINUTE BOOK No. 61, CITY OF OXFORD

EXHIBIT 2.02(c) - BILL OF SALE

DEMENT-MERIDIAN 60-8596



MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

BILL OF SALE AND ASSIGNMENT

1. Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.02(d) of that certain Hospital Purchase and Sale Agreement dated as of August 1, 2011 (the "Purchase Agreement"), to which **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi, acting through its Board of Supervisors (hereinafter referred to as the "County" or the "Board of Supervisors"), the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (hereinafter referred to as the "City") (the County and the City are also hereinafter referred to as the "Seller") and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation (hereinafter referred to as the "Buyer"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of August 18, 2011, all of Seller's right, title and interest in and to the tangible and intangible property described in Sections 1.01(a), 1.01(b) and 1.01(c) of the Purchase Agreement (the "Assets") and subject to the Assets' being conveyed without any warranties, claims or guaranties as specified in Section 1.12 of the Purchase Agreement. The Assets specifically include:

(a) all improvements to Baptist Memorial Hospital-North Mississippi (the "Hospital") made or effected by Buyer when it was the Lessee of the Hospital pursuant to a Hospital Lease Agreement (the "Lease"), dated May 31, 1989, as amended. Such improvements, as contemplated by Section 10.2 of that Lease include any and all renovations, alterations, structural additions and capital improvements made by Buyer as Lessee of the Hospital; and

(b) all equipment designated as Lessor's Equipment in Exhibit C of the Purchase Agreement.

2. Further Actions. Seller covenants and agrees, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer all of the Assets, all at the sole cost and expense of Seller.

3. Power of Attorney. Without limiting Section 2 hereof, Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

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(c) ~~to do all things legally permissible, required or reasonably deemed by Buyer to be~~ required to recover and collect the Assets and to use Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of same,

Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

4. Terms of the Purchase Agreement. This Bill of Sale is given pursuant to the Purchase Agreement, and the transfer of the Assets hereunder is made subject to the terms and provisions of the Purchase Agreement, and Seller and Buyer hereby acknowledge and agree that all conveyances, transfers and assignments hereunder are made pursuant to the Purchase Agreement. This instrument is intended solely to restate, and not in any manner to amend, modify, enlarge or limit any warranties or agreements contained in the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale as of _____, 2011.

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
Lloyd Oliphant, President of the Board
of Supervisors of Lafayette County,
Mississippi

By: _____
Sherry J. Wall, Chancery Clerk of
Lafayette County, Mississippi

**CITY OR MUNICIPALITY OF
OXFORD, LAFAYETTE COUNTY,
MISSISSIPPI**

By: _____
George "Pat" Patterson, Mayor

By: _____
Lisa D. Carwyle, City Clerk

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BAPTIST MEMORIAL HOSPITAL, BEMENT-MERIDIAN 60-8596

MISSISSIPPI, INC.

By: _____
Title: _____

(SEAL)
Attest: _____
Title: _____

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

EXHIBIT 2.02(d) - LEASE TERMINATION

MINUTE BOOK No. 61, CITY OF OXFORD

TERMINATION OF LEASE AGREEMENT

DEMENT-MERIDIAN 60-8596

THIS TERMINATION OF LEASE AGREEMENT by and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi (hereinafter referred to as the "County"), and the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (hereinafter referred to as the "City") (the County and the City are also hereinafter referred to as the "Lessor") and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation ("Lessee")(collectively, the "Parties") is entered into effective as of _____, 2011.

WITNESSETH:

WHEREAS, the Lessor and Lessee entered into a Hospital Lease Agreement dated as of the 31st day of May, 1989 (the "Lease"), as amended, whereby the Lessor leased to the Lessee the Leased Premises as defined by Section 1.1 of the Lease and as described in Exhibit "A" and Schedule 8 thereto;

WHEREAS, the Parties subsequently agreed to amend the Lease to include an Option to Purchase, whereby Lessee could elect to purchase all of the real and personal property and interest the Lessor maintains in the Leased Premises (the "Option to Purchase");

WHEREAS, the Lessee has exercised such Option to Purchase and the Parties have entered into that certain Hospital Purchase and Sale Agreement, effective as of _____, 2011 (the "Purchase Agreement"), Section 1.09 of which provides for termination of the Lease upon execution of the Purchase Agreement, subject to certain Articles and Sections of the Purchase Agreement and Section 2.02(d) of which requires the Lessor (as Seller under the Purchase Agreement) to execute and deliver to Lessee (Buyer under the Purchase Agreement) on the Closing Date (as defined in the Purchase Agreement) an acknowledgment of the Lease's termination;

WHEREAS, the Parties desire to acknowledge the termination of the Lease as of the Closing Date of said Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Parties do hereby agree to and acknowledge the following:

1. The Lease is terminated and no longer in force and effect and neither the Lessor nor the Lessee have any right, interest, obligation or liability pursuant to the Lease. In addition to the property described in the Lease, the parcels of property identified on Exhibit A attached hereto are hereby released from the Lease. The parties acknowledge that the parcels of property identified on Exhibit B attached hereto have never been, and are not now, subject to the provisions of the Lease.
2. This Termination of Lease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an

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DEMENT-MERIDIAN 60-8596

~~original and all of which taken together shall constitute one and the same instrument.~~

3. All of the terms of this Termination of Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
4. The Chancery Clerk of Lafayette County is hereby authorized and directed to cancel of record, by marginal entry thereon, the Lease recorded at Book 394, Page 520.

[Signatures on Next Page]

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

CITY OR MUNICIPALITY OF OXFORD,
LAFAYETTE COUNTY, MISSISSIPPI

By: _____
George "Pat" Patterson, Mayor

By: _____
Lisa D. Carwyle, City Clerk

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
Lloyd Oliphant, President of the Board
of Supervisors

By: _____
Sherry J. Wall, Chancery Clerk of
Lafayette County, Mississippi

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.

By: _____

Title: _____

(SEAL)

Attest: _____

Title: _____

[Acknowledgments on Next Page]

MINUTE BOOK No. 61, CITY OF OXFORD

STATE OF MISSISSIPPI

DEMENT-MERIDIAN 60-8596

COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for the said County and State, the within named **George "Pat" Patterson, Mayor of the City of Oxford, Mississippi, and Lisa D. Carwyle, Clerk of the City of Oxford, Mississippi** who each acknowledged that they signed and delivered the above and foregoing Quitclaim Deed on the day and year, therein expressed, and pursuant to the authority granted by the Board of Aldermen of said City and State, acting for and on behalf of said City of Oxford, Mississippi.

Given under my hand and official seal on this, the ___ day of August, 2011.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for the said County and State, the within named **Lloyd Oliphant, President of the Board of Supervisors of Lafayette County, Mississippi, and Sherry J. Wall, Chancery Clerk of Lafayette County, Mississippi** who each acknowledged that they signed and delivered the above and foregoing Quitclaim Deed on the day and year therein stated, and on behalf of and as the act and deed of said Lafayette County, Mississippi, after being authorized by Lafayette County, Mississippi to do so.

Given under my hand and official seal on this, the ___ day of August, 2011.

Notary Public

My Commission Expires: _____

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

STATE OF _____)
:
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this __ day of _____, 2011, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is the President (or other officer authorized to execute the instrument) of **Baptist Memorial Hospital-North Mississippi, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

Notary Public

[SEAL]

My commission expires: _____

MINUTE BOOK No. 61, CITY OF OXFORD
INSTRUMENT PREPARED BY:

DEMENT-MERIDIAN 60-8596

CITY

(WITH COPY TO)

COUNTY:

(WITH COPY TO)

LESSEE:

(WITH COPY TO)

INDEXING INSTRUCTIONS:

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

<u>Description</u>	<u>Location</u>	<u>Deed Recorded As:</u>
Roy-Clark Property	Land adjacent to former Lafayette Co. Factory Building; also adjoins Dr. Randle's & Wilson's Property	Baptist Memorial Hospital-North MS, Inc.
Wood & Linda Wilson Property	2500 Jeff Davis Extended	Baptist Memorial Hospital-North MS, Inc.
Azaleas Lot 10 & 11 Diagnostic & Cancer Center	Azalea Drive	Baptist Memorial Hospital-North MS, Inc.

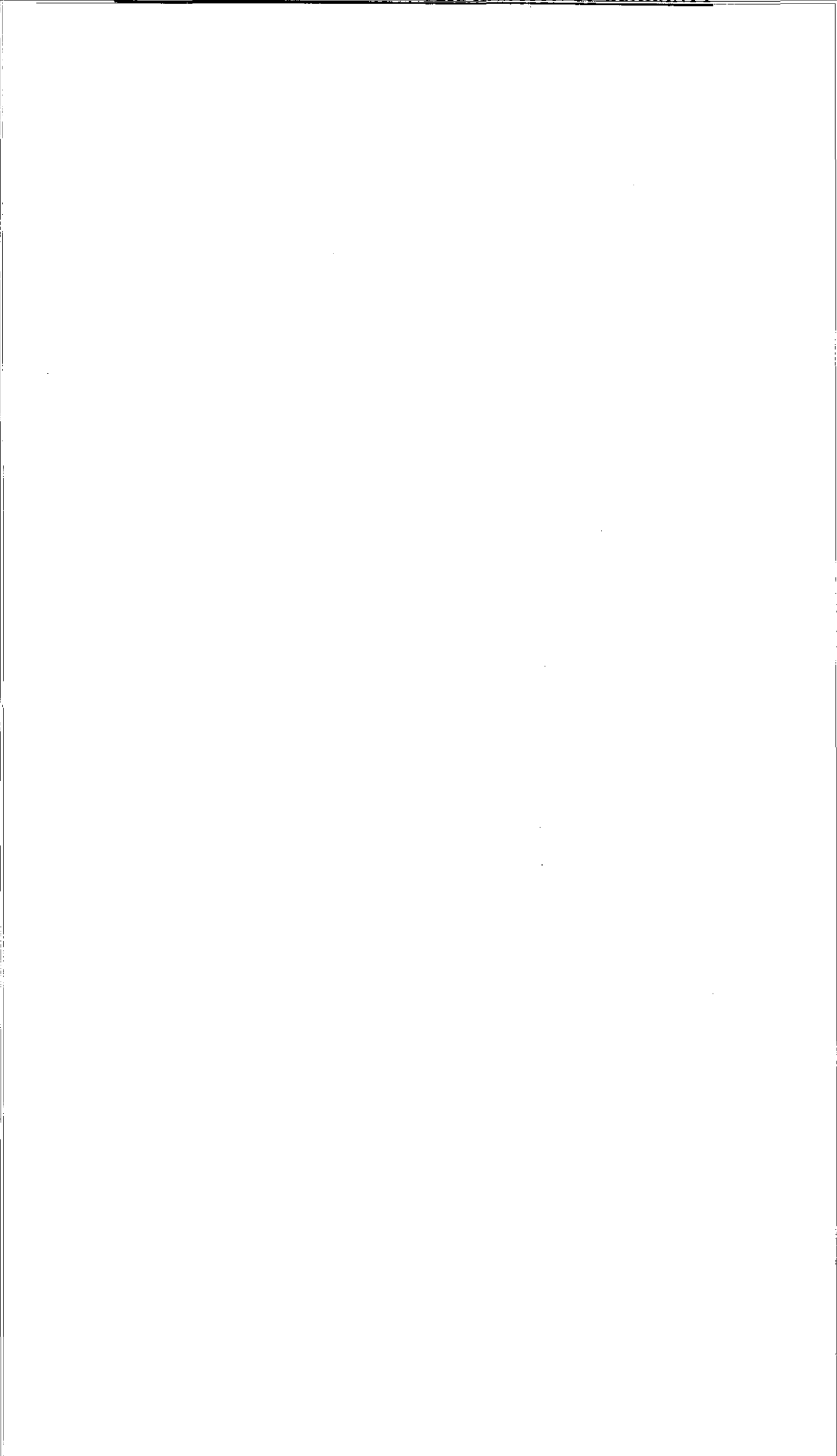
MINUTE BOOK No. 61, CITY OF OXFORD
EXHIBIT B

DEMENT-MERIDIAN 60-8596

<u>Description</u>	<u>Location</u>	<u>Deed Recorded As:</u>
Terry & Rebecca Morris Property	South Side of Belk Street and Medical Park Drive (former Mother Goose Day Care Property)	Baptist Memorial Medical Group, Inc.
Land Purchase from Drs. Hobbs, Randle & First Baptist Church of Oxford	Medical Park Drive (adjacent to former Internal Medicine Clinic Building)	Baptist Memorial Medical Group, Inc.

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EXHIBIT 2.02(e) - RELEASE AND TERMINATION OF GUARANTY DEMENT-MERIDIAN 60-8596



MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

RELEASE OF GUARANTY

WHEREAS, on May 31, 1989 (the "Execution Date") Baptist Memorial Health Care System, Inc., a Tennessee non-profit corporation ("Guarantor"), executed and delivered that certain Guaranty Agreement (the "Guaranty") in favor of Lafayette County, Mississippi, a political subdivision of the State of Mississippi acting through its Board of Supervisors (the "County"), the City of Oxford, Mississippi, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (the "City") and the Board of Trustees of the Oxford Lafayette Medical Center (the "Trustees") (the County, the City and the Trustees are hereinafter referred to collectively as the "Beneficiary") in connection with a Hospital Lease Agreement (the "Lease") executed between the County, the City and Baptist Memorial Hospital-North Mississippi, Inc., a Mississippi non-profit corporation and an affiliate of Guarantor (the "Affiliate"), whereby the Guarantor irrevocably guaranteed the full and prompt performance by the Affiliate of certain duties and obligations of the Affiliate under the Lease;

WHEREAS, the Trustees ceased to exist after said Lease was executed and Affiliate began operating the Hospital;

WHEREAS, prior to the end of the Lease term, the Affiliate and the County and the City entered into an Agreement whereby such parties agreed that the Affiliate would purchase the Hospital from the County and the City pursuant to a Hospital Purchase and Sale Agreement (the "Hospital Purchase Agreement") and that upon the closing under said agreement the Lease would terminate; and

WHEREAS, the parties now desire to terminate the Guaranty.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises, and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties agree as follows:

1. The County and the City as Beneficiary under the Guaranty, do hereby release, acquit and discharge Baptist Memorial Health Care System, Inc. as Guarantor under the Guaranty, from any liability, duty or obligation, known or unknown, in law, equity or otherwise, asserted or not asserted which Beneficiary has, ever had, or may in the future have arising from or related to the Guaranty.

2. This Release of Guaranty is intended solely to address Baptist Memorial Health System, Inc.'s obligations as Guarantor under the Guaranty, and not in any manner to amend, modify, enlarge or limit Baptist Memorial Health Care Corporation's obligations contained in the Hospital Purchase Agreement.

3. This Release of Guaranty is given as of the closing date of the acquisition of the Hospital by the Affiliate pursuant to the Hospital Purchase Agreement and upon termination of the Lease and may be executed by the Beneficiary in one or more counterparts, such counterpart versions when fully executed to be one original document, dated as of the date of the last signature of such Beneficiary.

BENEFICIARY:

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

**CITY OR MUNICIPALITY OF
OXFORD, LAFAYETTE COUNTY,
MISSISSIPPI**

By: _____
George "Pat" Patterson, Mayor

By: _____
Lisa D. Carwyle, City Clerk

**BENEFICIARY
LAFAYETTE COUNTY, MISSISSIPPI**

By: _____
Lloyd Oliphant, President of the Board
of Supervisors

By: _____
Sherry J. Wall, Chancery Clerk of
Lafayette County, Mississippi

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

EXHIBIT 2.03(a) - FOUNDATION TERMINATION AGREEMENT

MINUTE BOOK No. 61 CITY OF OXFORD

TERMINATION AGREEMENT

DEMENT-MERIDIAN 60-8596

THIS TERMINATION OF FOUNDATION AGREEMENT is entered into this ___ day of _____, 2011, by and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi, acting through its Board of Supervisors (hereinafter referred to as the "County" or the "Board of Supervisors"), the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (hereinafter referred to as the "City"), and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation (hereinafter referred to as "BMH-NM") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County, the City, and BMH-NM were parties to a Hospital Lease Agreement (the "Lease") dated May 31, 1989; and,

WHEREAS, in connection with the Lease, the County, the City, BMH-NM and Baptist Memorial Health Care Development Corporation (BMHCDC) entered into a Community Health Foundation Agreement (the "Foundation Agreement") dated as of May 31, 1989, which provided for the formation of the Oxford Lafayette County Health Foundation (the "Foundation"), the terms of its governance by a nine member Board of Trustees and the establishment, funding and use of a trust fund (the "Foundation Trust") to be managed by the Board of Trustees of the Foundation;

WHEREAS, the Foundation was created as agreed to by the Parties in the Foundation Agreement and pursuant to House Bill Number 1476, Local and Private Law of 1989 as approved by the Governor (the "89 Act") and has been in existence since its creation;

WHEREAS, as set forth in Section 10 of the Foundation Agreement, the Parties intended and understood that, at the end of the Lease term, the Trust Fund shall be terminated, unless otherwise extended by the mutual consent of the parties, and the Trustees shall transfer all funds, Corpus and Earnings Components, in termination of the trust to the County and to the City for the County's and the City's unrestricted use;

WHEREAS, the Parties have agreed to the termination of the Lease and the sale of the Hospital to BMH-NM pursuant to a Hospital Purchase and Sale Agreement between the parties, dated as of August 1, 2011 (the "Hospital Purchase Agreement");

WHEREAS, the Parties have agreed to the termination of BMH-NM's rights and obligations under the Foundation Agreement and the termination of BMH-NM's rights and obligations under the 89 Act, effective upon the termination of the Lease on _____, 2011.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Parties do hereby agree to the following:

MINUTE BOOK No. 61, CITY OF OXFORD

- The Parties hereby agree that upon the termination of the Lease DEMENT-MERIDIAN 60-8596
 on _____, 2011, the Foundation Agreement shall terminate.
2. BMH-NM shall have no further right, interest, duty, obligation or liability pursuant to the Foundation Agreement and the 89 Act, and all of the County's and the City's rights, interests, duties, obligations or liabilities under the Foundation Agreement and the 89 Act to BMH-NM shall cease.
 3. Upon termination of the Foundation Agreement, the exclusive control of the Foundation and the Foundation Trust will be thereon be transferred to the County and the City.
 4. The County, the City and BMH-NM acknowledge that no payments have been made to BMH-NM, as Lessee, by the Foundation since _____ and that all amounts due from the Foundation fund through the date of termination of the Lease have been paid to BMH-NM prior to _____.
 5. Upon termination of the Foundation Agreement, BMH-NM shall not claim any legal rights to the Foundation and the Foundation Trust, including its net income (earnings component) arising or accruing from and after the Closing of the Sale of the Hospital and shall not request any payment from the Foundation.
 6. BMH-NM hereby assigns and transfers to the County and the City any such rights as BMH-NM may have to the Foundation's net income.
 7. BMH-NM agrees that it shall not claim or exercise any rights to the Foundation's earning component or to the corpus, as both are defined in the 89 Act.
 8. BMH-NM has caused those individual trustees previously appointed by BMH-NM and serving on the Board of Trustees of the Foundation to resign from their positions as trustees, as of the date hereof.
 9. Effective upon termination of the Lease, BMH-NM hereby transfers and assigns to the County and the City any and all rights BMH-NM may have to appoint members (trustees) of the Foundation Board.
 10. As requested by the County and the City, BMH-NM hereby agrees to the extent allowed by law to the extension of the Foundation as provided in the Foundation Agreement and the 89 Act.
 11. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be and original and all of which taken together shall constitute one and the same instrument.

MINUTE BOOK No 61 CITY OF OXFORD

12. All of the terms of this Termination Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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

**CITY OR MUNICIPALITY OF
OXFORD, LAFAYETTE COUNTY,
MISSISSIPPI**

By: _____
George "Pat" Patterson, Mayor

By: _____
Lisa D. Carwyle, City Clerk

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
Lloyd Oliphant, President of the Board
of Supervisors

By: _____
Sherry J. Wall, Chancery Clerk of
Lafayette County, Mississippi

Attest:

Baptist Memorial Hospital-North
Mississippi Inc.

By: _____

Title: _____

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Agreed to By _____
Successor to
Baptist Memorial Health Care Development Corporation

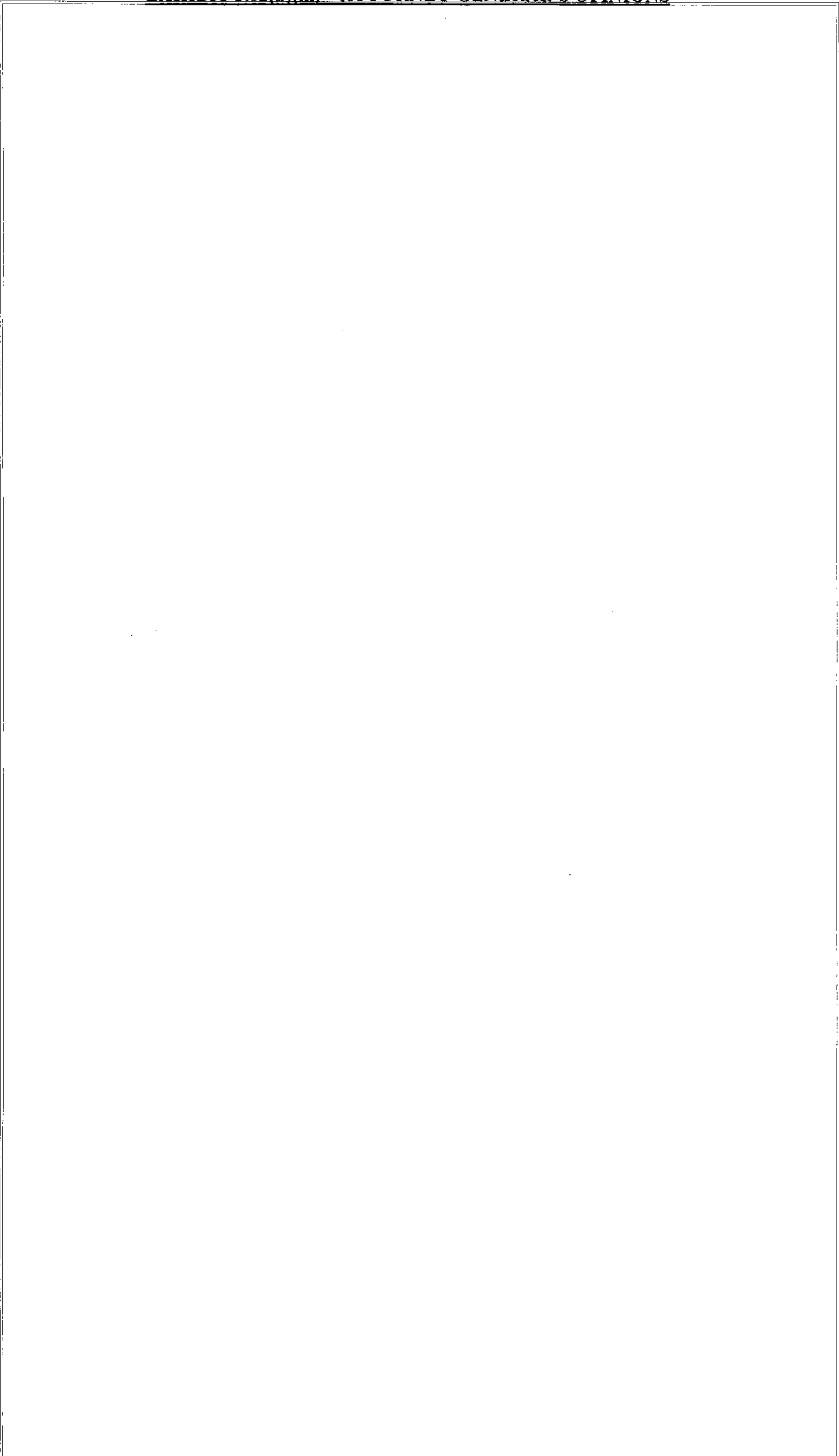
Attest:

By: _____

Title: _____

MINUTE BOOK No. 61, CITY OF OXFORD
EXHIBIT 3.02(b)(iii) - ATTORNEY GENERAL'S OPINIONS

DEMENT-MERIDIAN 60-8596



MINUTE BOOK No. 61, CITY OF OXFORD

STATE OF MISSISSIPPI

DEMENT-MERIDIAN 60-8596



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

March 4, 2011

Pope S. Mallette
 Attorney, City of Oxford
 P.O. Box 1456
 Oxford, Mississippi 38655

David D. O'Donnell
 Board Attorney, Lafayette County

Re: Sale of Baptist Memorial Hospital- North

Dear Messrs. Mallette and O'Donnell,

Attorney General Jim Hood has received your opinion request and has assigned it to me for research and reply.

FACTS

Lafayette County (the "County") and the City of Oxford (the "City") jointly own property and hospital facilities currently leased to Baptist Memorial Hospital-North Mississippi, Inc., a Mississippi non-profit corporation ("BMH-NM"). The hospital was created as a community hospital pursuant to Section 41-13-1, et. seq. of the Mississippi Code and subsequently leased to BMH- NM on May 31, 1989 (the "Lease Agreement"), as a "leased facility" under 41-13-10(e) for an initial term of thirty (30) years. Through a series of subsequent amendments, the lease term now runs through the year 2034. The Lease Agreement does not contain an option to purchase the facility.

As partial consideration for the agreement to enter into the original lease, the parties agreed to create the Oxford Lafayette County Health Foundation which was to administer a Trust Fund funded by certain lease payments from BMH-NM. Fund proceeds were to be used to defray the cost of indigent care for County residents. The agreement also provides that the Trust Fund will be terminated at the end of the lease and that all remaining funds shall be disbursed to the City and County for their "unrestricted use." The Foundation has operated successfully since 1989 to the present and the Trust Fund has been used for its intended purposes. Currently, the Fund totals approximately \$5,800,000.00.

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Pope S. M.
March 4, 2011
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The City and County are considering termination of the lease and sale of the property to BMH-North Mississippi. To facilitate the contemplated sale, the City and County are negotiating and finalzing a Memorandum of Understanding outlining prospective contract terms whereby, stated generally, the City and County will agree to amend the Lease Agreement to grant to BMH-North Mississippi an option to purchase the existing hospital, and BMH-North Mississippi will exercise the option. At the closing of the sale of the property, BMH-NM will pay fair market value for the real property, as well as for termination of its obligations under the Lease Agreement. As further consideration at closing, BMH-NM will covenant, among other things, to develop a new comprehensive replacement facility within the County within a specified time frame and to relocate the operations and services of the current hospital to the new facility.

Further, pursuant to the terms of the Lease Agreement, the Health Care Foundation and Trust Fund will be dissolved in the event BMH-NM exercises its option to purchase.

INQUIRIES AND RESPONSES

1. Does the subject Lease Agreement render the hospital a "leased facility" within the meaning of Mississippi Code Section 41-13-10(e)?

Yes. Section 41-13-10(e) defines a leased hospital in part as follows:

(e) "Leased facility" shall mean a hospital, nursing home or related health facilities which an owner has leased to an individual, partnership, corporation, other owner or board of trustees for a term not in excess of fifty (50) years, conditioned upon the facility continuing to operate on a nonprofit basis. A leased facility shall not be deemed or considered to be a community hospital except for purposes of Sections 41-13-19 through 41-13-25, and shall not be subject to the statutory requirements placed on community hospitals except to the extent as may be specifically required by the terms of the applicable lease agreement.

2. May the County, City, and BMH-NM amend the existing lease to include an option to purchase on mutually agreeable terms pursuant to Mississippi Code Section 41-13-15(11)?

Yes. Section 41-13-15(11) permits the inclusion of an option to purchase in a renewal of a community hospital lease which was in effect prior to July 15, 1993. According to your letter, the present lease was entered into on May 31, 1989 for an initial term of thirty (30) years. See MS AG Op., Hudson (February 24, 2006).

3. If the Lease Agreement may be amended to include an option to purchase, may the City and County negotiate and sell the hospital facility and cancel the lease to BMH-NM without the necessity of advertisement for bids or compliance with Mississippi Code Section 41-13-15(7), (8), (9), and (10)?

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Yes. As we opined in the Hudson opinion, pursuant to the option to purchase, the County may then negotiate and sell the hospital without necessity of advertising for bids or otherwise complying with Sections 41-13-15(7), (8), (9) or (10). The sale may be upon terms as agreed to by the parties

4. May the proceeds from the sale of a Section 41-13-10(e) "leased facility" be deposited in the general fund of the "owner" of the leased facility?

Yes. You explain that you ask this question because Section 41-13-15(11)(c) states that "surplus proceeds from the lease" are to be used for health related purposes. You are correct that funds realized from the purchase would not be considered "lease proceeds," and thus 41-13-10(e) is not applicable.

5. May the proceeds of the Health Foundation Trust Fund, upon termination of the lease, be deposited in the general fund of the City and County and used for any purpose?

You explain that the Lease Agreement states that the Trust Fund will be terminated at the end of the lease and that all remaining funds shall be disbursed to the City and County for their "unrestricted use." The Fund totals approximately \$5,800,000.00 at this time. A response to this question involves interpretation of the Lease Agreement, which we cannot do by official opinion. However, to the extent you are requesting our opinion as to whether the City and County may accept deposit of the funds, we know of no prohibition against the City and County accepting the funds upon dissolution of the Trust Fund.

6. Would the termination of the lease at the exercise of the option to purchase, including termination of the reinvestment lease provision, be considered an impermissible grant or donation by the City or County under Sections 21-17-5(2) and 19-3-40(2), respectively?

You explain that the Lease Agreement includes a "reinvestment of excess revenues" provision requiring that,

Throughout the Lease Term, all excess revenues (as hereinafter defined) generated by the Lessee in connection with the operation of the Hospital shall be used by Lessee for the benefit of the citizens of the City and the County... Notwithstanding any of the foregoing, ...all revenues and income derived from operation of the Hospital shall be the property of Lessee.

In essence, during the term of the lease, all proceeds were and are the property of the Lessee (BMH-NM), though the Lease required those proceeds to be used for the benefit of the City and County. Upon termination of the Agreement, such proceeds will accordingly no longer be required to be used for the City and County. We do not believe this to be an unlawful donation, since BMH-NM will pay fair market value for the hospital, along with other good and valuable consideration and thus, any revenue

Pope S. M. **MINUTE BOOK No. 61, CITY OF OXFORD**

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generated by the facility thereafter rightfully belong to BMH-NM and not to the City and County.

If this office may be of further assistance to you, please let us know.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By:



Ellen O'Neal
Special Assistant Attorney General

MINUTE BOOK OF THE CITY OF OXFORD

STATE OF MISSISSIPPI
MINUTE BOOK No. 61 CITY OF OXFORD

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JIM HOOD
ATTORNEY GENERALOPINIONS
DIVISION

June 10, 2011

David D. O'Donnell
Board Attorney, Lafayette County Board of Supervisors
Post Office Drawer 676
Oxford, Mississippi 38655

Re: Sale of community hospital

Dear Mr. O'Donnell,

Attorney General Jim Hood has received your opinion request and has assigned it to me for research and reply.

INQUIRY

Whether, and what extent, a decision to sell the existing hospital facilities, as a "leased facility", must be based on the "fair market value" of the existing facilities and related assets, or whether the County and City have the discretion under Mississippi law to sell the existing hospital facilities and related assets on "mutually agreeable terms" not limited to "fair market value?"

RESPONSE

The County and City have the discretion under Mississippi law to sell the existing hospital facilities and related assets on "mutually agreeable terms" not limited to "fair market value" as determined by an appraisal, but must get good and adequate consideration so as not to constitute an unconstitutional donation.

BACKGROUND

This office issued a prior opinion, MS AG Op., Mallette and O'Donnell (March 4, 2011) regarding the proposed terms of a sale of hospital facilities jointly owned by the County and the City to BMH-North Mississippi, a copy of which is attached hereto. In that opinion, we opined, *inter alia*, that the current lease agreement under which the hospital is managed by BMH-North Mississippi renders the facility "a leased facility" within the meaning of Mississippi Code Section 41-13-10(e), and that the County, City, and

BMH-North Mississippi could amend the existing lease to include an option to purchase "on such terms as the parties shall agree," pursuant to Mississippi Code Section 41-13-15(11).

You have explained that the parties have been negotiating the terms of a Memorandum of Purchase Terms over the last several years. The terms of the sale to BMH-North Mississippi would greatly benefit the citizens of the county, to-wit: in exchange for amending the current lease to include an option to purchase, BMH agrees to pay the amount of \$60 million to the city and county jointly; to build a replacement hospital with a minimum construction cost of \$250*million within five (5) years of receiving the Certificate of Need; to operate the current and replacement hospital as a regional referral, acute care hospital; and to waive any request for ad valorem tax exemptions.

Even though the City and County have obtained two appraisals of the hospital facilities during recent years, you seek clarification of whether the County and City have authority to sell the facility "on such terms as the parties shall agree" which may or may not include a purchase price at fair market value.

The question arises because of our statement in the March 4 opinion that the purchaser, BMH-NM, would pay fair market value for the facility. This statement was in response to the question of whether the early termination of the Lease would amount to a "donation" to BMH-North Mississippi. (This question was asked because the lease contained a provision requiring the Lessee to "reinvest" excess revenues for the benefit of the City and the County, but obviously after the termination of the lease, all proceeds from operation of the hospital would no longer be required to be used for the City and County.) We opined that we did not believe termination of the lease – and thus termination of the proceeds being used for the benefit of the City and County – would amount to an unlawful donation,

since BMH-NM will pay fair market value for the hospital, along with other good and valuable consideration and thus, any revenue generated by the facility thereafter rightfully belong to BMH-NM and not to the City and County.

MS AG Op., Mallette and O'Donnell (March 4, 2011).

It is this statement regarding payment of fair market value that is the subject of this request for clarification, in that it is your position that the City and County have the authority to negotiate the terms of the purchase, taking into account other factors and that the purchase price might not necessarily reflect fair market value as reflected in an appraisal of the hospital.

ANALYSIS

Mississippi Code Section 41-13-15(11) provides as follows regarding a community hospital leased prior to 1993:

(11) A lessee of a community hospital, under a lease entered into under the authority of Section 41-13-15, in effect prior to July 15, 1993, or an affiliate thereof, may extend or renew such lease whether or not an option to renew or extend the lease is contained in the lease, for a term not to exceed fifteen (15) years, conditioned upon (a) the leased facility continuing to operate in a manner safeguarding community health interest; (b) proceeds from the lease being first applied against such bonds, notes or other evidence of indebtedness as are issued pursuant to Section 41-13-19; (c) surplus proceeds from the lease being used for health related purposes; (d) subject to the express approval of the board of trustees of the community hospital; and (e) subject to the express approval of the owner. If no board of trustees is then existing, the owner shall have the right to enter into a lease upon such terms and conditions as agreed upon by the parties. Any lease entered into under this subsection (11) may contain an option to purchase the hospital, on such terms as the parties shall agree.

Miss. Code Section 41-13-15(11). (Emphasis added).

Thus, Section 41-13-15(11) authorizes the lease to be renewed, and such renewal may contain an option to purchase "on such terms as the parties shall agree." As we opined in our March 4, 2011 opinion to you, we believe the parties may then exercise the option to purchase and thereafter sell the hospital to the lessee,

without necessity of advertising for bids or otherwise complying with Sections 41-13-15(7), (8), (9) or (10). The sale may be upon terms as agreed to by the parties.

MS AG Op., Mallette and O'Donnell (March 4, 2011).

Because the statute authorizes the option to purchase to be on terms agreed to by the parties, we see no requirement that the hospital be sold for "fair market value." In doing so, the County and the City would be authorized to take into account other factors such as intangible benefits to the County and City. However, even though the county would be authorized to accept less than FMV as reflected in an appraisal, the county is required to obtain good and valuable consideration for the hospital so as not to constitute a donation. In determining what is good and valuable consideration, we believe the Board would be authorized to consider the terms of the purchase, such as the agreement of the purchaser to build a replacement hospital within five (5) years, operating as a regional referral, acute care hospital and the waiving of any applicable ad valorem tax exemptions.

Therefore, it is the opinion of this office that the County and City are authorized in their discretion to sell the existing hospital facilities and related assets on "mutually agreeable

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terms" not limited to "fair market value." However, it is incumbent upon the County and City to negotiate a deal that is in the best interest of the County and City.

If this office may be of further assistance to you, please let us know.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By: 

Ellen O'Neal
Special Assistant Attorney General

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EXHIBIT 13.17 - MEMORANDUM OF COVENANTS

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This Instrument Prepared by and return to:

Milton D. Hobbs, Jr.
Mississippi State Bar No. 101924
Harris Shelton Hanover Walsh, PLLC
829 North Lamar Blvd., Suite 2
Oxford, MS 38655
Phone: (662) 234-7447

SELLER'S ADDRESSES:

Lafayette County, Mississippi
Board of Supervisors
300 North Lamar Boulevard
Post Office Box 1240
Oxford, Mississippi 38655
Attention: Lloyd Oliphant, President
(662) 236 - 2717

City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
Attention: Mayor George "Pat" Patterson
(662) 232-2340

BUYER'S ADDRESS:

Baptist Memorial Hospital-North Mississippi, Inc.,
a Mississippi Non-Profit Corporation
350 N. Humphreys Boulevard, Suite 545
Memphis, Tennessee 38120-2177
Attention: Gregory M. Duckett, Esq.
(901) 227-5233

INDEXING INFORMATION:

A fraction of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, of Lafayette County, Mississippi.

MEMORANDUM OF COVENANTS

THIS MEMORANDUM OF COVENANTS is executed effective as of the ____ day of _____, 2011, by and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi, acting through its Board of Supervisors (hereinafter referred to as the "County" or the "Board of Supervisors"), the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (hereinafter referred to as the "City") (the County and the City are also hereinafter referred to as "Seller"), and **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation (hereinafter referred to as "Buyer").

WHEREAS, Seller and Buyer, and joined by Baptist Memorial Health Care Corporation, a Tennessee non-profit corporation and the sole Member of Buyer, entered into a Hospital Purchase and Sale Agreement dated as of August 1, 2011 (the "Purchase Agreement") pursuant to which Seller sold, transferred, assigned, conveyed, granted and delivered to Buyer, effective as August 18, 2011 (the date of the Closing or the "Closing"), all of Seller's right, title and interest in and to that certain property, with improvements, described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, under the Purchase Agreement, as consideration and as part of the purchase price for the Property, Buyer agreed to develop a new comprehensive hospital to be a replacement facility (the "Replacement Hospital") for the current hospital located on the Property (the "Hospital"); and

WHEREAS, the Purchase Agreement requires that the covenants and agreements described in Articles VIII and IX of the Purchase Agreement shall be referenced and included in a memorandum executed by the parties to be separately and properly filed in the land records of Lafayette County, Mississippi and that such memorandum shall be filed in the proper land records regarding the Replacement Hospital real property immediately upon purchase of such real property, thereby making the Replacement Hospital property subject to such covenants and agreements; and

WHEREAS, copies of the Purchase Agreement are on file in the offices of Seller and the Buyer and are part of the public record in the official minutes of the County and the City; and

WHEREAS, the parties desire to reduce to writing, and record with the Lafayette County Chancery Court Clerk's Office, this Memorandum with respect to the aforesaid covenants and agreements.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

1. From the date hereof the Property shall be subject to and shall be held, operated, maintained, transferred, conveyed and occupied subject to the following covenants, conditions, restrictions, agreements, easements, and charges:

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(a) Indigent Care / Medical Care. Buyer covenants and agrees not to refuse treatment to any person by reason of such person's race, creed, color or religious or sexual preference and to provide uncompensated care to indigent citizens in the County in an amount and at a level equal to or greater than that provided by the Hospital during the fiscal year immediately preceding the commencement date of the Hospital Lease Agreement dated April 10, 1989, and recorded with Lafayette County Chancery Court Clerk's Office at Deed Book 394, Page 16 (the "Lease"). The parties agree that Buyer shall be solely responsible for providing indigent care and that Seller shall have no liability or obligations in respect thereof. Buyer agrees to provide such care without compensation and not to seek payment from the City or the County, which shall have no financial responsibility for such care.

(b) Ambulance Services. Buyer covenants and agrees to provide or to make provision for the operation of an ambulance service and shall be responsible for or shall make provision for maintaining and replacing, as needed, emergency medical vehicles and other assets of such ambulance service. Buyer agrees to operate or to make provision for the operation of such ambulance service at the level of care and services existing as of the Closing and in accordance with applicable federal, state or local laws, rules, regulations and ordinances and the policies and guidelines of applicable accrediting agencies, and at appropriate times to effect or make provision for an upgrade in the level of care and services of /by such ambulance services. Buyer further covenants and agrees to use its best efforts for the continued operation of air ambulance service serving the Hospital and Replacement Hospital as described in Section 26.7 of the Lease. The parties agree that the reasonable efforts of Buyer to secure the provision of air ambulance service shall not be interpreted to require that Buyer own, operate, or provide a financial subsidy to an air ambulance service to serve the Hospital.

(c) Hospital and Regional Medical Center. Buyer covenants and agrees to continue the operation of the Hospital as a non-profit, general, acute care, regional referral hospital and maintain all governmental authorizations, including, without limitation, State licensure and Medicare and Medicaid certification, necessary for the operations of the Hospital and its subdivisions, including the shared objective that the Hospital remain a regional referral medical center serving North Mississippi. Buyer further covenants and agrees to continue to operate the Hospital until such time as a Replacement Hospital is built and the Hospital's services are relocated as contemplated by the Purchase Agreement and, in accordance with Section 1.03 of the Purchase Agreement, Buyer covenants and agrees that this covenant shall apply to the Replacement Hospital upon the Hospital's relocation thereto.

(d) Patient Care Prior to Move in to Replacement Hospital. Buyer covenants and agrees to continue to operate the Hospital until such time as a Replacement Hospital is built and the Hospital's services relocated. Buyer further covenants and agrees that patients shall continue to receive the same level of medical care during the period between the date hereof and the completion and move in to the Replacement Hospital that those patients would have received if the Lease had remained in effect during such period. Upon vacation of the existing Hospital facility, Buyer shall ensure that the

existing Hospital facility will be maintained in good repair, structurally sound and free from debris, rubbish and garbage. Buyer shall maintain the physical structure and environs of the vacant building in a safe and secure manner. The grounds shall be maintained in a manner that minimizes the appearance of vacancy, including regular maintenance and mowing.

(e) Physician Recruitment. Buyer covenants and agrees to continue recruitment of physicians and enlargement of the Hospital's Medical Staff including provision for an active medical staff development program with periodic written plans and studies of physician needs consistent with community needs and in consideration of Buyer's historical efforts, existing and anticipated physician supply.

(f) Hospital Facilities and Equipment. Buyer covenants and agrees to continue providing for Hospital facilities, medical and surgical services and equipment consistent with historical efforts and anticipated community needs.

(g) Governing Board. Buyer covenants and agrees that fifty percent (50%) of the members of the Governing Board of the Hospital will be composed of residents and citizens of the City or the County who are not otherwise employed by Buyer or by any entity whose sole member is Baptist Memorial Health Care Corporation. Following the date hereof, the Governing Board's bylaws shall allow the Hospital's Governing Board to make recommendations for future board members to Buyer. The Governing Board bylaws shall include conflict of interest provisions and each Governing Board member (i) shall be required to sign annually a report evidencing his or her current conflicts of interest and (ii) shall agree to abide by the conflict of interest provisions.

(h) Community Advisory Board. Buyer covenants and agrees to continue its Community Advisory Board (the "Community Advisory Board") that will be composed of residents and citizens of the City or the County. The Community Advisory Board shall give Buyer appropriate input regarding its community need assessments and its public dissemination of community benefit information. Buyer's bylaws shall require appointment of a Community Advisory Board. Buyer in consultation with the City and the County shall appoint the members of the Community Advisory Board. Members of the Community Advisory Board may be removed at any time with or without cause, by Buyer. The Community Advisory Board may adopt appropriate documents governing its activities and procedures and articulating its objectives and duties, which may include, without limitation, the following: (i) to provide Buyer with information concerning the general health care needs of the County and the City; (ii) to provide Buyer with an organized mechanism pursuant to which Buyer will receive information from the County and the City concerning the perceived quality of patient care provided by, and the overall performance of, the Hospital or the Replacement Hospital; (iii) to assist Buyer in Buyer's monitoring of the quality of patient care provided by the Hospital or the Replacement Hospital; and (iv) to provide input concerning or to assist Buyer in respect of such matters relating to the Hospital or the Replacement Hospital and its operations as Buyer may reasonably request. The Community Advisory Board shall have regular meetings at such times and places determined by the Community Advisory Board.

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- (i) Medical Staff Requirements. Buyer covenants and agrees to continue its current policy that at least fifty (50%) percent of the physicians who are active members of its Hospital medical staff shall maintain either board certification in their specialty or board eligibility for such certification.
- (j) Non-Transfer of Beds. Until May 31, 2034, Buyer shall not reduce its number of licensed hospital beds, or transfer any of its licensed hospital beds, from the Hospital or the Replacement Hospital, whichever is applicable, to any other entity, irrespective of whether or not such entity is located in or outside of Lafayette County.
- (k) Emergency Room. Buyer hereby represents, covenants and warrants that it desires to seek and maintain its emergency services at a competitive level within the area the Hospital serves. Buyer therefore agrees to maintain the Level III Trauma Center designation of the Hospital as it exists on the date hereof (or similar level as may be changed from time-to-time by state regulations) as a base line level of service. The obligation to maintain a Level III Trauma Center (or comparable) designation shall be subject to normal operating exigencies (such as acts of God, temporary staffing issues, or periodic loss of specialty coverage). In the event of such exigencies, Buyer shall act as promptly as possible to remedy the exigency and to restore the Trauma Center designation. For the longer of (i) ten (10) years following the Closing --or (ii) five (5) years following completion of the construction of the Replacement Hospital, whichever is applicable, Buyer will assess on a bi-annual basis, the community need for and the ability of the Hospital or the Replacement Hospital, whichever is applicable, to obtain a higher Level Trauma Center designation and at the appropriate time, in the discretion of the Buyer, seek to advance to such Level Trauma Center designation. An assessment shall be provided to the Governing Body and Community Advisory Board for their review. Buyer agrees that both its current and planned Emergency Department will be staffed 24/7 by physicians and its Emergency Department will be operated to comply with The Joint Commission (or its successor organization or an equivalent organization) standards and Mississippi trauma center rules and regulations as may be amended from time to time.
- (l) Periodic Report. Buyer shall provide periodically, but not less than bi-annually, a summary written report to the City and the County detailing the operations and services provided by the Hospital or the Replacement Hospital and how Buyer is addressing community need (the "Periodic Report"). The Periodic Report shall discuss progress toward completion of the obligations contained in this Agreement and shall be made available to and reviewed by the Community Advisory Board. The Periodic Report may also be made available to the general public by request. Based on the information contained in the Periodic Report, the Community Advisory Board and the Governing Body may make recommendations, if any, as to improvements or enhancements in the care provided by the Hospital and the Replacement Hospital. The obligation to report completion of the obligations contained in this Agreement shall cease ten years (10) following completion and occupancy of the Replacement Hospital.

(m) Mental Health Needs. Buyer covenants and agrees that the Hospital and Replacement Hospital will continue Buyer's current practice of treating the medical conditions of patients requiring mental health services consistent with its patient admission and indigent care policies and facilitating transfer to agencies capable of providing mental health services and treatment, and it will continue to work with the City and County as they develop community plans to provide services and care of mental health patients.

(n) Other Patient Needs. Buyer shall assess the need for and develop programs to serve the health and wellness needs of special patient populations, including, without limitation, senior citizens, in conjunction with the development of the new Replacement Hospital and Medical Campus.

(o) Reinvestment of Excess Revenues in the Oxford/Lafayette County Communities. Except as required by Article X of the Purchase Agreement, Buyer's agreement to construct a new comprehensive Replacement Hospital as described in Section 1.03 of the Purchase Agreement shall constitute the full and complete satisfaction by Buyer of Section 26.5 of the Lease.

(p) Replacement Hospital Expenses of City. The parties acknowledge that for the Replacement Hospital, Buyer may require additional fire protection services beyond those provided to the Hospital. Buyer agrees that should such services be required, Buyer shall negotiate in good faith with the City to equitably apportion such expenses between the City and the Buyer.

(q) Auxiliary Ambulance Service Site. In the event the Replacement Hospital is constructed at a location outside a three (3) mile radius from the site of the current Hospital campus, Buyer agrees that it will establish an unlicensed, auxiliary ambulance service location at or near the site of the existing Hospital campus. The three (3) mile radius shall be measured from the location of the current Emergency Room entrance at the Hospital to the Emergency Room entrance of the Replacement Hospital. Buyer shall maintain such remote ambulance location for fifteen (15) years following the completion and occupancy of the Replacement Hospital, subject to Buyer's right to review such commitment and reach a joint determination with the County and the City as to continued maintenance of the auxiliary site at the time of Buyer's Periodic Report occurring ten (10) years following the completion and occupancy of the Replacement Hospital. The parties anticipate that the auxiliary ambulance service location will be used intermittently to station ambulance employees and vehicles and not as a point of contact for public business or as a dispatch center (as described in the Bureau of Emergency Medical Services Regulations, Title 15, Part III, Subpart 31, Chapter 01, Section 100.03, as amended from time to time).

The foregoing covenants and agreements shall be binding upon the Buyer, its successors and assigns, until construction of and relocation to the Replacement Hospital.

2. When the Buyer has purchased the real property upon which the Replacement Hospital will be located the parties shall execute and record with the Lafayette County Chancery

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Court Clerk's Office a memorandum in accordance with the Purchase Agreement subjecting such property to the covenants specified in subparagraphs 1 (a) through (q) above. Upon completion and relocation to the Replacement Hospital, the parties shall execute and record with the Lafayette County Chancery Court Clerk's Office a Termination and Release of this Memorandum of Covenants with respect to the Property. Buyer agrees that it shall not sell the Property without the written consent of the Seller until the Replacement Hospital is constructed.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, SELLER and BUYER have caused this Memorandum to be duly executed on the day and year first above written.

[SIGNATURE PAGES FOLLOW]

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SELLER:

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
Lloyd Oliphant, President of the Board
of Supervisors

By: _____
Sherry Wall, Clerk of the Board of
Supervisors

CITY OF OXFORD, MISSISSIPPI

By: _____
George "Pat" Patterson, Mayor

By: _____
Lisa D. Carwyle, City Clerk

BUYER:

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.:

By: _____

Title: _____

(SEAL)
Attest: _____

Title: _____

[Acknowledgments on Next Page]

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STATE OF MISSISSIPPI)
COUNTY OF LAFAYETTE)

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2011, within my jurisdiction, the within named Lloyd Oliphant and Sherry Wall, who acknowledged that they are, respectively, the President and the Clerk of the **Board of Supervisors of Lafayette County, Mississippi** and that for and on behalf of the County of Lafayette County, Mississippi, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

Notary Public

My commission expires: _____

STATE OF MISSISSIPPI)
COUNTY OF LAFAYETTE)

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2011, within my jurisdiction, the within named George "Pat" Patterson and Lisa D. Carwyle, who acknowledged that they are, respectively, the Mayor and the Clerk of the **City of Oxford, Mississippi** and that for and on behalf of the City of Oxford, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City of Oxford so to do.

Notary Public

My commission expires: _____

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STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2011, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is the President (or other officer authorized to execute the instrument) of **Baptist Memorial Hospital-North Mississippi, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

Notary Public

My commission expires: _____

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EXHIBIT A

DEMENT-MERIDIAN 60-8596

LEGAL DESCRIPTION OF PROPERTY SOLD TO BUYER

JM JBW 1012965 v4
2132202-097994 07/28/2011

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DEMENT-MERIDIAN 60-8596

BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.

The undersigned, in my official capacity as the duly elected, qualified and acting Corporate Secretary of Baptist Memorial Hospital-North Mississippi, Inc., does hereby certify, provide and deliver to Lafayette County and its Board of Supervisors and the City of Oxford notice of the exercise by Baptist Memorial Hospital-North Mississippi, Inc. of the Option to purchase all of the real and personal property and interest which Lafayette County and the City of Oxford maintain in the Leased Premises as defined and provided for in Section 27.15 of the Hospital Lease Agreement dated as of the 31th day of May, 1989, as amended, (the "Lease") which purchase shall be governed by the provisions of the Purchase Agreement which shall be substantially in the form of the Purchase Agreement attached as Exhibit 27.15-B to the Lease, subject to modifications and changes as may be mutually agreed upon by the Lessor and Lessee.

Dated: 8/1/11

BAPTIST MEMORIAL HOSPITAL-NORTH
MISSISSIPPI, INC.

By: [Signature]

Title: Corporate Secretary

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

HOSPITAL PURCHASE AND SALE AGREEMENT*by and among*

LAFAYETTE COUNTY, MISSISSIPPI,
a political subdivision of the State of Mississippi,
AND

CITY OF OXFORD, MISSISSIPPI,
a municipal corporation of the State of Mississippi,
collectively,
AS SELLER

AND

BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.,
a Mississippi non-profit corporation,
AS BUYER

AND JOINED BY

BAPTIST MEMORIAL HEALTH CARE CORPORATION,
a Tennessee non-profit corporation,
AS THE SOLE MEMBER OF BUYER

MINUTE BOOK No. 61, CITY OF OXFORD
HOSPITAL PURCHASE AND SALE AGREEMENT

DEMENT-MERIDIAN 60-8596

THIS HOSPITAL PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 1st day of August, 2011, by and among **LAFAYETTE COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi, acting through its Board of Supervisors (hereinafter referred to as the "County" or the "Board of Supervisors") and the **CITY OF OXFORD, MISSISSIPPI**, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (hereinafter referred to as the "City") (the County and the City are also hereinafter referred to as "Seller"), **BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.**, a Mississippi non-profit corporation (hereinafter referred to as "Buyer"), and joined by **BAPTIST MEMORIAL HEALTH CARE CORPORATION**, a Tennessee non-profit corporation and the sole Member of Buyer (hereinafter referred to as "Member").

WHEREAS, Seller and Buyer entered into a Hospital Lease Agreement dated as of the 31st day of May, 1989, a copy of which, including all amendments thereto, is attached hereto as **Exhibit A** (the "Lease"), whereby the City and the County leased to Baptist Memorial Hospital - North Mississippi, Inc. all right, title and interest of the City and the County in and to the hospital previously known as Oxford Lafayette Medical Center;

WHEREAS, under Section 41-13-15(11), Mississippi Code of 1972, as amended, any lease of a public community hospital entered into prior to July 15, 1993, may be extended or renewed for a period of not to exceed fifteen (15) years;

WHEREAS, any lease entered into under Section 41-13-15(11), Mississippi Code of 1972, as amended, may contain an option to purchase the hospital, on such terms as the parties may agree;

WHEREAS, as the Lease was entered into prior to July 15, 1993, the Lease is subject to Section 41-13-15(11) of Mississippi Code of 1972, as amended;

WHEREAS, pursuant to Section 41-13-15(11), by amendment to and extension of the Lease, Seller has granted to Buyer an Option to Purchase all of Seller's right, title and interest in the Leased Premises, as defined by Section 1.1 of the Lease (referred to hereinafter as the "Leased Premises" or the "Hospital");

WHEREAS, Buyer, as Lessee under the Lease, has operated the Hospital, independently of Seller, since May 31, 1989 as a leased facility and not as a community hospital, both as defined by Section 41-13-10, Mississippi Code of 1972, as amended;

WHEREAS, Buyer is knowledgeable of facility, equipment, operations, services and other items used in the operation of the Hospital including conditions as of May 31, 1989, as well as existing conditions and changes, improvements and modifications made by Buyer since the inception of the Lease and Seller has no independent knowledge of the Hospital since May 31, 1989;

WHEREAS, Seller has provided notice to Buyer, and the Seller is proceeding under said statute for the sale of the Hospital;

WHEREAS, Seller has obtained two opinions from the Mississippi Attorney General confirming Seller's authority to enter an agreement, under mutually agreeable terms, to sell the Hospital to Buyer pursuant to such Option to Purchase and has held public meetings at which the facts of the sale transaction were presented;

WHEREAS, Buyer has provided Seller with written notice of its exercise of the Option to Purchase the Hospital and Seller and Buyer desire to establish the terms and conditions of the sale of the Hospital by Seller to Buyer pursuant to the terms of this Agreement;

WHEREAS, the Board of Supervisors and the City have determined that the sale of the Hospital to Buyer under the terms set forth in this Agreement will promote and foster the development and improvement of the City and the County and the community in the Hospital's service area, including its health and welfare, and the civic, social, educational, cultural, moral, economic and industrial welfare of the citizens of the City and the County;

WHEREAS, the total consideration that Buyer is agreeing to pay to the City and the County under this Agreement for the purchase of the Hospital is good and valuable consideration for the Hospital, as evidenced by that certain Appraisal provided by Principle Valuation, LLC, dated July 23, 2011 and that certain Fairness Opinion provided by Principle Valuation, LLC, dated July 23, 2011; and

WHEREAS, the Board of Supervisors and the City have determined that the Buyer will, pursuant to the terms of this Agreement, be paying the City and the County good and valuable consideration for the purchase of the Hospital.

NOW, THEREFORE, for and in consideration of Ten and No/100ths Dollars (\$10.00), the Purchase Price and the mutual covenants and undertakings herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SALE AND PURCHASE

1.01. Agreement to Sell and Convey.

Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, all right, title and interest of Seller in and to the Leased Premises, including:

- (a) That certain tract or parcel of land located in the City of Oxford, County of Lafayette, State of Mississippi and more particularly described in **Exhibit B** attached hereto and made a part hereof by this reference for all purposes, together with all improvements, structures, buildings, fixed assets and fixtures located thereon (collectively, the "Improvements") and owned by Seller and all rights, privileges, easement, rights of way and appurtenances thereunto appertaining;

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(b) ~~All personal property, fixed machinery or fixed equipment owned by~~ Seller located in or about the Leased Premises and which are employed in the operation of the Hospital, including without limitation the machinery, equipment, furniture and furnishings defined as Lessor's Equipment in Section 11.1 of the Lease and attached hereto as **Exhibit C**; and

(c) all such other rights, interests and properties as Seller may have in the Hospital or Leased Premises or as may be specified in this Agreement to be sold, transferred, assigned or conveyed by Seller to Buyer.

The parcel of land described in **Exhibit B**, together with the Improvements (collectively the "Owned Real Property"), rights, interests and other properties described above including **Exhibit C** hereto, are collectively called the "Property."

1.02. Consideration.

The consideration for the purchase of the Property shall total Sixty Million Dollars (\$60,000,000) plus the Buyer's other valuable consideration provided under this Agreement, including, but not limited to, the development and construction of a Replacement Hospital as more particularly described below (the "Purchase Price"). In addition, Buyer shall pay up to a total of One Hundred Thousand Dollars (\$100,000) for actual closing and other related transactional expenses of Seller. Buyer shall pay the Purchase Price to Seller and reimburse Seller for closing and other transactional expenses of Seller in the following manner:

(a) Buyer will pay to Seller in a lump sum payment of Sixty Million Dollars (\$60,000,000) in cash at Closing (as hereinafter defined), payable \$30,000,000 to City and \$30,000,000 to County; and

(b) As additional consideration and as a part of the Purchase Price, Buyer shall develop and construct a Replacement Hospital for the current Hospital, which Replacement Hospital shall consist of a new comprehensive hospital and Medical Campus (as hereinafter defined) to be located on real property to be purchased by Buyer within the City, and shall relocate the operations and services of the Hospital to the new Replacement Hospital location, as more particularly described in Section 1.03 below.

(c) Buyer shall comply with the continuing covenants and additional understandings outlined in Articles VIII and IX below.

(d) Buyer will pay the amount of \$50,000 to the City and \$50,000 to the County (for a total of \$100,000) to cover the costs incurred by each party for appraisal services and other expenses.

1.03. Development of New Comprehensive Hospital as Replacement Facility.

As additional consideration and as part of the Purchase Price, Buyer shall develop a new comprehensive hospital to be a replacement facility for the current Hospital (the "Replacement Hospital"), along with a contiguous medical campus to include medical office buildings (the "Medical Campus"). The Replacement Hospital and Medical Campus shall continue to be

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operated as a replacement hospital. Providing, at a minimum, the current level of patient care and services provided by the Hospital in terms of specialized staff, technical equipment, diagnostic services and overall scope of medical and surgical services) and shall be constructed and equipped by Buyer at a cost of not less than \$250,000,000, which may be done in multiple phases, but no later than five (5) years after issuance of a final and non-appealable Certificate of Need to construct the Replacement Hospital. The cost of all buildings on the new Medical Campus which house hospital clinical or administrative support services and/or other health care services offered by Buyer or its affiliates shall be included in the \$250,000,000 minimum capital expenditure requirement; but the cost of medical office buildings and other non-hospital facilities on the new Medical Campus shall not be included in the \$250,000,000 minimum capital expenditure requirement. Buyer anticipates the physical structure of the Replacement Hospital will be multi-story, shall consist of 500,000-600,000 square feet, and shall have the capacity to operate 250 licensed hospital beds, or more, but no fewer than 217 licensed hospital beds. A tentative project summary for the development of the new comprehensive Replacement Hospital and Medical Campus, including specifications estimating approximate size, scope and equipping of the development, is attached as **Exhibit D**. The Replacement Hospital and clinical facilities on the Medical Campus shall be located within the City. The Replacement Hospital and Medical Campus shall be located on real property composed of no fewer than fifty (50) acres. The cost of purchasing the real property on which the Replacement Hospital and Medical Campus shall be located will be included in the minimum capital expenditure requirement of \$250,000,000.

1.04. Site Selection for Replacement Hospital.

Buyer intends to evaluate multiple sites for the Replacement Hospital and new Medical Campus. Buyer agrees that appropriate input from the City and other community representatives shall be part of such site selection. The site for the Replacement Hospital and clinical facilities on the new Medical Campus shall be within the corporate limits of the City of Oxford. Buyer will evaluate the site alternatives based upon objective criteria and will share with the City, the County and the public the bases for the site selected. The ultimate determination as to the new site shall be within the sole discretion of Buyer. Buyer shall notify the City and the County in writing of the choice of the site location prior to Buyer's filing an application for a Certificate of Need.

1.05. Process for and Cooperation in Securing Certificates of Need for Replacement Hospital.

Seller and Buyer understand that it will be necessary for Buyer to file one or more Certificate of Need applications to seek approval for the expenditure of funds for the acquisition of the new site, the construction of the Replacement Hospital and the relocation of Hospital beds and services to the new site and Replacement Hospital. Buyer shall relocate the current facility and construct the Replacement Hospital upon obtaining approval of the Certificate of Need for relocation and regardless of whether a Certificate of Need for additional beds or services is approved. Buyer shall submit its application(s) for such Certificate(s) of Need on a timely basis and use all reasonable and good faith efforts to pursue each of the Certificate(s) of Need and ensure completion of construction of the Replacement Hospital and relocation of the current Hospital beds and services to the Replacement Hospital on or before five (5) years from the date the required Certificates of Need are granted and nonappealable. Subject to Section 1.06, the

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parties acknowledge that necessary state approvals may require multiple applications which could be separated by time and sequence. The parties further acknowledge that Buyer may seek assistance from the City and the County in securing any required Certificates of Need and the City and the County shall agree to support the Certificate of Need application(s) and to provide such other reasonable assistance as shall be required, with any costs associated with assistance provided by the City and County to be paid by Buyer.

The governing boards of the City and County shall have the opportunity to review the Certificate of Need applications submitted by Buyer with respect to the Replacement Hospital. Buyer will provide a draft of the Replacement Hospital Certificate of Need application(s) to the City and County prior to filing, and the City and County shall have at least ten (10) days to review and make recommendations to Buyer regarding the application(s). Buyer will diligently and in good faith pursue Certificate of Need(s) for the relocation and construction of the Replacement Hospital and will exhaust all appeal rights as to any adverse administrative and judicial determinations and rulings regarding such Certificate of Need(s).

1.06. Deadlines for Relocation and Construction of Replacement Hospital.

In connection with the construction of the Replacement Hospital, the parties agree to the following deadlines:

(a) One hundred twenty (120) days after purchase of the site for the Replacement Hospital and Medical Campus, Buyer shall submit a Certificate of Need application(s) to the Mississippi State Department of Health for the relocation and construction of the Replacement Hospital, but in no event no later than June 30, 2012; and

(b) Completion of the construction of Replacement Hospital shall occur on or before five (5) years from the date the required Certificates of Need for relocation and construction of the Replacement Hospital are granted and nonappealable.

1.07. Plan for Disposition or Use of Existing Hospital Campus. Buyer intends to develop a definitive plan for disposition or use of the existing Hospital campus. Buyer shall, at the appropriate time (but no later than two (2) years after Closing) develop and implement a process whereby it will solicit from the public, on a non-binding basis, expressions of interest relating to its development of a plan for the disposition or use of the existing main Hospital campus. In developing and implementing such process, Buyer shall appoint an advisory committee to review such expressions of intent. Such committee shall include at least one (1) local physician, and at least one (1) City and one (1) County representative. The advisory committee process shall include the opportunity for public input and shall include a report, available to the public, of the committee's findings and recommendations. The ultimate determination as to the disposition or use of the existing hospital campus shall be within the sole discretion of Buyer; provided, however, that Buyer agrees that, prior to any disposition which occurs within ten (10) years following the construction of and relocation to the Replacement Hospital, the governing boards of the City and the County shall have a thirty (30) day right of first refusal to purchase the existing facility and real property on the same terms and conditions. In the event the aggregate sale or lease price involving any such disposition of the Hospital

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within ten (10) years following the Closing and the location of the Hospital is not readily determinable, the aggregate sale or lease price shall be determined in accordance with the procedure set forth in Section 1.10(b)(i) hereof. The closing of the exercise of the right of first refusal shall be conducted in accordance with Section 1.10(d) hereof.

1.08. Relinquishment of Control of Oxford/Lafayette Health Foundation and Foundation Trust.

The parties entered into a Community Health Foundation Agreement effective as of the 31st of May, 1989 (the "Foundation Agreement") which provided for the formation of the Oxford Lafayette Health Foundation (the "Foundation"), the terms of its governance by a nine (9) member Board of Trustees and the establishment, funding and use of a trust fund (the "Foundation Trust") to be managed by the Board of Trustees of the Foundation (the "Board of Trustees" or "Foundation's Board"). The parties hereby agree that upon termination of the Lease and the sale of the Hospital to Buyer at Closing, the exclusive control of the Foundation and the Foundation Trust will be transferred to Seller; all funds accrued (whether paid or unpaid) to the Foundation Trust through Closing will be disbursed to or full control thereof will be transferred to the City and the County; all of Buyer's rights, duties and obligations under the Foundation Agreement will cease; all of Seller's and Foundation's rights, duties and obligations under the Foundation Agreement to Buyer will cease; and all of the City's, the County's and Foundation's rights, duties and obligations under the Foundation Agreement will cease.

The parties further agree to the following:

(a) The parties shall obtain from the Board of Trustees a statement providing the amount of the balance in the Foundation Trust, which statement will be furnished to the City and to the County in sufficient time in advance of Closing, so that the City and the County can verify the balance.

(b) From and after Closing, Buyer will not claim any legal rights to the Foundation and the Foundation Trust, including its net income (earnings component) arising or accruing from and after Closing, and will not request any payment from the Foundation. Buyer agrees to terminate or modify all documents that currently grant Buyer any claim to the Foundation's net income, or in the alternative, to assign and transfer to Seller any such rights which Buyer may have to the Foundation's net income.

(c) At Closing, Buyer will cause those individuals previously appointed by Buyer and serving on the Board of Trustees to resign from their positions as members of the Board of Trustees at Closing.

(d) Pursuant to Section 8.01 hereof, Buyer agrees to continue to provide uncompensated care to indigent citizens of the County and the City.

1.09. Termination of Lease Agreement.

Subject to Articles VIII and IX of this Agreement and Sections 13.17 and 13.18, Seller and Buyer hereby agree that upon the purchase of the Property by Buyer at Closing the Lease

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shall terminate. Seller and Buyer will execute such documents as are required to evidence the termination of the Lease. In addition, Seller and Buyer will execute such documents as are required to release the parcels of property identified on Exhibit E attached hereto from the Lease.

1.10. Restrictions on Closing, Sale or Resale; Right to Purchase and Right of First Refusal.

(a) Buyer represents, warrants and covenants that it has no intention to close, sell, lease or transfer the assets of the Replacement Hospital following the Closing. Buyer agrees that for the longer of (i) five (5) years following the Closing or (ii) five (5) years following the construction of and relocation to the Replacement Hospital, the governing boards of the City and the County shall have (x) a right to purchase the Replacement Hospital and/or the Medical Campus at a fair market value price determined by an independent third-party should Buyer decide to close the Replacement Hospital, and (y) in the event Buyer decides to sell or lease the Replacement Hospital and/or the Medical Campus to an unaffiliated third-party, a right of first refusal under the same purchase or lease terms as agreed upon by Buyer and such unaffiliated third-party. The right of first refusal shall not apply to a combination event which includes multiple Member facilities or affiliates.

(b) If Buyer should decide to close the Replacement Hospital within the longer of the time frames identified in subsections (a)(i) and (a)(ii) above, the process to be followed by Seller in exercising its right to purchase the Replacement Hospital and/or the Medical Campus (the "Right to Purchase") shall be as follows:

(i) Buyer shall first deliver written notice to the Seller of its decision to close the Replacement Hospital (the "Closing Notice") which shall refer to this Section of this Agreement. Within ten (10) days after the receipt of notice, representatives of Buyer and Seller shall meet and select a nationally recognized firm with extensive experience providing fair market valuations of hospitals and health systems that previously has not represented either party (the "Qualified Appraiser") to determine the value of the Replacement Hospital. If Seller and Buyer are unable to agree on the appointment of a Qualified Appraiser during the (10) day period, the appointment of a Qualified Appraiser shall be determined in accordance with the following process:

(1) Within fifteen (15) days following the expiration of the above ten (10) day period, Seller and Buyer shall each select a Qualified Appraiser. The two Qualified Appraisers shall then select a third Qualified Appraiser who shall appraise the fair market value of the Replacement Hospital. Seller and Buyer shall cooperate in good faith with the third Qualified Appraiser and provide reasonable assistance to assist the Qualified Appraiser in determining the fair market value of the Replacement Hospital.

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(2) The determination of the value of the Replacement Hospital by the third Qualified Appraiser shall be binding upon Seller and Buyer and shall be deemed to have been made on the date on which the third Qualified Appraiser delivers written notice (the "Appraisal") of such value (the "Appraised Value") to Seller and Buyer.

(ii) Buyer shall not close the Replacement Hospital for a period of forty-five (45) days after delivery of the Appraisal, during which time Seller may exercise the Right to Purchase by delivering written notice of its intent to purchase the Replacement Hospital for the Appraised Value (the "Right to Purchase Notice") to Buyer referring specifically to this section of this Agreement.

(iii) The cost of any appraisal obtained under this Section shall be borne by the Buyer.

(c) If Buyer should decide to sell or lease the Replacement Hospital within the longer of the time frames identified in subsections (a)(i) and (a)(ii) above, to an unaffiliated third-party, the process to be followed by Seller in exercising its right of first refusal (the "Right of First Refusal") is as follows:

(i) Buyer shall first (i.e. before it sells or leases or agrees to sell or lease the Replacement Hospital) deliver written notice thereof to the City and to the County (the "Sale Notice") which shall refer to this Section of this Agreement, delineate the aggregate sale or lease price (and form of consideration if other than cash and terms thereof) for which Buyer intends or desires to sell or lease the Hospital (collectively, the "Sales Price"), and delineate with specificity the assets of the Hospital which are proposed to be sold or leased (the "Sale Assets").

(ii) With respect to a transaction to which the Right of First Refusal applies, Buyer shall not close on a sale of the Sale Assets to anyone for a period of forty-five (45) days after delivery of the Sale Notice, during which time Seller may exercise the Right of First Refusal by delivering written notice of its intent to purchase the Sale Assets for the Sale Price (the "Right of First Refusal Exercise Notice") to Buyer referring specifically to this Section of this Agreement.

(d) Upon receipt of the Right to Purchase Notice or the Right of First Refusal Exercise Notice, the closing of the exercise of the Right to Purchase or the Right of First Refusal, as the case may be, shall occur no later than thirty (30) days after the delivery of the Right to Purchase Notice or the Right of First Refusal Exercise Notice; provided, however, if such thirtieth (30th) day is not a business day, the closing shall occur on the next succeeding business day. At Closing, Buyer shall execute and deliver to Seller a Quitclaim deed and bill of sale to sell, transfer, assign, and convey the Sale Assets and/or the Replacement Hospital, as the case may be, to Seller. Seller shall pay the Sales Price or Appraised Value, as the case may be, in cash (or otherwise if the Sale Notice or Closing Notice, as the case may be, so provides) at Closing.

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(e) In the event Seller fails to timely deliver the Right to Purchase Notice or the Right of First Refusal Exercise Notice to Buyer after receipt of the Closing Notice or the Sale Notice, Buyer shall be free, as is applicable, to close the Replacement Hospital or to enter into an agreement with the third party buyer identified in the Sale Notice to accomplish the sale of the Sale Assets at a price equal to or greater than the Sale Price. If Seller does not timely provide the Right to Purchase Notice or the Right of First Refusal Exercise Notice to Buyer, then the Right to Purchase or the Right of First Refusal, as applicable, shall terminate with respect to the Closing Notice or the Sale Notice provided by Buyer to Seller.

1.11. Termination of Permitted Encumbrances.

Buyer shall take all actions necessary to terminate and to release Seller from any and all Permitted Encumbrances (as defined in Section 19.2 of the Lease) that occurred during the Lease term. Buyer shall also terminate, release or transfer any provisions in Buyer's debt instruments related to the Hospital or the Lease that pertain to Seller's exposure to such debt and other liabilities. Upon Closing and thereafter, Seller shall not be responsible in any manner for any debt or liabilities pertaining to the Hospital, including, without limitation, any and all Permitted Encumbrances. Buyer shall indemnify and hold Seller harmless from and against any liability, loss, damage, deficiency, cost or expense (including, without limitation, reasonable attorney's fees and associated cost and expenses) resulting from any debt or liabilities pertaining to the Hospital, including, without limitation, any and all Permitted Encumbrances.

1.12. Property Conveyed As Is.

The Property is being sold by Seller and Buyer agrees to accept the Property in "as is, where is" condition without any claims, guarantees or warranties as to such Property, real or personal. From and after Closing, Buyer shall assume and discharge all responsibilities for the operation and maintenance of the Hospital and related facilities.

II. PROVISIONS WITH RESPECT TO CLOSING**2.01. Closing Date.**

The closing of the transactions contemplated under this Agreement (the "Closing") shall take place in the Board of Supervisors conference room located at the Lafayette County Chancery Courthouse, Oxford Mississippi, by 5:00 p.m., local time, on August 18, 2011 (the "Closing Date"). Either party may request an extension to Closing Date after August 12, 2011, for a period of time up to but not to exceed thirty (30) calendar days in total, unless otherwise mutually agreed to by the parties. The Closing shall be effective at 12:01 a.m. on the Closing Date.

2.02. Seller's Obligations at Closing.

At the Closing, Seller shall do the following:

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(a) Execute, acknowledge and deliver to Buyer the ~~Quitclaim~~ deeds in the form attached hereto as Exhibit 2.02(a) conveying title to the Owned Real Property and all easements appurtenant thereto, which deeds shall be in statutory form for recording (the "Quitclaim Deed");

(b) Execute and deliver a standard owner's affidavit substantially in the form attached hereto as Exhibit 2.02(b), in order for Buyer to obtain the Title Policy or "marked up" title commitment issued by the Title Company insuring fee simple title to the Owned Real Property to Buyer (the "Standard Owner's Affidavit");

(c) Execute and deliver to Buyer a bill of sale substantially in the form attached hereto as Exhibit 2.02(c) (the "Bill of Sale");

(d) Execute and deliver an acknowledgment of the termination of the Lease as of the Closing Date substantially in the form attached hereto as Exhibit 2.02(d) (the "Lease Termination");

(e) Execute and deliver a Release and Termination of the Guaranty made and entered into as of May 31, 1989, by Baptist Memorial Health Care System, Inc., in favor of Seller, as beneficiary, in the form attached hereto as Exhibit 2.02(e) (the "Release and Termination of Covenants");

(f) Deliver resolutions adopted by the Board of Supervisors of the County and the City approving this Agreement, the Closing Documents and the transactions contemplated by this Agreement;

(g) Deliver an opinion of counsel for the City and an opinion of counsel for the County, in a form acceptable to the parties (the "Seller's Form of Legal Opinion");

(h) Execute and deliver instruments satisfactory to Buyer and the Title Company reflecting the proper power, good standing and authorization for the sale of the Property from Seller to Buyer hereunder together with all organizational documents of the Seller;

(i) Require each member of the Boards of the City (including the Mayor) and the County, in their individual capacities and counsel for the City and for the County to deliver a certified statement at Closing that (i) he or she does not have a prohibited interest in the Option to Purchase and the sale of the Property by the City and the County to Buyer as proscribed in Section 109, Mississippi Constitution of 1890, and Section 25-4-105(2), Mississippi Code of 1972, and (ii) no action by the City or the County made to authorize or effect the sale of the Property to Buyer would (y) result in a pecuniary benefit for such certifying individual or any relative or any business with which the certifying individual is associated in compliance with Section 25-4-105(l), Mississippi Code of 1972 or (z) result in such member having a "material financial interest" in a business which is a contractor, subcontractor or vendor to the City or the County pursuant to Section 25-4-105(c), Mississippi Code of 1972;

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(j) Deliver a certificate dated as of the Closing Date of the appropriate officer of Seller certifying that the conditions set forth in Section 6.01 and 6.02 have been satisfied;

(k) Deliver one or more certificates as required by Section 3.02 (b)(ii)(b) and Section 3.02 (c) of this Agreement and

(l) Execute and deliver to Buyer all other documents and instruments as may be required by this Agreement.

2.03. Buyer's Obligations at Closing.

Contemporaneously with the performance by Seller of its obligations set forth in Section 2.02 above, at Closing, Buyer shall pay the Purchase Price by wire transfer to the account or accounts designated by the Seller, which account(s) shall be designated in writing at least two (2) business days prior to the Closing. In addition, Buyer and Member (as applicable) shall deliver to Seller at Closing the following documents:

(a) An agreement in the form attached hereto as **Exhibit 2.03(a)** terminating the Foundation Agreement (the "Foundation Termination Agreement");

(b) Resignations of the members of the Board of Trustees of the Foundation appointed by Buyer;

(c) Resolutions adopted by the Board of Directors of the Buyer and Member approving this Agreement, documents, agreements or certificates contemplated by the terms hereof and the transactions contemplated by this Agreement;

(d) One or more instruments in reasonably recordable form executed by a duly authorized officers of Buyer, granting to Seller a right of reconveyance and a right of first refusal in accordance with Sections 1.07, 1.10 and 13.17 of this Agreement;

(e) A certificate dated as of the Closing Date of the appropriate officer of Buyer certifying that the conditions set forth in Section 7.01 and 7.02 have been satisfied;

(f) Certificates of incumbency, dated as of the Closing Date, for the officers of Buyer and Member making certifications for Closing or executing this Agreement or any other documents, agreements or certificates contemplated by the terms hereof to be executed and delivered by Buyer and/or Member;

(g) A certificate of existence of Buyer from the Mississippi Secretary of State, dated the most recent practicable date prior to Closing;

(h) A certificate of existence of Member from the Tennessee Secretary of State, dated the most recent practicable date prior to Closing; and

(i) An opinion of counsel for the Buyer and Member in a form acceptable to the parties (the "Buyer's Form of Legal Opinion"); and

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Agreement.

2.04. Closing Costs.

The parties agree to pay their respective legal, accounting and other expenses, including any fees and expenses, associated with this transaction, excepting as may be provided in Section 1.02(d).

(a) Seller shall pay the following costs and expenses in connection with the Closing:

(i) Recording fees in connection with those instruments necessary to render fee simple title to Buyer (the "Title Instruments"); and

(ii) Its costs of document preparation and its attorneys' fees.

(b) Buyer shall pay the following costs and expenses in connection with the Closing:

(i) All search fees payable for the owner's title commitment;

(ii) Recording fees in connection with the quitclaim deed(s);

(iii) Survey costs;

(iv) Their respective costs of document preparation and their attorneys' fees; and

(v) The premium for the owner's title insurance policy and the search fees to update title.

2.05. Prorations.

The following items shall be prorated between Seller and Buyer as of midnight of the day immediately preceding the date of Closing; such prorations favoring Buyer shall reduce the cash payable by Buyer at the Closing, and such prorations favoring Seller shall increase the cash payable by Buyer at the Closing.

III. AFFIRMATIVE WARRANTIES AND REPRESENTATIONS OF SELLER**3.01. Disclaimer.**

Buyer, as Lessee, has operated the Hospital independently of Seller, as Lessor, since May 31, 1989. As a result, Buyer is knowledgeable of facility, equipment, operations, services and other items used in the operation of the Hospital including conditions as of May 31, 1989, as well as existing conditions and changes, improvements and modifications made by Buyer since the inception of the Hospital Lease. Seller has no independent knowledge of the Hospital since May 31, 1989. Buyer, as Lessee, has had exclusive and independent control of Hospital since

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May 31, 1989. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY OF THE TRANSACTION DOCUMENTS, SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSETS AND PROPERTIES OF, OR THE RESULTS TO BE OBTAINED BY, THE HOSPITAL. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY OF THE TRANSACTION DOCUMENTS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSETS AND PROPERTIES OF, OR THE RESULTS TO BE OBTAINED BY, THE HOSPITAL, ARE HEREBY DISCLAIMED BY SELLER.

3.02. Seller's Warranties and Representations.

As of the date hereof and as of the Closing Date, each Seller, with respect to such Seller only and not jointly and or severally with any other party, represents and warrants to Buyer the following:

(a) No Condemnation Pending or Threatened. There is no pending or threatened condemnation or similar proceeding affecting the Owned Real Property or any portion thereof to the knowledge of Seller, and Seller has no actual knowledge that any such action is presently contemplated.

(b) Authorization.

(i) Seller (A) is a body corporate and politic, duly organized, validly existing under the Constitution and the laws of the State of Mississippi, (B) has full legal right, power and authority to carry on its business as now conducted, and (C) has the power and authority under the laws of the State of Mississippi and has taken all official action necessary to execute and deliver this Agreement, the deed and all other instruments to be executed and delivered by Seller in connection herewith and therewith, and to perform all of its obligations hereunder.

(ii) The execution and delivery by Seller of this Agreement and all other documents executed in connection with this Agreement and the performance by Seller of its obligations hereunder and thereunder (a) have been duly authorized by all requisite official action, (b) as reflected in certificates to be provided by Seller at Closing, to the knowledge of Seller, will not violate or be in conflict with Mississippi Code Annotated § 41-13-15, et seq., or any of the terms, conditions or provisions of any ordinance, code or decree of any court or any federal, state or municipal regulatory agency or administrative agency or any other governmental authority having jurisdiction over Seller or the Property, (c)

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will not result in a breach of the contract (with or without the giving of notice or the passage of time, or both) a default under any indenture, agreement or other instrument to which Seller is a party or by which Seller or any of its properties or assets may be bound, and (d) to the knowledge of Seller will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon Buyer or the Property.

(iii) To the knowledge of Seller, no consent, approval or authorization of or registration, declaration or filing with any person or entity, including without limitation any governmental authority, is required in connection with the valid execution of this Agreement or the performance of any of the transactions required or contemplated hereby or, if required, such consent, approval, authorization or registration, declaration or filing has been or shall have been obtained prior to the Closing Date.

(iv) This Agreement is, and all the documents to be delivered by Seller pursuant to this Agreement will be, when executed by Seller, binding on and enforceable against Seller in accordance with their respective terms, except as such enforcement may be limited by (A) bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors, or (B) by the remedy of specific performance and injunctive and other forms of equitable relief and as to the discretion of the court before which any proceeding thereof may be brought.

(c) Compliance with Laws. As reflected in certificates to be provided by Seller at Closing, Seller has no actual knowledge of, nor has it received written notice of any failure of the Owned Real Property to comply with all applicable laws, ordinances, regulations, statutes, rules, conditions, agreements, declarations and restrictions, including without limitation, all zoning, subdivision, hazardous waste, building, health, fire, safety or other laws pertaining to and affecting the Owned Real Property. Notwithstanding the foregoing, solely for purposes of this Section 3.02(c), the term "Owned Real Property" shall not include the Improvements and the parties acknowledge that the Seller is not making any representation or warranty with respect to the Improvements, except as otherwise provided in this Agreement.

(d) Litigation. To the knowledge of Seller, there is no claim, action, suit, proceeding, inquiry, investigation, or other legal or administrative procedure pending against Seller by or before any court, governmental agency or public board or body including, without limitation, any such action which (i) affects or questions its existence or its territorial jurisdiction or the title to office of any of its officers; (ii) affects or seeks to prohibit, restrain, or enjoin the execution and delivery of this Agreement; (iii) affects or questions the validity or enforceability of this Agreement; or (iv) questions the power or authority of Seller to carry out the transactions contemplated by, or to perform its obligations under, this Agreement.

3.03. Survival of Representations and Warranties.

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The representations and warranties of Seller as set forth in this Article III shall be true and correct as of the effective date of this Agreement and as of the date of Closing and shall survive the Closing. Seller will deliver certificates at Closing to confirm that the representations and warranties of Seller set forth in this Agreement remain true and correct as of the Closing Date. If any change in any foregoing representation or any breach of a foregoing warranty or agreement occurs, and Seller does not cure all such changes and breaches prior to Closing, being a default by Seller, then notwithstanding anything herein to the contrary, Buyer may terminate this Agreement by notice to Seller, and thereafter the parties hereto shall have no further rights or obligations hereunder whatsoever except for such rights or obligations that, by the express terms hereof, survive any termination of this Agreement.

IV. AFFIRMATIVE WARRANTIES AND REPRESENTATIONS OF BUYER AND MEMBER

4.01. Warranties and Representations of Buyer.

As of the date hereof and as of the Closing Date, Buyer expressly warrants and represents to Seller the following:

(a) Authorization of Buyer.

(i) Buyer (A) is a non-profit corporation organized and validly existing under the laws of the State of Mississippi, (B) has full legal right, power and authority to carry on its business as now conducted, and (C) has taken all action necessary to execute and deliver this Agreement and all other instruments to be executed and delivered by Buyer in connection herewith and therewith, and to perform all of its obligations hereunder.

(ii) The execution and delivery by Buyer of this Agreement and all other documents executed in connection with this Agreement and the performance by Buyer of its obligations hereunder and thereunder (A) have been duly authorized by all requisite action, (B) will not violate or be in conflict with any of the terms, conditions or provisions of its organizational documents, any law, order, rule, regulation, ordinance, code or decree of any court or any federal, state or municipal regulatory agency or administrative agency or any other governmental authority having jurisdiction over Buyer, (C) will not result in a breach of or constitute (with or without the giving of notice or the passage of time, or both) a default under any indenture, agreement or other instrument to which Buyer is a party or by which Buyer or any of its properties or assets may be bound, and (D) will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon Seller or its property.

(iii) No consent, approval or authorization of or registration, declaration or filing with any person or entity, including without limitation any governmental authority, is required in connection with the valid execution of this Agreement or the performance of any of the transactions required or contemplated

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having been prepared, such consent, approval, authorization or registration, declaration or filing has been or shall have been obtained prior to the Closing Date.

(iv) This Agreement is, and all the documents to be delivered by Buyer pursuant to this Agreement will be, when executed by Buyer, binding on and enforceable against Buyer in accordance with their respective terms, except as such enforcement may be limited by (A) bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors, or (B) by general equitable principles (whether enforcement is sought in law or at equity).

(b) Financing. Buyer has sources of capital sufficient to permit the parties to consummate the transactions contemplated by this Agreement, including the payment of the Purchase Price, the construction of the Replacement Hospital and all related fees and expenses arising out of the transactions contemplated hereby.

(c) Litigation. Except as set forth on Schedule 4.01(c), to the knowledge of Buyer, there is no claim, action, suit, proceeding, inquiry, investigation, or other legal or administrative procedure pending or threatened against Buyer and/or Member by or before any court, governmental agency or public board or body including, without limitation, any such action which (i) affects or questions its existence or its territorial jurisdiction or the title to office of any of its officers; (ii) affects or seeks to prohibit, restrain, or enjoin the execution and delivery of this Agreement; (iii) affects or questions the validity or enforceability of this Agreement; or (iv) questions the power or authority of either Buyer or Member to carry out the transactions contemplated by, or to perform its obligations under, this Agreement.

(d) Investigation. Buyer has conducted its own independent investigation, review and analysis of the Property, which investigation, review and analysis was done by Buyer and its affiliates and, to the extent Buyer deemed appropriate, by its representatives. Except as and to the extent expressly set forth herein and subject to the limitations and restrictions contained herein, Buyer acknowledges that, except for those representations or warranties expressly set forth in this Agreement, Buyer has not relied on, and shall not be entitled to rely, on any representation or warranty, either express or implied, previously made by Seller or any of its respective agents, representatives, employees or affiliates as to the accuracy or completeness of any of the information provided or made available to Buyer, its respective agents or representatives.

4.02. Warranties and Representations of Member. As of the date hereof and as of the Closing Date, Member expressly warrants and represents to Seller the following:

(a) Member (i) is a non-profit corporation organized and validly existing under the laws of the State of Tennessee, (ii) has full legal right, power and authority to carry on its business as now conducted, and (iii) has taken all action necessary to execute and deliver this Agreement and all other instruments to be executed and delivered by

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Member in connection herewith and therewith, and to perform all of its obligations hereunder.

(b) The execution and delivery by Member of this Agreement and all other documents executed in connection with this Agreement and the performance by Member of its obligations hereunder and thereunder (i) have been duly authorized by all requisite action, (ii) will not violate or be in conflict with any of the terms, conditions or provisions of its organizational documents, any law, order, rule, regulation, ordinance, code or decree of any court or any federal, state or municipal regulatory agency or administrative agency or any other governmental authority having jurisdiction over Member, (iii) will not result in a breach of or constitute (with or without the giving of notice or the passage of time, or both) a default under any indenture, agreement or other instrument to which Member is a party or by which Buyer or any of its properties or assets may be bound, and (iv) will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon Seller or its property.

(c) No consent, approval or authorization of or registration, declaration or filing with any person or entity, including without limitation any governmental authority, is required in connection with the valid execution of this Agreement or the performance of any of the transactions required or contemplated hereby or, if required, such consent, approval, authorization or registration, declaration or filing has been or shall have been obtained prior to the Closing Date.

(d) This Agreement is, and all the documents to be delivered by Member pursuant to this Agreement will be, when executed by Member, binding on and enforceable against Member in accordance with their respective terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors, or (ii) by general equitable principles (whether enforcement is sought in law or at equity).

4.03. Survival of Representations and Warranties.

The representations and warranties of Buyer and Member as set forth in this Agreement shall be true and correct as of the effective date of this Agreement and as of the Closing and shall survive the Closing. Buyer and Member shall each deliver certificates to Seller at Closing to confirm that each of their respective representations and warranties set forth in this Agreement remain true and correct as of the Closing Date.

V. PRE-CLOSING COVENANTS**5.01. Title Evidence.**

Within fifteen (15) days of the execution of this Agreement, Buyer shall obtain a commitment (the "Title Binder") from a title insurance company selected by Buyer (the "Title Company") for the issuance of an ALTA 2006 Form owner's title insurance policy (the "Title Policy"), together with copies of all documents listed therein as exceptions. The Title Binder, as of the date of issuance, shall indicate marketable and insurable fee simple title to the Owned Real

Property to be ~~with~~ **MINUTE BOOK No. 61, CITY OF OXFORD** ~~subject to the Buyer's current leasehold interest. The~~
Title Binder shall be issued by the Title Company and shall provide for the issuance of the Title
Policy to Buyer, or at the election of Buyer upon receipt of a "marked" Title Binder acceptable to
it, upon the Closing of the sale of the Owned Real Property in an amount equal to the reasonable
value assigned to the Owned Real Property, without exception for any matters other than the
Permitted Exceptions as hereinafter set forth in Section 5.05.

5.02. Survey.

Prior to Closing, Buyer may obtain an ALTA/ACSM "As-Built" survey of the Owned Real Property prepared by a surveyor acceptable to Buyer (the "Survey"). Any Survey obtained by Buyer shall be certified to Buyer, Seller and the Title Company.

5.03. Cure of Title and Survey Defects.

Within ten (10) days of the receipt of the last to be received of the Title Binder or Survey, Buyer shall provide Seller with copies of the Title Binder written notice of any title defects or any matters that materially interfere with Buyer's intended use of the Owned Real Property as reflected on the Survey. Seller shall, within ten (10) days thereafter, advise Buyer of its intent to cure or not to cure said defects. If Seller agrees to cure the defects, Seller agrees to use reasonable and diligent efforts to satisfy promptly any such objection prior to Closing to the reasonable satisfaction of Buyer and Title Company. Notwithstanding the foregoing, all costs incurred by Seller to cure any title defects shall be borne solely by the Buyer and Buyer shall promptly (but in no event more than five (5) days after the submission of reasonable documentation) reimburse Seller for its costs incurred to cure any title defects. In the event Seller does not elect to cure such unacceptable matters or is unable within the exercise of due diligence to satisfy said objections prior to Closing, Buyer may, at its option, (a) accept title subject to the objections raised by Buyer in which event said objections shall be deemed to be waived for all purposes or (b) cancel this Agreement and this Agreement shall be of no further force and effect. Upon any termination of this Agreement pursuant to this Section 5.03, the parties agree that the Lease shall continue in accordance with its terms. It is expressly agreed that Buyer, in its reasonable discretion, may elect to accept or reject any proposed affirmative title insurance as a satisfaction of a title objection.

Any easements through adjoining private land for drainage, ingress, egress, parking, vehicular and pedestrian passage and the installation, operation and maintenance of utilities shall be pursuant to recorded agreements satisfactory to Buyer in its reasonable discretion, and the easement areas created thereby shall, to the extent permitted by applicable law, be insured by the Title Company as part of the Property insured under the Title Policy issued at the Closing Date.

Further, each party shall cooperate upon the reasonable request of the other party to furnish to the other party copies of any documents and/or contracts relating to the Owned Real Property, to the extent that such documents or contracts exist with respect to the Owned Real Property and are not in the possession of the requesting party.

5.04. Title to Owned Real Property.

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In accordance with Section 1.12 and 2.02 of this Agreement, the Owned Real Property shall be conveyed to Buyer in "as is, where is" condition without any claims, guarantees or warranties as to such Owned Real Property.

5.05. Best Efforts to Close.

Each party hereto shall use its good faith best efforts to proceed toward the Closing and to cause the other party's conditions to Closing to be met as soon as practicable and consistent with the other terms contained herein. Each party hereto shall notify the other parties as soon as practicable of any event or matter which comes to such party's attention which may reasonably be expected to prevent the conditions to such party's obligations being met.

5.06. Consents.

Each party hereto will use its respective best efforts to obtain all permits, approvals, authorizations and consents of all third parties necessary for the purpose of consummating the transactions contemplated hereby.

VI. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment at or prior to the Closing of each of the following conditions (any or all of which may be waived in whole or in part by Buyer):

6.01. Representations and Warranties.

The representations and warranties of Seller made in this Agreement shall be true and correct as of the date of this Agreement and at and as of the Closing Date with the same force and effect as if made at and as of the Closing Date, except where the failure of such representations and warranties to be true and correct would not materially impair the ability of Buyer to consummate the transactions contemplated hereby.

6.02. Performance.

Seller shall have performed and complied, in all material respects, with all agreements and covenants required by this Agreement to be so performed or complied with by Seller at or prior to the Closing.

6.03. Closing Certificates.

Each Seller shall have delivered to Buyer certificates, dated as of the Closing Date, executed by an executive officer of such Seller, certifying (a) the fulfillment of the conditions specified in Sections 6.01 and 6.02 and (b) that the transactions contemplated by this Agreement have been duly authorized and executed.

6.04. Consents.

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All notices, and all other communications, approvals and waivers from third parties required for Buyer to consummate the transactions contemplated hereby shall have been made and obtained.

6.05. No Injunction or Statute.

No statute, rule, regulation, executive order, decree, injunction or other order enacted, entered, promulgated, enforced or issued by any governmental authority preventing the consummation of the transactions contemplated by this Agreement shall be in effect on the Closing Date.

6.06. No Proceeding.

There shall be no pending claim, action, suit, proceeding, inquiry, investigation, or other legal or administrative procedure challenging or seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

VII. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment at or prior to the Closing of each of the following conditions (any or all of which may be waived in whole or in part by Seller):

7.01. Representations and Warranties.

The representations and warranties of Buyer and Member made in this Agreement shall be true and correct as of the date of this Agreement and at and as of the Closing Date with the same force and effect as if made at and as of the Closing Date, except where the failure of such representations and warranties to be true and correct would not materially impair the ability of Seller to consummate the transactions contemplated hereby.

7.02. Performance.

Buyer and Member shall have performed and complied, in all material respects, with all agreements and covenants required by this Agreement to be so performed or complied with by such party at or prior to the Closing.

7.03. Closing Certificates Buyer and Member shall have delivered to Seller certificates, dated as of the Closing Date, executed by an executive officer of such Buyer and Member, certifying (a) the fulfillment of the conditions specified in Sections 7.01 and 7.02 and (b) that the transactions contemplated by this Agreement have been duly authorized and executed.

7.04. No Injunction or Statute.

No statute, rule, regulation, executive order, decree, injunction or other order enacted, entered, promulgated, enforced or issued by any governmental authority preventing the

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consummation of the transactions contemplated by this Agreement shall be in effect on the Closing Date.

7.05. No Proceeding.

There shall be no pending claim, action, suit, proceeding, inquiry, investigation, or other legal or administrative procedure challenging or seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

VIII. COVENANTS OF BUYER

As additional consideration and as part of the Purchase Price, Buyer will comply with each of the covenants and agreements described below at the Hospital (from and after Closing and until construction of and relocation to the Replacement Hospital), as well as at the Replacement Hospital and Medical Campus (from and after the construction of and relocation to the Replacement Hospital). Buyer hereby covenants and agrees as follows:

8.01. Indigent Care / Medical Care.

Buyer covenants and agrees not to refuse treatment to any person by reason of such person's race, creed, color or religious or sexual preference and to provide uncompensated care to indigent citizens in the County in an amount and at a level equal to or greater than that provided by the Hospital during the fiscal year immediately preceding the Commencement Date of the Lease. The parties agree that Buyer shall be solely responsible for providing indigent care and that Seller shall have no liability or obligations in respect thereof. Buyer agrees to provide such care without compensation and not to seek payment from the City or the County, which shall have no financial responsibility for such care.

8.02. Ambulance Services.

Buyer covenants and agrees to provide or to make provision for the operation of an ambulance service and shall be responsible for or shall make provision for maintaining and replacing, as needed, emergency medical vehicles and other assets of such ambulance service. Buyer agrees to operate or to make provision for the operation of such ambulance service at the level of care and services existing as of the Closing and in accordance with applicable federal, state or local laws, rules, regulations and ordinances and the policies and guidelines of applicable accrediting agencies, and at appropriate times to effect or make provision for an upgrade in the level of care and services of/by such ambulance services. Buyer further covenants and agrees to use its best efforts for the continued operation of air ambulance service serving the Hospital and Replacement Hospital as described in Section 26.7 of the Lease. The parties agree that the reasonable efforts of Buyer to secure the provision of air ambulance service shall not be interpreted to require that Buyer own, operate, or provide a financial subsidy to an air ambulance service to serve the Hospital.

8.03. Hospital and Regional Medical Center.

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Buyer covenants and agrees to continue to operate the Hospital as a non-profit, general, acute care, regional referral hospital and maintain all governmental authorizations, including, without limitation, State licensure and Medicare and Medicaid certification, necessary for the operations of the Hospital and its subdivisions, including the shared objective that the Hospital remain a regional referral medical center serving North Mississippi. Buyer further covenants and agrees to continue to operate the Hospital until such time as a Replacement Hospital is built and the Hospital's services are relocated as contemplated by this Agreement and, in accordance with Section 1.03 above, Buyer covenants and agrees that this covenant shall apply to the Replacement Hospital upon the Hospital's relocation thereto.

8.04. Patient Care Prior to Move in to Replacement Hospital.

Buyer covenants and agrees to continue to operate the Hospital until such time as a Replacement Hospital is built and the Hospital's services relocated, as set forth in this Agreement. Buyer further covenants and agrees that patients shall continue to receive the same level of medical care during the period between the Closing and the completion and move in to the Replacement Hospital that those patients would have received if the Lease had remained in effect during such period. Upon vacation of the existing Hospital facility, Buyer shall ensure that the existing Hospital facility will be maintained in good repair, structurally sound and free from debris, rubbish and garbage. Buyer shall maintain the physical structure and environs of the vacant building in a safe and secure manner. The grounds shall be maintained in a manner that minimizes the appearance of vacancy, including regular maintenance and mowing.

8.05. Physician Recruitment.

Buyer covenants and agrees to continue recruitment of physicians and enlargement of the Hospital's Medical Staff including provision for an active medical staff development program with periodic written plans and studies of physician needs consistent with community needs and in consideration of Buyer's historical efforts, existing and anticipated physician supply.

8.06. Hospital Facilities and Equipment.

Buyer covenants and agrees to continue providing for Hospital facilities, medical and surgical services and equipment consistent with historical efforts and anticipated community needs.

8.07. Governing Board.

Buyer covenants and agrees that fifty percent (50%) of the members of the governing board of the Hospital will be composed of residents and citizens of the City or the County who are not otherwise employed by Buyer or by any entity whose sole member is Baptist Memorial Health Care Corporation. Following the Closing, the governing board's bylaws shall allow the Hospital's governing board to make recommendations for future board members to Buyer. The governing board bylaws shall include conflict of interest provisions and each governing board member (i) shall be required to sign annually a report evidencing his or her current conflicts of interest and (ii) shall agree to abide by the conflict of interest provisions.

MINUTE BOOK No. 61, CITY OF OXFORD**8.08. Community Advisory Board.**

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Buyer covenants and agrees to continue its Community Advisory Board (the "Community Advisory Board") that will be composed of residents and citizens of the City or the County. The Community Advisory Board shall give Buyer appropriate input regarding its community need assessments and its public dissemination of community benefit information. Buyer's bylaws shall require appointment of a Community Advisory Board. Buyer in consultation with the City and the County shall appoint the members of the Community Advisory Board. Members of the Community Advisory Board may be removed at any time with or without cause, by Buyer. The Community Advisory Board may adopt appropriate documents governing its activities and procedures and articulating its objectives and duties, which may include, without limitation, the following: (i) to provide Buyer with information concerning the general health care needs of the County and the City; (ii) to provide Buyer with an organized mechanism pursuant to which Buyer will receive information from the County and the City concerning the perceived quality of patient care provided by, and the overall performance of, the Hospital or the Replacement Hospital; (iii) to assist Buyer in Buyer's monitoring of the quality of patient care provided by the Hospital or the Replacement Hospital; and (iv) to provide input concerning or to assist Buyer in respect of such matters relating to the Hospital or the Replacement Hospital and its operations as Buyer may reasonably request. The Community Advisory Board shall have regular meetings at such times and places determined by the Community Advisory Board.

8.09. Medical Staff Requirements.

Buyer covenants and agrees to continue its current policy that at least fifty (50%) percent of the physicians who are active members of its Hospital medical staff shall maintain either board certification in their specialty or board eligibility for such certification.

8.10. Non-Transfer of Beds.

Until May 31, 2034, Buyer shall not reduce its number of licensed hospital beds or transfer any of its licensed hospital beds to any other entity, irrespective of whether or not such entity is located in or outside of Lafayette County.

IX. ADDITIONAL UNDERSTANDINGS RELATING TO POST CLOSING MATTERS

As additional consideration and as part of the Purchase Price, Buyer will comply with each of the covenants and agreements described below at the Hospital (from and after Closing and until construction of and relocation to the Replacement Hospital), as well as at the Replacement Hospital and Medical Campus (from and after the construction of and relocation to the Replacement Hospital). Buyer hereby covenants and agrees as follows:

9.01. Emergency Room.

Buyer hereby represents, covenants and warrants that it desires to seek and maintain its emergency services at a competitive level within the area the Hospital serves. Buyer therefore

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agrees to maintain the Level III Trauma Center designation of the Hospital at Closing (or similar level as may be changed from time-to-time by state regulations) as a base line level of service. DEMENT-MERIDIAN 60-8596

The obligation to maintain a Level III Trauma Center (or comparable) designation shall be subject to normal operating exigencies (such as acts of God, temporary staffing issues, or periodic loss of specialty coverage). In the event of such exigencies, Buyer shall act as promptly as possible to remedy the exigency and to restore the Trauma Center designation. For the longer of (i) ten (10) years following the Closing or (ii) five (5) years following completion of the construction of the Replacement Hospital, Buyer will assess on a bi-annual basis, the community need for and the ability of the Hospital to obtain a higher Level Trauma Center designation and at the appropriate time, in the discretion of the Hospital, seek to advance to such Level Trauma Center designation. An assessment shall be provided to the Governing Body and Community Advisory Board for their review. Buyer agrees that both its current and planned Emergency Department will be staffed 24/7 by physicians and its Emergency Department will be operated to comply with The Joint Commission (or its successor organization or an equivalent organization) standards and Mississippi trauma center rules and regulations as may be amended from time to time.

9.02. Periodic Report.

Buyer shall provide periodically, but not less than bi-annually, a summary written report to the City and the County detailing the operations and services provided by the Hospital and the Replacement Hospital and how Buyer is addressing community need (the "Periodic Report"). The Periodic Report shall discuss progress toward completion of the obligations contained in this Agreement and shall be made available to and reviewed by the Community Advisory Board. The Periodic Report may also be made available to the general public by request. Based on the information contained in the Periodic Report, the Community Advisory Board and the Governing Body may make recommendations, if any, as to improvements or enhancements in the care provided by the Hospital and the Replacement Hospital. The obligation to report completion of the obligations contained in this Agreement shall cease ten years (10) following completion and occupancy of the Replacement Hospital.

9.03. Mental Health Needs.

Buyer covenants and agrees that the Hospital and Replacement Hospital will continue Buyer's current practice of treating the medical conditions of patients requiring mental health services consistent with its patient admission and indigent care policies and facilitating transfer to agencies capable of providing mental health services and treatment, and it will continue to work with the City and County as they develop community plans to provide services and care of mental health patients.

9.04. Other Patient Needs.

Buyer shall assess the need for and develop programs to serve the health and wellness needs of special patient populations, including, without limitation, senior citizens, in conjunction with the development of the new Replacement Hospital and Medical Campus.

MINUTE BOOK No. 61, CITY OF OXFORD**9.05. Reinvestment of Excess Revenues in the Oxford/Lafayette County****Communities.**

Except as required by Article X of this Agreement, Buyer's agreement to construct a new comprehensive Replacement Hospital as described in Section 1.03 of this Agreement shall constitute the full and complete satisfaction by Buyer of Section 26.5 of the Lease.

9.06. Replacement Hospital Expenses of City.

The parties acknowledge that for the Replacement Hospital, Buyer may require additional fire protection services beyond those provided to the Hospital. Buyer agrees that should such services be required, Buyer shall negotiate in good faith with the City to equitably apportion such expenses between the City and the Buyer.

9.07. Auxiliary Ambulance Service Site.

In the event the Replacement Hospital is constructed at a location outside a three (3) mile radius from the site of the current Hospital campus, Buyer agrees that it will establish an unlicensed, auxiliary ambulance service location at or near the site of the existing Hospital campus. The three (3) mile radius shall be measured from the location of the current Emergency Room entrance at the Hospital to the Emergency Room entrance of the Replacement Hospital. Buyer shall maintain such remote ambulance location for fifteen (15) years following the completion and occupancy of the Replacement Hospital, subject to Buyer's right to review such commitment and reach a joint determination with the County and the City as to continued maintenance of the auxiliary site at the time of Buyer's Periodic Report occurring ten (10) years following the completion and occupancy of the Replacement Hospital. The parties anticipate that the auxiliary ambulance service location will be used intermittently to station ambulance employees and vehicles and not as a point of contact for public business or as a dispatch center (as described in the Bureau of Emergency Medical Services Regulations, Title 15, Part III, Subpart 31, Chapter 01, Section 100.03, as amended from time to time).

X. PROVISION WITH RESPECT TO DEFAULT**10.01. Default by Seller.**

In the event Seller should fail to consummate the transaction contemplated herein for any reason except for (i) any permissible reason set forth herein or (ii) Buyer's default, Buyer shall have the right to cancel this Agreement, or it may pursue any and all rights and remedies available to it under Mississippi law including but not limited to the right to seek damages and to seek the specific performance of this Agreement. If the transaction contemplated herein is set aside or vacated by any court of competent jurisdiction, Seller agrees to promptly return the Purchase Price to Buyer, Buyer shall agree to promptly convey the Property to Seller free and clear of any liens, claims, encumbrances except for those reflected in the Title Policy and the Lease shall be reinstated and performed by the parties in accordance with its terms.

10.02. Default by Buyer; Remedies of Seller.

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The Seller shall have the right to determine the adequacy of the proceeds of the Health Foundation Trust Fund to ascertain or inadequate depending on the nature of Buyer's default in the performance of any contractual duty, including, without limitation, the construction of the Replacement Hospital within the agreed time frame or failure to obtain Certificate(s) of Need to construct and to operate the Replacement Hospital. Upon the occurrence and continuance of an event of default as specified below, Seller shall have the remedies under the particular default section as described below:

(a) In the event the Certificate(s) of Need for relocation and construction of the Replacement Hospital are not obtained, and Buyer is prevented from constructing the Replacement Hospital as a result thereof, the City and the County shall be entitled to retain the entirety of the Purchase Price (\$60,000,000) and the proceeds of the Health Foundation Trust Fund. Such event of default will not result in the Seller having an option to purchase the Hospital, and Buyer shall continue as owner of the Hospital. Buyer shall additionally, as owner, thereupon be required to comply with the Lease's reinvestment obligation of Section 26.5, and such reinvestment obligation shall be reinstated as if the Lease had not been terminated, until the sooner of (A) such time as the Replacement Hospital is constructed and occupied or (B) May 31, 2034. If the Replacement Hospital is not constructed and therefore is not occupied before May 31, 2034, Buyer shall have until May 31, 2039 to satisfy the reinvestment obligation.

(b) In the event the Certificate(s) of Need are approved and Buyer fails to construct the Replacement Hospital and to relocate to the new facility within five (5) years of the approval of the Certificate(s) of Need, the City and the County (i) shall be entitled to retain the entirety of the Purchase Price (\$60,000,000) and the proceeds of the Health Foundation Trust Fund and (ii) shall be entitled to the remedy of specific performance unless, upon the occurrence of the event described in this Section 10.02(b), the County and the City mutually agree to instead jointly receive \$30,000,000 from Buyer as liquidated damages. Such event of default will not result in the City and the County having an option to purchase the Hospital, and Buyer shall continue as owner of the Hospital. Buyer shall additionally, as owner, thereupon be required to comply with the Lease's reinvestment obligation of Section 26.5, and such reinvestment obligation shall be reinstated as if the Lease had not been terminated, until the sooner of (A) such time as the Replacement Hospital is constructed and occupied or (B) May 31, 2034. If the Replacement Hospital is not constructed and therefore is not occupied before May 31, 2034, Buyer shall have until May 31, 2039 to satisfy the reinvestment obligation.

(c) In the event of Buyer's default of any of its other obligations set forth in this Agreement (other than the obligations described in subsections (a) and (b) above), the City and the County (i) shall be entitled to retain the entirety of the Purchase Price (\$60,000,000) and the proceeds of the Health Foundation Trust Fund, and (ii) shall be entitled to specific performance as to the obligations identified in this subsection (c) and may pursue any and all other remedies available at law or in equity, including without limitation related injunctive relief. The City, the County and Buyer agree that the dispute resolution process set forth in Section 10.04 shall be utilized in case of an event of default as described in this subsection (c) in order to avoid the time and expense of litigation. If the City and the County are required to enforce their legal and equitable rights described in this subsection (c), including without limitation specific performance and injunctive

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rights, and do prevail in enforcing their legal and equitable remedies, Buyer shall pay to the City and the County their attorney fees incurred in such enforcement efforts.

In the exercise of the remedy of specific performance, the City and County may act severally. In the exercise of the remedy of liquidated damages, the City and County must act jointly.

10.03. Buyer's Agreement to Hold Harmless and Defend.

(a) Buyer shall indemnify, hold harmless, and defend (or provide for the defense, at the option of the parties to be indemnified) the City and County, and their individual officials, employees and agents, against any and all actions, claims, liability, loss, damage, deficiency, cost or expense (including, without limitation reasonable attorney's fees and associated costs and expenses), arising from or associated in any way with the sale and transfer of the Property, any misrepresentation, breach of warranty or breach of any covenant or agreement of Buyer or Member set forth herein, and the negotiation and entry into the proposed sale and transfer contemplated in this Agreement, and all transactions, actions, incidents and matters related thereto. The Buyer's obligation to indemnify, hold harmless and defend shall expire upon the earlier to occur of: (i) five (5) years after the date of Closing, or (ii) the initiation of services at the Replacement Hospital.

(b) Buyer shall indemnify, hold harmless, and defend (or provide for the defense, at the option of the parties to be indemnified) the City and County, and their individual officials, employees and agents, against any and all actions, claims, liability, loss, damage, deficiency, cost or expense (including, without limitation reasonable attorney's fees and associated costs and expenses), arising from the acts or omissions of Buyer, Buyer's employees, agents, independent contractors, guests, invitees or any other person or thing in respect of the Property and the operations of the Hospital during the term of the Lease and from any injury to person or damage to property caused by the Property during the term of the Lease.

(c) The Buyer's obligation to hold harmless and indemnify the City and the County against claims asserted by unrelated third parties shall be subject to any statutory or common law damages cap, defense and immunity that are finally judicially determined by a court of competent jurisdiction to be applicable to the City and County. Therefore, in undertaking the defense of or agreeing to hold harmless and indemnify the City and the County as to any matter or claim covered in Section 10.04, the Buyer shall have the right to assert on behalf of the City and the County any statutory or common law damages cap, defense and immunity and the Buyer's obligation to hold harmless and indemnify shall not be construed as a waiver by the City and the County of any statutory or common law damages cap, defense and immunity. Notwithstanding the foregoing, the Buyer's obligation to defend the City and County against claims asserted by unrelated third parties shall be subject to all other terms and conditions set forth in this Agreement. To be entitled to Buyer's defense of such actions, the City and the County must give Buyer timely written notice of the claim upon which its defense is required under this Section 10.03 and in the case a third party claim upon which a claim for defense and hold

harmless to sell the assets by each third party. Notwithstanding the foregoing, Buyer's obligation to hold harmless and defend Seller shall continue until the final termination of any action or proceeding as to which Buyer has defended, indemnified and/or held Seller harmless pursuant to this Section 10.03.

(d) The liability of Buyer for hold harmless, defense and indemnification claims pursuant to Section 10.03(a) shall not exceed \$10,000,000.

10.04. Dispute Resolution Process for Breach Under 10.02(c).

The Seller and the Buyer agree that the dispute resolution process set forth in this Section 10.04 shall be utilized in case of an event of default as described in Section 10.02 (c) in order to avoid the time and expense of litigation:

(a) Cure Period. The City and the County shall provide the Buyer written notice of any breach described in Section 10.02(c), which notice shall include a detailed description of the basis for such breach and a description of what would be satisfactory to the City and the County to remedy such asserted breach. The Buyer shall be entitled to a thirty (30) day cure period to cure the alleged breach. If the Buyer takes the actions described in the notice as to what would satisfy the City and the County to cure the breach, the breach shall be deemed cured.

(b) Dispute Resolution. If such breach is not cured within the applicable cure period, the matter shall be submitted to non-binding mediation which shall be conducted in Oxford, Mississippi in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Within ten (10) business days after the expiration of the applicable cure period, Seller and Buyer shall each select one mediator from a list (the "List") provided by the American Health Lawyers Association Alternative Dispute Resolution Service and the two mediators so selected shall appoint a third mediator from the List to make the determination with respect to the breach. The expense and costs of mediation shall be borne equally by the parties to the mediation, provided that each party shall pay for and bear the expenses of its own experts, evidence and counsels' fees. The mediation shall commence within fifteen (15) calendar days of appointment of the mediator. All matters relating to any mediation hereunder shall be designated confidential information, shall be maintained in strict confidence by the mediator and the parties, shall be deemed to have been delivered in furtherance of settlement, shall be exempt from discovery and production, and shall not be admissible in evidence (whether as an admission or otherwise), in any proceeding for the final resolution of the breach or otherwise.

XI. BROKERAGE COMMISSIONS

11.01. Broker.

Seller and Buyer warrant each to the other that they have not dealt with any real estate broker or salesperson with regards to this transaction and there are no real estate brokerage and commission fees owed as a result of the transaction contemplated by this Agreement. Buyer

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agrees to indemnify and hold Seller harmless from any and all commissions claimed by any broker or third party arising by virtue of this transaction whose commissions might legally arise from acts of Buyer.

XII. TERMINATION**12.01. Optional Termination.**

This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by the mutual agreement of Buyer and Seller;
- (b) by Buyer in accordance with the provisions of Section 5.03;
- (c) by Seller or Buyer, if any court of competent jurisdiction in the United States or other United States Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and non-appealable;
- (d) by Seller, if Buyer or Member commits a material breach of any of the terms hereof and such material breach has not been cured within thirty (30) days of receipt of notice of such breach; or
- (e) by Buyer, if either Seller commits a material breach of any of the terms hereof and such material breach has not been cured within thirty (30) days of receipt of notice of such breach.

12.02. Notice of Abandonment.

In the event of any termination pursuant to Section 12.01, written notice shall forthwith be given to the other parties hereto except with respect to a termination pursuant to Section 12.01(a).

12.03. Effect of Termination.

Except for the obligations contained in Section 2.04, upon the termination of this Agreement pursuant to Section 12.01 hereof, this Agreement shall forthwith terminate, and no party hereto or any of their respective officers, directors, trustees, members or shareholders shall have liability hereunder to any other party; provided, however, that in no event shall a party hereto be released from liability for damages under this Agreement or otherwise in the event such party breaches any of its representations, warranties or covenants in this Agreement.

XIII. OTHER CONTRACTUAL PROVISIONS**13.01. Assignment.**

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Seller may not assign its respective rights and/or obligations under this Agreement in whole or in part to any third party. Buyer may not assign its respective rights and/or obligations under this Agreement in whole or in part to any third party. DEMENT-MERIDIAN 60-8596

13.02. Notices.

All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be, (notwithstanding lack of actual receipt by the addressee) (i) when delivered by personal delivery or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express or Purolator), addressed to the party to whom notice is intended to be given at the address set forth below:

Buyer: Baptist Memorial Hospital-North Mississippi, Inc.
350 N. Humphreys Boulevard, Suite 545
Memphis, TN 38120-2177
Attention: Gregory M. Duckett Esq.

With a copy to:

Baker Donelson Bearman Caldwell & Berkowitz
Attention: Richard G. Cowart, Esq.
Baker Donelson Center
Suite 800
211 Commerce Street
Nashville, TN 37201

County: Lafayette County Board of Supervisors
300 North Lamar
Post Office Box 1240
Oxford, Mississippi, 38655
Attention: Lloyd Oliphant, President

With a copy to:

David D. O'Donnell, Board Attorney
Clayton O'Donnell PLLC
1300 Access Road, Suite 200
Oxford, Mississippi 38655

City: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655
Attention: Mayor George "Pat" Patterson

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With copy to:

DEMENT-MERIDIAN 60-8596

Pope S. Mallette, Board Attorney
Mayo Mallette PLLC
5 University Office Park
2094 Old Taylor Road, Suite 200
Post Office Box 1456
Oxford, Mississippi 38655

Any party may change the address to which its notices are sent by giving the other party five (5) days prior written notice of any such change in the manner provided in this Section, but notice of change of address is effective only upon receipt.

13.03. Entire Agreement.

This Agreement embodies and constitutes the entire understanding among the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

13.04. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflicts of laws provisions. Buyer and Seller agree that Lafayette County, Mississippi, shall be the choice of forum.

13.05. Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

13.06. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns (subject, however, to the restrictions of Section 13.01).

13.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

13.08. Interpretation.

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Whenever the context of final instrument requires, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

13.09. Severability.

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.10. Time of Essence.

Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. of the next full business day.

13.11. Section 6045(e) of the Internal Revenue Code of 1986.

If applicable, Seller and Buyer acknowledge and agree that Section 6045(e) of the Internal Revenue Code of 1986 requires that notice of the sale and purchase of the Property described in this Agreement be provided to the Internal Revenue Service (herein "IRS") by preparation of and filing with the IRS of IRS Form 1099-B; and further, Seller and Buyer agree to furnish and provide to the closing agent any and all information that the closing agent may require in order for it to (a) comply with all instructions to the IRS Form 1099-B in the preparation thereof and (b) prepare and timely file with the IRS said IRS Form 1099-B with respect to this transaction.

13.12. Authority of Parties.

Seller and Buyer represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that the delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

13.13. Further Assurances.

In addition to the obligations required to be performed hereunder by Seller and Buyer at Closing, Seller and Buyer shall perform such other acts, and execute, acknowledge and deliver subsequent to Closing such other instruments, documents and other materials as the other may

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reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer. DEMENT-MERIDIAN 60-8596

13.14. No Waiver.

Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.15. Execution Date.

The execution date of this Agreement shall be the date on which the last of Seller and Buyer shall sign the same.

13.16. Computation of Time.

Whenever this Agreement makes reference to a time period which begins on or lasts for a time "from", "following" or "after" a certain date, it is expressly understood and agreed that the words "from", "following" and "after" do not imply or impute the word "including" so that no such time frames shall include such date.

13.17. Memorandum of Covenants.

The covenants and agreements described in Articles VIII and IX shall be referenced and included in a memorandum executed by the parties at Closing which shall be separately and properly filed in the land records of Lafayette County, Mississippi in substantially the same form as shown in **Exhibit 13.17** (the "Memorandum of Covenants"). Buyer hereby agrees that such memorandum shall be filed in the proper land records regarding the Replacement Hospital real property immediately upon purchase of such real property, thereby making the Replacement Hospital property subject to such covenants and agreements.

13.18. Successor Entity Covenants.

Until the Replacement Hospital is constructed, Buyer shall not sell the current Hospital without the express written consent of the City and the County. For the term of years ending on May 31, 2034, Buyer shall not sell or lease the Replacement Hospital and/or the Medical Campus to an unaffiliated third-party unless the third party lessee or purchaser contractually agrees to comply with the terms and conditions described in Sections 1.03, 1.04 and 1.05; Articles VIII and IX; and Section 10.02 of this Agreement. Any agreement(s) for lease, sale and/or purchase of the Replacement Hospital and/or the Medical Campus by Buyer shall name the City and County as third-party beneficiaries to such agreement(s) for purposes of enforcing the terms and conditions described in Sections 1.03, 1.04 and 1.05; Articles VIII and IX; and Section 10.02 of this Agreement.

13.19. Expiration of Covenants and Continuing Commitments.

Except as explicitly provided in Article VIII of this Agreement, the Covenants of the Buyer contained in Article VIII of this Agreement shall expire and shall no longer be in effect on the date fifty (50) years from the date of the Closing. Except as explicitly provided in Article IX of this Agreement, the additional commitments and understandings of the Buyer contained in Article IX of this Agreement shall expire and shall no longer be in effect on the date twenty-five (25) years from the date of the Closing.

13.20. Force Majeure.

In the event Buyer shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of any acts of God, war, fire, explosion or flood (individually "Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. Within a reasonable time following the occurrence of Force Majeure, the Buyer shall give written notice to the Seller setting forth a reasonable estimate of such delay, provided that failure to deliver the foregoing notice shall not prevent the Force Majeure event from excusing performance as set forth in the preceding sentence. Except with respect to the remedies and obligations described in Sections 10.02(a) and 10.02(b) of this Agreement, the term "Force Majeure" shall also include any law, order, action or requirement of any governmental agency or authority which prevents or prohibits the Buyer from carrying out its obligations under this Agreement. If any law, order, action, or requirement of any government agency or authority delays the Buyer's obligation to fulfill the obligations described in Sections 1.03 of this Agreement, the parties agree that Buyer may request that the time period of the delay be extended for the period of performance required in Section 1.03, and the City and County shall consider such request in good faith and approve such request if the evidence supports a finding that such request is reasonable and the extension reasonably necessary based on the circumstances causing the delay.

XIV. MEMBER GUARANTY

14.01. Joinder by Member of Buyer.

Baptist Memorial Health Care Corporation ("Member"), as the sole Member of Buyer, hereby joins this Agreement for the sole purpose to guarantee and hereby does guarantee the full and prompt performance and payment by Buyer of Buyer's financial obligations set forth in Sections 1.02 and 1.03 of this Agreement and Buyer's obligations in the event Seller exercises its remedies under Sections 10.02(a) and (b) of this Agreement; does hereby affirm and agree to its representations and warranties in Section 4.02; and further does hereby guarantee the Covenants of Buyer in sub-Sections 8.01, 8.03, 8.06, 8.08 and 8.10 and the provisions of Sections 13.04 and 13.06 (the "Guaranteed Obligations"). Member's guaranty constitutes a guaranty of payment and performance when due and not of collection, and Member specifically agrees that it shall not be necessary or required that Seller exercise any right, assert any claim or demand or enforce any remedy whatsoever against Buyer either before or as a condition to the obligations of Member hereunder; provided, that Member shall have the benefit of and the right to assert any defenses against the claims of Seller that are available to Buyer, as well as those defenses that would have also been available to Member if Member had been in the same contractual position as Buyer under the Closing Documents other than defenses arising from (a) the insolvency, reorganization

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or bankruptcy of Buyer and (c) defenses previously asserted by Buyer in a prior action against Buyer for claims regarding the same disputed matter to the extent such defenses have been finally resolved in Seller's favor by a court of last resort. It shall not be necessary for Seller, in order to enforce such payment by Member, first to (i) institute suit or exhaust its remedies against Buyer, (ii) enforce Member's rights against any other guarantors of the Guaranteed Obligations, (iii) join Buyer or any others liable on the Guaranteed Obligations in any action seeking to enforce this guaranty, (iv) exhaust any remedies available to Seller against any security or collateral which shall ever have been given to secure the Guaranteed Obligations, or (v) resort to any other means of obtaining payment of the Guaranteed Obligations. This guaranty shall remain in full force and effect from the date hereof until payment and performance in full of the Guaranteed Obligations.

14.02. Enforcement of the Closing Documents and Guaranteed Obligations.

(a) Nothing contained herein shall prevent or limit the Seller from pursuing any of its rights and remedies under the Closing Documents or any provisions thereof, according to their terms.

(b) It shall not be necessary for Seller, in order to enforce such payment by Member, first to (i) institute suit or exhaust its remedies against Buyer, (ii) enforce Member's rights against any other guarantors of the Guaranteed Obligations, (iii) join Buyer or any others liable on the Guaranteed Obligations in any action seeking to enforce this guaranty, (iv) exhaust any remedies available to Seller against any security or collateral which shall ever have been given to secure the Guaranteed Obligations, or (v) resort to any other means of obtaining payment of the Guaranteed Obligations.

14.03. Waivers.

(a) Member hereby unconditionally waives: (i) notice of acceptance of this guaranty or of the intention to act in reliance hereon and of reliance hereon; (ii) demand for performance, payment, presentment, protest and notice of nonpayment respecting any Guaranteed Obligation; (iii) any demand for performance or payment hereunder; (iv) notice of the incurring, contracting, amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or of the failure to assert, any Guaranteed Obligation; (v) demand on Member in the event of default; (vi) any invalidity of any Closing Document due to lack of proper authorization of or a defect in execution thereof by Buyer, its purported representatives or agents; (vii) all other notices to which Member might otherwise be entitled; (viii) any rights to exemption under the constitution of the State of Mississippi or any other state as to any Guaranteed Obligation or obligation created hereunder, and (ix) any defenses based on any change in the financial condition of Member or Buyer.

(b) Member agrees that any delay in enforcing or failure to enforce any rights or in making demand on Member for the performance of the obligations of the Member under this guaranty shall not in any way affect the liability of Member hereunder.

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Member specifically waives, against the Seller and any person claiming under the Seller, all rights and benefits which might accrue to Member by reason of any of bankruptcy, arrangement, reorganization or similar proceedings by or against Buyer and agrees that its obligations and liabilities hereunder shall not be affected by any modification, limitation or discharge of the obligations of Buyer that may result from any such proceedings.

14.04. Subrogation. Until Buyer shall have fully and satisfactorily paid, performed, completed and discharged all of the Guaranteed Obligations, Member shall not claim or enforce any right of subrogation, reimbursement or indemnity against Buyer, or any other right or remedy which might otherwise arise on account of any payment made by Member or any act or thing done by Member on account of or in accordance with this guaranty.

14.05. Subordination. All existing or future indebtedness of Buyer to Member (other than intercompany cash management arrangements in the ordinary course of business) is subordinated to all of the Guaranteed Obligations. Whenever and for so long as Buyer shall be in default in the performance or payment of any Guaranteed Obligation, no payments with respect to such indebtedness shall be made by Buyer to Member without the prior written notice to Seller.

14.06. Survival. Member specifically acknowledges and agrees that the obligations and liabilities of Member hereunder shall survive termination of the Closing Documents and remain in full force and effect until the Buyer and/or Member have performed, paid and satisfied in full when due and without offset all of the Guaranteed Obligations.

[Signatures appear on the following page.]

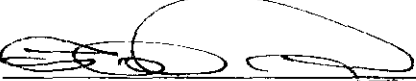
MINUTE BOOK No. 61, CITY OF OXFORD

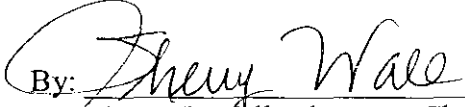
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals as of the date and year first above written, although executed on the dates set forth in their respective acknowledgements attached hereto.

THIS HOSPITAL PURCHASE AND SALE AGREEMENT RESOLVED AND APPROVED BY THE LAFAYETTE COUNTY BOARD OF SUPERVISORS THE 1st DAY OF August, 2011 AND FURTHER RESOLVED AND AUTHORIZED THE PRESIDENT OF THE BOARD OF SUPERVISORS TO SIGN FOR LAFAYETTE COUNTY.

SELLER

LAFAYETTE COUNTY, MISSISSIPPI

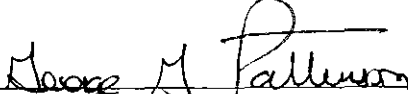
By: 
Lloyd Oliphant, President of the Board
of Supervisors of Lafayette County,
Mississippi

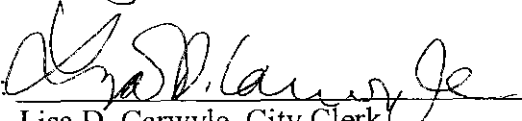
By: 
Sherry J. Wall, Chancery Clerk of
Lafayette County, Mississippi

THIS HOSPITAL PURCHASE AND SALE AGREEMENT RESOLVED AND APPROVED BY THE BOARD OF ALDERMAN OF THE CITY OF OXFORD THE 1st DAY OF August, 2011 AND FURTHER RESOLVED AND AUTHORIZED THE MAYOR OF THE CITY OF OXFORD TO SIGN FOR THE CITY OF OXFORD.

SELLER

CITY OR MUNICIPALITY OF
OXFORD, LAFAYETTE COUNTY,
MISSISSIPPI

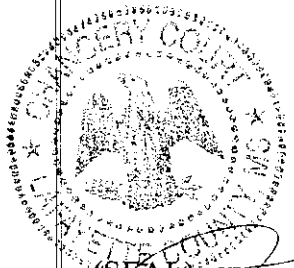
By: 
George "Pat" Patterson, Mayor

By: 
Lisa D. Carwyle, City Clerk

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DEMENT-MERIDIAN 60-8596

**BAPTIST MEMORIAL HOSPITAL -
NORTH MISSISSIPPI, INC.**



By: *Gregory M. Duckett*
Name: Gregory M. Duckett
Title: Corporate Secretary

(SEAL)
Attest: *Sherry Wale*
Title: Chancery Clerk

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JOINDER BY MEMBER

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By signing below, Baptist Memorial Health Care Corporation, as the sole Member of Buyer, hereby joins this Agreement for the sole purpose to guarantee and hereby does guarantee the full and prompt performance and payment by Buyer of Buyer's financial obligations set forth in Sections 1.02 and 1.03 of this Agreement and Buyer's obligations in the event Seller exercises its remedies under Sections 10.02(a) and (b) of this Agreement; does hereby affirm and agree to its representations and warranties in Section 4.02; and further does hereby guarantee the Covenants of Buyer in sub-Sections 8.01, 8.03, 8.06, 8.08 and 8.10 and the provisions of Sections 13.04 and 13.06 of this Agreement.

MEMBER

BAPTIST MEMORIAL HEALTH CARE CORPORATION



By: [Signature]
Name: Gregory M. Dockett
Title: Corporate Secretary

(SEAL)
Attest: [Signature]
Title: [Signature]

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EXHIBITS:

- Exhibit A – Lease Agreement
- Exhibit B – Legal Description
- Exhibit C – Lessor's Equipment
- Exhibit D – Project Description
- Exhibit E – Property Parcels Released from Lease
- Exhibit 2.02(a) – Quitclaim Deed
- Exhibit 2.02(b) – Standard Owner's Affidavit
- Exhibit 2.02(c) – Bill of Sale
- Exhibit 2.02(d) – Lease Termination
- Exhibit 2.02(e) – Release and Termination of Guaranty
- Exhibit 2.03(a) – Foundation Termination Agreement
- Exhibit 3.02(b)(iii) – Attorney General's Opinions
- Exhibit 13.17 – Memorandum of Covenants

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EXHIBIT A

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Lease Agreement

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HOSPITAL LEASE AGREEMENT

between and among

LAFAYETTE COUNTY, MISSISSIPPI

and the

CITY OF OXFORD, MISSISSIPPI,

as Lessor,

and

BAPTIST MEMORIAL HOSPITAL-
NORTH MISSISSIPPI, INC.,

as Lessee

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EXHIBITS

Exhibit "A"

Leased Premises

SCHEDULES

Schedule 1	Consents not Obtained
Schedule 2	Assumed Liabilities
Schedule 3	Development Plan
Schedule 4	Conflicts
Schedule 5	Permitted Encumbrances
Schedule 6	Employee Benefits
Schedule 7	Facility Survey
Schedule 8	Equipment

Copies of said above Schedules 1 through 8 inclusive are on file in the office of the Clerk of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, and in the office of the Clerk of the Board of Supervisors of Lafayette County, Mississippi, to which reference is hereby made, and copies of said Schedules 1 through 8 inclusive are also on file in the office of the Administrator of Oxford Lafayette Medical Center, to which reference is hereby made.

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HOSPITAL LEASE AGREEMENT

HOSPITAL LEASE AGREEMENT dated as of the 31st day of May, 1989 between and among LAFAYETTE COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, organized and existing under the Constitution and laws of the State of Mississippi (the "County") and the CITY OF OXFORD, MISSISSIPPI, a municipal corporation organized and existing under the Constitution and laws of the State of Mississippi (the "City") (the County and the City are hereinafter referred to collectively as "Lessor") and BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC., a Mississippi non-profit corporation ("Lessee").

W I T N E S S E T H

For an in consideration of the mutual agreements hereinafter contained, the parties here to agree as follows:

WHEREAS, Lessor is the owner of Oxford Lafayette Medical Center, a 150-bed general acute care hospital located in Oxford, Mississippi (the "Hospital") and is authorized pursuant to Section 41-13-1 et. seq. Mississippi Code of 1972, as amended, to Lease the Hospital to a non-profit Mississippi corporation; and

WHEREAS, Lessor has determined that it is in the best interests of the citizens and residents of the City and the County to lease the Hospital to Lessee, and that this Lease provides for the Hospital to be operated by Lessee as a regional referral medical center extending the highest quality health and medical services at the lowest reasonable cost, and that this Lease will safeguard community health interests and enhance and promote the public health and general welfare of such citizens; and

WHEREAS, Lessor and Baptist Memorial Health Care Development Corporation (the "Baptist") are parties to that Certain Agreement to Lease dated as of April 10, 1989 (the "Agreement to Lease"); and

WHEREAS, the Baptist has organized Lessee in accordance with, and has otherwise satisfied the obligations of the Baptist to be satisfied as of the date hereof as set forth in the Agreement to Lease; and

WHEREAS, Lessor desires to lease the Hospital to Lessee and Lessee desires to lease the Hospital from Lessor, subject to the following terms and conditions.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

ARTICLE I
LEASE

1.1 Leased Premises. Lessor hereby leases, rents and lets unto Lessee, and Lessee hereby leases, rents and hires from Lessor, for the Lease Term (as hereinafter defined) and subject to all the covenants and conditions hereinafter stated, all right, title and interest of Lessor in and to the following (collectively, the "Leased Premises"):

A. Those certain tracts or parcels of land located in the City of Oxford, County of Lafayette, State of Mississippi, and more particularly described in Exhibit "A" [which shall include the present Hospital site (approximately ten (10) acres) and the Denton Mills site (approximately 5 acres)] attached hereto and made a part hereof by this reference for all purposes, together with all improvements, buildings and fixtures located thereon or within improvements located thereon and owned by Lessor;

B. All rights, privileges, easements and appurtenances thereunto appertaining, together with all personal property owned or leased by Lessor located in or about and which are employed in the operation of the Leased Premises, including machinery, equipment, furniture and furnishings; and

C. All current assets including cash, cash reserves, funds, accounts, accounts receivable, inventory and supplies of Lessor in respect of the Hospital, which Lessor hereby transfers, conveys and assigns unto Lessee during the Lease Term.

Lessee hereby accepts the Leased Premises AS IS, WHERE IS, WITH ALL FAULTS, except for latent defects or dangerous conditions known by Lessor prior to the Commencement Date but not identified by Lessor to Lessee prior to the Commencement Date and subject to the terms and conditions of that certain Trust Indenture dated as of November 1, 1984 (the "Indenture") between and among the County, the City, the Board of Trustees of Oxford Lafayette Medical Center (the "Board of Trustees") and First National Bank of Jackson (the "Trustee"), that certain Supplemental Indenture (the "Supplemental Indenture") dated as of May 31, 1989 between and among the County, the City and the Trustee, the payment obligations in respect of the \$500,000 General Obligation Bonds, Series 1978, Lafayette County, Mississippi, dated July 1, 1978 (the "1978 County Bonds"), the payment obligations in respect of the \$500,000 Hospital Improvement Bonds, City of Oxford, Lafayette County, Mississippi, dated July 1, 1978 (the "1978 City Bonds") and required consents not obtained by Lessor as set forth on Schedule 1 hereto. For purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Indenture. Lessor represents that, except as set forth on Schedule 1 hereto and except with respect to consents required to be obtained by Lessee, all consents necessary to demise the Leased Premises have been secured.

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1.2 Indentured Funds and Accounts. It is not the intent of Lessor that Lessee lease from Lessor amounts held in any Funds or Accounts established pursuant to the Indenture or any amounts held in reserve for or in respect of the 1978 County Bonds or the 1978 City Bonds. All such Funds and Accounts (whether or not held by the Trustee) shall remain in full force and effect for so long as the Bonds shall be outstanding under the Indenture. All monies currently and from time to time in such Funds and Accounts and all investment earnings thereon shall be applied and expended in accordance with the terms and conditions of the Indenture. Lessor agrees that Lessee may in its discretion cause such amounts remaining in such Funds and Accounts to be used to pay or redeem the Bonds in accordance with the terms and conditions of the Indenture.

ARTICLE II TERM

2.1 Lease Term. The term of this Lease shall commence as of 12:01 a.m., June 1, 1989, (the "Commencement Date") 1989 and expire at 11:59 p.m. on the date which is thirty (30) years from the Date of Completion of construction of the capital improvements to the Hospital to be made by Lessee pursuant to Section 5.1 of this Lease unless sooner terminated as hereinafter provided (the "Lease Term"). The "Date of Completion of Construction" shall be defined for the purposes of this Section 2.1 to mean the date Lessee gives written notification to Lessor that the aforesaid capital improvements to the Hospital are substantially completed. Not more than twelve (12) months prior to the expiration of the Lease Term, Lessor and Lessee agree to negotiate in good faith a renewal or extension of the Lease Term; provided, however, that such negotiations shall not constitute an extension of the Lease Term, and if not concluded prior to the expiration of the Lease Term, the Lease Term shall expire as herein provided.

2.2 Licensure, Certification and Approvals. Any provision herein to the contrary notwithstanding, this Lease is expressly conditioned upon the receipt of approvals of the lease of the Hospital herein contemplated, or exemption from such approvals, from any applicable governmental agency or instrumentality whose approval is required to lawfully effect the lease of the Hospital herein contemplated.

ARTICLE III RENT AND OTHER FINANCIAL CONSIDERATIONS

3.1 Rent. Lessee covenants and agrees to pay to Lessor, subject to the Indenture, as rent hereunder the amounts set forth below (collectively, "Rent"). Lessee's obligation to pay Rent hereunder shall be an independent covenant and shall not be subject to set-off or abatement for any reason.

3.1-1 Rent. Lessee shall pay as rent for the Leased Premises an amount described herein and not less than "Net Working Capital" (as hereinafter defined), which is estimated to be approximately \$7,800,000 (using the unaudited balance sheet of Lessor in respect of the Hospital

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dated as of February 28, 1989) and shall make rental payments for same as hereinafter provided in this Section 3.1-1. It is the intention of Lessee to amortize this rent expense over the first eight (8) years of the Term although the actual rental payments shall be made as stated below. For purposes of this Agreement, Net Working Capital is defined as the current assets, including inventory, cash, unrestricted reserves and accounts receivable (net of an allowance for doubtful accounts and exclusive of restricted assets and assets held in reserve pursuant to the Indenture or in respect of the 1978 City Bonds or the 1978 County Bonds) of Lessor in respect of the Hospital, together with Board Designated Assets held in the form of Certificates of Deposit less the current liabilities of Lessor in respect of the Hospital as reflected on the balance sheet of Lessor in respect of the Hospital available as of the Commencement Date, which balance sheet shall be prepared in accordance with generally accepted accounting principles. Within ninety (90) days from and after the Commencement Date, the Net Working Capital of Lessor in respect of the Hospital as of the Commencement Date shall be determined by a "Big Eight" independent certified public accounting firm chosen by Lessor (the "Commencement Date Audit Report"), the cost of which shall be borne by Lessee. These rent payments shall be due and payable to Lessor in installments, with the first such installment being due and payable on the Commencement Date, the second such installment being due and payable within thirty (30) days of Lessee's receipt of the Commencement Date Audit Report and the remaining installments being due and payable as hereinafter provided. Such initial installment shall be made as follows on the Commencement Date: One Million Dollars (\$1,000,000) shall be paid to the County and One Million Dollars (\$1,000,000) shall be paid to the City. The second installment of such rent shall be due and payable within thirty (30) days of the receipt of the Commencement Date Audit Report in an amount equal to (i) all unrestricted cash and Board Designated Assets held in the form of Certificates of Deposit of the Hospital as of the Commencement Date, less (ii) cash payments to Lessor made on the Commencement Date as provided in this Section 3.1-1, less (iii) current liabilities (other than accruals for employee vacation and sick leave) set forth in the Commencement Date Audit Report. This payment, which is estimated to be approximately \$375,000 (using the unaudited balance sheet of Lessor in respect of the Hospital dated as of February 28, 1989), shall be deposited by Lessor in the Oxford/Lafayette Health Foundation. The balance of these rent payments will be paid in subsequent installments under this Section 3.1-1 which are estimated to be approximately \$5,425,000 in the aggregate (using the unaudited balance sheet of Lessor in respect of the Hospital dated as of February 28, 1989), shall be due and payable to the Oxford/Lafayette Health Foundation in five (5) equal, regular, successive, annual installments, without interest, on each anniversary date of the Commencement Date. With regard to the payments of such rent due on the first, second, and third anniversary dates, Lessee shall not be deemed to be in default with regard to such payments if such payments, due to available cash from operations of the Hospital, are made within nine (9) months of their respective payment dates. The installment of such rent due and payable on the first anniversary date of the Commencement Date shall be reduced by \$495,000 in

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consideration of necessary repairs to be made in that amount to the Hospital by Lessee within twelve (12) months of the Commencement Date.

3.1-2 The Indenture. Until such time as the principal of, and all interest and premium (if any) on, the Bonds shall have been paid in full or provision for the payment thereof shall have been made in accordance with the provisions of Section 901 of the Indenture, Lessee shall pay on the dates and in the manner specified in the Indenture, directly to the Trustee for the account of Lessor, all amounts which are required to be paid by Lessor pursuant to the Indenture, including, without limitation, payments to the Funds and Accounts established pursuant thereto.

3.1-3 The 1978 County Bonds. Until such time as the principal of, and all interest and premium (if any) on, the 1978 County Bonds shall have been paid in full, Lessee shall pay on or before June 15 and December 15 each year, directly to the Chancery Clerk of the County for the Board of Supervisors of the County an amount equal to the scheduled payment of principal of, and all interest and premium (if any) on, the 1978 County Bonds.

3.1-4 The 1978 City Bonds. Until such time as the principal of, and all interest and premium (if any) on, the 1978 City Bonds shall have been paid in full, Lessee shall pay on or before February 15 and August 15 each year, directly to the City Clerk of the City for the Board of Alderpersons of the City an amount equal to the scheduled payment of principal of, and all interest and premium (if any) on, the 1978 City Bonds.

3.1-5 Special Additional Rent. Lessee shall pay to the City as special additional rent Seventy-Five Thousand Dollars (\$75,000) per year for fifteen (15) years. Such special additional rent shall be payable only if the City constructs or causes to be constructed the Access Road referenced in Section 5.3 hereof. In the event the City issues bonds or notes to finance the construction of the Access Road, the first annual installment of special additional rent shall be due and payable five (5) days prior to the first date on which the first installment of principal or interest under such bonds or notes is due and payable, with additional installments payable in fourteen (14) equal, regular successive installments on subsequent anniversary dates of such date; if the City issues no bonds or notes to finance such construction, the first annual installment of additional special rent shall be payable on the first business day after construction of the Access Road has commenced, with additional installments payable in fourteen (14) equal, regular successive installments on subsequent anniversary dates of such date.

3.1-6 Additional Supplemental Rent. As described in and provided by Section 5.2 hereof, Lessee shall, as additional supplemental rent hereunder, construct and grant and convey to Lafayette County a building in the Lafayette County Industrial Park at a cost of approximately \$1,300,000 but not to exceed \$1,400,000 in connection with the relocation of Denton Mills.

3.1-7 Other Rent. At any time that the principal of, and all interest and premium (if any) on, the Bonds, the 1978 County Bonds and the 1978 City Bonds shall have been paid in full or provision for the payment thereof shall have been made in accordance with the terms of the Indenture or agreements and documents relating to the 1978 County Bonds or the 1978 City Bonds, and the principal of, and all interest and premium (if any) on, any bonds or other obligations described in Sections 3.1-5 or 3.1-8 hereof, if any, shall have been paid in full or provision for the payment thereof shall have been made in accordance with the applicable provisions of the document(s) pursuant to which such bonds or other obligations shall have been issued, an amount equal to one dollar (\$1.00) per year for the remainder of the Lease Term, due and payable to Lessor on or before the first day of each year of the Lease Term.

3.1-8 Other Bonds. All amounts required to be paid to any trustee pursuant to the terms of any indenture or other document executed in connection with the issuance after the Commencement Date of bonds or other obligations of Lessor which have been approved in writing by Lessee to provide funds to either pay the principal of, and interest and premium (if any) on, the Bonds or to provide financing in connection with the Hospital.

3.1-9 Special Supplement Rent. On the anniversary date of the Commencement Date in the year 2014, Lessee shall make a special supplemental payment of Rent to the Oxford Lafayette Health Foundation in the amount of \$495,000 as Rent for the remainder of the Lease Term.

3.2 Assumption of Liabilities. As of the Commencement Date and as additional Rent hereunder and except as otherwise provided herein, Lessee hereby assumes the payment and performance of all liabilities of Lessor in respect of the Hospital (other than liability resulting from the acts and omissions of Lessor in respect of the Hospital occurring prior to the Commencement Date) which shall be set forth on Schedule 2 hereto (collectively, the "Assumed Liabilities"): (i) all current liabilities, including, accounts and trade payable, (ii) liability for accrued employee benefits (e.g., vacation, sick leave and holiday pay and retirement and pension benefits, if any) and associated taxes and (iii) all agreements, leases (whether operating or capital), contracts and commitments of Lessor in respect of the Hospital (the "Hospital Contracts"). Effective as of the Commencement Date, Lessor hereby assigns, transfers and delegates all rights, obligations and duties of Lessor under the Hospital Contracts to Lessee. Lessee hereby accepts such assignment and delegation and covenants to fully and timely perform Lessor's duties and obligations under the Hospital Contracts, including, without limitation, the payment of amounts due thereunder.

3.3 Satisfaction of the Bonds. Lessee will proceed with due diligence to accomplish, and on or before the expiration of eighteen (18) months from and after the Commencement Date, Lessee shall have provided for the payment of the principal of, and all interest and premium (if any) on, the Bonds in accordance with the provisions of Section 901 of the Indenture, and the obligations of Lessor under the Indenture shall

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have been fully satisfied and discharged. Lessor agrees that Lessor will cooperate with respect to such satisfaction and discharge and, to the extent permitted by law, the County agrees to take all actions necessary to issue revenue bonds, the proceeds of which shall be used for, *inter alla*, the improvements referenced in Section 5.1 hereof. The County shall have no liability in respect of any such revenue bonds and Lessee shall bear all costs and expenses incurred in connection with the issuance thereof.

3.4 Certifications and Schedules. Lessor agrees to provide to Lessee, within thirty (30) days of the date of execution of this Lease, a certificate executed by duly authorized officers of Lessor, setting forth the amounts in all Funds and Accounts created pursuant to the Indenture and further certifying that the amounts held by the Trustee in such Funds and Accounts is not less than the amount required, on such date, to be in such Funds and Accounts pursuant to the terms and conditions of the Indenture.

3.5 Capital Funding. To the extent permitted by law, Lessor agrees to cooperate with Lessee in pursuing appropriate funding sources for the capital needs of the Hospital, including the future facility needs of the Hospital. The parties specifically agree to cooperate in securing legislative and other approvals which may be necessary to issue Hospital Revenue Bonds for such purposes. It is agreed that no funding sources will be required of Lessor which result in any liability to Lessor.

ARTICLE IV USE OF LEASED PREMISES/COMPLIANCE WITH LAW

4.1 Use of Premises. During the Lease Term, Lessee shall use the Leased Premises for the purposes of operating a non-profit, full service, general, acute care hospital. Lessee, at Lessee's sole cost and expense, shall obtain and maintain continuously throughout the Lease Term all authorizations, licenses and permits necessary for the operation of the Hospital licensed as a minimum 150-bed, general acute care hospital. Lessee shall ensure that the Hospital is certified under and enrolled in the Medicare and Medicaid programs throughout the Lease Term and shall comply with all conditions of participation in such programs. In addition, if Lessee reasonably determines it to be in the best interests of the Hospital after taking into consideration the advice and counsel of the medical staff of the Hospital, Lessee shall maintain the Hospital's accreditation with the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO").

4.2 Regional Referral Medical Center. Lessee agrees to develop the Hospital as a regional referral medical center serving North Mississippi. In this regard, Lessee agrees as follows:

(a) To use its best efforts to maintain the Hospital as a regional referral center pursuant to Social Security Act 1886(a)ff and 42 C.F.R. Section 412.96, and in furtherance of maintaining such designation, Lessee agrees to use its best efforts to:

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i. Maintain the Hospital's required case-mix index for discharges at least equal to the case-mix index as established under 42 C.F.R. Section 412.96(c)(1);

ii. Maintain the annual level of discharges of the Hospital at or above 5,000; and

iii. Maintain more than fifty percent (50%) of the Hospital's active medical staff as specialists that are board certified or board eligible.

(b) To develop the Hospital as a primary resource of the Baptist Memorial Health Care System in the Hospital's service area for the following services: neurosurgery, oncology, hematology, pulmonology, cardiac and stroke rehabilitation, industrial injury rehabilitation, psychiatric and substance abuse services.

(c) To continue all health care services currently provided by Lessor at the Hospital at a level equal to or greater than current practices at the Hospital and not discontinue any such health care services for reasons other than quality of care or financial feasibility.

(d) To not relocate any institutional services currently offered by the Hospital to any other health care facility owned or managed now or in the future during the Lease Term by affiliates of Lessee in the Hospital's service area.

(e) To commence recruitment of appropriate physician personnel necessary to provide the services referenced in subsection (b) above within sixty (60) days of the Commencement Date and to use Lessee's best efforts to recruit such physician personnel, including without limitation neurologists and oncologists.

4.3 Compliance with the Law. Lessee shall maintain and conduct Lessee's business on the Leased Premises in a lawful manner and shall timely and fully comply with all federal, state and local laws, statutes and ordinances and all regulations, orders and directives of appropriate governmental and accrediting agencies, as such laws, statutes, ordinances, regulations, orders and directives now exist or may hereafter be enacted, and, at Lessee's sole cost and expense, make any repairs, changes or modifications in, or to the Leased Premises required by any of the foregoing.

4.4 Waste; Nuisance. Lessee shall not perform or fail to perform any acts or carry on or permit to exist any practices that may injure or damage the Leased Premises in any respect or that may constitute a public or private nuisance or menace to the owners or occupants of adjacent property, or that may violate the provisions of any required insurance on the Leased Premises or that may diminish the coverage under such insurance or render such insurance void. Lessee shall not commit or suffer to exist any waste upon the Leased Premises.

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ARTICLE V
CAPITAL IMPROVEMENTS

5.1 Capital Improvements to the Hospital. Lessee shall effect capital improvements to the Hospital to provide new patient facilities and an enhanced public image, with such improvements estimated to cost approximately Thirteen Million Dollars (\$13,000,000), exclusive of financing costs and expenses. Such capital improvements shall include, without limitation, the construction of a new patient tower facing Lamar Avenue and consisting of 110 private and semiprivate beds, each room with private toilet and shower facilities, a new emergency entrance on Elliot Drive, a new public entrance off Belk Boulevard, as well as renovation of the existing facility for new clinical laboratory, ambulatory services, diagnostic service areas, surgery expansion and creation of a women's pavilion. Such capital improvements shall result in a hospital facility of approximately 200,000 square feet and at least 150 licensed beds. Lessee's capital improvements plan is set forth in the Oxford Lafayette Medical Center-Probable Construction Costs prepared by Jones Mah Gaskill Rhodes, Inc. and dated February 23, 1989, a copy of which is attached hereto as Schedule 3 and incorporated herein by reference. Lessee reserves the right, upon consultation with Lessor, to modify the capital improvements plan for unforeseen events and circumstances and to meet the best interests of the Hospital and community. Lessee shall use Lessee's best efforts to obtain and shall obtain all governmental approvals necessary to effect such capital improvements, if any, as expeditiously as possible. Upon the receipt of necessary governmental approvals, if any, Lessee shall commence the construction of the capital improvements and shall diligently pursue same to completion. Lessee covenants and agrees to use Lessee's best efforts to complete the new patient tower within eighteen (18) months after Lessee begins construction and to diligently pursue existing facility renovation and including repairs, replacements and modifications to the Hospital as provided in Section 10.1 hereof, promptly thereafter. Lessee shall comply with all applicable laws, rules, regulations, ordinances and contractual obligations of Lessee in connection with the construction of the capital improvements.

5.2 Relocation of Denton Mills. In connection with the capital improvements to be made by Lessee to the Hospital pursuant to Section 5.1 hereof, it is necessary for Lessor to lease to Lessee pursuant to Section 1.1 hereof certain real property adjacent to the Hospital and currently leased by Denton Mills (the "Adjacent Property"). Pursuant to prior contractual commitments, Lessor is required to relocate the plant currently occupied by Denton Mills and situated on the Adjacent Property. In accordance with the County's plans and specifications and under the supervision of Elliott & Britt Engineering, P.A., Oxford Mississippi, Lessee agrees to make appropriate site preparation for and to construct a building in the Lafayette County Industrial Park at a cost of approximately \$1,300,000 but not to exceed \$1,400,000 and to grant and convey said building to the County as additional supplemental rent under this Lease. Elliott & Britt Engineering, P.A., Oxford, Mississippi shall supervise all aspects of the construction of the building, including, without limitation, reviewing bids and letting contracts. Lessee shall make payments under

such contracts upon request by Elliot & Britt Engineering, P.A., Oxford, Mississippi. Upon conveyance of the building, together with all contractual and other warranties in respect thereof benefitting Lessee, Lessee shall have no further liability or responsibility with respect to the construction or operations of said building and shall be given complete and unrestricted access and use of the Adjacent Property, subject to the terms and conditions of this Lease.

5.3 Access Road. In connection with the lease of the Hospital to Lessee and for and in consideration of the Rent to be paid to Lessor pursuant to Section 3.1-5 hereof, the City agrees to construct an access road (the "Access Road") connecting Lamar Avenue with the Highway 7 Bypass covering such route and area as the City deems appropriate.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF LESSOR

6.1 Existence. Each Lessor is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Mississippi.

6.2 Power/Authorization. Each Lessor has full legal right, power and authority under the laws of the State of Mississippi and has taken all official action necessary (i) to enter into this Lease, (ii) to perform its obligations hereunder, and (iii) to consummate all other transactions contemplated by this Lease.

6.3 Binding Effect. This Lease has been duly executed and delivered by each Lessor and constitutes a valid and binding obligation, enforceable against each Lessor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and except as enforceability may be subject to general principles of equity.

6.4 Conflict. The execution and delivery of this Lease, the performance by Lessor of its obligations hereunder and the consummation of the transactions contemplated hereby will not violate any law, regulations, rule or ordinance or any order, judgment or decree of any federal, state or local court, and, except as set forth on Schedule 4, do not conflict with, or constitute a breach of, or a default under the terms and conditions of any agreement, instrument or commitment to which Lessor is a party or by which Lessor or the Leased Premises is bound.

6.5 Litigation. There is no action, suit, proceeding, inquiry, or investigation pending or, to the knowledge of Lessor, threatened against Lessor by or before any court, governmental agency or public board or body which (i) affects or questions its existence or its territorial jurisdiction or the title to office of any of its officers; (ii) affects or seeks to prohibit, restrain, or enjoin the execution and delivery of this Lease; (iii) affects or questions the validity or enforceability of this Lease or the Bonds; (iv) questions the tax-exempt status of interest on the Bonds;

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(v) questions the power or authority of Lessor to carry out the transactions contemplated by, or to perform its obligations under, this Lease. It is the intent of the parties that neither Lessee nor the assets transferred to it under this Lease shall be subjected to liability or to the satisfaction of any liability or obligation with respect to any and all claims for malpractice, personal injuries, workmen's compensation, unemployment compensation, wrongful death, property damages or any other tort, contract (other than the Hospital contracts) or other claims, demands, occurrences, suits or causes of action in law or in equity arising from, or in any way connected with, the operation of the Hospital prior to the Commencement Date, or expenses in connection therewith. If the existing laws or applicable insurance do not cover or are not sufficient to protect such assets or Lessee from any such liability and Lessor does not otherwise satisfy any such liability, Lessee shall have the right upon giving reasonable written notice to Lessor (i) to satisfy such liability or pay such obligation and to decrease the next installment of Additional Rent Lessee is to make to Lessor pursuant to Section 3.1-1 dollar for dollar by such amount; or (ii) if the liability or obligation exceeds any outstanding installments of Additional Rent under Section 3.1-1, to request payment of such excess amount by Lessor and upon such payment by Lessor to pay the balance of the liability or obligation up to the amount equal to such outstanding installments of Additional Rent and decrease the outstanding installments of Additional Rent by such liability amount; or (iii) if the liability or obligation exceeds any outstanding installments of Additional Rent under Section 3.1-1 and Lessor fails to pay such excess amount, to terminate this Lease and recoup its reasonable costs and expenses, including attorneys' fees and court costs incurred in defending against such liability or protecting such assets. Accordingly, subject to the provisions of any applicable insurance policies, Lessee agrees to assist Lessor in making arrangements for the defense of any such claims or suits and to cooperate in the defense thereof.

6.6 Title. Lessor has good and merchantable title to the Leased Premises, subject to all easements and other matters of record as described on Schedule 5 hereto, the lien of the Indenture, the 1978 County Bonds, the 1978 City Bonds and the Hospital Contracts, and warrants that so long as Lessee is not in default hereunder Lessee shall have quiet enjoyment thereof. To the extent permitted by law, Lessor agrees not to transfer or convey fee title to the Leased Premises during the Lease Term without the prior written consent of Lessee, which consent shall not be unreasonably delayed or withheld.

6.7 Condition of Leased Premises. Lessor warrants that the Leased Premises is suitable and in proper condition for its intended use under this Lease. Lessor further warrants and represents that there are no known dangerous conditions or known latent defects existing upon the Leased Premises on the Commencement Date that have not been disclosed to Lessee.

6.8 Bonds Tax Exempt. To the knowledge of Lessor, no event has occurred since the issuance and delivery of the Bonds, the 1978 County Bonds or the 1978 City Bonds, which has resulted in interest on any of

them being includable in gross income for federal income tax purposes and, to the knowledge of Lessor and based upon prior opinions of counsel, interest thereon is not includable in the gross income of the holders thereof for federal income tax purposes.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF LESSEE

7.1 Corporate Capacity. Lessee (i) is a non-profit corporation, duly organized and validly existing in good standing under the laws of the State of Mississippi, (ii) is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances and orders of public authorities to own its properties and conduct its business in the places and in the manners now conducted and contemplated to be conducted, and (iii) has full corporate power and authority to conduct its businesses as now being conducted. Lessee is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and has applied for a determination from the Internal Revenue Service recognizing Lessee as an organization exempt from federal income taxation pursuant to Section 501(a) of the Code. Upon receipt of such determination letter, Lessee shall forward a copy of same to Lessor.

7.2 Corporate Powers/Authorization. Lessee's execution, delivery and performance of this Agreement and the consummation of the transaction described herein are within Lessee's corporate powers, are not in contravention of Lessee's Articles of Incorporation, Bylaws or any amendments thereto and have been duly authorized by all requisite corporate action.

7.3 Binding Effect. This Lease has been duly executed and delivered by Lessee and constitutes a valid and binding obligation enforceable against Lessee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally, and except as enforceability may be subject to general principles of equity.

7.4 Conflict. The execution and delivery of this Lease, the performance by Lessee of its obligations hereunder and the consummation of the transactions contemplated hereby will not violate any law, regulation, rule or ordinance or any order, judgment, or decree of any federal, state or local court and do not conflict with or constitute a breach of, or a default under the terms and conditions of any agreement, instrument or commitment to which Lessee or the Baptist is a party or by which Lessee, the Baptist or any of their affiliates or any of their respective properties is bound.

7.5 Litigation. There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or, to the knowledge of Lessee, threatened against Lessee or others which (i) affects or seeks to prohibit, restrain or enjoin the execution and delivery of this Lease, (ii) affects or questions the validity or enforceability of this Lease, (iii) questions the power

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or authority of Lessee to carry out the transactions contemplated by, or to perform its obligation under, this Lease, or (iv) might result in a material adverse change in the ability of Lessee to perform any of its obligations hereunder.

ARTICLE VIII GOVERNING BODY/COMMUNITY ADVISORY BOARD

8.1 Governing Body. The Governing Body (as such term is used in the Accreditation Manual for Hospitals published by the JCAHO) of the Hospital shall be constituted and appointed by Lessee. At least fifty percent (50%) of the members of the Governing Body shall be residents and citizens of the County or the City. Lessee agrees to seek the advice and counsel of the County and the City in determining appropriate residents and citizens of the County or the City to be requested to serve on the Governing Body. The initial Governing Body shall have at least one (1) citizen of the County and one (1) citizen of the City among its members. Lessee shall ensure that the Governing Body is established and functions in accordance with and fully and timely performs and satisfies all duties and obligations required to be performed and satisfied by the JCAHO or the conditions of participation of the Medicare program.

8.2 Community Advisory Board. Within six (6) months from and after the Commencement Date, Lessee shall establish a Community Advisory Board (the "Community Advisory Board") that will be composed of residents and citizens of the City or the County. Lessee in consultation with Lessor shall appoint the members of the Community Advisory Board. Members of the Community Advisory Board may be removed at any time, with or without cause, by Lessee. The Community Advisory Board may adopt appropriate documents governing its activities and procedures and articulating its objectives and duties, which may include, without limitation, the following: (i) to provide Lessee with information concerning the general health care needs of the County and the City; (ii) to provide Lessee with an organized mechanism pursuant to which Lessee will receive information from the County and the City concerning the perceived quality of patient care provided by, and the overall performance of, the Hospital; (iii) to assist Lessee in Lessee's monitoring of the quality of patient care provided by the Hospital; and (iv) to provide input concerning or to assist Lessee in respect of such matters relating to the Hospital and its operations as Lessee may reasonably request. The Community Advisory Board shall have regular meetings at such times and places determined by the Community Advisory Board.

ARTICLE IX EMPLOYED PERSONNEL

As of the Commencement Date, Lessee shall offer employment to all personnel employed by or on behalf of Lessor at the Leased Premises immediately preceding the Commencement Date. Such offers of employment shall be for a period of not less than six (6) months at such rates of pay and/or other monetary and other benefits as are at least as favorable to the employees as they currently receive (whether such benefits are

currently provided by Lessor or the State of Mississippi), a schedule of which benefits to be provided by Lessee is attached hereto as Schedule 6. Each person hired will be required to complete all documents reasonably required by Lessee and its affiliates of new employees. During such six (6) month period Lessee shall not terminate any employees except for cause or except in connection with the voluntary resignation or retirement of such employees. To the extent any employees accept such employment, the tenure of such employee shall be measured by Lessee from the date of hire by Lessor of such employee for the determination of vacation, sick leave, work preferences, vesting in pension and retirement benefits, and similar benefits related to the future operations of the Hospital.

ARTICLE X MAINTENANCE AND REPAIR

10.1 General Maintenance. Throughout the Lease Term, Lessee, at Lessee's sole cost and expense, shall keep and maintain the Leased Premises and all parts thereof in as good working order and condition as received by Lessee, ordinary wear and tear excepted. In this regard Lessee shall be responsible for the maintenance, repair and replacement, if necessary, of the roof, foundation, all structural components, the heating, ventilation and air conditioning system of the Hospital and all plumbing, electrical and equipment systems of the Hospital and the grounds, driveways, walkways, paving and parking lots of the Leased Premises. Within the timeframes specified therein or within the time frames specified in Section 5.1 hereof, as appropriate, Lessee shall make all repairs, replacements and modifications to the Hospital in the approximate amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) set forth in the Facility Survey Report of Inspection of the Hospital conducted on March 29 and 30, 1989 (the "Facility Survey") as referenced in correspondence dated April 3, 1989 from Jones Mah Gaskill Rhodes, Inc. to Lessee, a copy of which Facility Survey and correspondence are attached hereto as Schedule 7 and incorporated herein by this reference. Lessee will be responsible for maintenance and repair of all trade fixtures, equipment and machinery constituting a part of the Leased Premises or maintained by Lessee in and on the Leased Premises. Routine maintenance, repair and replacement operations undertaken by Lessee pursuant to Lessee's obligations hereunder shall not require Lessor's consent. Lessee acknowledges that Lessor shall have no obligations concerning repairs to or maintenance of the Leased Premises.

10.2 Improvements by Lessee. Except as required by Sections 5.1 and 10.1 hereof, Lessee shall not make or effect any renovations, alterations, structural additions or capital improvements to the Leased Premises with a cost in excess of Two Million Dollars (\$2,000,000) without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall give Lessor written notice of all capital improvements to the Hospital costing in excess of Five Hundred Thousand Dollars (\$500,000). All renovations, alterations, additions and improvements to the Leased Premises made or effected by Lessee, including, without limitation, those effected pursuant to Section 5.1 hereof, shall be

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surrendered to Lessor as a part of the Leased Premises upon the expiration or termination of the Lease Term.

**ARTICLE XI
EQUIPMENT**

11.1 Lessor's Equipment. All equipment, furniture and furnishings on hand as of the Commencement Date, a schedule of which equipment, furniture and furnishings is attached hereto as Schedule 8, and all replacements, substitutions or enhancements thereof shall constitute a part of the Leased Premises and shall be and remain the personal property of Lessor ("Lessor's Equipment").

11.2 Lessee's Equipment. All equipment, furniture and furnishings acquired by Lessee and not constituting Lessor's Equipment shall be and remain the personal property of Lessee ("Lessee's Equipment") and shall be tagged or marked by Lessee as such. Lessee hereby grants Lessor the right and option to purchase Lessee's Equipment from Lessee upon the expiration or termination of this Agreement, howsoever effected, for a purchase price equal to the greater of the net book value of Lessee's Equipment or the amount of any outstanding indebtedness incurred by Lessee in connection with the purchase or lease of such equipment, which indebtedness Lessor may assume in lieu of any payments to Lessee. Lessor may exercise such option as to all or any portion of Lessee's Equipment by tendering written notice to Lessee of such intent, and identifying the specific equipment to be purchased if less than all of Lessee's Equipment is to be purchased, on or prior to the last day of the Lease Term. Lessee shall convey and transfer Lessee's Equipment, or such portion thereof as designated by Lessor, to Lessor free and clear of all claims, liens, security interests, agreements, charges or other encumbrances (other than debt, if any, to be assumed by Lessee in connection with such purchase and subject to the receipt of appropriate consents of third parties) and shall execute and deliver to Lessor such bills of sale and assignment as may be necessary to effect such conveyance and transfer.

11.3 Disposition of Obsolete Equipment. Lessor and Lessee recognize that portions of Lessor's Equipment may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises. In any instance in which Lessee in its sound discretion determines that any items of Lessor's Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises, Lessee may remove such items of Lessor's Equipment from the Leased Premises, and (on behalf of Lessor) sell, trade-in, exchange or otherwise dispose of same without any responsibility or accountability to Lessor or the Trustee therefor; provided, however, that Lessee shall substitute and install in the Leased Premises other equipment having equal or greater utility (but not necessarily the same function) in the operation of the Leased Premises, and provided further that such removal and substitution shall not impair the operating unit of the Leased Premises. All such substitute equipment shall constitute Lessor's Equipment and shall be held by Lessee on the same terms and

conditions as items originally comprising Lessor's Equipment. Lessee shall execute and deliver to the Lessor such documents as may from time to time be requested to confirm the title of the Lessor to any items of Lessor's Equipment. Lessee will pay any costs (including reasonable attorney's fees) incurred in subjecting to the lien of the Indenture any items of Lessor's Equipment that under the provisions of this Section 11.3 are to become a part of Lessor's Equipment. Lessee will not remove or permit the removal of any of Lessor's Equipment from the Leased Premises except in accordance with the provisions of this Section. Lessee shall furnish to Lessor, within sixty (60) days after the end of each calendar year, Lessee's certificate setting forth a summary description of all removals and substitutions of Lessor's Equipment having an individual book value in excess of Ten Thousand Dollars (\$10,000) made pursuant to this Section during the preceding calendar year.

ARTICLE XII TAXES AND UTILITIES

12.1 Taxes. Lessee shall be responsible for and shall pay prior to delinquency any and all federal, state or local taxes (if any) incurred or assessed in connection with Lessee's operation of the Leased Premises, including, without limitation, federal and state income taxes, franchise taxes, FICA, FUTA and other unemployment taxes. Lessor shall be responsible and shall pay prior to delinquency any and all federal, state or local taxes (if any) incurred or assessed in connection with Lessor's or the Board of Trustees' operation of the Hospital, including, without limitation, federal and state income taxes, franchise taxes, FICA, FUTA and other unemployment taxes.] During the Lease Term and to the extent permitted by law the City and the County agree that they will take such actions as the statutes of Mississippi permit to ensure that the Leased Premises and all property and operations of the Lessee thereon shall remain exempt from ad valorem taxation and other local taxation to the maximum extent allowed by law. To the extent Lessor is not able to exempt the Leased Premises from ad valorem taxation and other taxation, Lessee shall be responsible for and shall timely pay any taxes or assessments in respect thereof or in respect of Lessee's operation of the Hospital.

12.2 Utilities. Lessee shall be solely responsible for and shall promptly pay all charges for utilities in respect of the Leased Premises, including, without limitation, charges for water, gas, electricity, sewer service, refuse disposal, telephone service and similar services incurred in connection with the operation of the Leased Premises during the Lease Term.

ARTICLE XIII INSURANCE

13.1 General Requirements. Lessee, at the sole cost and expense of Lessee, covenants to obtain and maintain throughout the Lease Term all insurance required to be maintained by Lessor pursuant to Section 705 of the Indenture (which requires, *inter alia*, that Lessee maintain fire and

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other casualty insurance at all times in an amount equal to one hundred percent (100%) of the replacement cost of the Leased Premises) and to timely pay all premiums in respect thereof. Lessee covenants to fully and timely satisfy Lessor's obligations under Sections 705, 706 and 707 of the Indenture, which sections are hereby incorporated herein by this reference for all purposes, and which provisions shall survive the satisfaction and discharge of the Indenture. All such policies of insurance shall name Lessor and Trustees as additional named insured to the extent their respective interests may appear.

13.2 Supplemental Insurance. As of the Commencement Date, Lessee, at the sole cost and expense of Lessee, shall obtain for the benefit of Lessor and the Board of Trustees, supplemental insurance policies or coverage providing malpractice and general liability insurance coverage providing for an extended reporting period for claims made in respect of periods through the Commencement Date in such amounts, on such terms and with such carriers as are satisfactory to Lessor.

13.3 Indemnification of Governing Body. Lessee shall indemnify and hold the members of the Hospital's Governing Body harmless from and against any liability (including, without limitation, reasonable attorneys' fees and associate costs and expenses) resulting to such members a result of their participation in the activities of the Governing Body. Lessee's obligation to provide such indemnification shall be set forth in the Bylaws of Lessee and at the request of individual members of the Governing Body Lessee shall enter into a separate indemnification agreements with such requesting members.

13.4 Cancellation/Certification. Certificates of insurance evidencing such coverage shall be delivered to Lessor and the Trustee prior to the Commencement Date and from time to time thereafter prior to expiration of the then-current policy terms. All insurance policies or certificates thereof shall include provision for not less than thirty (30) days prior written notice to the Trustee, Lessor and Lessee of cancellation or change in conditions or terms thereof.

**ARTICLE XIV
CASUALTY DAMAGE**

If, during the Lease Term, the Hospital or any other structure material to the operations thereof is partially destroyed by casualty, Lessee, at Lessee's sole cost and expense, shall rebuild or restore the damaged portion of the Leased Premises to at least the condition existing immediately prior to such destruction so that the Leased Premises can be used to furnish at least substantially the same type and quality of services as were furnished on the Leased Premises prior to such destruction or casualty. In the event of such partial destruction, Lessor shall assign all rights Lessor may have to proceeds of any insurance maintained in respect of the Leases Premises to Lessee. If, during the Lease Term, the Hospital or any other structure material to the operation thereof is substantially destroyed by casualty, Lessee shall have the option to either terminate the Lease Term effective as of the date of such destruction or

to rebuild the destroyed portion of the Leased Premises to at least the condition existing immediately prior to such destruction so that the Leased Premises can be used to furnish at least substantially the same type and quality of services as were furnished on the Leased Premises prior to such destruction. Lessee shall tender written notice to Lessor of Lessee's intent to terminate or to rebuild within thirty (30) days of the date of any such casualty. In the event Lessee elects to terminate the Lease Term, Lessee shall assign all rights Lessee may have to the proceeds of any insurance maintained by Lessee in respect of the Leased Premises to Lessor and shall have no claims against Lessor for the value of any unexpired portion of the Lease Term or otherwise. In the event Lessee elects to rebuild or restore the Leased Premises as above described, Lessor shall assign all rights Lessor may have to the proceeds of any insurance maintained in respect of the Leased Premises to Lessee. Lessee shall give immediate written notice to Lessor in case of fire, accident or other casualty in or about the Leased Premises involving damage exceeding One Hundred Thousand Dollars (\$100,000). For purposes of this Article XIV, the Leased Premises shall be deemed substantially destroyed if more than fifty percent (50%) of the Hospital is rendered unusable. The foregoing notwithstanding, Lessee shall fully and timely satisfy Lessor's obligations under Section 801 of the Indenture, which Section 801 is incorporated herein by this reference for all purposes.

ARTICLE XV CONDEMNATION

In the event any portion of the Leased Premises is acquired in any condemnation or eminent domain proceeds or by conveyance in lieu thereof and the remaining Leased Premises, after any necessary alteration and repairs, is left in a condition suitable in Lessee's reasonable determination for the operation of the Hospital, Lessee agrees to make promptly all necessary alterations and repairs which shall be required because of such taking to restore the Leased Premises to a condition suitable so that the Leased Premises can be used to furnish at least substantially the same type and quality of services as were furnished on the Leased Premises prior to such condemnation. In the event that any portion of the Leased Premises is acquired in any condemnation or eminent domain proceeding or by conveyance in lieu thereof and the remaining Leased Premises is left in a condition not suitable in Lessee's reasonable determination for the operation of the Hospital, Lessee shall have the option upon thirty (30) days written notice to Lessor (i) to terminate the Lease Term as of the effective date of such taking or (ii) to use such condemnation proceeds to acquire real property and to construct a hospital thereon. If, during the Lease Term, any portion of the Leased Premises shall be taken in any condemnation or eminent domain proceeding or by conveyance in lieu thereof and Lessee determines to alter and repair the Leased Premises or to construct a new hospital, Lessor shall assign to Lessee all rights Lessor may have to the proceeds of such condemnation or eminent domain proceeding. If, during the Lease Term, any portion of the Leased Premises shall be taken in any condemnation or eminent domain proceeding or by conveyance in lieu thereof and Lessee determines not to alter and

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repair the Leased Premises or to construct a new hospital, Lessee shall, after making provision for the repayment or Lessor's assumption of Hospital indebtedness, assign to Lessor all rights Lessee may have to the proceeds of such condemnation or eminent domain proceeding and shall have no claims against Lessor for the value of any unexpired portion of the Lease Term or otherwise. The foregoing notwithstanding, Lessee shall fully and timely satisfy Lessor's obligations under Section 802 of the Indenture, which Section 802 is incorporated herein by this reference for all purposes. To the extent permitted by law, the County and the City each agree that they shall take no portion of the Leased Premises in any condemnation or eminent domain proceeding during the Lease Term.

ARTICLE XVI SURRENDER OF POSSESSION

Upon the expiration or termination of the Lease Term, howsoever effected, Lessee shall forthwith surrender the Leased Premises to Lessor, free and clear of all claims, liens, security interests and other encumbrances (except those existing on the Commencement Date and other encumbrances approved in writing by Lessor during the Lease Term) and in as good working order and condition as on the Commencement Date, ordinary wear and tear excepted. The Net Working Capital of Lessee in respect of the Hospital shall be equal to the Net Working Capital set forth in the Commencement Date Audit Report and shall be surrendered to Lessor as a part of the Leased Premises. Lessor's Equipment and all inventory acquired by Lessee during the Lease Term and on hand as of the date of expiration or termination shall also be surrendered to Lessor and all equipment and inventory surrendered shall have an aggregate functional capability at least equal to the aggregate functional capability of the equipment and inventory existing at the Hospital as of the Commencement Date. The inventory surrendered to Lessor shall be sufficient to operate the Hospital in the normal course of its operations as then constituted and shall be at a level consistent with Lessee's operation of the Hospital throughout the Lease Term. Lessee shall execute and deliver to Lessor such bills of sale and assignments as Lessor may require. To the extent Lessor does not exercise Lessor's purchase option in respect of Lessee's Equipment as described in Section 11.2, Lessee may remove Lessee's Equipment from the Leased Premises upon the expiration or termination of the Lease Term; provided, however, that Lessee shall be responsible for and shall immediately repair any damage to the Leased Premises caused by the removal of Lessee's Equipment.

ARTICLE XVII HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after the expiration or termination of the Lease Term, howsoever effected, such holding over on the part of Lessee will not, of itself, renew or extend the Lease Term, and Lessee shall be deemed to be a tenant at sufferance, subject to all of the provisions of this Agreement (to the extent applicable to such form of tenancy).

ARTICLE XVIII
DEFAULT AND LEASE TERMINATION

18.1 Events of Default. Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

A. Failure or refusal by Lessee to pay Rent or any other sum when due hereunder to Lessor; provided, however, that with respect to payments of Rent under Sections 3.1-1 or 3.1-7 Lessee shall not be in default hereunder unless such failure is not cured prior to the expiration of five (5) days after Lessee has received written notice from Lessor of such failure;

B. The vacating of the Leased Premises by Lessee;

C. There shall have occurred an "Event of Default" under the Affiliate Guaranty or the Baptist Guaranty (as such terms are defined in the Agreement to Lease) and the applicable grace periods, if any, shall have expired;

D. Failure of Lessee to fully and timely perform the covenants, obligations or agreements of Lessee under this Agreement within thirty days (30) after the date Lessee receives written notice of such failure of performance, or, with respect to failures of performance not susceptible of cure within thirty (30) days, the failure of Lessee to commence a cure within said thirty (30) day period and to thereafter diligently prosecute same to completion;

E. Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

F. Lessee shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder; or

G. The filing or execution or occurrence (or contemplation thereof) of any of the following: (i) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets or of Lessee's leasehold estate in the Leased Premises; or (ii) the judicial seizure of substantially all of Lessee's assets or of Lessee's leasehold estate in the Leased Premises.

18.2 Remedies. Upon the occurrence and continuance of any of the Events of Default specified in the foregoing Section 18.1, Lessor shall have the option to pursue any one or combination of the following remedies without any notice to or demand upon Lessee whatsoever and in accordance with the rights and obligations of the Trustee:

A. Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor as herein provided,

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and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which Lessor may have for possession of the Leased Premises, expel or remove Lessee and any other person who may be occupying the Leased Premises, or any part thereof. In such event Lessor may seek such damages and remedies as are available at law or in equity for Lessee's breach of this Lease.

B. Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof without terminating this Lease, and exercise Lessor's reasonable efforts to relet the Leased Premises, as Lessee's agent, at the highest rent then obtainable and receive the rent therefor; and Lessee covenants and agrees to pay Lessor on demand any cost or expense incurred by Lessor in connection with reletting the Leased Premises or any deficiency in Rent that may arise by reason of such reletting.

C. Enter upon the Leased Premises and take such actions as may be required of Lessee to cure the complained of default; and Lessee covenants and agrees to reimburse Lessor on demand for any expenses, direct or indirect, which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other foregoing remedies or of the other remedies herein provided or any other remedies provided at law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent or other amounts due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants herein contained. No waiver by Lessor of any violation or breach of any of the terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions or covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. To the extent any amounts due to Lessor under the terms of this Lease, whether as a result of an Event of Default or otherwise, are not timely paid such amounts shall bear interest at the rate of ten percent (10%) per annum from the date such amounts were due until paid to Lessor.

**ARTICLE XIX
PROHIBITION AGAINST LIENS**

19.1 Prohibition Against Liens. Except as provided in Section 19.2 hereof, Lessee covenants that it will not create or suffer to be created any lien, encumbrance or charge upon Lessee's leasehold estate in Leased Premises, Rent payable hereunder, or any part of either thereof, and that it will satisfy or cause to be discharged, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other items which, if not satisfied, might by law become a lien

upon Lessee's leasehold estate in Leased Premises or Rent payable hereunder or any part of either. If any such lien shall be filed against Lessee's leasehold estate in the Leased Premises, or asserted against Rent, by reason of work, labor, services or materials supplied or claimed to have been supplied on or to the Hospital at the request or with the permission of Lessee, Lessee shall, within thirty (30) days after notice is received of the filing thereof or the assertion thereof against the Lessee's leasehold estate in the Leased Premises or Rent, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof against Lessee's leasehold estate in the Leased Premises or Rent, by contest, payment, deposit, bond, order of Court or otherwise. Nothing in this Section 19.1 shall require the Lessee to satisfy or discharge any such lien, encumbrance, charge, claim or demand so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings with adequate reserves established therefore, unless Lessor shall provide Lessee with an opinion of independent counsel that failure to satisfy or discharge such lien, encumbrance, charge, claim or demand jeopardizes the interest of Lessor or the interest of any holders of bonds, the proceeds of which were used in connection with the Hospital, in the Hospital or Rent, in which event Lessee shall satisfy, discharge or otherwise bond or negate such lien, encumbrance, charge, claim or demand in such manner that the interest of Lessor or the bondholders, as the case may be, in the opinion of independent counsel, is not jeopardized. In no event and under no circumstances shall Lessee cause or suffer to exist any lien against or encumbrance upon Lessor's interest in the Leased Premises.

19.2 Permitted Liens. Notwithstanding any provision of this Lease to the contrary but without limiting Lessee's obligation to timely pay Rent and other amounts due and payable by Lessee hereunder, Lessee may create or permit to be created the following liens or encumbrances with respect to Lessee's leasehold interest in the Leased Premises ("Permitted Encumbrances"):

(a) Liens granted in connection with the improvements to the Leased Premises to be constructed by Lessee pursuant to Section 5.1 hereof or in connection with any other improvements, expansion, extension, additions or modifications of the Hospital or any real property adjacent thereto.

(b) Any liens, charges, encumbrances and restrictions which may be created or exist by reason of this Lease.

(c) Liens, charges and encumbrances for taxes or assessments or other governmental charges or levies not then delinquent.

(d) Any mechanic's, laborer's, materialmen's, supplier's or vendor's lien for work or services performed or materials furnished in connection with the Hospital which are not yet due and payable.

(e) Any taxes, liens and encumbrances being contested as provided in Section 19.1.

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(f) Any pledge of Lessee's revenues in connection with Lessee's financing of capital improvements to the Leased Premises.

**ARTICLE XX
SUBJECT TO INDENTURE
AND SUPPLEMENTAL INDENTURE**

This Lease and all rights of Lessee hereunder are and shall be subject and subordinate to the Indenture and the Supplemental Indenture. Lessee shall fully and timely satisfy all obligations of Lessor under the Indenture, including, without limitation, those set forth in Articles V and VII thereof. All of the terms, conditions, covenants and obligations of Lessor under the Indenture are incorporated hereby by this reference for all purposes, which terms, conditions, covenants and obligations shall be binding upon Lessee and which shall survive the satisfaction and discharge of the Indenture but only to the same extent as the same survive with respect to Lessor. Lessee shall upon demand execute, acknowledge and deliver to Lessor or the Trustee, without expense to Lessor for expenses incurred by Lessee in connection therewith, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Lessee hereunder to the Indenture.

**ARTICLE XXI
INDEMNIFICATION**

21.1 Indemnification by Lessor. To the extent permitted by applicable law, Lessor shall indemnify and hold Lessee harmless from and against any liability, loss, damage, deficiency, cost or expense (including, without limitation, reasonable attorneys' fees and associated costs and expenses) resulting from any misrepresentation, breach of warranty or breach of any covenant or agreement of Lessor set forth herein, and from the acts or omissions of Lessor and Lessor's employees, agents, independent contractors, guests, invitees or any other person or thing in respect of the Leased Premises prior to the Commencement Date (including malpractice and general liability) and from any injury to person or damage to property caused by and resulting from any dangerous condition or latent defect known to Lessor, existing upon the Leased Premises on the Commencement Date and not disclosed to Lessee. To be entitled to such indemnification, Lessee must give Lessor prompt written notice of the assertion by a third party of any claim with respect to which Lessee might bring a claim for indemnification hereunder and in all events such notice must be received by Lessor prior to the expiration of the applicable period for defense of such claim by Lessor. Lessor shall have the right, at Lessor's sole cost and expense, to defend and litigate any such third party claim. This indemnification is not intended, nor shall it be construed, as a waiver by Lessor of Lessor's right to assert the doctrine of sovereign immunity in respect of any of the matters covered in this Section 21.1.

21.2 Indemnification by Lessee. Lessee shall indemnify and hold the Trustee, Lessor, the members of the Board of Trustees, the members of the Board of Supervisors, the members of the Board of Alderpersons and the Mayor of the City harmless from and against any liability, loss,

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damage, deficiency, cost or expense (including, without limitation, reasonable attorneys' fees and associated costs and expenses) resulting from any misrepresentation, breach of warranty or breach of any covenant or agreement of Lessee set forth herein, and from the acts or omissions of Lessee, Lessee's employees, agents, independent contractors, guests, invitees or any other person or thing in respect of the Leased Premises on and after the Commencement Date (including malpractice and general liability), except willful acts of Lessor or its employees, agents, independent contractors, guests or invitees, and from any liability to the Medicare, Medicaid, Blue Cross or other third party payor programs in respect of over-payments received from or under payments made to such programs during the Lease Term or resulting from the consummation of the transactions described in this Agreement, and from any injury to person or damage to property during the Lease Term caused by the Leased Premises but not resulting from dangerous conditions or latent defects known to Lessor, existing on the Commencement Date and not disclosed to Lessee, and from any claims made after the Commencement Date with respect to director's and officer's liability of the members of the Board of Trustees, the members of the Board of Supervisors of the County, the Board of Alderpersons of the City or the Mayor of the City, and from any liability in respect of the Assumed Liabilities. To be entitled to such indemnification, Lessor must give Lessee prompt written notice of the assertion by a third party of any claim with respect to which Lessor might bring a claim for indemnification hereunder and in all events such notice must be received by Lessee prior to the expiration of the applicable period for defense of such claim by Lessee. Lessee shall have the right, at the sole cost and expense of Lessee, to define and litigate any such third party claim.

ARTICLE XXII INSPECTION

Lessor and Lessor's agents and representatives shall have the right to enter and inspect the Leased Premises during normal business hours.

ARTICLE XXIII MANAGEMENT OF LEASED PREMISES

Lessee may not enter into any management or similar agreement in respect of the Leased Premises (other than in respect of agreements for the management of discrete departments of the Hospital) with any party other than an affiliate, parent or wholly-owned subsidiary of Lessee without the prior written approval of Lessor. Any permitted management agreement pertaining to the Leased Premises or a discrete department of the Hospital shall be subject and subordinate to this Lease and the rights of Lessor hereunder and shall not relieve Lessee of any liability or obligations hereunder.

ARTICLE XXIV MEDICARE PROVISIONS

24.1 Closing Cost Report. Lessor shall cause to be properly prepared, signed and timely filed all claims, cost reports or other documen-

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tation required by the Medicare, Medicaid and any other third-party payor programs for the operations of the Leased Premises prior to the Commencement Date. To the extent any such programs determine, on the basis of such closing cost reports or otherwise, that amounts are due to Lessor in respect of periods prior to the Commencement Date, Lessee shall be entitled to such amounts and shall increase dollar for dollar the next installment of Additional Rent payable to Lessor pursuant to Section 3.1-1 hereof. To the extent any such closing cost reports indicate that amounts are due to the Medicare, Medicaid or other third party payor programs, such amounts shall constitute a current liability of Lessor as of the Commencement Date and Lessee shall assume liability for same, shall timely pay such amounts and shall decrease dollar for dollar the next installment of Additional Rent payable to Lessor pursuant to Section 3.1-1 hereof. The cost of preparing such closing cost reports shall also constitute a current liability of Lessor as of the Commencement Date, shall be considered as such in the Commencement Date Audit Report and Lessee shall assume liability for same.

24.2 Access to Records. If this Agreement is determined to be a contract between the provider and any of its subcontractors which is entered into after December 5, 1980, and the value or cost of which is \$10,000 or more over a twelve-month period, Lessor will perform the obligations as may be from time to time specified for subcontractors in Social Security Act Section 1861(v)(1)(I) and the regulations promulgated in implementation thereof or otherwise.

ARTICLE XXV AGREEMENT TO LEASE

All of the terms, conditions, covenants and obligations of the parties to and set forth in the Agreement to Lease are incorporated herein by this reference for all purposes, and the parties hereto shall be bound thereby. For purposes of this Article XXV Lessee shall be bound by the obligations and covenants of the Baptist set forth in the Agreement to Lease.

ARTICLE XXVI ADDITIONAL COVENANTS OF LESSEE

26.1 Maintenance of Tax-Exempt Status. Throughout the Lease Term, Lessee shall maintain its existence and status as an organization described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code. To the extent such activity may jeopardize the tax-exempt status of Lessee, Lessee shall not use any part of the Leased Premises for or in respect of any activity which would constitute an unrelated trade or business as defined in Section 513(a) of the Code. Lessee covenants and agrees that Lessee shall not perform any act nor enter into any agreement which may jeopardize the federal income tax status of Lessee or the interest on the Bonds and shall conduct its operations in the manner which will conform to the standards necessary to qualify Lessee as a charitable organization within

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the meaning of Section 501(c)(3) of the Code, and exempt from federal income taxes under Section 501(a) of the Code, or any successor provisions of federal income tax law.

26.2 Hill-Burton Obligations. Lessee shall take all action necessary to become a "qualified transferee" of the Hospital in accordance with the provisions of the Federal Hill-Burton Act, 42. U.S.C. § 291 *et seq.* and the regulations promulgated thereunder. Subsequent to the Commencement Date, Lessee shall fully and timely satisfy and discharge all obligations of Lessor from and after the Commencement Date in respect of grants received by Lessor under the Federal Hill-Burton Act, including, without limitation, the timely satisfaction of Lessor's uncompensated care obligation, which Lessor represents to be approximately \$306,000 as of the Commencement Date and all obligations attendant to being a "qualified transferee."

26.3 Indigent Care. [Throughout the Lease Term, Lessee agrees not to refuse treatment to any person by reason of such person's race, creed, color or religious or sexual preference and to provide uncompensated care to indigent citizens in the County in an amount and at a level equal to or greater than that provided by Lessor, whether in satisfaction of Lessor's Hill-Burton obligation or otherwise, during Lessor's most recent fiscal year.] [The parties agree that Lessee shall be solely responsible for providing indigent care and that Lessor and the Board of Trustees shall have no liability or obligations in respect thereof.] ~~Such indigent care shall be financially supported by the income of the Oxford/Lafayette Health Foundation to the extent provided for in the Oxford/Lafayette Health Foundation Agreement; provided, however, that neither Lessor nor the Board of Trustees shall incur any obligation or liability for the provision of indigent care as a result of such Oxford/Lafayette Health Foundation Agreement. To the extent the amount of uncompensated care provided to indigent citizens of the County exceeds the income available from the Oxford/Lafayette Health Foundation as provided in the Oxford/Lafayette Health Foundation Agreement, [Lessee agrees to provide such care without compensation and to not seek payment from the City or the County, which shall have no financial responsibility for such care.]~~

26.4 Utilization of Local Services. Throughout the Lease Term and subject to sound fiscal management of the affairs of the Hospital, Lessee shall endeavor to utilize and purchase goods and services from local vendors and providers of services and to utilize the services of local financial institutions in connection with Lessee's operation of the Hospital, when such local purchasing or the use of such local services is in the best interests of the Hospital, its operations, and quality, cost efficient patient care.

26.5 Excess Revenues. Throughout the Lease Term, all excess revenues (as hereinafter defined) generated by Lessee in connection with the operation of the Hospital shall be used by Lessee for the benefit of the citizens of the City and the County, including effecting improvements

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to the Hospital. For purposes of this Section 26.5 excess revenues shall mean the difference between all revenues generated in connection with Lessee's operation of the Hospital and the sum of (i) direct operating costs incurred (including compensation and expenses for an administrator and chief financial officer) by Lessee in connection with the operation of the Hospital, (ii) the Hospital's fair and equitable share as a Baptist affiliate of its proportionate cost of the central services available from the Baptist System to its affiliates, including, without limitation, on line data processing, including all hardware, central purchasing, negotiations for bulk purchasing, human resources, including employee policies, procedures, salary and benefits programs, staff training and development and retirement programs, marketing, public relations and physician relations, professional staff, including Medicare reimbursement, utilization review, accreditation and licensure, quality assurance, insurance, risk management, nursing coordination, finance and accounting, (iii) the cost of capital improvements effected to the Hospital by Lessee and (iv) the recovery of capital advanced, by contribution or loan, to Lessee by its affiliate entities. Notwithstanding any of the foregoing, so long as Lessee shall not be in default hereunder, all revenues and income derived from operation of the Hospital shall be the property of Lessee.

26.6 Name of Hospital. As of the Commencement Date, Lessee shall rename the Hospital "Baptist Memorial Hospital-North Mississippi" and shall operate the Hospital using such name, unless otherwise agreed upon by the parties.

26.7 Ambulance Service. Subsequent to the Commencement Date, Lessee shall assume operation of Lessor's ambulance service, and shall be responsible for maintaining and replacing, as needed, emergency medical vehicles and other assets of such ambulance service. Throughout the Lease Term, Lessee agrees to operate such ambulance service at existing levels of care and services in accordance with applicable federal, state or local laws, rules, regulations and ordinances and the policies and guidelines of applicable accrediting agencies, and at appropriate times to effect an upgrade in the level of care and services of by such ambulance services. Lessee shall use Lessee's best efforts for the Hospital Wing Regional Air Ambulance Service to continue to serve the Hospital.

26.8 Tax-Exempt Status of Bonds. Lessee covenants, represents and agrees as follows: (i) that from and after the Commencement Date, with respect to actions which are within the power of Lessee to control, Lessee will not take or permit any action to be taken that would adversely affect the exemption from federal or state income taxation of the interest on the Bonds, the 1978 County Bonds or the 1978 City Bonds and, if it should take or permit any such action, Lessee shall take all lawful actions that it can take to rescind such actions promptly upon having knowledge thereof; and (ii) that Lessee will take such action or actions as may be reasonably necessary in the opinion of Bond Counsel to comply fully with all applicable Governmental Restrictions. Lessee makes no representation with respect to the exemption of interest on the Bonds, the 1978 County Bonds or the 1978 City Bonds as of the date immediately prior to the Commencement Date and Lessor acknowledges that Lessee and Bond

Counsel are relying upon certain certifications made by Lessor with respect to such matters.

26.9 Notice of Certain Events. Lessee hereby covenants and agrees to advise Lessor and the Trustee promptly in writing of the occurrence of any Event of Default hereunder or any event which, with the passage of time, or service of notice, or both, would constitute an Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

26.10 Rate Covenant. Lessee agrees and covenants that Lessee shall not institute or cause an increase in room rates at the Hospital prior to January 1, 1990. Lessee further agrees and covenants that rate increases subsequent to January 1, 1990 shall be reasonable and commensurate with both the services offered and the costs to provide such services.

ARTICLE XXVII MISCELLANEOUS PROVISIONS

27.1 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be provided herein to the contrary; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may reasonably be necessary to effectuate this Agreement.

27.2 Legal Fees and Costs. In the event either the County, the City or Lessee institute any proceedings to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover its legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled.

27.3 Assignment or Subletting. Lessee shall not assign this Lease or any interest herein, whether by operation of law or otherwise, or sublet the Leased Premises or any part thereof, without the prior written consent of the Lessor. For purposes of this subsection, (i) a transfer or sale of fifty percent (50%) or more of the voting interest or capital stock of Lessee or any entity directly or indirectly controlling Lessee to an entity other than an affiliate of Lessee or (ii) the merger or consolidation of Lessee or any entity directly or indirectly controlling Lessee with or into a third party which is not an affiliate of Lessee immediately prior to such merger or consolidation shall each be deemed an assignment requiring the consent of Lessor. Any unconsented assignment by Lessee may be deemed void by Lessor and shall not operate to release Lessee from any liability hereunder.

27.4 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, delivered by prepaid certified mail, return receipt requested or delivered by a nationally recognized overnight

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delivery service (e.g. Federal Express or Airborne), addressed as follows:

Lessor: Lafayette County, Mississippi
County Courthouse
Oxford, Mississippi 38655
Attn: Clerk, Board of Supervisors

Board of Trustees
Oxford Lafayette Medical Center
Highway 7 South
Oxford, Mississippi 38655
Attn: President/Chairman

City of Oxford, Mississippi
City Hall
Oxford, Mississippi 38655
Attn: City Clerk

Lessee: Baptist Memorial Hospital-North Mississippi, Inc.
899 Madison Avenue
Memphis, Tennessee 38146
Attn: President

With a copy simultaneously to:

Baptist Memorial Health Care System, Inc.
899 Madison Avenue
Memphis, Tennessee 38146
Attn: President

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

27.5 Waiver/Remedies Cumulative. Any failure or delay by Lessor to exercise any right or remedy under this Agreement shall not be deemed a waiver of such right or remedy, and no right or remedy of Lessor shall be deemed to be waived unless expressly waived in writing by Lessor. The waiver of any right or remedy by Lessor hereunder shall not constitute or operate as a waiver of any future similar right or remedy. All rights, powers, options, elections and remedies of Lessor herein contained shall be construed as cumulative and no one of them as exclusive of any other or exclusive of any rights or remedies as are or shall be allowed Lessor at law or in equity.

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

27.7 Post-Commencement Date Access to Information. Lessee acknowledges that subsequent to the Commencement Date Lessor may need access to information or documents in the control or possession of Lessee for the purposes of audits, compliance with government requirements and regulations, and the prosecution or defense of third party claims or for other legitimate purposes. Accordingly, Lessee agrees that subsequent to the Commencement Date Lessee will make available to Lessor, Lessor's agents, independent auditors and/or governmental agencies such documents and information in respect of the Leased Premises to the extent necessary to facilitate audits, compliance with governmental requirements and regulations and the prosecution or defense of claims or for other legitimate purposes.

27.8 No Brokers. Lessor and Lessee each represents and warrants to the other that no broker has in any way been contacted in connection with the transactions contemplated hereby. Lessor and Lessee agree to indemnify the other party from and against all loss, cost, damage or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such indemnifying party.

27.9 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership or joint venture or of any association between Lessor and Lessee, and no provision contained in this Agreement or any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of lessor and lessee.

27.10 Choice of Law and Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and that the courts of such state shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement.

27.11 Gender, Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

27.12 Amendment. No changes in or amendments to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto or their respective successors and assigns. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

27.13 Divisions and Headings. The divisions of this Agreement and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

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27.14 Consent of Trustee. Any consent or notice to the Trustee as set forth herein, shall be required only so long as such consent or notice is required under the terms of the Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their duly authorized officials or officers, all as of the day and year first above written.

LESSOR:

LAFAYETTE COUNTY, MISSISSIPPI

Attest:

Bill Plunk
Bill Plunk, Clerk

By: Ray N. Sockwell
Ray N. Sockwell, President of the Board of Supervisors

CITY OF OXFORD, MISSISSIPPI

Attest:

Virginia H. Chrestman
Virginia H. Chrestman, Clerk

By: John O. Leslie
John O. Leslie, Mayor

LESSEE:

BAPTIST MEMORIAL HOSPITAL-NORTH MISSISSIPPI, INC.

Attest:

John N. Robbins
John N. Robbins,
Senior Vice President

By: Joseph H. Powell
Joseph H. Powell, President

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APPROVED BY THE BOARD OF TRUSTEES:

BOARD OF TRUSTEES OF OXFORD
LAFAYETTE MEDICAL CENTER

By: *D.M. Featherstone*
D.M. Featherstone, President

Attest:

Georgia P. Bryant
Georgia P. Bryant, Secretary

Hc/DCD/j9.3

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STATE OF MISSISSIPPI
 COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 1989, within my jurisdiction, within named Ray N. Sockwell and Bill Plunk, duly identified before me, who acknowledged that they are President and Clerk, respectively, of the Board of Supervisors of Lafayette County, Mississippi, a political subdivision of the State of Mississippi and that for and on behalf of said Board of Supervisors, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do.

Meri Jo Marriam
 NOTARY PUBLIC

STATE OF MISSISSIPPI
 COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 1989, within my jurisdiction, within named John O. Leslie and Virginia H. Chrestman, duly identified before me, who acknowledged that they are Mayor and Clerk, respectively, of the City of Oxford, Mississippi, a municipal corporation, and that on behalf of said City, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by the Board of Alderpersons of said City so to do.

Meri Jo Marriam
 NOTARY PUBLIC

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STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 1989, within my jurisdiction, within named D.M. Featherstone and Georgia P. Bryant, duly identified before me, who acknowledged that they are President and Secretary, respectively, of the Board of Trustees of Oxford Lafayette Medical Center, a body politic and corporate, and that on behalf of said Board of Trustees, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Trustees so to do.

Mari Jo Marriam
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of May, 1989, within my jurisdiction, within named Joseph H. Powell and John N. Robbins, duly identified before me, who acknowledged that they are President and Senior Vice-President respectively, of Baptist Memorial Hospital-North Mississippi, Inc., a non-profit corporation, and that on behalf of said corporation, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Mari Jo Marriam
NOTARY PUBLIC

Hc/DCD/j9.3

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EXHIBIT "A"

Hospital and Hospital Site

A fraction of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Section 33, Township 8 South, Range 3 West, and run South 89°24' East along the North line of Section 33 a distance of 2,478.9 feet to a stake; thence South 0°36' West a distance of 60.0 feet to a stake, said point being the point of beginning of this description. From this point of beginning run thence South 0°36' West a distance of 792.8 feet to a stake; thence North 74°14' West a distance of 755.5 feet to a stake on the East right-of-way line of Mississippi Highway No. 7; thence North 14°38' East along said right-of-way line a distance of 270.1 feet to a stake; thence North 28°18' East a distance of 94.1 feet to a stake; thence North 19°40' East a distance of 265.2 feet to a stake; thence South 89°24' East a distance of 538.5 feet to the point of beginning, containing 10.1 acres, more or less.

And more accurately and correctly described as follows:

A tract of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a concrete monument located 273.33 feet West and 60.04 feet South of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said concrete monument being located on the South line of Elliott Drive; run thence S 0°38'20" W, leaving the south line of said Elliott Drive, for a distance of 790.76 feet to a concrete monument on the north line of Belk Street; run thence N 74°44'24" W along the north line of Belk Street for a distance of 754.97 feet to a concrete monument on the east line of South Lamar Boulevard; run thence N 14°17'30" E along the east line of South Lamar Boulevard for a distance of 270.22 feet to an iron pin; run thence N 28°16'46" E, leaving the east line of South Lamar Boulevard, for a distance of 93.91 feet to a concrete monument; run thence N 19°24'53" E for a distance of 265.05 feet to a concrete monument on the south line of Elliott Drive; run thence S 89°43'50" E along the south line of Elliott Drive for a distance of 537.88 feet to the point of beginning of the herein described tract of land; said tract contains 10.41 acres, more or less.

and,

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ALSO:

A parcel of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pin located 849.1 feet South and 519.4 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said iron pin being located on the south right-of-way line of Belk Street; run thence S 0°02'00" W, leaving said south right-of-way line, for a distance of 220.52 feet to an iron pin on a fence line; run thence S 0°02'43" E along said fence for a distance of 269.01 feet to an iron pin; run thence along a fence on the south side of a gravel road as follows: run N 67°33'38" W for a distance of 131.70 feet to a point; run thence N 70°14'58" W for a distance of 91.67 feet to a point; run thence N 72°16'51" W for a distance of 162.72 feet to a point; run thence N 73°45'26" W for a distance of 34.37 feet to a cotton picker spindle set in the center of a 30 inch Oak stump; run thence N 70°28'49" W, leaving said fence line, for a distance of 18.51 feet to a point on the centerline of Old Jeff Davis Drive; run thence N 24°00'55" W, along said centerline, for a distance of 171.16 feet to a railroad spike found on the centerline of said Old Jeff Davis Drive; run thence S 79°10'22" W, leaving said centerline, for a distance of 78.48 feet to a point on the east right-of-way line of Old Mississippi Highway Number 7; run thence along said east right-of-way line as follows: run N 3°20'57" E for a distance of 93.70 feet to a point; run thence N 7°28'40" E for a distance of 138.27 feet to a point; run thence N 13°07'47" E for a distance of 97.21 feet to a point; run thence N 14°16'41" E for a distance of 15.85 feet to the intersection of the east right-of-way line of Old Mississippi Highway Number 7 and the south right-of-way line of Belk Street; run thence S 74°44'24" E, leaving said east right-of-way line of Old Mississippi Highway Number 7, along said south right-of-way line of said Belk Street for a distance of 529.32 feet to the point of beginning of herein described parcel of land; said parcel contains 5.51 acres, more or less.

LESS AND EXCEPT: The right of way for Old Jeff Davis Drive, approximately 21 feet in width, along the west side, and right of way for gravel road, approximately 14 feet in width, along the south side of the above described property.

and,

ALSO INCLUDING:

A parcel of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, being a City of Oxford abandoned road way along the west side of the Hospital and Hospital Site, and being more particularly described as follows:

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Begin at the point of intersection of the east right-of-way line of South Lamar Boulevard with the south right-of-way line of Elliott Drive, said point being located 57.14 feet South and 889.24 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West; run thence S 89°-43'-50" E along the south right-of-way line of Elliott Drive for a distance of 78.05 feet to a concrete monument; run thence S 19°-24'-53" W, leaving said south right-of-way line, for a distance of 265.05 feet to a concrete monument; run thence S 28°-16'-46" W for a distance of 93.91 feet to an iron pin on the east right-of-way line of South Lamar Boulevard; run thence along the east right-of-way line of South Lamar Boulevard lying in a circular curve to the left for 337.91 feet, said curve having a radius of 1939.86 feet with a chord bearing of N 9°-18'-05" E and a chord length of 337.48 feet, to the point of beginning of the herein described parcel of land; said parcel contains 0.30 acre, more or less.

LESS AND EXCEPT: An easement in favor of Gracelands, Inc. for the use and maintenance of an existing drainage system in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 425.14 feet South and 277.40 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said point being located on the east line of a tract of land owned by the City of Oxford and Lafayette County, being the site of the Oxford-Lafayette Medical Center; run thence S 0°-38'-20" W along said east property line for a distance of 26.43 feet to a point; run thence N 52°-16'-12" W, leaving said east property line, for a distance of 15.00 feet to a point; run thence N 35°-11'-00" E for a distance of 21.10 feet to the point of beginning of the herein described parcel of land; said parcel contains 158.1 square feet, more or less.

and,

ALSO INCLUDING:

An easement in favor of City of Oxford and Lafayette County for the use and maintenance of an existing drainage system and a parking lot in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a point located 350.02 feet South and 276.56 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said point being located on the east line of a tract of land owned by the City of Oxford and Lafayette County, being the site of the

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Oxford-Lafayette Medical Center; run thence S 89°-21'-40" E, leaving said east property line, for a distance of 52.64 feet to a point; run thence S 0°-38'-20" W for a distance of 21.64 feet to a point; run thence S 35°-11'-00" W for a distance of 92.83 feet to a point on the hereinabove mentioned east property line; run thence N 0°-38'-20" E along said east property line for a distance of 98.11 feet to the point of beginning of the herein described parcel of land; said parcel contains 3,151.6 square feet, more or less.

MISSISSIPPI
CLERK OF LA FAYETTE
County
I, Bill Plunk, Clerk of Lafayette
County, do hereby certify that the
above is a true and correct copy of the
minutes of the Board of Commissioners for the
year ending on the 31 day of MAY
1989 and is recorded in book 394
page 520
at my headquarters of office in
31 day of MAY A.D. 19 89
BILL PLUNK, Clerk
Bill Plunk

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Schedule 1

Required Consents Not Obtained

None.

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Schedule 2Assumed Liabilities

1. All current liabilities set forth in the Commencement Date Audit Report.
2. All obligations required to be assumed by Lessee under the Lease, including, without limitation, liabilities in respect of the Bonds, the 1978 City Bonds, the 1978 County Bonds and Hill-Burton obligations of Lessor.
3. The liabilities and all contractual obligations of Lessor set forth on the attachments hereto, which include the items specified in Section 3.2 of the Lease. Certain of the Hospital Contracts require the consent of the other party thereto prior to the assignment of such Hospital Contracts to Lessee, certain of which consents have not been obtained.
4. Accounts Payable \$474,136.52
5. State Sales Tax 1,000.00
6. Accrued Wages Payable 328,231.32
7. Federal Withholding Taxes Payable 69,937.67
8. F.I.C.A. Withholding Taxes Payable 98,170.95
9. S.U.T.A. Payable 2,649.85
10. Retirement Payable 72,404.71
11. State Withholding Taxes Payable 23,717.92
12. Deferred Compensation Payable 333.08
13. Accrued Annual Leave 523,386.49
14. GE Leases #1, #2 and #3 453,866.32
15. GE Lease #5 390,762.08
16. GE Lease #4 452,230.06
17. IBM System 36 Lease 56,282.90
18. IBM Software Lease 3,051.32
19. Lease Payable -- 1st Continental 79,165.64
20. Med-Mart Lease 42,210.81
21. 1st Continental Ectokem 700 123,409.48
22. Gaymar Heating/Cooling Blanket 4,536.00

All amounts are estimated as of April 30, 1989 and will be updated in the Commencement Date Audit Report.

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OXFORD-LAFAYETTE MEDICAL CENTER

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SCHEDULE B

Maintenance Agreements and Service Contracts

Company	Description	Payment Amount	Payment Due	Completion Date
Systems	Switchboard & All Acc.	356.25	Monthly	Monthly
tt Laboratories	1400 Flasks	133.04	Monthly	October 1989
	Autoclaves, Washers	250.95	Bi-monthly	August 1989
er-pharmacy	Flo-Bard 6100 TM Volumetric	270.00	Monthly	Monthly
and Howell	Microfilm Reader	440.00	Annually	August 1989
Office Products	P/S 2130, Monitor, etc.	334.00	Annually	November 1989
	AH FAX 10	704.00	Annually	October 1989
	MITA 1205	275.00	Annually	February 1990
	Panasonic Typewriter	92.00	Annually	March 1990
Communications	Ambulance Radio Equip.	98.00	Monthly	Monthly
	55040 Copier	920.00	Annually	May 1989
Performance Assurance	Gas Autoclave	358.00	Quarterly	June 1989
File Systems, Inc.	SE Single Plane Cardiac Cath. System, Angiography Imaging	150.00	Monthly	October 1989
	Processor-Cleaning Cardiac Cath. Lab	1,850.00	Annually	August 1989
rite, Inc.	Sharp Copier SF7700	750.00	Annually	April 1989
	SF 9510 Copier	600.00	Annually	July 1989
	WW S 13066221	75.50	Annually	May 1989
	WW S 13066221	76.50	Annually	April 1990
scope Corp.	(3) System 90 Intra- Aortic Balloon Pump	2,598.25	Quarterly	July 1989
ion Data Service	(6) Display Stations	121.50	Monthly	Monthly

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r Elevators Elevator System 588.50 Monthly DEMENT-MERIDIAN 60-8596

nt Diagnostic Systems Div.	1215 PCAII 60	5,500.00	Annually	July 1989
	Dupont Cell-Dyn Hematology Analyzer	2,450.00	Annually	June 1989
ropedics, Inc.	Autotransfusion Maint.	1,750.00	Annually	June 1989
ott Imposition Products	Elliott Cardwriter II Embosser	72.00	Annually	March 1989
E. Environmental Infection Cont	Laminar Flow Surgery System	234.50	Annually	October 1989
ral Electric	Sextar Generator Sextant Table Suspension II Tube Hanger Image System TV (3) X-ray tubes & Collimators Image Intensifier Tube Vertical Bucky Stand	1,888.00	Monthly	July 1989
	(4) Printers	1,200.00	Annually	August 1989
. Teel Co., Inc.	Canon T/M	324.50	Annually	October 1989
er Business Products	Forsy Tractor (3) Printers (3) Text Processors	3,014.82	Annually	May 1989
er Business Products	(4) Dictation Units Printer Mic Station Portable Recorder (4) Recorders Bar Code Reader Call-in	3,499.62	Annually	March 1989
igraphics	Offset Print Machine	1,154.00	Annually	February 1990
h Miss. Enterprises	(4) EKS Machines (2) Defibrillator Incubator Radiant Warmer (6) Anesthesia Machines	257.60	Monthly	December 1989
ce Systems & Equip.	Kardveyer #6650	480.00	Annually	July 1989
Biomedical Systems	Recorder Remote Monitor	4,000.00	Annually	August 1989
iso Control Corp.	(2) VSM-1 (6) Monitor/Defib (5) Monitor (2) Pacing Cassettes (2) Chargers	5,232.00	Annually	August 1989

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er Computed Tomography	CT Scanner	5,566.67	Monthly	October 1989
essional Certification	Pharm.Clean Air Labinar Pharm.Chem-biological Safety Cabinet	350.00	Annually	September 1989
ometer America, Inc.	(2) Radiometer Units	2,925.00	Annually	May 1989
ometer America, Inc.	(1) Radiometer Unit	1,252.00	Annually	July 1989
Pest Control	Pest Control Service	220.00	Monthly	November 1989
s, Inc./SM	(1) Cooler-Heater (4) Pumps (2) Air Sensor (2) Filter/Temp Module 50VDC HI 4 Base 115V	374.58	Monthly	July 1989
ticor	Saxxa Camera	4,562.50	Quarterly	May 1989
elabs	Alpha 9 #3204-01 ECG Cardule #1853-14 Neg.Pressure #1873-01 Arrhythmia 14 #3233-05 Universal Selector #1851-02 ECG Slave #1853-02 System Recorder #2448-02 Line Powered Refit.#4041-01 Alpha 9 #3204-01 ECG Cardule #1853-14 Alpha Autorecorder #2448-01 Alpha 9 ECG Cardule Pressure Cardule Monitor #514 Recorder #551 Alpha 9 ECG Cardule Pressure Cardule Cardiac Output Arrhythmia 14 Arrhythmia III Alpha 9 ECG Cardule Pressure Cardule R-310 Transmitter 900 Monitor W/IM 900 IM Cardule 900 Autorecorder Arrhythmia III Alpha PC Bedside #9033303 ECG ML/ESIS #90407 Dual Pressure #90402	2,138.75	Quarterly	May 1989

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8-310 Transmitter
 Alpha PC Central
 PC 4-CH TM Proc #90034
 Central Recorder
 19" Color Monitor
 460 DMU/Video
 460 SA/Video
 Monitor
 Bedside Recorder
 Monitor
 Recorder w/NIBF
 Monitor #90603 A-11
 Recorder #90651-01
 Monitor #90603A-11
 Recorder #90651-01

ediscus Group

Anesthesia Machine

180.00 Quarterly

June 1987

Computing Systems

HARDWARE

954.01 Annually

September 87

Digitizing Tablet
 Stylus Pen
 Tablet Cable
 Densitometer Cable
 Smart Image Tape Back-up

SOFTWARE

Cath.Lab Support System
 Word PICS
 DOS 2.1
 Crosstalk
 Remote

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Company	Description	Monthly Payment	Payment Date
Abbott Laboratories	(50) Lifecare electronic flow control devices, and up to 504 pump administration sets	4075.00	March 1992
	(3) Lifecare P.C.A. Infusers	137.95	March 1990
Adco, Inc.	(7) voice and (3) digital pagers	350.20	monthly agreement
CBI Equifax	Credit services	134.40	monthly agreement
Delta Equipment Leasing Co.	Telephone equipment for credit information	15.00	monthly agreement
First Continental Leasing	Lab (Kodak) equipment	2658.45	September 1993
	Telephone system	2104.97	December 1992
Gaynor Industries, Inc.	(5) TP-200 T-pumps	42.00	December 1989
	(1) MIA-4700 Medi-therm Hyper/hypothermia unit	189.00	October 1990
General Electric	Remote unit (1) MPI-100 (1) Televis-remote control	5169.38	September 1991
	R & F unit (1) SPI-100 (1) SF1-85 (1) L500 Image Intensifier	4178.24	June 1991
	Specials (1) MPI-100 AP (1) L/U-A w/step tip (1) DF 4000 Digital system (1) BCM (1) MPI-100 Lat	16733.48	December 1991
	Cath. Lab (1) L/U-C Single plane system	9394.17	September 1991
	Scintiscor D.P. cart, assy., exercise bicycle ergometer, tape drive, printer	14727.06	October 1991

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OXFORD CLINICAL MEDICAL CENTER

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Lease/Rental Agreements

Company	Description	Monthly Payment	Final Payment Date
General Electric	CT 9800 Scanner System	26249.00	February 1994
	StarCae 3000 IRT camera/ computer, review console	10137.00	February 1994
IBM	System 36 computer	1924.00	July 1992
IVAC	(3) IVAC teap plus	37.17	August 1987
	(21) IVAC teap plus	239.19	July 1989
Leblanc, Schexnayder & Assoc.	Accounting software, support maintenance, and enhancements	1050.00	July 1992
Med-Mart	Celldyn-2000, hematology	1489.34	April 1992
James Rayner, M.D.	(1) System 9900-Vag ophthalmic laser	5000.00	February 1987
Refuse Systems, Inc.	(1) Marathon RAM-Jet RJ-250	833.00	May 1991
Valleylab, Inc.	Electrosurgical equipment	679.00	August 1990
	Electrosurgical equipment	674.00	May 1989
	Electrosurgical equipment	779.00	September 1990

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Schedule 3

Oxford Lafayette Medical Center --
Probable Construction Costs prepared
by Jones Mah Gaskill Rhodes, Inc.
dated February 23, 1989

OXFORD-HOSPITAL MEDICAL CENTER
Oxford, Mississippi

February 23, 1989

COMPARISON OF PROPOSED FACILITY DEVELOPMENT PLAN
BY BAPTIST MEMORIAL HEALTH CARE SYSTEMS
WITH PLAN PROPOSED BY TRIBROOK ASSOCIATES

The following analysis compares a new scheme proposed by Baptist Memorial Health Care Systems (BMH) with the scheme proposed by TriBrook dated July, 1988. Although the proposed construction costs for the BMH plan are slightly higher than those of the TriBrook, it is felt that the former provides more value through a new and improved image to the facility by concentrating the new construction in front rather than behind the hospital. This scheme is based on the ability to acquire the use of the land south of the hospital and Belk Street for parking and the future extension of Belk Street to the Highway 7 Bypass.

The BMH as well as TriBrook schemes propose a combination of new construction and renovation to expand the size of the facilities and improve the function of the older areas. The TriBrook scheme concentrates all of the new construction behind the existing hospital and further proposes an image enhancement program to the front of the existing building through a new canopy, parking lots, landscaping, and exterior painting of the building. The new construction is used primarily for expansion of the ancillary and supporting facilities and a new obstetrics department while renovating existing nursing units to improve the quality of the inpatient beds. The BMH plan proposes the new construction to accommodate new inpatient beds, similar in design and arrangement to the BMH Hospital-DeSoto. The new construction would also contain a new entrance and lobby facing south with primary access from Belk Street through a new entrance driveway and visitors' parking. Additional elevators are included in the new construction to provide for immediate visitor access to the inpatient units as well as for transportation of patients from the first floor to the new nursing units. The new nursing units are located on

the second and third floors of the new construction and contain a total of 110 beds in a combination of private and semi-private rooms, each room having a private toilet and shower.

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The majority of the rooms are sized as semi-private rooms, but an average census would allow most to be used as private rooms. A total of 68 rooms are available. The TriBrook report provides a total of 76 private rooms (excluding critical care and obstetrics) with fewer than half of those rooms having showers. The renovated patient rooms will be minimal in size and still have deficiencies such as entrance door widths and adequate nursing unit support space.

The first floor of the BMH new construction would also include a new emergency room and clinical laboratory. The emergency room would be located immediately west of the existing radiology department and the new clinical laboratory adjacent to the emergency room. The remainder of the first floor of the new construction would be shelled for future expansion of services. The TriBrook plan indicated that future construction would allow for the replacement of the laboratory, but that it was left in its current temporary building for the immediate plan. The BMH plan would allow for the removal of this temporary facility and this site has been identified as a future potential MRI location.

The obstetrics function is proposed by the BMH plan to be in the existing south wing, which would be fully renovated to provide for a women's pavilion. This wing would contain the LDRP's proposed for single room obstetrics as well as private patient rooms for use by clean GYN or other related women's acute care services. The facility would have a separate entrance fronting onto Belk and would contain other related and supporting services such as mammography, childbirth training, etc. This would be identified as a hospital within a hospital with its own identity carefully tailored to women's needs. The TriBrook plan provided a similar facility, but located on the second floor of the new construction, above the emergency room and other ambulatory care activities.

on the second floor of the existing building in space vacated by the nursing units. This would provide for private patient rooms for ambulatory surgery patients for pre- and post-operative stay, endoscopy, neurodiagnostics, respiratory therapy, cardiac rehab, and education. These functions, with the exception of respiratory therapy, were proposed for new construction by the TriBrook plan. Surgery expansion in the BMH plan would be accommodated through internal renovation of vacated areas adjacent to Surgery.

The third floor of the existing building would be converted for physicians' activities including the lounge and sleep rooms, medical library and medical records department. Hospital administrative offices would also be located on this floor. The TriBrook plan proposed that these functions would be in new construction, with the exception of hospital administration. The other department proposed for new construction by TriBrook is physical therapy, which would remain in the existing facility on the first floor, but expanded in scope in the BMH plan.

Future expansion possibilities are features of either plan. The new construction in front of the building proposed by BMH could become a future possibility in the TriBrook plan, given the availability of the land south of Belk for parking. The new construction and future proposals of the TriBrook plan could be accommodated in the BMH proposal, if needed. The new construction proposed by BMH will have foundations capable of multiple stories of vertical expansion, and the existing hospital has the capability of adding an additional floor at the fourth level.

JONES MAH GASKILL RHODES INC
 MINUTE BOOK No. 61, CITY OF OXFORD

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OXFORD-LAFAYETTE MEDICAL CENTER
 Probable Construction Costs
 Facility Development Plan
 February 23, 1989

The following costs are based on a proposed development for new construction and renovations to Oxford-Lafayette Medical Center. Figures used are based on departmental gross areas expressed in square feet, an average of \$95/sf for new hospital construction in this area and a multiplier factor for each department based on its complexity and whether it is new construction or renovation. Each major phase is escalated by a factor to get from construction costs to project costs including costs for fees, contingencies, equipment, and furnishings. Excluded area any costs associated with financing or land acquisition.

Phase 1 Construct new additions, new south (of Belk) parking lot, site improvements in association with new construction:

a.	Site Preparation		=	\$250,000
b.	South Parking Lot		=	\$250,000
c.	New Construction			
	<u>First Floor</u>			
	Lobby, etc.	7,000 sf x \$95/sf x 0.96	=	\$638,000
	Laboratory	4,000 sf x \$95/sf x 1.15	=	\$437,000
	Emergency	3,500 sf x \$95/sf x 1.18	=	\$392,000
	Mechanical	2,000 sf x \$95/sf x 0.80	=	\$152,000
	Shelled	15,000 sf x \$95/sf x 0.50	=	\$712,000
	Sub total			<u>\$2,331,000</u>
	<u>Second Floor</u>			
	Nursing Unit	22,000 sf x \$95/sf x 1.10	=	\$2,300,000
	<u>Third Floor</u>			
	Nursing Unit	22,000 sf x \$95/sf x 1.10	=	\$2,300,000
	Total New Construction			<u>\$6,931,000</u>
	Total Phase 1 Construction Costs			\$7,431,000
	Fees, Contingency, Equipment, Furnishings (29%)			<u>\$2,169,000</u>
	Total Phase 1 Project Costs			\$9,600,000

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Phase 2 Renovate existing hospital space:Ground Floor, Main

Pharmacy, General Stores \$169,300*

First Floor, South Wing (OB)

Major: 10,000 sf x \$95/sf x 0.84 = \$798,000

Minor: 10,000 sf x \$95/sf x 0.42 = \$399,000

Sub total - 1 South \$1,197,000

First Floor, Main Wing

Surgery \$278,600*

Imaging \$193,600*

Business Office, etc. (allowance) \$200,000

Sub total - 1 Main \$672,200

Second Floor

CCU \$400,000*

Neurodiagnostics 1900 sf x \$95/sf x 0.40 = 72,000

Cardiac Rehab 1400 sf x \$95/sf x 0.40 = 53,000

Ambulatory Surgery 5200 sf x \$95/sf x 0.40 = 197,600

Endoscopy 800 sf x \$95/sf x 0.40 = 30,000

Resp. Therapy 1515 sf x \$95/sf x 0.40 = 58,000

Sub total - 2 Main \$810,600

Third Floor

Medical Records 2250 sf x \$95/sf x 0.30 = \$64,000

Medical Staff 900 sf x \$95/sf x 0.30 = \$26,000

Education 2000 sf x \$95/sf x 0.30 = \$57,000

Administration 1000 sf x \$95/sf x 0.30 = \$30,000

Sub total - 3 Main \$177,000

Total Phase 2 Construction Costs \$3,026,000

Fees, Contingency, Equipment, Furnishings (25%) 756,500

Total Phase 2 Project Costs \$3,782,500

GRAND TOTAL PROJECT COSTS \$13,392,100

*Source: TriBrook Report

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BMHCS FACILITIES PLAN

DEMENT-MERIDIAN 60-8596

BMHCS Has Committed To:

- Project a modern image.
- Maintain competitive position without unnecessary duplication of capital improvements.

BMHCS Plan Will:

- Increase hospital site from 10 acres to 15 acres.
- Improve exterior image.
- Improve site access and traffic flow.
- Increase parking resources.
- Provide new patient tower on Lamar Avenue with 110 private and semi-private beds, each room having a private toilet and shower.
- Provide a new Emergency Entrance on Elliot Drive.
- Provide a new public entrance off Belk Blvd.
- Propose a new women's pavilion on Biek Blvd. with a separate entrance and single room obstetrics (LDRP).
- Provide new clinical laboratory, ambulatory services, and diagnostic service areas in the facility.

The BMHCS plan would provide for a 209,000 square foot facility, a 57% increase over the existing facility, and is subject to definitive studies to be conducted by BMHCS with the community and medical staff after commencement of the lease.

Schedule 4Conflicts

None, other than (i) consents to assignment of certain of the Hospital Contracts which have not been obtained, and (ii) the effect of the assumption of certain Hospital Contracts by Lessee on the exemption from taxation currently enjoyed by Lessor in respect of such Hospital Contracts as a result of Lessor's status as municipal entities.

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Schedule 5

Encumbrances on
Title to Leased Premises

See attached Title Certificate.

SUMNERS, HICKMAN & WARDEN
ATTORNEYS AT LAW

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

POST OFFICE BOX 430
OXFORD, MISSISSIPPI
38655

CHESTER L. SUMNERS
1898-1959
WILL A. HICKMAN
S. T. RATBURN
H. SCOT SPRAGINS
ANDREW K. HOWDRTH
DAVID D. O'DONNELL*
DAVID L. CALDER
KENNETH COGHLAN**

*ALSO ADMITTED IN FLORIDA
**ALSO ADMITTED IN GEORGIA

1305 MADISON AVENUE
AREA CODE 601
TELEPHONE 234-1404
TELECOPIER 601-238-2587

TITLE OPINION

May 31, 1989

Baptist Memorial Health
Care Development Corporation

RE: Lease of Oxford Lafayette Medical Center by Baptist Memorial Health Care Development Corporation (Detailed description attached hereto as Exhibit "A" and made a part hereof as if fully copied in words and figures herein.)

Gentlemen:

This is to certify that we have made an examination of all applicable public records of Lafayette County, Mississippi, beginning with a good deed not less than fifty years ago, to determine the status of title, which is out of the sovereign, of the captioned land.

Based upon an examination of said records, and adverse possession, we now certify that, in our opinion, title in and to the captioned land together with all buildings and improvements thereon, being the hospital and the hospital site described in Exhibit "A" hereto, is vested in The City of Oxford Mississippi and Lafayette County, Mississippi, each holding an undivided one-half (1/2) interest, subject only to the following:

1. Encroachment of the subject property upon Jeff Davis Drive and encroachment of the subject property upon a gravel road on the south border as well as other matters which would be disclosed by an accurate survey of the property.
2. The following security agreements:

Baptist Medical Center
Development Corporation
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May 31, 1989

Page 2

(a) UCC financing statement between Oxford-Lafayette County Hospital as Lessee and HBE Leasing Corporation as Lessor found in the UCC records of Lafayette County at 80-355, assigned by HBE Leasing Corporation on June 30, 1980 to Continental Illinois National Bank & Trust Company of Chicago with a continuation of the financing statement filed on February 25, 1985.

(b) UCC financing statement between Oxford-Lafayette County Hospital as Debtor and Coulter Leasing Corporation as Secured Party, found in the UCC records of Lafayette County at 83-48, filed on January 10, 1983, and assigned to Continental Illinois Leasing Corporation.

(c) UCC financing statement between Oxford-Lafayette County Hospital as Debtor and General Electric Company as Secured Party, found in the UCC records of Lafayette County at 86-2006, filed on November 12, 1986.

(d) UCC financing statement between Oxford Lafayette Medical Center as Lessee and Med Mart, Inc. as Lessor, found in the UCC records of Lafayette County at 87-944, filed on August 3, 1987.

(e) UCC financing statement between Oxford Lafayette County Hospital as Debtor and Healthcare Television & Telephone, Inc. as Secured Party, found in the UCC records of Lafayette County at 88-92, filed on January 19, 1988.

(f) UCC financing statement between Oxford Lafayette Medical Center as Debtor and First Continental Leasing Corporation as Secured Party, found in the UCC records of Lafayette County at 88-1363, filed on November 3, 1988.

(g) UCC financing statement between Oxford Lafayette Medical Center as Debtor and First Continental Leasing Corporation as Secured Party, found in the UCC records of Lafayette County at 88-1384, filed on November 7, 1988.

(h) UCC financing statement between Oxford Lafayette Medical Center as Lessee and General Electric Company as Lessor, found in the UCC records of Lafayette County at 88-1496, filed on December 5, 1988.

- (i) UCC financing statement between Oxford Lafayette Medical Center as Lessee and General Electric Company as Lessor, found in the UCC records of Lafayette County at 89-382, filed on March 27, 1989.
3. The terms and conditions of that certain Trust Indenture as filed in the Board of Supervisors of Lafayette County in Minute Book LL at pages 46 - 381, and contained in UCC financing statement, found in the UCC records of Lafayette County at 84-1737, filed on November 16, 1984.
 4. That certain Agreement to Lease between The City of Oxford, Lafayette County, Mississippi, Oxford Lafayette Medical Center and Baptist Memorial Health Care Development Corporation as recorded in Book 394 at page 25 of the Lafayette County land records on April 25, 1989.
 5. That certain Lease Agreement between Oxford Wire and Cable, Inc., and Lafayette County, Mississippi, as recorded in Book 384 at page 65 of the Lafayette County land records on July 22, 1987, said Lease Agreement having been assigned to Denton Mills, Inc. by virtue of an unrecorded assignment.
 6. That certain Lease Agreement between The City of Oxford, Lafayette County, Mississippi, Oxford Lafayette Medical Center and Baptist Memorial Hospital - North Mississippi, Inc., dated May 31, 1989, and filed this date for recording in the office of the Chancery Clerk of Lafayette County, Mississippi.
 7. That certain Supplemental Trust Indenture from Lafayette County, Mississippi and City of Oxford, Mississippi and The Board of Trustees of Oxford Lafayette Medical Center and Baptist Memorial Hospital - North Mississippi, Inc. to Trustmark National Bank as Trustee, dated May 31, 1989, and filed this date for recording in the office of the Chancery Clerk of Lafayette County, Mississippi.

This Title Opinion is through May 31, 1989, at 5:00 o'clock P.M.

Sincerely yours,

SUMNERS, HICKMAN & RAYBURN

Will A. Hickman
Will A. Hickman

Enclosure

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Hospital and Hospital Site

A fraction of the Northwest Quarter of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Section 33, Township 8 South, Range 3 West, and run South $89^{\circ}24'$ East along the North line of Section 33 a distance of 2,478.9 feet to a stake; thence South $0^{\circ}36'$ West a distance of 60.0 feet to a stake, said point being the point of beginning of this description. From this point of beginning run thence South $0^{\circ}36'$ West a distance of 792.8 feet to a stake; thence North $74^{\circ}14'$ West a distance of 755.5 feet to a stake on the East right-of-way line of Mississippi Highway No. 7; thence North $14^{\circ}38'$ East along said right-of-way line a distance of 270.1 feet to a stake; thence North $28^{\circ}18'$ East a distance of 94.1 feet to a stake; thence North $19^{\circ}40'$ East a distance of 265.2 feet to a stake; thence South $89^{\circ}24'$ East a distance of 538.5 feet to the point of beginning, containing 10.1 acres, more or less.

And more accurately and correctly described as follows:

A tract of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at a concrete monument located 273.33 feet West and 60.04 feet South of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said concrete monument being located on the South line of Elliott Drive; run thence S $0^{\circ}38'20''$ W, leaving the south line of said Elliott Drive, for a distance of 790.76 feet to a concrete monument on the north line of Belk Street; run thence N $74^{\circ}44'24''$ W along the north line of Belk Street for a distance of 754.97 feet to a concrete monument on the east line of South Lamar Boulevard; run thence N $14^{\circ}17'30''$ E along the east line of South Lamar Boulevard for a distance of 270.22 feet to an iron pin; run thence N $28^{\circ}16'46''$ E, leaving the east line of South Lamar Boulevard, for a distance of 93.91 feet to a concrete monument; run thence N $19^{\circ}24'53''$ E for a distance of 265.05 feet to a concrete monument on the south line of Elliott Drive; run thence S $89^{\circ}43'50''$ E along the south line of Elliott Drive for a distance of 537.88 feet to the point of beginning of the herein described tract of land; said tract contains 10.41 acres, more or less.

MINUTE BOOK No. 61, CITY OF OXFORD

and,

DEMENT-MERIDIAN 60-8596

ALSO:

A parcel of land in the Northwest Quarter (NW 1/4) of Section 33, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows:

Begin at an iron pin located 849.1 feet South and 519.4 feet West of the northeast corner of the Northwest Quarter (NW 1/4) of said Section 33, Township 8 South, Range 3 West, said iron pin being located on the south right-of-way line of Belk Street; run thence S 0°02'00" W, leaving said south right-of-way line, for a distance of 220.52 feet to an iron pin on a fence line; run thence S 0°02'43" E along said fence for a distance of 269.01 feet to an iron pin; run thence along a fence on the south side of a gravel road as follows: run N 67°33'38" W for a distance of 131.70 feet to a point; run thence N 70°14'58" W for a distance of 91.67 feet to a point; run thence N 72°16'51" W for a distance of 162.72 feet to a point; run thence N 73°45'26" W for a distance of 34.37 feet to a cotton picker spindle set in the center of a 30 inch Oak stump; run thence N 70°28'49" W, leaving said fence line, for a distance of 18.51 feet to a point on the centerline of Old Jeff Davis Drive; run thence N 24°00'55" W, along said centerline, for a distance of 171.16 feet to a railroad spike found on the centerline of said Old Jeff Davis Drive; run thence S 79°10'22" W, leaving said centerline, for a distance of 78.48 feet to a point on the east right-of-way line of Old Mississippi Highway Number 7; run thence along said east right-of-way line as follows: run N 3°20'57" E for a distance of 93.70 feet to a point; run thence N 7°28'40" E for a distance of 138.27 feet to a point; run thence N 13°07'47" E for a distance of 97.21 feet to a point; run thence N 14°16'41" E for a distance of 15.85 feet to the intersection of the east right-of-way line of Old Mississippi Highway Number 7 and the south right-of-way line of Belk Street; run thence S 74°44'24" E, leaving said east right-of-way line of Old Mississippi Highway Number 7, along said south right-of-way line of said Belk Street for a distance of 529.32 feet to the point of beginning of herein described parcel of land; said parcel contains 5.51 acres, more or less.

LESS AND EXCEPT: The right of way for Old Jeff Davis Drive, approximately 21 feet in width, along the west side, and right of way for gravel road, approximately 14 feet in width, along the south side of the above described property.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Schedule 6

Employee Benefits

BAPTIST MEMORIAL HOSPITAL - NORTH MISSISSIPPI
MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

- I. Retirement Plan
- II. Health and Dental Plan
- III. Hospital Provided Life Insurance
- IV. Voluntary Life Insurance
- V. Annual Leave
- VI. Workers Compensation
- VII. Tax Sheltered Annuity Program
- VIII. Tuition Reimbursement
- IX. Optional Cancer/Intensive Care Insurance
- X. Credit Union
- XI. Service Awards
- XII. Rest Breaks

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

I. RETIREMENT PLAN

All years of creditable service with Oxford-Lafayette Medical Center under the current Mississippi State PERSM plan will be carried forward and credited to each employee who becomes a BMH-North Mississippi employee. These years of service will be applied to the vesting schedule of the BMH-North Mississippi retirement plan.

The regular BMH-North Mississippi retirement plan is a defined contribution plan that includes these provisions:

eligibility

- age 21, one year of service, 1000 hours worked

employee contributions

- 2%, 3%, 4%, 5% tax sheltered or tax paid

employer matched contributions

- 2x employee contributions

vesting schedule

- 3/7 graduated schedule

retirement

- as early as age 55

As of the conversion date, employees will no longer contribute to the state PERSM retirement plan. They will be given the following options:

- 1) Begin receiving a state retirement benefit (and continue working) if state plan provisions are met. Join the BMH plan for a second retirement benefit if desired.
- 2) Withdraw employee contributions from the state plan. Join the BMH plan if desired for a future retirement benefit.
- 3) Leave all employee contributions in PERSM until a later retirement date and be guaranteed a retirement benefit from BMH of no less than that currently available under the state retirement formula. Participation in the BMH plan would be required.

Employees will be given an opportunity as indicated in
13. to protect their current retirement benefit, if they
MINUTE BOOK No. 61, CITY OF OXFORD
employee must:

DEMENT-MERIDIAN 60-8596

- 1) Leave all employee contributions in PERSM until normal retirement or disability retirement as defined by PERSM at the time of conversion, and
- 2) Begin participation immediately and continuously in the BMHCS, Inc. 403-(b) retirement annuity plan at the 5% employee contribution level until normal retirement or disability retirement.

In this way, employees will be guaranteed a retirement benefit at least equal to their current state retirement benefit based on current formulas. BMH will calculate the state formula based on combined years of service (Oxford and BMH) and guarantee to the employee that the combination of the state monthly benefit check actually received and the BMH retirement benefit check will be no less than the state formulas (the combination may be greater depending on years of participation in the BMH plan).

The attached information sheet will be distributed to all employees and explains the guarantee as well as the current state benefit formulas for normal service retirements and disability retirements.

PROVISIONS

- Available to current participants in Public Employees' Retirement System of Mississippi (PERSM)
- Provides minimum retirement (service or disability) benefit at least equal to PERSM retirement benefit as of _____
- Eligibility Requirements
 - 1) all employee contributions remain in PERSM until retirement (defined below), and
 - 2) immediate and continuous participation in the Baptist Memorial Hospital - North Mississippi retirement plan at the five percent (5%) rate until retirement (defined below).

QUALIFICATIONS AND FORMULA

- Full Service Retirement
 - 1) 30 years of service, any age, or
 - 2) 4 years of service, age 65 or above.
- Reduced Service Retirement
 - 1) 25 years of service, less than age 60 - reduction of $6\frac{2}{3}\%$ for each year under 30 years of service (maximum reduction - $33\frac{1}{3}\%$), or
 - 2) 4 years of service, ages 60-65 - reduction of 3% for the lesser of 1. each year under age 65; or, 2. each year of service less than 30 (maximum reduction - 15%).
- Disability Retirement
 - 1) less than age 60
 - 2) 4 years of membership service
 - 3) disability occurs while a member
 - 4) certified by Medical Board as disabled

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

- 1) 1 3/4% of average salary of four highest consecutive years times years of service up to 30 years,
- 2) 1 3/4% of average salary of four highest consecutive years times years of service up to 30 years, plus 2% (of such average salary) times years of service in excess of 30 years.

Disability:

- 1) 85% of 1 3/4% of average salary of four highest consecutive years up to the maximum coverage times adjusted years of service (years of service up to disability plus number of years from age at disability to age 60).
- If the combination of the benefits provided from the BMH-North Mississippi retirement annuity plan and the PERSM plan are less than the appropriate benefit formula described above, a supplemental retirement benefit will be provided.

Vesting

Based on years of combined eligible service with Oxford Lafayette Medical Center and BMH-North Mississippi.

<u>Years</u>	<u>%</u>
0-2	0%
3	20%
4+	100%

This information highlights the special plan provisions and is not a substitute for the plan document.

II. HEALTH AND DENTAL PLAN

MINUTE BOOK No. 61, CITY OF OXFORD
 The HealthMark Mississippi employees will be enrolled in the BMHCS, Inc.'s preferred provider plan called HealthMark. Employees currently covered under the Mississippi Hospital Employee Benefit Trust will be enrolled in HealthMark with no lapse in coverage. Employees not currently enrolled will be given the opportunity to join if they meet the eligibility requirements.

DEMENT-MERIDIAN 60-8596

Pre-existing condition limitations will be waived for any employee or dependent who has already satisfied the required waiting times. In addition, employees or dependents will not be required to satisfy additional deductibles if they have met all or portions of their 1989 deductible under the current plan.

The HealthMark plan is a comprehensive medical and dental plan, whereas the Mississippi plan is medical only. An optional, dental contract is offered individually at employee expense. This separate policy will continue in force as an additional dental benefit if the employee chooses.

The major provisions of the HealthMark plan are:

Medical Deductible	- \$100 per person per calendar year (separate per admission deductible applies to Non-PPO facilities)
Out-of-Pocket for Preferred Providers	- \$1000 per person per calendar year
Inpatient Facility	- 90% PPO/70% non-PPO
Outpatient Facility	- 100% PPO/70% non-PPO
Physician	- 90% PPO/50% non-PPO
Prescription Drugs	- 80%
Lifetime Maximum	- \$250,000 per person

Pre-certification required for specified services.

Calendar year maximum for inpatient and outpatient mental/nervous and alcoholism/substance abuse disorders.

Dental

Deductible - none

Calendar year maximum benefit - \$500.00 per person

Basic benefits for specified diagnostic, restorative and preventive dental care procedures - 80%

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Full Time Part Time

DEMENT-MERIDIAN 60-8596

Single coverage:	\$24.00	\$30.00
Family coverage:	\$48.00	\$60.00

The anticipated effective date for conversion to HealthMark in July 1, 1989.

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DEMENT-MERIDIAN 60-8596

BMH-North Mississippi employees will be covered by the BMHCS, Inc. group term life insurance policy with American General Life Insurance Company. The umbrella contract will provide coverage of 1+1/2 times annual pay to all full-time employees, to a maximum of \$50,000. The AD&D coverage provides for double indemnity for accidental death, and a schedule of benefits for dismemberment depending upon severity and type of loss.

The waiting period will be waived if current Oxford full-time service otherwise satisfies the contract waiting period of 90 days of full-time employment.

The anticipated effective date is July 1, 1989.

IV. VOLUNTARY LIFE INSURANCE

BMH-North Mississippi employees will be given the opportunity to purchase additional life insurance through the BMHCS, Inc. group term voluntary life insurance policy. The umbrella contract will provide coverage, if elected, for the employee, a spouse, and dependent children. The employee elects coverage of 1x or 2x annual salary to a maximum \$100,000. Additionally, coverage for a spouse of one-half the employee coverage a maximum of \$50,000 and for dependent children, \$10,000 per eligible child may be elected.

The premiums are age-related and are paid by the employee.

The anticipated effective date is July 1, 1989.

V. ANNUAL LEAVE

Employees will be given a more liberal schedule of paid days off than the current accumulation rate. The schedule will be as follows, based on all accumulated Oxford/BMH service:

	<u>Hours Per Pay Period</u>	<u>Equivalent Days Per Year</u>
DOE - 18 months	6.77	22
19 months - 36 months	7.08	23
37 months - 54 months	7.38	24
55 months - 119 months	8.00	26
120 months - 179 months	8.62	28
180 months +	9.23	30

The above schedule is based on a full-time, 80-hour per pay period employee. For full-time employees working less than 80 hours, the hourly equivalents will be pro-rated.

MINUTE BOOK No. 61, CITY OF OXFORD

The conversion will occur as of the first pay period under the BMH-North Mississippi contract. DOCUMENT-MERIDIAN 60-8596

VI. WORKERS COMPENSATION

The current contract with the Virginia Insurance Reciprocal (most recent effective date is March 3, 1989) will continue. This contract provides insured payments to employees in the event of work-related injuries or death.

VII. TAX SHELTERED ANNUITY PROGRAM

Employees currently participating in the VALIC 403-(b) plan may continue if so desired. The BMHCS, Inc. broker for additional Tax Sheltered Annuity Contracts, COPELAND COMPANIES, will be made available to employees who desire additional products. The anticipated effective date for adding COPELAND products is August 1, 1989.

VIII. TUITION REIMBURSEMENT PROGRAM

The current plan that allows employees the opportunity to take a limited number of courses offered to the hospital by the University of Mississippi will continue.

IX. OPTIONAL CANCER/INTENSIVE CARE INSURANCE

The optional cancer/intensive care insurance made available to all employees through American Family Life Insurance Company will continue.

X. CREDIT UNION

The service of the BMHCS, Inc. Credit Union, a federally chartered organization, will be made available to BMH-North Mississippi employees. The application process has been completed. The anticipated effective date for these services is August 1, 1989.

XI. SERVICE AWARDS

All Oxford-BMH service will be credited toward employee eligibility for service awards. These are distributed at various service increments of 5 years.

XII. REST BREAKS

Employees will continue to receive two ten-minute rest breaks per shift, during which free coffee and tea is available.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Schedule 7

Facility Survey Report of Inspection
of the Hospital conducted on
March 29 and 30, 1989 as referenced
in correspondence dated April 3, 1989
from Jones Mah Gaskill Rhodes, Inc.

k. C. Jones
 c/o Mah
 Jam H. Gaskill
 Ed A. Rhodes
 Noel F. Finelaid
 Lin E. German, Jr.
 Ark McDonald
 and N. Van Frank

April 3, 1989

Mr. Bobby Hancock
 Baptist Memorial Health Care Development Corp.
 899 Madison Avenue
 Memphis, TN 38146

Subject: Oxford-Lafayette Medical Center

Dear Mr. Hancock:

We have further reviewed the list of items generated by the teams from our office and Inman Construction Corp. on March 29th and 30th, 1989, to categorize these as follows:

- A. Items which require maintenance, repair, or replacement in the next 12 months whether or not BMH is the operator of the facilities and whether or not an expansion and renovation program is undertaken. These items total \$374,000.
- B. Items required to bring the facilities up to BMH standards that are not included in the proposed construction and renovation plan. These items total \$485,000.
- C. Items which should be added to the construction and renovation program which have surfaced as a result of the facilities survey that were not considered in the Tribrook report nor the BMH construction/renovation proposal. These items total \$1,698,000.

We wish to emphasize that the factors used in the construction and renovation program are based on today's pricing and it is assumed that the project would proceed expeditiously and bids taken during the calendar year 1989. Should the time scheduled be lengthened for this development, a factor of 4% per year should be added to the construction and renovation cost for escalation.

If we can provide further information to assist you in this effort, please contact me.

Sincerely,

JONES MAH GASKILL RHODES INC.

David A. Rhodes

David A. Rhodes, AIA

890460.00/1/CLA

cc: Inman Construction Corp.

MINUTE BOOK No. 61 CITY OF OXFORD

OXFORD-LAFAYETTE MEDICAL CENTER
 2000 N. Main St., Oxford, Miss.
 March 29, 1989 & March 30, 1989

CEMENT-MERIDIAN 60-8596

Mrs. Gene Smith of Jones Mah Gaskill Rhodes, Inc.; Paul Akin and Herbert Makstis of Irman Construction Corp.; and James Rogers of Summerall Electric Co. Inspected the Oxford-Lafayette Medical Center on March 29, 1989. Messrs. Smith, Akin and Robert Buswell of Southland Air Conditioning, Inc. inspected the facility on March 30, 1989. Mr. Phillip Lassiter, Director of Maintenance, Oxford-Lafayette Medical Center, accompanied both parties during their inspections.

The purpose of the inspection was three fold. (1) Discover and estimate the cost of any modifications required to bring the hospital up to code requirements and/or "Baptist Memorial Standards" in the immediate future (0 to 3 years). (2) Confirm costing factors used in a February 23, 1989, Facility Development Plan prepared by Jones Mah Gaskill Rhodes, Inc. for a construction completion in 3 to 4 years. (3) Discover and estimate the cost of modifications which may be required in conjunction with or after the proposed Facility Development Plan but are not required in the immediate future.

The following listing is somewhat subjective as to category. Estimated values are extremely preliminary. These footages may be of value while reviewing the listing:

Basement: 22,033 (approx. 80,000 in new surgery bldg.)
 1st Flr: 74,047 (approx. 20,000 in new surgery bldg.)
 2nd Flr: 18,186
 3rd Flr: 18,186

 133,052 of w/o consideration of out buildings or canopies.

ITEM DESCRIPTION	NECESSARY REPAIRS & MAINTENANCE	UPGRADES TO BMH STANDARDS	FACILITY DEVELOP.
1) Current incinerator inadequate for current volume of wastes; discharge appears to exceed standards; current location allows discharge to short circuit to surgery building air handler intake.	50,000	--	--
2) Site lighting at east employee parking appears inadequate to provide safe and secure access to vehicles.	7,000	--	--
3) Landscaping should be aesthetically upgraded to "BMH standards".	--	100,000	--
4) The parapet on the west side wall has extensive brick facade face spalling which presents both an appearance and minor public safety hazard. The exterior parapet facing should be replaced.	--	--	36,000

MINUTE BOOK No. 61 CITY OF OXFORD

SITE VISIT COMMENTS
 ORDER OF WORK AND EST. COSTS
 March 29 & 30, 1989

Revised 4-1-8

DEMENT-MERIDIAN 60-8596

ITEM DESCRIPTION	NECESSARY REPAIRS & MAINTENANCE	UPGRADES TO BHM STANDARDS	FACILITY DEVELOP.
different color shadings presenting a somewhat less than normal "BHM standard" appearance. Painting the existing brick would help solve this problem.	--	30,000	--
Adding an Exterior Finish System would also solve the problem and provide some insulation value for the exterior walls which are currently not insulated. ADD to above:	--	--	430,000
6) The east boiler stack brick facade has extensive cracking at the first and second floor levels which should be tuckpointed.	3,000	--	--
7) The current shed construction housing the kitchen cooler/freezers is unsightly and detracts from the building's aesthetics.	--	30,000	--
8) The tractor shed at the rear of the hospital should be upgraded and relocated away from the hospital's receiving docks.	--	8,000	--
9) The current roof is in good overall repair, however, some work will need to be done on some areas which are currently puddling and causing some soft spots where water has penetrated into the roofing plies.	6,000	--	--
10) The existing windows are single pane and non-insulated, there are no slide stops to restrict the size of any clear opening as required by life/safety codes and there are no screws.	--	--	60,000
11) All door locks should be rekeyed with new masters and sub-master keyed cylinders.	--	20,000	--
12) Most fire and smoke rated walls have non-firestopped penetrations. Some partitions are not full height to structure above as required at Desoto.	20,000	--	--
13) Acoustical ceilings throughout the "old hospital" need to be replaced in order to achieve normal "BHM standard" aesthetics.	--	120,000	--

MINUTE BOOK No. 61, CITY OF OXFORD

NECESSARY REPAIRS & MAINTENANCE TO BHM FACILITY
 DEMENT-MERIDIAN 60-8596

ITEM DESCRIPTION	MAINTENANCE	STANDARDS	FACILITY DEVELOP.
14) New nurse call panels and television set mounts have been recently added in the patient rooms. Wall patching has not been completed.	24,000	--	--
15) Modifications to the current labor/delivery area and construction of an in which to relocate the nuclear medicine area are under construction but not completed.	14,000	--	--
16) Much of the existing kitchen equipment is worn out and antiquated.	30,000	--	--
17) The two "Kraft" elevators do not have emergency power capabilities and will therefore not operate in a power outage emergency. The existing antiquated elevator motor controllers should be replaced with new state of the art controllers and a new transfer switch installed to switch elevator power to emergency systems during a power outage.	--	37,000	--
Elevator motor loads indicate a new emergency generator will need to be added to furnish adequate power for the elevators during a power outage.	--	31,000	--
18) The two Kraft elevators do not have interconnected car call and door systems. In effect they operate as a single elevator since most people push both sets of call buttons while waiting for a car.	--	26,000	--
19) The domestic hot water piping system is looped without adequate zone valves to allow small areas of the hospital to be shut off for maintenance or system repairs.	3,000	--	--
20) The common bathing facilities serving the patient areas need to be upgraded to "BHM standards".	--	3,000	--
21) The vacuum pump serving the surgery area medical vacuum system is excessively noisy and may not be functioning properly.	13,000	--	--
22) The pneumatic controls regulating the old boiler room boilers and chillers are worn out and need replacement.	30,000	--	--
23) The cafeteria is not aesthetically up to "BHM standards" for a high visibility area. In addition there is no short order or deli capability.	--	50,000	--

SITE VISIT COMMENTS
 01-10-1989 - DEMENT-MERIDIAN REGIONAL CENTER
 March 29 & 30, 1989

MINUTE BOOK No. 61 CITY OF OXFORD

Revised 4-3-
 DEMENT-MERIDIAN 60-8596

ITEM DESCRIPTION	NECESSARY REPAIRS & MAINTENANCE	UPGRADES TO IHM STANDARDS	FACILITY DEVELOP.
24) The underground fuel oil storage tanks <u>may not</u> meet proposed new code or even the recently revised existing code requirements.	50,000	--	
25) The cooling tower serving the Extended Care wing is in poor shape and should be replaced.	25,000	--	
26) 11) 200T chiller is due for an overhaul in the near future.	15,000	--	
27) 11) Sterilizer has become antiquate and cannot be serviced.	30,000	--	
28) The Pass Through Washers frequently flood the room that they're in.	5,000	--	
29) The maintenance department needs test equipment in order to make required periodic medical equipment evaluations.	5,000	--	
30) None of the existing elevators have automatic switch over to emergency power capabilities.	--	--	5,000
31) The fire alarm system is antiquated and will not meet code.	--	--	100,000
32) Emergency lighting circuits need to be added to approximately a third of the corridor lights in lieu of the floor lights currently providing emergency lighting.	--	--	25,000
33) Receptacles need to be grounded and upgraded to "hospital standard".	--	--	30,000
34) The kitchen area currently has no emergency lighting.	2,000	--	
35) The roof area needs additional power receptacles in order to provide power within 75 ft of any piece of equipment.	--	--	1,000
36) Some circuits are currently wired with Romex, an insulated exposed wire system permitted in home building but not in hospitals.	9,000	--	
37) Kitchen coolers and freezers should be put on an emergency power circuit to prevent food loss and the possibility of accidental food poisoning.	2,000	--	

MINUTE BOOK No. 61, CITY OF OXFORD

MESSRU PROJECTS
 REPAIRS & BMU
 PERMIT MERIDIAN 60-8596

ITEM DESCRIPTION	MAINTENANCE	STANDARDS	DEVELOP.
38) There is no alarm on the isolation panels in the Operation Rooms. These panels also should be interlocked with the panel at the nurse's station.	1,000	--	--
39) There is no code blue system in the Operating Room's.	5,000	--	--
40) The existing 1st, 2nd & 3rd floor patient area air systems in the "old hospital" are not providing adequate air flow or cooling. These systems could be replaced with a new all air system in conjunction with the new expansion by upsizing the new chillers included in the proposed Fac. Dev. Plan.	--	--	710,000
41) The existing bath exhaust system is not working well, most of the bath rooms are stale and have a detectable odor.	10,000	--	--
42) The existing hvac water systems need to be balanced.	3,000	--	--
43) The kitchen hood needs to be upgraded.	--	8,000	--
44) Several other minor miscellaneous hvac system changes will be required to achieve a more efficient operating system.	4,000	--	--
45) The shelled space factor used in the Fac. Dev. Plan appears to be low at 50%; 64% is suggested as a more reasonable factor.	--	--	199,000
46) The 30% factor used for third floor renovation in the Fac. Dev. Plan is low. Another \$10 per sf should be added.	--	--	62,000
TOTALS	374,000	485,000	1,690,000
47) There may be asbestos insulation present in the old boiler room and laundry room (and presumably on the steam lines in between).	--	--	--
48) Factors used in the Facility Development Plan are predicated upon today's pricing. It is assumed that the plan will be implemented within the next six months. Otherwise escalation should be added.	--	--	--
49) Owner furnished signage.	--	--	--

TOTAL P. 00

MINUTE BOOK No. 61, CITY OF OXFORD

Messrs. Gene Smith, J. L. Gaskill (to be), J. L. Gaskill and Herb K. Roberts of Inman Construction Corp.; and James Rogers of Summerall Electric Co. inspected the Oxford-Lafayette Medical Center on March 29, 1989. Messrs. Smith, Akin and Robert Boswell of Southland Air Conditioning, Inc. inspected the facility on March 30, 1989. Mr. Phillip Lassiter, Director of Maintenance, Oxford-Lafayette Medical Center, accompanied both parties during their inspections.

DEMENT-MERIDIAN 60-8596

The purpose of the inspection was three fold. (1) Discover and estimate the cost of any modifications required to bring the hospital up to code requirements and/or "Baptist Memorial Standards" in the immediate future (0 to 3 years). (2) Confirm costing factors used in a February 23, 1989, Facility Development Plan prepared by Jones Mah Gaskill Rhodes, Inc. for a construction completion in 3 to 4 years. (3) Discover and estimate the cost of modifications which may be required in conjunction with or after the proposed Facility Development Plan but are not required in the immediate future.

The following listing is somewhat subjective as to category. Estimated values are extremely preliminary. These footages may be of value while reviewing the listing:

Basement:	22,033	(approx. 20,000 in new surgery bldg.)
1st Flr:	74,647	(approx. 20,000 in new surgery bldg.)
2nd Flr:	18,186	
3rd Flr:	18,186	

133,052 sf w/o consideration of out buildings or canopies.

ITEM DESCRIPTION	FACILITY	
	NEAR TERM	DEVELOP. LONG TERM
1) Current Incinerator inadequate for current needs, discharge appears to exceed standards, current location allows discharge to short circuit to surgery building air handler intake.	50,000	
2) Site lighting at east employee parking appears inadequate.	7,000	
3) Landscaping should be upgraded to "DIII" standards.		100,000
4) West parapet wall has extensive brick facade facing spalling which presents both an appearance and minor public safety hazard. Exterior parapet facing should be replaced.	36,000	

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

- | | |
|---|---------|
| 5) Exterior walls to be repointed and
shadings presenting a somewhat less
than normal "BMH standard"
appearance. Painting the existing
brick would help solve this problem. | 50,000 |
| Adding an EFS would also solve the
problem and provide some insulation
value for the exterior walls which
are currently not insulated. ADD | 450,000 |
| 6) The old boiler stack brick facade has
extensive cracking at the first and
second floor levels and should be
tuckpointed. | 5,000 |
| 7) Current shed construction housing the
kitchen cooler/freezers is unsightly. | 30,000 |
| 9) The tractor shed at rear of hospital
should be upgraded and relocated away
from receiving docks. | 8,000 |
| 10) Current roof in good overall repair,
however, some work will need to be
done. | 6,000 |
| 11) Patient tower, kitchen area and
center roof over CCU will eventually
need to be reroofed. | 80,000 |
| 12) Existing windows are single pane and
non-insulated, no life/safety aspects
at all, no screens. | 60,000 |
| 13) All locks should be master keyed. | 20,000 |
| 14) Most rated walls have non-firestopped
penetrations. Some partitions not
full height. (Notes: If ownership
effectively changes these funds will
be required. If ownership does not
change then delete this item.) | 20,000 |

ITEM DESCRIPTION FACILITY

MINUTE BOOK No. 61, CITY OF OXFORD NEAR 50TH AVENUE LONG TERM

DEMENT-MERIDIAN 60-8596

15) Acoustical ceilings throughout "old hospital" need to be replaced.	120,000
16) New nurse call panels and tv mounts have been put in the patient rooms. Wall patching has not been completed.	24,000
17) Modifications to current labor/delivery and relocated nuclear medicine areas under construction but not	
18) most of the existing kitchen equipment is worn out.	30,000
19) Two old Kraft elevators do not have emergency power capabilities. Controllers need to be replaced and a transfer switch installed.	37,000
Loads indicate a new emergency generator will need to be added for above.	31,000
20) The two Kraft elevators do not have interconnected car call and door systems. In effect they operate as a single elevator since most people push both sets of call buttons while waiting for a car.	26,000
21) Domestic hot water system is looped without adequate zone valves. Only way of doing water system repairs is to shut off complete system.	5,000
22) Common bath facilities need to be upgraded to "BMH standard".	5,000

23) Vacuum pump serving
excessively noisy, may not be
functioning properly.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

23) Vacuum pump serving excessively noisy, may not be functioning properly.	15,000
24) Pneumatic controls serving old boiler room are worn out.	30,000
25) Cafeteria not up to "BMH standards" for a high visibility area. No short order or dell capability.	50,000
26) Underground fuel oil storage tanks may not meet proposed new code or existing code requirements.	50,000
27) Cooling tower serving the existing extended care wing is in poor shape and should be replaced.	25,000
28) (1) 200T chiller is due for an overhaul.	15,000
29) (1) Sterilizer is so old that Castle Equipment will no longer service it.	30,000
30) Pass through washers flood room frequently.	5,000
31) Maintenance needs test equipment in order to make required medical equipment evaluations.	5,000
32) None of the elevators have automatic switch over to emergency power.	5,000
33) Fire alarm system is antiquated and will not meet code.	100,000
34) Emergency lighting circuits need to be added to corridor lights.	25,000
35) Receptacles need to be grounded and upgraded to hospital standard.	50,000
36) Kitchen needs emergency lighting.	2,000
37) Roof area needs power receptacles.	1,000
38) Rewire circuits currently ran with Romex.	9,000

<p>39) Upgrade Kraft elevator cabs.</p>			50,000
<p>40) Kitchen coolers and freezers should be put on emergency power.</p>		2,000	
<p>41) No alarm on isolation panels in O.R. These panels should be interlocked with nurse's station.</p>		1,000	
<p>42) No code blue system in O.R.'s.</p>		5,000	
<p>43) Existing 1st, 2nd & 3rd floor patient area air systems in the old hospital not adequate for air flow or cooling. Upgrade with new all air system and upsize new chillers in Fac. Dev. Plan.</p>			710,000
<p>44) Existing bath exhaust system not working well, leaves room stale.</p>		10,000	
<p>45) Existing hvac water systems need to be balanced.</p>		3,000	
<p>46) Kitchen hood needs to be upgraded.</p>		8,000	
<p>47) Miscellaneous hvac system changes.</p>		4,000	
<p>48) The shelled space factor used in the Fac. Dev. Plan appears to be low at 50%; 64% is suggested as a more reasonable factor.</p>			199,000
<p>62) The 30% factor used for third floor renovation in the Fac. Dev. Plan is low. Another \$10 per sf should be added.</p>			62,000
			62,000
Totals		662,000	1,735,000 300,000

63) There may be asbestos insulation present in the old boiler room and laundry room (and presumably on the steam lines in between). ?

64) Factors used in the Facility Development Plan are predicated upon today's pricing. It is assumed that the plan will be implemented within the next six months. Otherwise escalation should be added. ?

TOTAL F.O.B.

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Schedule 8

Equipment, Furniture, Furnishings

See Attachment.

ARTICLE XI, SECTION 11.1, LESSOR'S EQUIPMENT

T.: ACCOUNTING
T. NUMBER: 905

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

SERIAL #	MODEL #	DESCRIPTION
		Desk (Wood,Single Drawer)
		Desk (Wood,Single Drawer)
		Desk (Wood,Single Drawer)
		Desk (Metal/Wood)
T0570	3196	IBM Terminal
715308	P103-D	Adding Machine-Cannon
		Wooden Bookshelf (5 Shelves)
		Storage Cabinet (Metal,on Wheels,3 Shelves)
05641-22697		Texas Instruments Professional Computer
4020543	3046	Texas Instruments Professional Computer Screen
3185541968	855	Texas Instruments Professional Computer Printer
	300	Quarterdeck-Tape Drive
		Desk (Small/Wood)
13263	3791	Decision Data CRT
		Telephone (Desk Model)
		Telephone (Desk Model)
15131	2018-CMB	Universal Data System-modem
		Chair (Straight Back-Metal/Vinyl)
		Chair (Straight Back-Metal/Vinyl)
1043818	5360	IBM System 36
		Acco Diskette Holder-holds (50) Diskettes
		Acco Diskette Holder-holds (50) Diskettes
		IBM Diskette Holder-Holds (30) Diskettes
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth)
		Chair (Swivel,rollers,metal/cloth),executive
		Chair (Swivel,rollers,metal/cloth-w/arms
68093	5262	IBM Printer
2820080	PC 6300	ATT Computer
337649	473	ATT Printer
		Bookshelf (Wooden/5 shelves)
		Bookshelf (Wooden/5 shelves)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Large)
		Trash Can (Medium)
		Trash Can (Small)
		Metal Cart (2 Shelves)
		Metal Cart (2 Shelves)
32484	5291	IBM CRT
32481	5291	IBM CRT
42485	5291	IBM CRT
		Telephone (Desk Model)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

Item Number	Category	Description
		Telephone (Desk Model)
		Telephone (Desk Model)
		Telephone (Desk Model, black speaker)
		Telephone (Desk Model, Executive)
		Desk (Standard-Metal/wood)
		Stapler (Heavy Duty/Swingline)
		Check Sorter
247835	P10-D	Adding Machine-Cannon
		Desk (Small secretarial)
714473	P103-D	Adding Machine (Cannon)
		Filing Cabinet (4 Drawers)
		Filing Cabinet (4 Drawers)
		Filing Cabinet (4 Drawers)
		Desk (Large army metal)
216521	P124-D	Adding Machine (Cannon)
		Typewriter Table
		Computer Desk
		Desk (Extra Small)
		Metal Coat Rack
		Small Bookshelf (2 Shelves)
		Metal File Bucket
		Metal Storage Shelves (6 Shelves)
		Large dry board
		Bookshelf (Wooden/6 shelves)
		Metal Cart (2 shelves, on wheels)
		Executive Desk (Medium)
1522033		Compaq Portable computer
		Computer Stand (Small)
06002125	FX1050	Epson Printer
214637	P124-D	Adding Machine (Cannon)
	50	Hole Puncher (2 holes, Mutual)
		Straight Back Chair (Metal, Vinyl, w/arms)
		No listing this number
		Bulletin Board
714679	P103-D	Adding Machine (Canon)
0001011046	FX1050	Printer Epson)
231413049	30	IBM PC-2 (Type 8530)
860376354	4869	External Diskette Drive (IBM)
		Printer Table
		Small Computer Table
		Wooden Coat Rack
		Executive Desk, large
		Wooden Book Shelf (5 Shelves)
		Wooden Book Shelf (5 Shelves)
		Fire Extinguisher
		L-shaped Partition

MINUTE BOOK No. 61, CITY OF OXFORD

PT: ACU

PT NUMBER: 615

DEMENT-MERIDIAN 60-8596

EM #	SERIAL #	MODEL #	DESCRIPTION
		58252	WheelChair
	42538870	425	Hill-Roa Bed,hand cranked
	62228P38		Extension IV POle
	62233P38		Overbed Table
			Overbed Table
			Rocking Chair
			Rocking Chair
	42536873	425	Hill Roa Bed,hand cranked
	62535026		Overbed Table
			Garbage Can
	62234P78		Overbed Table
	42538888	425	Hill Roa Bed,hand cranked
		2520	IV Pole on rollers
			Chair w/aras
			Chair w/aras
	42538871	425	Hill Roa Bed, hand cranked
			Garbage Can (Lq.Rubbermaid)
			Garbage Can (sm.metal)
			Storage Container
			Storage Container
			Storage Container
			Desk Chair w/rollers
			Desk Chair w/rollers
			Desk Chair w/rollers
			Desk Phone
			Desk Calendar
		S-300C	Rolodex
			Bullentin Board
			Dry Erace Board
			Pencil Sharpner
			Chart Holder (Desk Top)
			Chart Holder (Desk Top)
			Multi-tape Dispenser
			Garbage Can (Sm.plastic)
			Garbage Can (Sm.plastic)
			Garbage Can (Lq.Plastic)
			Scales (Detecto)
			Garbage Can (Sm.plastic)
			Chair w/aras
			Chair w/aras
			Wall Clock
			Desk Phone
		S300C	Rolodex
		817	IVAC Charger
		817	IVAC Charger
		SC-1	Electric Razor
	00127685	AT575	Microwave Oven
	70302091	SR9556	Refrigerator
			Storage Box-36-drawers

MINUTE BOOK No. 61, CITY OF OXFORD

In/Out Box

DEMENT-MERIDIAN 60-8596

			Stapler
			Tape Dispenser
			Helium Tank
			IV Pole on rollers
			Garbage Can (Large,plastic)
			Extension IV Pole
			Extension IV Pole
			Extension IV Pole
			Overbed Table
			Overbed Table
			Overbed Table
			Overbed Table
		425	Hill Rom Bed,Hand Cranked
		425	Hill Rom Bed,Hand Cranked
		425	Hill Rom Bed,Electric
			Hill Rom Bed,Electric
			Chair w/arms
			Chair w/arms
			Chair w/arms
			Chair w/arms
			Garbage Can (Sm.plastic)
			Overbed Table
			Hill Rom Bed, Electric
			Extension IV Pole
			Chair w/arms
			Chair w/arms
			IV Extension Pole
			Overbed Table
		425	Hill Rom Bed, Hand Cranked
			Overbed Table
			Hill Rom Bed (Electric)
			Extension Pole
			Chair
			Hill Rom Bed,Electric
			Overbed Table
			Garbage Can (Lg.Plastic)
			IV Pole on rollers
			Chair (Vinyl)
			Foot Stool
			Garbage Can
			Overbed Table
		425	Bed, hand cranked
			IV Pole on rollers
		7A1045	Pillow Speaker
			Chair w/arms
			Chair w/arms
			Extension IV Pole
		622	Overbed Table
		425	Hill Rom Bed, hand cranked
			Overbed Table
			Hill Rom Bed, Electric
		7A1045	Pillow Speaker
			Pillow Speaker
			Chair (Vinyl)
			Overbed Table

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DEMENT-MERIDIAN 60-8596

62206190381

55342

095200

095200

2000

817

2000

300

622

630

630

630

- Chair w/arms
- Chair w/arms
- Chair w/arms
- Chair w/arms
- TV
- TV Table
- Framed Picture
- Framed Picture
- Garbage Can
- Wall Clock
- Garbage Can (Sm.metal)
- Garbage Can (Lg.Metal)
- IVAC
- IVAC Charger
- IVAC
- Metal Cart (large)
- B/P Machine, free standing, portable
- Telephone (Wallmount)
- Linen Cart
- Chair (Vinyl on wheels)
- Metal Cart (Lg.)
- Storage Cabinet, large metal
- Step Stool
- Table (Metal w/rollers)
- Overbed Table
- Chair (Recliner, vinyl)
- Call Light
- Chair w/arms
- Chair w/arms
- Screen (Folding)
- Screen (Folding)
- Screen (Folding)
- Garbage (Lg.metal)
- Overbed Table
- Chair (Recliner, vinyl)
- Call Cord light
- Chair w/arms
- Chair w/arms
- Reclining Chair
- Overbed Table
- Chair (Recliner, vinyl)
- Overbed Table
- Chair (Recliner, vinyl)
- Overbed Table
- Call Light
- Call Light
- Chair w/arms
- Chair w/arms
- Chair w/arms
- Chair w/arms
- Garbage Can (Lg.metal)
- Chair w/arms
- Chair w/arms
- Chair w/arms
- Chair w/arms
- Garbage Can (Lg.metal)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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36

Overbed Table
Chair (Recliner, vinyl)
Chair (Recliner, vinyl)
Overbed Table
Call light
Call light
Overbed Table
Chair (Recliner, vinyl)
Overbed Table
Chair (Recliner, vinyl)
Call light
Chair w/arms
Chair w/arms
Overbed Table
Chair (Recliner, vinyl)
Call light
Chair w/arms
Chair w/arms
Medicine Tray
Stapler
Tape Dispenser
Chart Holder (Desk top/metal)
Requisition Holder (Metal)
Eye Chart
Desk Calendar
IVAC
IVAC
Floral Wreath
Addressograph

622

630

630

012310

2000

02175

5001

MINUTE BOOK No. 61, CITY OF OXFORD

T.: ADMINISTRATION

CEMENT-MERIDIAN 60-8596

T. NUMBER: 901

M #	SERIAL #	MODEL #	DESCRIPTION
	273035018		Executive Chair (Leather)
	264187		Credenza
			Executive Desk
			Phone (Private Line-234-9557-(Coodial)
			Brass Flower Pot Holder
			Couch (Drexel Heritage-Mfg.)
			Picture-(Bengal Tiger)
			Glass Top End Table
			Brass Book Ends
			AT&T 7303 Hybrid Phone
			Cannon Canola Calculator(MP1000)
			Executive Arm Chair (Leather)
			Executive Arm Chair (Leather)
			Sofa Table (Glass Top)
			Picture (G.Hugg-Arnold)
			Metal Deer (Male & Female)
			Horizontal Hanging File Cabinet
			Horizontal Hanging File Cabinet
			Harris-Lanier Word Processor
			Harris-Lanier Printer
			Printer Stand
			Secretarial Desk/attached Typewriter Stand
			Canon P103-D Calculator
	715945		AT&T 7303 Hybrid Phone (Ext.8402)
	273035018	2140	Healthline Record-A-Call Phone
	AE274947		AT&T 7303 Hybrid Phone (Ext.8400)
	273035018		IBM Memory 100 Typewriter
	0122361		Pictures "Flight of Crane"-K.Harris (2)
	04902-2		Secretarial Desk/attached Typewriter Stand
	289310	P-101	Lanier Transcriber/Foot Pedal & Ear Phones
	9203	3791-01	Decision Data CRT Computer
			Metal Vertical File Cabinet-2 doors
			Wooden Coat Rack
			Secretarial Chair (Green)
			Secretarial Chair (Green)
			Secretarial Chair (Brown)
			Visitor Armchairs
			Theora Haablett Print #40/10000
	6705455062		IBM Correcting Selectric III Typewriter
			Typewriter Table
			Buiova Quartz Clock (Battery)
			Robert Thom Pictures (2)
			Bamboo Chair
			Bamboo Chair
			Lamp Table
			Lamp
			Allen Hughes Print
			AT&T 7303 Hybrid Phone (Ext.403)
			Executive Chair

MINUTE BOOK No. 61, CITY OF OXFORD

City of Oxford
Anderson File Cabinet

DEMENT-MERIDIAN 60-8596

Book Shelf
Lateral File Cabinet
Sidearm Chair (2)
Executive Swivel Chair
Desk 60 I 30
Bookcase
AT&T Hybrid Phone

MINUTE BOOK No. 61, CITY OF OXFORD

PT.: AMBULANCE

DEMENT-MERIDIAN 60-8596

PT. NUMBER: 744

EM #	SERIAL #	MODEL #	DESCRIPTION
	15ED5378		Pager (Motorola Director w/charger)
			Pager (Motorola Director)
	751ANC1412	MT 1000	Radio (Motorola w/charger)
	751ANC1411		Radio (Motorola w/charger)
	751ANC1413		Radio (Motorola w/charger)
		2054697	Radio (Motorola w/base)
			G. E. Marc 500 Base
			Back Board
			Back Board
			Infant Car Seat
			Short Spine Board
			Short Spine Board
			Spine Board (Folding, Metal)
			Phily Collar
			Phily Collar
			Phily Collar
			Stretcher
			Stretcher
			Stretcher
			Stretcher
	8291		Life Pak (5 Charger & 2 Batteries)
			Life Pak (5 Monitor & Defibrillator)
			Short Spine Board
			Short Spine Board
			Short Spine Board
			CPR Board
			CPR Board
			CPR Board
			Blood Pressure Unit (Tycos)
			Blood Pressure Unit
			Blood Pressure Unit
			Oxygen Demand Valve
			Portable Suction
			Portable Suction
			Portable Suction
			Back Boards (6)
			Short Spine Board
			Short Spine Board
			Short Spine Board
			Folding Cots (7)
			Head Immobilizer
			Head Immobilizer
			Head Immobilizer
			Mast Trousers
			Mast Trousers
			Mast Trousers
			Mast Pediatric Trousers
			Mare Splint Pediatric
			Radio (Motorola)

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-51

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Radio (Polycom)
Radio (Motorola)

DEMENT-MERIDIAN 60-8596

- Unit 51 Ford Ambulance (Box Type)
- Unit 50 Ford Ambulance (Van Type)
- Unit 52 Chevy Ambulance (Box Type)
- Ked Air Splint
- Ked Air Splint
- Ked Air Splint
- Hare Splint (Adult)
- Hare Splint (Adult)
- Hare Splint (Adult)
- Mast Trousers (Pediatric)
- Oxygen Regulator (8)

80

MINUTE BOOK No. 61, CITY OF OXFORD

T: Business Office
T. Numbers: 900

DEMENT-MERIDIAN 60-8596

IN #	SERIAL #	MODEL #	DESCRIPTION
	10244	S104	Postage scale
	186467	5600	Postage Machine
	76200987	9510	Sharp SF 9510 Copier
	Class 350	A96066	Victor File cabinet. (4 drawer), with safe
			Picture
			Visitor Chair (2)
			Office chair, wood
			Wood desk with extension
	42226	3196	IBM CRT
	L420743		Canon Calculator
			Desk Phone
			Picture
	266141925		IBM Selectric II A91773
			Wood table, small
			File cabinet, (2 drawer)
			Wood bookcase with doors
	3650348		Hedman check protector
			Wastesbasket
			Key cabinet, small
	711777	CP101970	Calculator
	264869142		IBM correctabel typewriter
			Desk, large L shaped with typewriter ext.
			Desk/Computer Table
	41096	IBM	CRT terminal and keyboard
			Desk, small (3 drawer)
			File cabinet, (4 drawer)
			Chair, secretarial
			Chair, secretarial
			Chair, Visitor
			Chair, Visitor
			Telephone, desk top
			Telephone, desk top
			Wastepaper basket
			Wastepaper basket
			Chair, Visitor
			Desk, (5 drawer), large
			Desk, (5 drawer), large
	42208		CRT Terminal and keyboard
	205345	CP1000	Calculator, canon
			Table, long folding bench
			Telephone
			Chair, straight
			Chair, secretarial, swivel
			Chair, secretarial, swivel
	263015461		Typewriter, IBM Selectric II
			Chair, Visitor
			Chair, Visitor
			Wastepaper basket
			Wastepaper basket

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

L117109
L112892
L906267
263015463
26141245

41166
13338

21-0409758	72
26-636312	8X
26-1945935	
266197910	8x
210408976	72
210411475	72
L131818	CP1002
L416330	CP1200
727876	P101B
L212497	CP1000
224471	P101
240611	P101
353x8833250	
353AK775	
353X88	
76214345	SF7700

Telephone
Telephone
Telephone
Desk with left return
Desk with left return
Desk with no return
Computer table
Chairs Secretarial
Chairs Secretarial
Chairs Secretarial
Chairs Secretarial
Chair, wood
Chair, with arms
Chair, with arms
Chair, with arms
Calculator
Calculator
Calculator
Typewriter
Typewriter
File cabinet, 4 drawer
File cabinet, 4 drawer
File cabinet, 4 drawer
Computer
Computer
Nothing Listed for this #
IBM Selectric Typewriter
IBM Selectric Typewriter
IBM Selectric Typewriter
IBM Selectric Typewriter
IBM Selectric Typewriter
IBM Selectric Typewriter
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
Calculator (Canon)
CRT IBM Type 3196
CRT IBM Type 3196
CRT IBM Type 3196
Copy Machine (Sharp)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
Telephone (Pushbutton)
File Cabinet (4-drawer)
File Cabinet (4-drawer)
File Cabinet (4-drawer)
File Cabinet (4-drawer)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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File Cabinet (4-drawer)
File Cabinet (4-drawer)
File Cabinet (4-drawer)
File Cabinet (2-drawer)
Chair w/Arms
Chair w/Arms
Secretarial Chair
Secretarial Chair
Secretarial Chair
Secretarial Chair
Secretarial Chair
Secretarial Chair
Straight Chair
Straight Chair
Desk w/attached Typewriter Table
Desk w/attached Typewriter Table
Desk (Small)
Desk w/small table attached
Desk w/small table attached
Desk (Large)
Bookcase (5-shelf)
Bookcase (4-shelf Wooden)
Nightstand Table
Table (Small Wooden)
Table (Small, Metal w/rollers)
Table (Small)
Typewriter Table (Metal)
Typewriter Table (Metal)
Garbage Can (Small)
Garbage Can (Large)
Garbage Can (Small)
Garbage Can (Small)
Garbage Can (Small)
Garbage Can (Small)
Garbage Can (Small)
Garbage Can (Large)
Electric Fan
Clock
Portable Data Terminal (Rent or Lease)
CRT (Decision Data)
Telephone
Calculator (Canon)
Wooden Desk w/extension
Bookcase (5-shelf)
CoatRack (Metal)
Garbage Can
File Cabinet (5-drawer)
Chair w/arms (Swivel, wooden)
Straight Chair (Metal)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (4-drawers)
File Cabinets (5-drawers)
File Cabinets (5-drawers)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

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File Cabinets (5-drawers)
File Cabinets (5-drawers)
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File Cabinets (5-drawers)
Folding Table
Adjustable Table (Hillrom)
Stool
Secretary Chair
Secretary Chair
Bedside Table
Garbage Can (Plastic)
Safe
FootStool (Metal)
Checksigner/Imprinter (Pitney-Bowles)
Index Card Cabinet (2-drawer Metal)
Index Card Cabinet (2-drawer Metal)
Metal Oxford Box (1'x1')
Clock
Cabinet (2-shelf)
Telephone
Lifeline Response System
Wooden Stand
Desk (Metal)
Desk (Metal)
PBX Switchboard
Portatable land/area extension
Secretary Chair
Secretary Chair
Straight Chair
Telephones
Telephones
Telephones
Telephones
Hybrid Telephone
Desk
Secretarial Chair w/arms
File Cabinet (4-drawer metal)
Chair w/arms(Metal/Fabric)
Chair w/arms(Metal/Fabric)
Chair w/arms(Metal/Fabric)

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MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

9			Chair w/arms(Metal/Fabric)
0			Secretarial Chair
1			Secretarial Chair
2			Secretarial Chair
3			Secretarial Chair
4			Secretarial Chair
5			Steel work station w/overhead storage
6			Steel work station w/overhead storage
7		P886015	Steel work station w/overhead storage
8			Steel work station w/overhead storage
9	4248416	5291	IBM CRT
0	20477	3791-41	Decision Data CRT
1	442228		IBM CRT
2	4248416	9132488	IBM CRT
3	27-6705-95	5239179	IBM Typewriter
4	264710036		IBM Typewriter
5	263015462		IBM Typewriter
6			Typewriter Table (Metal)
7			Garbage Can (Plastic)
8			Garbage Can (Plastic)
9			Garbage Can (Plastic)
0			Garbage Can (Metal)
1			Garbage Can (Metal)
2			Garbage Can (Metal)
3			Typewriter Table (Metal)
4			Bedside Table (3-drawer)
5			Podium (Wooden)
6			Clock
7			Index card file (Steel,13-drawers)
8			File Cabinet (10-drawer)
9		5256	IBM Printer
0	23753	5000	Addressograph
1		4800	Elliott Embosser
2			Index card Cabinet (Steel,5-drawer)
3			Bedside Table
4			Table (18"x62",folding)
5			Table w/rollers
6			IBM CRT
7			Stool (Metal)
8	01243971	ZONJRXL	Verifone (Leased)
9	266197911		IBM Typewriter
0			Telephone (Hybrid)
1	L-102588		Calculator (Canon)
2			Garbage Can
3			Garbage Can
4			Secretary Chair
5			Straight Back (Metal)
6			Desk (Metal)
7			Telephone (Hybrid)
8			Chair w/arms
9		5161	Garbage Can w/lid (Rubbermaid)

PT: EMERGENCY ROOM
PT. NUMBER 678

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

EM #	SERIAL #	MODEL #	DESCRIPTION
10			Chair (Metal, w/arms) (2)
			Chairs (Metal) (9)
			Garbage Container (Rubbermaid)
			Cook Rack (Metal)
	476021215		Printer (IBM)
	1088679		Keyboard (IBM)
	353x188-35165		Monitor (IBM)
	229239	P21D	Calculator (Canon)
	67005116206675	670C	Typewriter (IBM)
	7188467	115	Copier (Royfac)
			Chair (Secretary, Swivel)
			Chair (Secretary, Swivel)
			Coffee Table
			Telephone (Trimline, wall)
			Telephone (Trimline, wall)
			Telephone (Trimline, wall)
			Telephone (Panasonic 2 line System)
			Desk
			Chair (Secretary, Swivel)
		4800	Card Embosser
			Chair (Metal, Straight)
			Chair (Secretary, Swivel)
			Chair (Secretary, Swivel)
			Stamp Machine
			Telephone (Trimline wall)
			Dictation Phone (Lanier)
			Fan
			Garbage Can
			Refrigerator (Undercounter)
			Telephone (Trimline wall)
			Telephone (Trimline wall)
			Garbage Can
			Ice Machine (Scottman)
			I.V. Pole
			American Stretcher
			Mayo Stand
			Oto-scope-Ophthalmoscope
			Ohio Suction Motor
			Blood Pressure Unit
			Abbot Life Care IV Pump (Leased)
		900	Abbot Life Care IV Pump
			Mayo Stand
			Crash Cart
			Life Pak 7
		811	Doppler (Parks)
			IVAC Thermostat
			Oto-Scope - Ophthalmoscope
			Blood Pressure Unit
			Garbage Can

MINUTE BOOK No. 61, CITY OF OXFORD

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- American Stretchers (5)
- GPS Stretcher (Mill-Ron)
- Chair (Secretary, Swivel)
- Clocks (6)
- Telephone (Triline wall)
- Garbage Can w/rollers
- Crash Cart
- Doppler
- Monitor (SpaceLab)
- Recorder
- Oto-Scope - Ophtalaa-Scope
- Oto-scope- Ophtalaa-Scope
- Ohio Suction Motor
- Ohio Suction Motor
- Blood Pressure Unit
- Blood Pressure Unit
- Garbage Can
- Garbage Can
- Mayo Stand
- Mayo Stand
- Kick Buckets
- Kick Buckets
- Step Stool
- Step Stool
- Step Stool
- Stool (w/rollers)
- Stool (w/rollers)
- Step Stool
- Cart (Stainless Steel)
- Cart (Stainless Steel)
- Cart (Stainless Steel)
- Blood Pressure Monitor (Electric)
- Life Pac 8 Monitor & Defibrillator
- Life Pac 8 Quick Pace Cassett
- Stool (w/rollers)
- Telephone (Triline wall)
- Crash Cart
- IV Pole
- Cart (Stainless Steel)
- Wheel Chair
- Wheel Chair
- Cast Cart
- Crash Cart
- Intra Compartaental Pressure Monitor
- Mayo Stand
- Cast Saws
- Cast Saws
- I. V. Pole
- Spot Light (Portable)
- Over Bed Table
- Blood Pressure Unit
- Oto-Scope
- Ortho-Caddy
- Garbage Can
- Telephone (Triline wall)
- Chair (Stright Back)

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MINUTE BOOK No. 61, CITY OF OXFORD

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IVAC Thermometer
Garbage Can (Large, red)
Scales
Scales
BedSide Table
1 Unit (6 Lockers)
File (2 Drawers)
File (2 Drawers)
File (4 Drawer)
Battery Discharger
Chair (Straight Back)
Chair (Secretary, Swivel)
Telephone
Besk (Metal Legs)
Flash Light Recharger
Flash Light Recharger
Flash Light Recharger
Stool
Portable Commode
Linen Can
Telephone
Chair (Swivel)
Mayo Stand
Step Stool
BedSide Table
Blood Pressure Unit
Oto-Scope
Stool (Stainless Steel)
Kick Bucket (Stainless Steel)
Baby Scale
Phone
Stool
Mayo Stand
I.V. Pole
Cabinet (Double Doors)
Bedside Table
Doppler
Portable Spot Light
Blood Pressure Unit
Oto-Scope
Examining Table
Sleeper-Recliner
Surgical Unit (Electrical)
American Stretcher
Wheel Chair
Wheel Chair
Oxygen Regulator
Oxygen Regulator
Oxygen Regulator

24H907

MINUTE BOOK No. 61, CITY OF OXFORD

PT.: FOOD & NUTRITION

DEMENT-MERIDIAN 60-8596

PT. NUMBER: 801

EM #	SERIAL #	MODEL #	DESCRIPTION
52			Chairs (Metal w/vinyl seat & back) (62)
-79			Dining Tables (36x36x29) (17)
-84			Pictures (Framed, Matted, 37x31) (5)
-86			Trash Bins (Wooden) (2)
-88			4-Wheel Barrel Rollers (2)
-90			Garbage Cans (35gal., Rubbermaid) (2)
			Telephone (Wall Mount)
			File Cabinet (Metal, 4-drawer)
			Scales (Detecto)
			Desk (Standard, Wooden)
			Garbage Can, (Small, Metal)
			Telephone System (TwoLine, Panasonic)
			Secretary Chair (Swivel, Metal w/vinyl & Cloth)
			Chair (Metal w/arms, cloth & vinyl)
	3919-87	MCM-5	Salad Bar w/Accessories
0			Cups (Small, Plastic)
1			Salad Bowl (Lg. Clear Plastic)
2			Tray & Silverware Cart (4-wheel)
3	3036355	KD-23	Soft Drink Fountain
4			Ice Cart (4-wheel, metal)
5			Plastic Container (26x19x9)
6	5946	T6	Tea Dispenser (Bunnomatic)
7			Double Juicer Fountain
8			Desert Tray (2 Shelves)
9	3456-09K-A	2111-37	Ice Cream Machine
0	F10645	A4011E-S	Yogurt Machine
1	LS 38772	SW-10	Soup Keeper (Wells)
2			Step-Stool (Rubbermaid)
3	165009	704B-M	Refrigerator (Deifield)
4			Wall Clock
5	SRM570419	4000	Scales
6	79000012	ER-4230M	Cash Register (Sharp)
7			Register Counter (Wooden, U-Shaped)
8			Bar Stool (Wooden, w/Back & Swivel Seat)
9			Garbage Can (Lg. Rubbermaid)
0			Serving Counter (20ft., L-shaped, wooden)
1			Serving Counter (5ft., Wooden)
2			Sugar Dispensers (4)
3			Barrel Roller (4-wheel)
4			Container (35gal., Rubbermaid)
5			Serving Pan w/lid (Stainless Steel, 21x13)
6			Serving Pan w/lid (Stainless Steel 9x12)
7			Steam Table w/ heat lamps (Wooden)
8			Garbage Can (Lg. Plastic)
9			Chairs (Metal w/vinyl)
0			Rolling cart (Stainless Steel)
1			Pitchers (1 gal. Stainless Steel) (4)
2	12800695440	5440	Bun Warmer
3	890289	LNCSW	Hot Cheese Nacho Machine

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DEMENT-MERIDIAN 60-8596

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C400

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716686 P101-B

2.80 EDS-3-1050
232253 102
3-30 EDS 3-913

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242250 L-40

Counter
Mop Bucket w/Wringer
Coffee Maker (Dual.Bunnomatic)
Counter (Stainless Steel 65x30x35)
Glass Dishes (Sq.Oval) (75)
Knives (Stainless Steel) (125)
Forks (Stainless Steel) (200)
Spoons (Stainless Steel) (200)
Desert Glasses (Glass) (24)
Drinking Glasses (Glass) (50)
Glasses (6oz.Plastic) (100)
Salad Bowls (Plastic,Insulated) (250)
Bowls (Glass,Single-serving) (300)
Saucers (Glass) (150)
Dishwasher & Acces. (Hobart)
Garbage Disposal
Barrel Roller (4-Wheel)
Container (Rubbermaid,35gal.)
Fan (Metal,Floor Stand)
Ice Machine (Manitowoc)
Ice Machine (Scotsaan)
Tray Carts (Insulated) (5)
Coffee Dispensers (Thermal) (3)
Hot Plate Warmer
Desk (Standard,Metal)
File Cabinet (4-Drawer,Metal)
Secretary Chair (Swivel, Cloth w/vinyl)
Secretary Chair (Swivel,Cloth w/vinyl)
Desk (Standard,Wooden)
Typewriter Desk (Wooden)
Typewriter (IBM)
Telephone (Desk,3-line,Panasonic)
Calculator (Canon)
File Cabinet (2-drawer,metal)
File Cabinet (4-drawer,metal)
Bookcase (Wooden,6 shelves)
Chair w/ arms (Wood & Vinyl)
Coak Rack (Wooden)
Garbage Cans (Sq.Plastic) (2)
Garbage Container w/rollers(Rubbermaid,35gal)
Plate Cover Cart (Stainless Steel)
Serving Trays (300)
Toaster (4 Slice)
Steam Table w/Access. (Stainless Steel)
Plate Warming Cart (Stainless Steel)
Refrigerator (Victory)
Tea Dispenser (Stainless Steel) (4)
Blender (Hamilton Beach)
Tomato Slicer (2)
Lettuce Slicer
Bar Stool (Metal)
Work Table (Stainless Steel)
Master Mixer
Step Ladders (Metal) (2)
Chair (Metal w/cloth)

MINUTE BOOK No. 61, CITY OF OXFORD

Supply Carts (Metal, 3-tier) (3) DEMENT-MERIDIAN 60-8596

0			Supply Carts (Metal 2-tier)
1			Refrigerator (Victory)
2			Steam Cooker
3	309474	A-1 Cooter	Step Stool (Rubbermaid)
4			Linen Basket (Metal)
5			Warming Cart (Presicion, Insulated)
6			Convection Oven (Blodgett)
7			Convection Oven (Blodgett)
8			Mixer w/aces (Hobart)
9	1095493	A200	Canisters (Stainless Steel, w/rollers) (3)
0		37	Can opener (Manuel, Heavy Duty) (2)
1			Storage Bid (Stainless Steel, 8-drawer)
2			Garbage Container w/rollers (35gal, Rubbermaid)
3			Supply carts (Stainless Steel) (3)
4			Serving Trays (Silver, oval) (3)
5			Portion Controller
6		J64508	Punch Bowls (Glass) (2)
7			Freezer (ThermoKool)
8	460573	TK-3474-WE-E	Cooler (ThermoKool)
9	11575	460575	Table (Folding, Metal, Rectangular)
0			Cooler (Victory)
1	54738	VS-74-SN	Deep-Fat Fryer
2			Oven & Grill (Gas)
3			Work Tables (Stainless Steel, 30x72x34) (3)
4			File Cabinet (Metal, 2-drawer)
5			File Cabinet (Metal, 5-drawer)
6			Fan (12" Desk Top)
7			Secretary Chairs (Metal w/cloth & vinyl) (2)
8			Chair (Metal w/vinyl)
9			Desk (Standard, Metal)
0	8FAHA26729		Telephone System (Panasonic 2-Line)
1			Calculator (Canon)
2	728581		Garbage Can (Em. Plastic)
3			Fan (Floor Stand)
4		6K9C6K	Microwave (Goldstar)
5		ER4010	Food Slicer
6	526096	7510	Container w/Rollers (35gal., Rubbermaid)
7			Ice Cream Freezer (Chest Type)
8			Freezer (Victory)
9	54739E	BES-99-SN	Garbage Carts (Rubbermaid) (2)
0			Tray Cart (Stainless Steel, 5-shelves)
1			Greenskeeper Containers w/rollers (Rubbermaid) (2)
2			Gas Grill (Sunbeam)
3			Folding Tables (8Ft.) (2)
4			Tray Cart w/Rollers (Stainless Steel, 6-shelves)
5			Baking Sheets (20)
6			Vent-a-Hood (Delfield)
7			Refrigerator (Delfield)
8	220252		Counter (Stainless Steel, Delfield)
9			Steam Table Trays (45)
0			Cooking Pots (20qt.) (12)
1			Pots w/handle (5qt.) (20)
2			Dish Pans (6)
3			Cooking Spoons (Large) (15)
4			Cooking Ladels (Large) (15)

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- Skillet (Cast Iron)
- Butcher Knives (10)
- Deep Baking Trays (5)
- Deep Dish Baking Pans (Pyrex)
- Tea Strainers (8)
- Cake Pans (10)
- Muffin Pans (10)
- Pie Plates (12)
- Plates (Glass) (150)
- Plate Covers (Insulated) (150)
- Plate Warmers (150)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

PT.: HOUSEKEEPING

PT NUMBER: 850

EM #	SERIAL #	MODEL #	DESCRIPTION
			Desk (Metal,5-drawer)
			Calculator (Canon)
			Telephone
			Bookcase (3-Shelves)
			Secretarial Chair (Swivel)
			Cabinet (Wooden,6 Shelves)
			Fan (Floor stand)
			File Cabinet (Metal 4-drawer)
			Desk (Wooden,5-drawer)
	B1492F		Vacuum Cleaner w/ attachments (Electrolux)
			ArmChair (Metal)
			ArmChair (Metal)
			Trash Can
			Electric Clock (Seth Thomas)
	0671441	3120B	Vacuum Cleaner w/attachments (Eureka)
			Cart (Metal,3-shelves)
			Cabinet (Metal 7-shelf)
			Straight Chair
	Cavalier II		Room Air Freshner
		Cavalier II	Room Air Freshner
		NLN4412A	Motorola Charger (Leased)
	50004B		Ad/Com Beeper (Motorola) Leased
	576B-27194	576A	Vacuum (Clark)
		1700	Buffer (Clark)
	22C-1552	C-22	Buffer (Clark)
		1700	Buffer (Clark)
	1000-5432	1000	Buffer (Clark)
	22C-1553	C-22	Buffer (Clark)
			Maid Cart (4-wheel)
			Cart w/rollers (3-shelf)
			Charger 1500 Buffer
			Rolling Cart (2-shelf)
			Maid Cart (4-wheel)
			Maid Cart (4-wheel)
			Charger M-SS 1560
			Maid Cart (4-wheel)
			Mop Bucket (4-wheel)
			Mop Wringer (Yellow)
			Barrel Roller (4-wheel)
			Chair Assembly (2 seater)
			Coffee Table
			Straight Chair
	293302	5112	Wet & Dry Vacuum w/attach.
			Mop Bucket (4-wheel)
			Mop Bucket (4-wheel)
			Mop Wringer
			Mop Bucket (4-wheel)
			Mop Wringer
			Barrel Roller (4-wheel)

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Garbage Can
Barrel Roller (4-wheel)
Mop Bucket (4-wheel)
Mop Wringer
Maid Cart (Metal)
Mop Bucket
Mop Wringer
Maid Cart (Metal)
Loveseat (Fabric & Wood)
Table (Wooden)
Desk Telephone
Brass Lamp. (Small)
Mirror (Framed, Wooden)
Garbage Can (Lg. Metal)
Loveseat (Fabric & Wood)
Loveseat (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Dropleaf Table (wooden)
Dropleaf Table (wooden)
Framed Picture (Brass, matted)
Brass Lamp (Large)
Brass Lam (Large)
Framed Verse (8x10)
Framed Verse (8x10)
Framed Verse (8x10)
Loveseat (Fabric & Wood)
Garbage Can (Lg. Rubbermaid)
Picture (Brass Framed, matted)
Garbage Can (Large, Rubbermaid)
Garbage Can (Sm. Metal)
Garbage Can (Sm. Metal)
Loveseat (Fabric & Wood)
Loveseat (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Garbage Can (Metal, large)
Lamp Table
Brass Lamp (Large)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Chair w/arms (Fabric & Wood)
Loveseat (Fabric & Wood)
Loveseat (Fabric & Wood)
Garbage Can (Lg. Metal)
Lamp Table (wooden)
Brass Lamp (Large)
Picture (Brass framed, matted)
Chair (Metal w/vinyl)
Chair w/arms (Wooden)
Loveseat (vinyl)
Chair w/arms (wooden)
Table (Wooden)

MINUTE BOOK No. 61, CITY OF OXFORD

DEMENT-MERIDIAN 60-8596

8	Garbage Can (2 Steel)
9	Ashtray/Garbage Can
0	Garbage Can (X-lg. Rubbermaid)
1	Garbage Can (X-lg. Rubbermaid)
2	Mop Wringer
3	Mop Bucket
4	Mop Bucket
5	Mop Bucket
6	Mop Bucket
7	Mop Bucket
8	Mop Bucket
9	Mop Bucket
0	Mop Wringer
1	Mop Wringer
2	Garbage Can (Lg. on wheels)
3	Garbage Can (Plastic, Med.)
4	Garbage Can (Small)
5	Mop Wringer
6	Mop Bucket
7	Garbage Can (Lg. Plastic)
8	3-Chair Units (Metal w/Vinyl)
9	3-Chair Units (Metal w/Vinyl)
0	3-Chair Units (Metal w/Vinyl)
1	2-Chair Units (Metal w/Vinyl)
2	Magazine Rack w/rollers
3	Magazine Rack w/rollers
4	Table (24x16x15)
5	Table (30x30x29)
6	High Back Chair w/Arms
7	High Back Chair w/Arms
8	High Back Chair w/Arms
9	High Back Chair w/Arms
0	High Back Chair w/Arms
1	Chair (wooden)
2	Chair (wooden)
3	Chair (Metal)
4	Chair (Metal)
5	Chair (Metal)
6	Chair (Metal)
7	Garbage Can (Metal)
8	Table (Oak)
9	Table (Oak)
0	Garbage Can (Metal)
1	3-Chair Unit (Metal, no back)
2	Armchair (Cloth)
3	Armchair (Cloth)
4	Coffee Table
5	Table Lamp
6	Brass Lamp
7	Telephone
8	Chair (Wooden)
9	Garbage Can (Metal)
0	Garbage Can (Rubbermaid)
1	Mirror (Wooden Frame)
2	Picture
3	Loveseat (Cloth)

MINUTE BOOK No. 61, CITY OF OXFORD

PT: LABOR/DELIVERY
PT. NUMBER: 670

DEMENT-MERIDIAN 60-8596

EM #	SERIAL #	MODEL #	DESCRIPTION
	62325	2000	Stapler
	103914	817	Thermometer
		CS8	Thermometer Charging Base
	09863	B51	Tape Dispenser
			Addressograph
			Telephone
			Desk (Metal w/top shelf)
			Desk (Metal w/top shelf)
		B5717	Desk Calendar
			Drug Box (Plastic, 18-drawer)
			Radio
		106	Lantern
			Desk Top Shelf (Plastic)
			IV Tray (Plastic)
			Garbage Can (Plastic)
			File Cabinet (Metal)
			Bulletin Board
			Narcotic Box w/double lock
			Overbed Table
			Rolling Chair
			Stool
			Footstool
			Garbage Can (Plastic)
			Cabinets (Metal w/glass doors)
			Cabinets (Metal w/glass doors)
			Cabinets (Metal w/glass doors)
			Folding Screen
	AKHD00154	Air/vac	Transport Incubator
			Garbage Can (Metal)
			Garbage Can
			Stool
			IV Pole
			Deecko Scales
			Overbed Table
	U1110994863	111	Fetal Monitor
		Optima 3	LDR Bed
			Drug Box (Metal)
			Drug Box (Metal)
			Rolling Table (Metal)
			Rolling Table (Metal)
			Rolling Table (Metal)
			Rolling Table (Metal)
			Mayo Stand
			Mayo Stand
			Rolling Table (Metal, 1-shelf)
			Rolling Table (Metal, 1-shelf)
			Metal Kick Bucket
			Metal Kick Bucket
			Metal Kick Bucket

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DEMENT-MERIDIAN 60-8596

1			Metal Kick Bucket Stand
2			Metal Kick Bucket Stand
3			Metal Kick Bucket Stand
4			Rolling Cart (3 shelves)
5			Garbage Can (Lg.Metal)
6			Metal Trash Stand
7			Chair
8			Rolling B/P Cuff
9			Rolling B/P Cuff
0			Metal Kick Bucket Stand
1			Metal Pan
2			Metal Pan holder w/rollers
3			Overbed Table
4	8260H9909	18465X	Table (Metal w/rollers)
5			Dinemap
6			Garbage Can (Metal)
7			Telephone
8		200	Portable Light
9			Metal Stool
0			Metal Stool
1	355-3449		Borning Genesis LDR Bed
2	115B	5B	Autosyringe
3	AA1041460	115	Fetal Monitor
4	5027B2	0311	Monitor Cart
5			Garbage Can (Plastic)
6			Garbage Can w/rollers
7			Chair (Plastic)
8	355-3648		Borning Genesis LDR bed
9	1300	8683	Cluster Cart (HillRom)
0	01531	8200	Dinemap
1	JAA0877108	115	Fetal Monitor
2	AAJB00349		Neonatal Care Center
3			Overbed Table
4			Telephone
5	100900		Borning Portable Light
6			Garbage Can (Metal)
7	1407	8620	Borning Stool w/rollers
8			Chair(Plastic)
9			Metal Basin w/lide
0			Garbage Can (Metal)
1			Wall Clock
2			Wall Clock
3			Plastic Container
4			Chair
5			Chair
6			Plastic Chair
7			Cart w/rollers (Metal)
8			Garbage Can w/lid
9			Labor Stretcher
00			Telephone (Wallmount)
01			Stapler
02			Kick Bucket (Metal)
03			Kick Buctet (Metal)
04			Stool
05			Stool
			Garbage Can

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DEMENT-MERIDIAN 60-8596

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111074192

111

2744

2335

- Chair (Wooden)
- Chair (Wooden)
- Stool w/rollers
- Garbage Can (Metal)
- Garbage Can (Metal)
- Stool w/rollers
- Fetal Monitor
- Bedside Table
- Bedside Table
- Telephone
- IV Pole
- Bulletin Board
- Garbage Can (Metal)
- Garbage can w/lid
- Scales (10lb.)
- Scales (10lb.)
- Blood Pressure Cuff (Wallmount)
- Blood Pressure Cuff (Wallmount)
- Metal Box
- Stethoscope
- Anesthesia Machine
- Cart for Anesthesia Supplies
- Plastic Shelf
- Plastic Shelf
- Chair (Plastic)
- Patient Roller
- WallClock
- IV Pole-attached to bed
- IV Pole-attached to bed
- IV Pole-attached to bed
- Cart w/rollers
- Table

MINUTE BOOK No. 61, CITY OF OXFORD

T.: LABORATORY
T. NUMBER: 702

DEMENT-MERIDIAN 60-8596

IN #	SERIAL #	MODEL #	DESCRIPTION
	P30868551	1989120982	2-Chair Unit (metal/vinyl) 2-Chair Unit (metal/vinyl) Freezer (Chest Type) Nightstand Desk (Standard, Wood) Desk (Standard, Wood) Secretary Chair (Swivel, Metal/cloth) Secretary Chair (Swivel, Metal/cloth) Secretary Chair (Swivel, Metal/cloth) Garbage Can (Large Rubbermaid) Garbage Can (Medium, Metal) Garbage Can (Medium, Metal) Garbage Can (Large Rubbermaid) Garbage Can (Medium, Metal) Filing Cabinet (8-drawer, Metal) Filing Cabinet (2-drawer, Metal) Storage Cabinet (2-door metal, large) Storage Cabinet (2-door, metal, small)
	42558	ITT	Time Stamper (Lathes) Mail Cabinet (Metal, 49 slots) Storage (Metal, 2-door, small) Barrel Roller (4-wheel) Plastic container w/lid (35gal.) Temp. Monitor for Blood Bank Supply Cart (Metal, 2 shelf, small) Blood Collection Chair (Metal) Blood Donor Chair (Metal/vinyl) Chair (Metal w/vinyl) Filing Cabinet (2-drawer, metal) Garbage Can (Medium, metal) Room Divider w/3 metal cabinets Refrigerator-25° (Philco) Refrigerator-29° Metal Work Table Refractometer
	16964	10406	Microscope (Spencer)
	377248	959447	3-Channel Alara Tizer (CMS)
	011081	DF-12	3-speed Fan
	Mo4o93382	R4185-10	Tube Rocker
	LR58854	CD-2000	Dell-Dyn 2000
		250	Ticket Printer
			File Cabinet (2-drawer, metal)
			Counter (Manual)
		012100	Printer (Fujitsu)
			Calculator (Canon)
		872983	Microscope (Spencer)
			Slide dispenser (Metal)
	220111280	2201	Micro-capillary Reader
	1037	N	Multi-timer