

The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document has been entered electronically in the record of the United States Bankruptcy Court for the Northern District of Ohio.



Dated: February 11 2025

A blue ink signature of Mary Ann Whipple, written in a cursive style.

Mary Ann Whipple
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In re:	:	Case No. 25-30191
The Bellevue Hospital,	:	Chapter 11
	:	
Debtor.	:	Judge Mary Ann Whipple

**INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO OBTAIN
POST-PETITION SECURED FINANCING; (II) AUTHORIZING THE
DEBTOR'S USE OF CASH COLLATERAL; (III) GRANTING ADEQUATE
PROTECTION TO THE PREPETITION SECURED PARTIES; (IV) SCHEDULING
A FINAL HEARING; AND (V) GRANTING RELATED RELIEF**

This matter is before the Court upon the Motion ("Motion")¹ [Doc. 34] of The Bellevue Hospital (the "Debtor") for entry of an interim order (this "Interim Order") and a final order (the "Final DIP Order"), pursuant to sections 105, 361, 362, 363, 364(c), 364(e), and 507(b) of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), among other things:

¹ Capitalized terms not otherwise defined in this DIP Order shall have the meanings ascribed to them in the Motion.

(i) upon entry of a Final Order, authorizing the Debtor to obtain post-petition financing on the terms described in the Motion, including, without limitation, a revolving credit facility (the “DIP Facility,” and advances thereunder, the “Facility Draws”) for up to \$1,500,000.00 on a final basis (collectively, the “DIP Obligations”), pursuant to the terms of a post-petition Credit Agreement, Revolving Note, Security Agreement and Open-End Mortgage, Security Agreement and Fixture Filing, and related and ancillary documents as between the Debtor and Firelands Regional Health System (in its capacity as post-petition lender, the “DIP Lender”) dated as of February 5, 2025 (as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms and the terms of the DIP Order (collectively, the “DIP Facility Loan Documents”), copies of which are collectively attached hereto as **Exhibit B**;

(ii) upon entry of a Final Order, granting to the DIP Lender automatically perfected security interests in and liens upon all of the DIP Collateral (as defined herein), which liens shall be on the terms and subject to the relative priorities set forth in this Interim Order, subject to the Carve-Out (as defined herein), the Prepetition Senior Secured Creditor Liens (as defined herein), and the Senior Secured Creditor’s Adequate Protection Liens (as defined herein);

(iii) authorizing the Debtor to use Cash Collateral (as defined herein) which is subject to a first priority lien and security interest in favor of The Bank of New York Mellon Trust Company, N.A., in its capacity as Master Trustee (the “Master Trustee”) for the benefit of Fifth Third Bank, National Association (“Fifth Third” and together with Master Trustee, the “Senior Secured Creditor”);

(iv) granting adequate protection to the Senior Secured Creditor with respect to the Debtor’s use of the Senior Secured Creditor’s Cash Collateral;

(v) modifying the automatic stay imposed by Section 362 of the Bankruptcy Code to the extent necessary to permit the Debtor, the DIP Lender, and/or the Senior Secured Creditor to implement and effectuate the terms and provisions of the DIP Facility Loan Documents and this Interim Order;

(vi) subject to entry of the Final Order, waiving (y) the Debtor's ability to surcharge against the Prepetition Collateral (as defined below), the DIP Collateral and/or the Adequate Protection Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code or any other applicable principle of equity or law and (z) the applicability of the "equities of the case" exception under 552(b) of the Bankruptcy Code;

(vii) scheduling a final hearing ("Final Hearing") to consider entry of the Final Order within twenty-eight (28) days of the Petition Date;

(viii) waiving any applicable stay with respect to the effectiveness and enforceability of this Interim Order and, as later applicable, the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and

(ix) granting related relief.

This Court, having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and appropriate notice of the Motion under the circumstances having been given and such notice having been good and sufficient; and the Court having conducted a hearing (the "Interim Hearing") for interim relief on the Motion; and the Court having reviewed the Motion, the *Declaration of Sarah Brokaw in Support of First Day Motions of Debtor and Debtor-in-Possession* (the "Brokaw Declaration") and the *Declaration of Darrell Lentz* (the "Lentz Declaration") and together with the

Brokaw Declaration, the “First Day Declaration”) filed contemporaneously with the Motion, the other evidence adduced by the parties, the representations of counsel, and the entire record made at the Interim Hearing; and the relief granted herein being reasonable, appropriate and in the best interests of the Debtor, and its creditors, its estate and all other parties in interest in this Chapter 11 Case; and the Court having determined that the relief granted herein is necessary to avoid immediate and irreparable harm to the Debtor and its estate; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor:

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS²:

A. *Disposition.* The relief requested in the Motion is hereby granted on an interim basis on the terms set forth below. Any objections to the Motion and the entry of this Interim Order to the extent not withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby denied, and overruled on the merits in their entirety. This Interim Order shall become effective immediately upon its entry.

B. *Notice.* In accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and 9014, and the Local Rules of this Court (the “Local Rules”), notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtor, whether by electronic mail, facsimile, overnight courier or hand delivery to certain parties-in-interest, including: (i) the Senior Secured Creditor, (ii) the DIP Lender, (iii) First National Bank of Bellevue, (iv) the Office of the United States Trustee; (v) the twenty largest unsecured creditors; (vi) the Debtor’s members; and (vii) all parties requesting notices in this case. Under the circumstances, the notice given by

² This Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052 and shall take effect and be fully enforceable as of the Petition Date.

the Debtor of the Motion, the relief requested therein, and the Interim Hearing complies with the applicable Bankruptcy Rules and Local Rules.

C. *Debtor's Stipulations.* Subject to Paragraph 14 of this Interim Order and the rights of the parties-in-interest set forth therein, the Debtor admits, stipulates, and agrees that:

1. Senior Secured Creditor Obligations.

a. Debtor is indebted to Senior Secured Creditor pursuant to, among other things: (i) that certain Master Trust Indenture, dated as of July 1, 2003, by and between Master Trustee (as successor in trust to Fifth Third) and Debtor who is the sole Obligated Issuer thereunder and sole member of the Obligated Group bound thereby, as supplemented, amended or otherwise modified from time to time (as amended, supplemented or otherwise modified from time to time, the "Indenture" and together with all documents securing, evidencing, guarantying, governing, and otherwise relating to the Indenture and the Senior Secured Creditor Prepetition Obligations (defined herein), the "Senior Secured Creditor Loan Documents"); and (ii) certain Obligations issued under and made pursuant to the Indenture, including: (w) Obligation No. 6, dated as of August 28, 2012, made by Debtor to Fifth Third in the original principal amount of \$10,000,000, (x) Obligation No. 7, dated as of September 12, 2012, made by Debtor to Fifth Third in the original principal amount of \$8,500,000, (y) Obligation No. 8, dated as of October 3, 2012, made by Debtor to Fifth Third in the original principal amount of \$2,569,152.82, and (z) Obligation No. 9, dated as of November 30, 2017, made by Debtor to Fifth Third in the original principal amount of \$9,000,000 (collectively with all other amount owed by Debtor and its affiliates and subsidiaries to Fifth Third, the "Senior Secured Creditor Prepetition Obligations");

b. the Senior Secured Creditor Prepetition Obligations are secured by (i) validly perfected, unavoidable, first-priority mortgage liens on certain of Debtor's real estate, including the hospital facilities located at 1400 West Main Street, Bellevue, Ohio 44811, and an office building located at 102 Commerce Park Drive, Bellevue, Ohio 44811 (together, the "Prepetition Senior Secured Creditor Real Estate Collateral"); and (ii) validly perfected, unavoidable, first priority liens and security interests in substantially all of Debtor's tangible and intangible personal property (collectively, the "Prepetition Senior Secured Creditor Personal Property Collateral") and together with the Prepetition Real Estate Collateral, the "Prepetition Senior Secured Creditor Collateral"), including all of Debtor's accounts, accounts receivables, cash, and cash equivalents, including Employee Retention Credit refunds, and federal grants and all proceeds of the foregoing (collectively, the "Cash Collateral") (collectively, the "Prepetition Senior Secured Creditor Liens and Security Interests"), each of which are more fully described in the applicable Prepetition Senior Secured Creditor Loan Documents;

c. As of the Petition Date, the outstanding principal balance of the Senior Secured Creditor Prepetition Obligations for which the Debtor is indebted was \$17,331,975.54, exclusive of accrued and unpaid interest, fees, costs and expenses (including attorneys', accountants', appraisers' and financial advisors' fees and expenses, in each case, that are chargeable or reimbursable under the Indenture or any other loan document relating to the Senior Secured Creditor Prepetition Obligations);

2. Firelands Prepetition Obligations. Debtor is indebted to Firelands Regional Health System (in its capacity as prepetition lender, "Firelands", and together with the Senior Secured Creditor, the "Prepetition Secured Parties") pursuant to the terms of a Promissory Note (Non-Revolving Credit) (the "Firelands Note" and together with all other documents securing,

evidencing, guarantying or governing the Prepetition Firelands Obligations (defined herein), the “Firelands Prepetition Loan Documents” and together with the Senior Secured Creditor Loan Documents, the “Prepetition Loan Documents”), in the amount of \$800,000 (the “Prepetition Firelands Obligations” and together with the Senior Secured Creditor Prepetition Obligations, the “Prepetition Obligations”). The Prepetition Firelands Obligations are secured by a valid and enforceable, first priority pledge and security interest in: (i) twenty-five (25) units in The Firelands-Bellevue Real Estate Holding Company, LLC and (ii) twenty-five (25) units in The Firelands Bellevue Urgent Care Operating Company, LLC (together, the “Prepetition Firelands Collateral” and together with the Prepetition Senior Secured Creditor Collateral, the “Prepetition Collateral”) (the “Prepetition Firelands Liens and Security Interests” and together with the Prepetition Senior Secured Creditor Liens and Security Interests, the “Prepetition Liens and Security Interests”);

3. The Prepetition Obligations constitute the legal, valid and binding obligations of the Debtor, enforceable in accordance with the terms of the Prepetition Loan Documents, all of which are deemed to be reaffirmed by the parties thereto;

4. No offsets, reductions, defenses, claims, or counterclaims to the Prepetition Obligations exist, and no portion of the Prepetition Obligations is subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination, or any other claim, cause of action or challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law, or otherwise.

5. The Debtor does not have, and hereby absolutely, unconditionally, and irrevocably releases, remises, waives and discharges and is forever barred from bringing or asserting any claims, counterclaims, causes of action, defenses, or setoff rights relating to the Prepetition Loan Documents, the Prepetition Liens and Security Interests, or the Prepetition

Obligations against the Prepetition Secured Parties and their respective successors and assigns, and their present and former shareholders, members, managers, partners, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, advisors, principals, employees, consultants, agents, legal representatives and other representatives. For the avoidance of doubt, the Debtor forever waives and releases any and all “claims” (as defined in the Bankruptcy Code), controversies, disputes, liabilities, obligations, demands, expenses (including, without limitation, attorneys’ fees), debts, liens, actions, counterclaims, causes of action, defenses or setoff and/or recoupment rights against the Prepetition Secured Parties, whether arising at law or in equity, including any recharacterization, subordination, avoidance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other provisions of applicable state or federal law.

6. Senior Secured Creditor does not control the Debtor or its properties or operations, does not have authority to determine the manner in which any of the Debtor’s operations are conducted (except to the extent expressly set forth in the Prepetition Loan Documents), and is not a control person or insider of the Debtor solely by virtue of any of the actions taken with respect to, in connection with, relating to or arising from any of the Prepetition Loan Documents.

D. *Findings Regarding Post-Petition Borrowings and Use of Cash Collateral.*

1. Good and sufficient cause has been shown for entry of this Interim Order.

2. The Debtor has an immediate needs to use Senior Secured Creditor's Cash Collateral and to borrow from the DIP Facility as provided herein, in order to permit, among other things, the orderly continuation of the operation of the Debtor's business, including continued patient care, to maintain business relationships with employees, vendors, suppliers, and patients, to make payroll, to make ordinary capital expenditures, and to provide for other working capital and operational needs, to preserve Debtor's assets for the benefit of its creditors and its estate, to avoid immediate and irreparable harm to the Debtor's bankruptcy estate, and to minimize disruption to and avoid the termination of its business operations. Entry of this Interim Order will also enhance the possibility of maximizing the value of the Debtor's business in connection with a chapter 11 plan of reorganization

3. Senior Secured Creditor has consented to Debtor's use of its Cash Collateral subject to the terms of this Interim Order. Senior Secured Creditor's consent to entry of this Interim Order shall not constitute (nor shall such consent be implied from any other action, inaction, or acquiescence by Senior Secured Creditor) to the charging of any costs or expenses of administration of this Chapter 11 Case (or any future proceeding that may result therefrom), against, or the recovery from, the Prepetition Senior Secured Creditor Collateral, including the Cash Collateral, pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of Senior Secured Creditor.

4. The Debtor is unable to obtain unsecured credit allowable under Bankruptcy Code sections 364(b) and 503(b)(1) sufficient to finance the operation of its business. The Debtor is unable to obtain credit allowable under Bankruptcy Code sections 364(c)(1), (c)(2), or (c)(3) on

terms more favorable than those offered by the DIP Lender. An immediate need exists for the Debtor to obtain proceeds of the DIP Facility in order to continue operations, order critical supplies and equipment, and to administer and preserve the value of its bankruptcy estate as set forth in the Budget (defined herein). The Debtor, as of the Petition Date, does not have sufficient cash resources to finance its ongoing operations and requires the availability of working capital borrowed from the DIP Facility and from the use of the Cash Collateral of the Senior Secured Creditor, the absence of which would immediately and irreparably harm the Debtor, its estate, its creditors, and all other stakeholders.

5. The terms of the DIP Facility have been negotiated at arm's length, the DIP Facility is being extended in good faith, as that term is used in Bankruptcy Code section 364(e) and the DIP Lender is entitled to the benefits of the provisions such section.

6. Effective upon entry of the Final Order, the terms and conditions of the DIP Facility Loan Documents are fair and reasonable, the best available under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and consideration.

7. The Senior Secured Creditor is entitled to adequate protection as set forth herein pursuant to Bankruptcy Code sections 361, 362, 363, and 364 solely to the extent of any diminution in the value of its interests in the Prepetition Senior Secured Creditor Collateral from and after the Petition Date.

8. Under the circumstances of this Chapter 11 Case, this Interim Order is a fair and reasonable response to Debtor's request to use the Cash Collateral and to obtain new credit provided by the DIP Facility, and the entry of this Interim Order is in the best interests of the Debtor's bankruptcy estate, its creditors, and all other parties in interest.

**WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED,
AND THAT:**

1. *Motion Granted.* The Motion is granted, to the extent any interim financing under the DIP Facility as may be required under the Budget (defined herein) as set forth in this Interim Order is authorized and approved, and the Debtor's use of Cash Collateral on an interim basis is authorized, subject to the terms and conditions set forth in this Interim Order and the DIP Facility Loan Documents.

2. *Authorization to Enter Into The DIP Facility and Incur Indebtedness Thereunder.* The DIP Facility is hereby approved as set forth herein. The Debtor is expressly and immediately authorized and empowered to execute and deliver the DIP Facility Loan Documents, and to incur and to perform the obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Facility Loan Documents. Upon execution and delivery thereof, the DIP Facility Loan Documents shall constitute valid and binding obligations of the Debtor enforceable in accordance with their terms. To the extent there exists any conflict among the terms of the Motion, the DIP Facility Loan Documents, and this Interim Order, this Interim Order shall govern and control

3. *Authorization to Borrower.* Upon entry of a Final Order and subject to the terms, conditions, limitations on availability and reserves (as applicable) set forth in the DIP Facility Loan Documents and the Final Order, the Debtor is hereby authorized to request, and the DIP Lender is hereby authorized to make, a new money loan in an amount not to exceed the Facility Draws reflected in the Budget for such period (the "DIP Advances"), the proceeds of which shall be used in accordance with the DIP Facility Loan Documents and the Budget (defined below). DIP Advances shall be made only as needed and in accordance with the Budget (*i.e.*, they may not be

drawn in a lump sum). For the avoidance of doubt, no DIP Advances will be made until the entry of a Final Order.

4. *DIP Obligations.* The DIP Facility Loan Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtor, its estate and any successors thereto, including any trustee appointed in the Chapter 11 Case, or in a case under Chapter 7 of the Bankruptcy Code upon the conversion of the Chapter 11 Case, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Case”). Upon entry of the Final Order, the DIP Obligations will include all loans, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by the Debtor to the DIP Lender under, or secured by, the DIP Facility Loan Documents or the Final Order, including all principal, accrued interest, costs, fees, expenses and other amounts under the DIP Facility Loan Documents. The DIP Obligations shall be due and payable, without notice or demand, and the use of Cash Collateral shall automatically cease upon the occurrence of a Termination Event (as defined herein). Subject to entry of the Final Order, no obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Facility Loan Documents (including any DIP Obligations or DIP Liens, and including in connection with any adequate protection provided hereunder) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise),

counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

5. *DIP Liens.* In order to secure the DIP Obligations, effective immediately upon entry of the Final Order, and subject to the priorities set forth in Paragraph 6 herein, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Lender is hereby granted, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens on (collectively, the “DIP Liens”) all real and personal property and other assets, whether now existing or hereafter arising and wherever located, tangible and intangible, of the Debtor and its bankruptcy estate (collectively, the “DIP Collateral”); *provided however*, that for the avoidance of all doubt, the DIP Collateral shall not include any claims or causes of action under chapter 5 of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or state law of the Debtor and its estates (the “Avoidance Actions”).

6. *DIP Lien Priority.* The DIP Liens securing the DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, except that the DIP Liens shall be subject to (a) the Carve Out, (b) the first-priority liens and security interests of the Senior Secured Creditor in the Prepetition Senior Secured Creditor Collateral, (c) all liens that were existing, duly perfected and otherwise unavoidable as of the Petition Date that were senior to the prepetition liens of the Prepetition Secured Parties (collectively, the “Permitted Liens”); and (d) the Senior Secured Creditor’s Adequate Protection Liens (as defined herein), as set forth in this Interim Order. The DIP Liens shall consist of and be protected by the provisions of this Interim Order, including the following:

(i) Unencumbered Real Property. Pursuant to Section 364(c)(2) of the Bankruptcy Code, the DIP Liens are valid, binding, continuing, enforceable, and fully perfected, first-priority security interests and liens upon all prepetition and post-petition unencumbered real property of the Debtor, that, on or as of the Petition Date was not subject to a properly perfected, valid, enforceable and unavoidable lien securing repayment of the Senior Secured Creditor Prepetition Obligations. Specifically, the Debtor will grant the DIP Lender an Open End Mortgage, Security Agreement, and Fixture Filing and an Assignment of Leases and Rents on the following parcels of real property in Bellevue Ohio: (a) 2022 County Road 302; (b) 1424 W. Main Street; (c) 1005 W. McPherson Highway; (d) 200 Great Lakes Parkway; (e) 2032 County Road 302; (e) 101, 109, 110, 117, 125, and 133 Commerce Park Drive; (f) two parcels of property on Progress Drive, and (g) a parcel of property on Auxiliary Drive.

(ii) DIP Liens Junior to Prepetition Senior Secured Creditor Liens and Security Interests. The DIP Liens are valid, binding, continuing, enforceable, and fully perfected, second-priority security interests and liens upon all Prepetition Secured Creditor Real Estate Collateral, the Prepetition Secured Creditor Personal Property Collateral, and all Cash Collateral subject to the Senior Secured Creditor's Adequate Protection Liens.

(iii) DIP Liens Not Subordinate. Other than as set forth herein (including with respect to the Carve-Out, the Prepetition Senior Secured Creditor Liens and Security Interests, the Permitted Liens, and the Senior Secured Creditor Adequate Protection Liens), the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in this Chapter 11 Case or any Successor Case, and shall be valid and enforceable against any trustee or other estate representative appointed in this Chapter 11 Case or any Successor Case, and/or upon the dismissal of the Chapter 11 Case or Successor Case. The DIP Liens shall not be

subject to Sections 506(c) (subject to entry of a Final Order), 510, 549 or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

7. *DIP Superpriority Claims.* In addition to the DIP Liens granted herein, effective immediately upon entry of the DIP Order, all of the DIP Obligations (except with respect to any costs, fees, and expenses payable to DIP Lender under the terms of the DIP Credit Facility Documents) shall constitute allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code, which shall have priority, subject only to the payment of the Carve Out, over all administrative expense claims, adequate protection and other diminution claims, unsecured claims, and all other claims against the Debtor, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses or other claims of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546, 726, 1113, and 1114 or any other provision of the Bankruptcy Code (the “DIP Superpriority Claims”). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, shall be against the Debtor, and shall be payable from and have recourse to all pre-petition and post-petition property of the Debtor and all proceeds thereof after satisfaction of any liens thereon. Other than as provided in the DIP Facility Loan Documents and this Interim Order with respect to the Carve Out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Case, and no priority claims are, or

will be, senior to, prior to, or on a parity with the DIP Superpriority Claims or the DIP Obligations, or with any other claims of the DIP Lender arising hereunder.

8. *No Obligation to Extend Credit.* The DIP Lender shall have no obligation to make any loan or advance, or to issue, amend, renew or extend any letters of credit or bankers' acceptance under the DIP Facility Loan Documents, unless all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance under the DIP Facility Loan Documents and the Final Order have been satisfied in full or waived by the DIP Lender.

9. *Use of Proceeds of DIP Facility.* From and after the Petition Date, the Debtor shall use advances of credit under the DIP Facility, in accordance with the Budget (subject to such variances as are permitted under the Final Order), only for the purposes specifically set forth in the Final Order and the DIP Facility Loan Documents, and in compliance with the terms and conditions in the Final Order and the DIP Facility Loan Documents.

10. *Authorization to Use Cash Collateral.* From entry of this Interim Order through and including the earlier to occur of (i) February 28, 2025, or (ii) the Termination Date, the Debtor is authorized to use Cash Collateral as set forth in this Interim Order, subject to the terms and conditions of this Interim Order and solely in accordance with the Budget (defined herein), and further subject to variances other than a Prohibited Variance (as defined herein). The Debtor shall be enjoined and prohibited from at any time using the Cash Collateral for any purpose not expressly set forth in this Interim Order absent further order of this Court. Fifth Third shall continue to hold the Pledged Funds (as defined in the Motion) in a separately designated and blocked collateral account from which Cash Collateral may be released no more than once per week to the Debtor in

accordance with the Budget and requests of the Debtor on no less than two (2) business days' notice.

11. *Continuation of Credit Card and Blocked Collateral Account.* From entry of this Interim Order through and including the earlier to occur of (i) February 28, 2025, or (ii) the Termination Date, the Debtor is authorized to continue to use its credit card line of credit with Fifth Third (the "Credit Card"), up to an aggregate outstanding balance of \$150,000, subject to the terms and conditions governing such agreement prior to the Petition Date. Debtor shall maintain funds equal to \$150,000 on deposit with Fifth Third in a blocked collateral account (the "Credit Card Security Account"), which funds shall secure the immediate repayment of the Debtor's post-petition obligations on the Credit Card. At all times, whether there has been an Event of Default or Termination Event (each as defined below) or not, Fifth Third shall be entitled to offset the funds on deposit in the Credit Card Security Account and apply the same towards satisfaction of Debtor's Credit Card obligations at that time. If the funds in the Credit Card Security Account are less than \$150,000, Fifth Third shall, at its election in its sole discretion, reduce the availability on the Credit Card to the amount on deposit in the Credit Card Security Account or may terminate the Debtor's authorization to use the Credit Card without notice.

12. *Adequate Protection for the Senior Secured Creditor.* Pursuant to sections 361, 362, 363(c)(2), 363(e), and 507 of the Bankruptcy Code, Senior Secured Creditor is entitled to adequate protection of its interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the aggregate diminution in the value of the Senior Secured Creditor's interest in the Prepetition Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code (such diminution in value, the "Adequate Protection Amount"). As adequate protection for the Adequate Protection Amount, and solely to the extent of same, the

Senior Secured Creditor is hereby granted the following (collectively, the “Adequate Protection Obligations”):

(i) Adequate Protection Liens. Subject only to the terms of this Interim Order, pursuant to sections 361 and 363(e) of the Bankruptcy Code and in consideration of the stipulations and consents set forth herein, the Debtor hereby grants to the Senior Secured Creditor, solely to the extent of any diminution in value of the Prepetition Senior Secured Creditor Collateral, valid, binding, enforceable, non-avoidable, and automatically perfected, *nunc pro tunc* to the Petition Date: (x) valid, binding, continuing, enforceable, and fully perfected replacement liens on and security interests in the post-petition property of the Debtor of the same priority, extent and amount as the Senior Secured Creditor’s prepetition interest in the Prepetition Collateral, together with any proceeds, products or profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the “Replacement Liens”), (y) valid, binding, continuing, enforceable, and fully perfected second priority liens on the DIP Collateral, junior to the DIP Liens (the “Subordinated Adequate Protection Liens”); and (z) subject to entry of the Final Order, valid, binding, continuing, enforceable, and fully perfected first-priority liens on all Avoidance Actions, including any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise (the “Avoidance Actions Liens” and together with the Replacement Liens, and the Subordinated Adequate Protection Liens, the “Adequate Protection Liens” and the property subject thereto, the “Adequate Protection Collateral”). Except with respect to the Subordinated Adequate Protection Liens which are expressly subordinated to the DIP Liens, the Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (a) any lien or security interest that is avoided and preserved for the benefit of the Debtor’s estates under section 551 of the Bankruptcy Code, or (b)

any other lien or security interest under sections 361 or 363 of the Bankruptcy Code or otherwise, except as expressly provided in this Interim Order, including with respect to the DIP Liens.

(ii) Adequate Protection Superpriority Claims. Senior Secured Creditor is hereby granted, subject only to the Carve-Out and junior only to the DIP Superpriority Claim, allowed superpriority administrative expense claims (the “Adequate Protection Superpriority Claims”) as provided for in section 507(b) of the Bankruptcy Code, payable from and having recourse to all prepetition and post-petition property of the Debtor after satisfaction of any liens therein. Subject only to the Carve-Out and the DIP Superpriority Claims, and except as provided below, the Adequate Protection Super-priority Claims shall have priority over any and all other administrative expenses pursuant to the Bankruptcy Code (including the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b), 506(c) (subject to entry of a Final Order), 507, 546(c), 552(b), 726, and 1114 of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment) and all other claims against the Debtor or its estate in any Successor Case, at any time existing or arising, of any kind or nature whatsoever. Other than the Carve-Out and the DIP Superpriority Claims, no cost or expense of administration of the Chapter 11 Case shall be senior to, or *pari passu* with, the Adequate Protection Superpriority Claims.

(iii) Adequate Protection Payments. The Senior Secured Creditor shall, as set forth below, receive from the Debtor (collectively, “Adequate Protection Payments”) payment of all outstanding interest then due on the Senior Secured Creditor Prepetition Obligations in cash and in immediately available funds, as and when such payments would have come due under the Prepetition Senior Secured Creditor Loan Documents had the Chapter 11 Case not been

commenced, which shall accrue and be payable at the applicable interest rate set forth, and at the times provided for, in the Prepetition Senior Secured Creditor Loan Documents.

(iv) Reporting. The Debtor shall cooperate with, and to the extent appropriate, comply with all reporting requirements set forth in the Prepetition Senior Secured Creditor Loan Documents. In addition, the Debtor shall provide such additional reporting as the Senior Secured Creditor shall reasonably require.

(v) In addition to, and without limiting, whatever rights to access the Senior Secured Creditor has under the Prepetition Senior Secured Creditor Loan Documents, the Debtor shall permit representatives, agents, and employees of the Senior Secured Creditor to have reasonable access to: (a) inspect the Debtor's assets and properties during normal business hours; (b) examine the Debtor's books and records; and (c) discuss the Debtor's affairs, finances, and condition with the Debtor's officers, management, financial advisors, attorneys and consultants, provided, however, that the Debtor shall not be required to disclose to the Senior Secured Creditor information protected by the work product doctrine, the attorney-client privilege or any similar privileges.

13. *Adequate Protection for Other Prepetition Secured Creditors*. To the extent any party in interest holds a valid, enforceable and properly perfected security interest and liens in property of the Debtor, other than the Prepetition Secured Parties (collectively, the "Other Prepetition Secured Parties"), such Other Prepetition Secured Parties are granted valid, binding, enforceable, non-avoidable, and automatically perfected, *nunc pro tunc* to the Petition Date, replacement liens on and security interests in (the "Other Prepetition Secured Parties Adequate Protection Liens") the post-petition property of the Debtor of the same type and nature, and with the same priority, to the same extent and in the same amount that such Other Prepetition Secured

Parties' interests in the same property of the Debtor (the "Other Prepetition Secured Parties' Collateral"), together with any proceeds, products or profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the "Other Prepetition Secured Parties Adequate Protection Collateral"), solely to the extent of any actual decrease in the value of such interests in the Other Prepetition Secured Parties' Collateral. The Other Prepetition Secured Parties Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (a) any lien or security interest that is avoided and preserved for the benefit of the Debtor's estates under section 551 of the Bankruptcy Code, or (b) any other lien or security interest under sections 361 or 363 of the Bankruptcy Code or otherwise, except as expressly provided in this Interim Order. The Other Prepetition Secured Parties are further granted, solely to the extent of any actual decrease in the value of such interests in the Other Prepetition Secured Parties' Collateral, allowed superpriority administrative expense claim in the Chapter 11 Case and any Successor Case which, subject to the Carve Out, shall be junior only to the superpriority administrative expense claims of the DIP Lender and the Adequate Protection Superpriority Claims of the Senior Secured Creditor (the "Other Secured Parties' Adequate Protection Superpriority Claim").

14. *Effect of Stipulations on Third Parties.*

(i) Generally. The Debtor's Stipulations are set forth in Paragraph C above, which stipulations and admissions are and shall be binding upon the Debtor and any successors thereto in all circumstances. The stipulations and admissions contained in this Interim Order, including without limitation, the Debtor's Stipulations, shall also be binding upon the Debtor's estate and all other parties in interest, including the Committee (if any) or any Chapter 7 or Chapter 11 trustee appointed or elected for the Debtor (a "Trustee"), for all purposes unless (a) the Committee or any other party in interest, no later than the date that is sixty (60) days from entry

of this Interim Order (the “Challenge Period”), has properly filed an adversary proceeding as required under the Bankruptcy Rules (y) challenging the amount, validity, enforceability, priority or extent of the Prepetition Obligations or the Prepetition Liens and Security Interests on the Prepetition Collateral securing the Prepetition Obligations, or (z) otherwise asserting any other claims, counterclaims, causes of action, objections, contests or defenses against the Prepetition Secured Parties on behalf of the Debtor’s estate solely to the extent in connection with, relating to, or arising from any of the Prepetition Loan Documents ((y) and (z), collectively, referred to herein as “Challenges”), and (b) the Court rules in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding or contested matter; provided, that, as to the Debtor, all such Challenge(s) are hereby irrevocably waived and relinquished effective as of the Petition Date.

(ii) Binding Effect. If no such Challenge is timely filed prior to the expiration of the Challenge Period, without further order of the Court: (a) the Debtor’s Stipulations, admissions and releases contained in this Interim Order (including the stipulations contained herein and the releases set forth in Paragraph 14 below) shall be binding on all parties in interest, including the Debtor’s estate, the Committee (if any), and any subsequently appointed Trustee, case fiduciary, or successors and assigns; (b) the Prepetition Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in this Chapter 11 Case and any Successor Case; (c) the Prepetition Liens and Security Interests shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, and with the priority specified in the Debtor’s Stipulations, and not subject to defense, counterclaim, recharacterization, subordination or avoidance; and (d) each of the Prepetition Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers,

representatives, attorneys or advisors) shall not be subject to any other or further challenge by any Committee or any other party in interest, and any such Committee or party in interest shall be enjoined from seeking to exercise the rights of the Debtor's estate, including without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any Challenge is timely and properly filed prior to the expiration of the Challenge Period, the releases, stipulations and admissions contained in this Interim Order, including without limitation, in the Debtor's Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person, including any Trustee appointed in any Successor Case, except as to any such findings and admissions that were expressly challenged in the original complaint initiating the adversary proceeding and excluding any amended or additional claims that may or could have been asserted thereafter through an amended complaint under FRCP 15 or otherwise. The Debtor's Stipulations shall be binding upon the Debtor, its estate, all parties in interest in the Chapter 11 Case and their respective successors and assigns, including any Trustee or other fiduciary appointed in the Chapter 11 Case or any Successor Case and shall inure to the benefit of the Prepetition Secured Parties, the Debtors, and their respective successors and assigns.

(iii) No Standing. Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Committee, standing or authority to pursue any claim or cause of action belonging to the Debtor and/or its bankruptcy estate, including, without limitation, any Challenge(s) with respect to the Prepetition Loan Documents or the Prepetition Obligations.

15. *Debtor's Waivers and Releases.*

(i) Section 506(c) Claims and 552(b) Equities. Subject to entry of the Final Order, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Case or any Successor Case at any time shall be charged against the DIP Lender, the Prepetition Secured Parties, their respective claims, the Prepetition Collateral, the DIP Collateral or the Adequate Protection Collateral, including Cash Collateral, pursuant to section 506(c) of the Bankruptcy Code without the prior written consent of the DIP Lender and/or the applicable Prepetition Secured Party, respectively. Subject to entry of the Final Order, the DIP Lender and the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to the DIP Lender and/or the Prepetition Secured Parties with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral, the DIP Collateral and/or the Adequate Protection Collateral; and

(ii) Release of Prepetition Secured Parties. Upon entry of the Final Order, in consideration of and as a condition to the Senior Secured Creditor's consent to the use of Cash Collateral and Prepetition Secured Parties' providing other financial accommodations to the Debtor pursuant to the provisions of this Interim Order, the Debtor, on behalf of itself, and its respective successors and assigns and the Debtor's estate (collectively, "Releasors"), subject only to Paragraph 14 above, hereby absolutely releases and forever discharges and acquits (i) the Prepetition Secured Parties, (ii) the respective successors, participants, assigns directors, officers, attorneys, employees, financial advisors, consultants and other representatives of the Prepetition Secured Parties, (iii) the present and former shareholders, affiliates, subsidiaries, divisions, and predecessors of the Prepetition Secured Parties (the parties identified in clauses (i) through (iii))

being hereinafter referred to collectively as “Releasees”) of and from any and all claims, demands, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, demands, and liabilities whatsoever (individually, a “Prepetition Released Claim” and collectively, the “Prepetition Released Claims”) of every kind, name, nature and description, known or unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, suspected or unsuspected, both at law and in equity, which, include, without limitation, any so-called “lender liability” claims or defenses, that any Releasor may now or hereafter own, hold, have, or claim to have against the Releasees for, upon, or by reason of any nature, cause, or thing whatsoever to the extent arising in connection with, relating to, or arising from any of the Prepetition Loan Documents and/or the Prepetition Obligations, which arose or may have arisen at any time on or prior to the date of this Interim Order, in respect of the Debtor, the Prepetition Obligations and the Prepetition Loan Documents; *provided*, that such release shall be effective with respect to the Debtor upon entry of this Interim Order, and shall not be effective with respect to the Debtor’s estates until the expiration of the Challenge Period.

16. *Budget, Reporting, and Covenants.*

(i) Budget. Attached hereto as Exhibit A is a 13-week cash flow budget (the “Budget”) which reflects on a line-item basis the Debtor’s (i) weekly projected cash receipts, and (ii) weekly projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses under the Chapter 11 Case, capital expenditures, asset sales, including the fees relating thereto, and budgeted fees and expenses of the DIP Lender, and any other fees and expenses relating to the DIP Facility. Unless and until the DIP Lender and Senior Secured Creditor has approved an updated budget in writing, on no less than two (2) business days’ notice of a

request for such amendment, the Debtor shall remain subject to and be governed by the terms of the Budget, and the DIP Lender shall not, as applicable, have any obligation to fund to any updated and otherwise unapproved budget, nor will the Debtor be authorized to use the Senior Secured Creditor's Cash Collateral for amounts contained in such budget to the extent they are in addition to or exceed amounts set forth in the Initial Budget. To the extent the DIP Lender and Senior Secured Creditor approve any amendment to the Budget, such amended budget shall be filed with the Court together with a Notice indicating that such amended budget shall be substituted for the Budget attached hereto.

(ii) Variance Reporting. Commencing on Friday, February 14, 2025 and continuing on the last business day of every week thereafter, the Debtor shall provide to the DIP Lender, Senior Secured Creditor, and to any official Unsecured Creditor Committee ("Committee") should one be appointed: (x) a variance report/reconciliation report certified by the Chief Financial Officer (or some other appropriate officer) of the Debtor, in form acceptable to the DIP Lender and Senior Secured Creditor, setting forth (A) the actual cash receipts, expenditures, disbursements, and the outstanding DIP Facility balance (if any) of the Debtor for such immediately preceding fiscal week (including any "stub week" that includes the Petition Date) cumulatively and on a line-item basis, and (B) the variance in dollar amounts of the actual expenditures, disbursements, and outstanding DIP Facility balance for each week and cumulatively from those budgeted amounts for the corresponding week and cumulatively as reflected in the Budget, and (y) a certificate signed by the Chief Financial Officer (or some other appropriate officer) of the Debtor, in form acceptable to the DIP Lender and the Senior Secured Creditor, certifying whether the Debtor is in full compliance with Budget and providing an explanation for any Prohibited Variance. As used herein, "Prohibited Variance" means the payment of any

expenses that would cause the aggregate expenditures under the Budget for any weekly period to exceed the amount set forth in the Budget for such week by 10%. Any budgeted expenditures not paid in a particular budget period may be carried forward into a subsequent budget period.

17. *Carve-Out.* The Prepetition Liens and Security Interests, the DIP Liens, the Adequate Protection Liens, the Other Prepetition Secured Parties Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the Other Prepetition Secured Parties Adequate Protection Superpriority Claims shall be subject only to the right of payment of the following expenses (collectively, “Carve-Out”), to the extent provided herein:

(i) upon entry of this Interim Order, statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6);

(ii) the allowed fees and costs of the Debtor’s claims and noticing agent, subject in all respects to the terms of the Interim Order and allowance of fees by the Bankruptcy Court;

(iii) all obligations payable under any Court approved Key Employee Incentive Plan up to the amount set forth in the Budget and subject to allowance of such obligations by the Bankruptcy Court;

(iv) all unpaid fees and expenses incurred (the “Allowed Professional Fees”) by persons or firms retained by the Debtor or any Committee on or after the Petition Date pursuant to section 327, 328, 363, or 1103 of the Bankruptcy Code (each a “Professional” and collectively, the “Professionals”) in a cumulative sum for the period prior to the occurrence of the delivery of a Carve-Out Trigger Notice (as defined below), an amount not to exceed the lesser of (A) the aggregate weekly amounts budgeted for each such Professionals for such week in accordance with the Budget (to the extent a Carve-Out Trigger Notice is delivered mid-week, pro-rated for such week) and (B) the actual amount of such Allowed Professional Fees for each Professional incurred

on or after the Petition Date up through and including the date a Carve-Out Trigger Notice is delivered, subject in all respects to the terms of the Interim Order and the Budget; and

(v) Allowed Professional Fees of Professionals in an aggregate amount not to exceed \$50,000 incurred after delivery by the DIP Lender or the Senior Secured Creditor of written notice (which for the avoidance of doubt may be by electronic mail) of the occurrence of an Event of Default to the Debtor, the Debtor's counsel, the U.S. Trustee, and counsel for any Committee (the "Carve-Out Trigger Notice"), to the extent allowed by this Court (the amounts set forth in this clause (iv) being the "Post Carve-Out Trigger Notice Cap." and the amounts set forth in clauses (i) through (iv) being the "Carve-Out Cap."). For the avoidance of doubt, to the extent the budgeted amounts for a Professional for any Budget period exceed the actual fees and expenses incurred by such Professional for that period, the excess may be carried forward to later Budget periods or backward to prior Budget periods to be applied to any fees or expenses that exceeded the budgeted amounts for such prior or later periods.

18. *Excluded Professional Fees.* Notwithstanding anything to the contrary in this Interim Order, neither the Carve-Out, nor the proceeds of the DIP Collateral, the Prepetition Collateral, the Adequate Protection Collateral or the DIP Facility shall be used to pay any Allowed Professional Fees or any other fees or expenses incurred by any Professional in connection with any of the following: (a) an assertion or joinder in any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief: (i) challenging the legality, validity, priority, perfection, or enforceability of the Prepetition Obligations or the Prepetition Liens and Security Interests, (ii) seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the Prepetition Obligations or the Prepetition Liens and Security Interests, or (iii) preventing, hindering or

delaying the Prepetition Secured Parties' assertion or enforcement of any lien, claim, right, or security interest or realization upon any Prepetition Collateral and/or Adequate Protection Collateral, in accordance with the terms and conditions of this Interim Order, (b) a request to use the Cash Collateral on and after the Termination Date, except to the extent expressly permitted herein, (c) a request for authorization to obtain debtor-in-possession financing or other financial accommodations pursuant to Bankruptcy Code section 364(c) or (d), other than from the Prepetition Secured Parties or the DIP Lender, without the prior written consent of the Prepetition Secured Parties and the DIP Lender, (d) the commencement or prosecution of any action or proceeding of any claims, causes of action, or defenses against the Prepetition Secured Parties, or any of their respective officers, directors, employees, agents, attorneys, financial advisors, consultants, affiliates, successors, or assigns, including, without limitation, any attempt to avoid any claim, lien, or interest of, or obtain any recovery from the Prepetition Secured Parties under Chapter 5 of the Bankruptcy Code, (e) seeking to amend or modify any of the rights granted to the DIP Lender under this Interim Order, the DIP Facility Loan Documents, or the Prepetition Loan Documents, including seeking to use Cash Collateral and/or DIP Collateral on a contested basis; (f) objecting to or challenging in any way the DIP Liens, the DIP Obligations, the Prepetition Liens and Security Interests, the Prepetition Obligations, the DIP Collateral, the Prepetition Collateral, or any other claims or liens, held by the DIP Lender or the Prepetition Secured Parties, (g) asserting, commencing, or prosecuting any claims or causes of action whatsoever, including any actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions to recover or disgorge payments, against the DIP Lender, the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, managers, and employees, (h) litigating, objecting to, challenging, or contesting in any manner, or raising any

defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the DIP Liens, the DIP Obligations, the Prepetition Liens and Security Interests, the Prepetition Obligations, the DIP Collateral, the Prepetition Collateral or any other rights or interests of any of the DIP Lender or the Prepetition Secured Parties, or (i) seeking to subordinate, recharacterize, disallow or avoid the DIP Obligations or the Prepetition Secured Obligations; provided, however, that, subject to the Carve-Out Cap, an amount not to exceed \$15,000 in the aggregate of Cash Collateral may be used to pay the Allowed Professional Fees of any Committee to investigate (but not prosecute) claims against and/or possible objections with respect to the Prepetition Secured Obligations, and the pre-petition liens and security interests of, the Prepetition Secured Parties (including, without limitation, issues regarding validity, perfection, priority, or enforceability of the secured claims of the Prepetition Secured Parties). Nothing herein shall be construed as a consent to the allowance of the fees and expenses of any Professional or shall affect the right of the Prepetition Secured Parties to object to the allowance and payment of such fees and expenses.

19. *Payment of Carve-Out.*

(i) Each Professional shall maintain a segregated account for the payment of Allowed Professional Fees (each, a “Carve-Out Reserve Account”), which accounts shall be, respectively, funded from cash receipts or on behalf of the Debtor in accordance with the Budget on a weekly basis, in advance, until the occurrence of a Carve-Out Trigger Notice. After the Carve-Out Trigger Notice, each Carve-Out Reserve Account may continue to be funded, up to, in the aggregate, the Carve-Out Cap. From funds in their respective Carve-Out Reserve Account, each Professional shall pay their Allowed Professional Fees in compliance with any interim compensation procedures and in the manner set forth in this Interim Order in accordance with the Budget.

(ii) The Carve-Out Cap shall be reduced on a dollar-for-dollar basis by the amounts actually funded into the Carve-Out Reserve Account and/or the amounts actually paid on account of the Carve-Out. To the extent that, as of the Carve-Out Trigger Notice, the Carve-Out Reserve Account has not been funded in accordance with the Budget, the DIP Lender and/or the Prepetition Secured Parties shall remit the difference to the Carve-Out Reserve Account solely from cash receipts. Payment of any amounts on account of the Carve-Out shall not be deemed to reduce the DIP Obligations or the Prepetition Secured Obligations, and shall not be deemed to subordinate the DIP Lender's or the Prepetition Secured Parties' respective liens and security interests in the DIP Collateral, the DIP Superpriority Claims, the Prepetition Collateral, the Adequate Protection Collateral or the Adequate Protection Superpriority Claims to any junior pre- or postpetition lien, interest, or claim in favor of any other party. The DIP Lender and the Prepetition Secured Parties shall not, under any circumstance, be responsible for the direct payment or reimbursement of any fees or disbursements of any Professionals incurred in connection with this Chapter 11 Case or Successor Cases under any chapter of the Bankruptcy Code, and nothing in this Paragraph 19 shall be construed to obligate the DIP Lender or the Prepetition Secured Parties, in any way, to pay compensation to or to reimburse expenses of any Professional, or to ensure that the Debtor has sufficient funds to pay such compensation or reimbursement.

20. *Lien Perfection.* This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Adequate Protection Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the DIP Liens or the Adequate Protection Liens or

to entitle the DIP Liens or the Adequate Protection Liens to the priorities granted herein. Notwithstanding the foregoing, the DIP Lender and/or the Prepetition Secured Parties may, in their sole discretion, file such financing statements, mortgages, security agreements, notices of liens and other similar documents, and are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Chapter 11 Cases. The DIP Lender and/or Prepetition Secured Parties may, in their sole discretion, file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which Debtor has real or personal property and, in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Interim Order.

21. *Termination.* The Debtor's authority to use Cash Collateral and the DIP Lender's obligation to advance funds under the DIP Facility pursuant to this Interim Order shall terminate without any further order of this Court or further action by the DIP Lender or the Senior Secured Creditor three (3) business days following the delivery of a written notice (a "Default Notice") by either DIP Lender or Senior Secured Creditor to counsel for the Senior Secured Creditor or DIP Lender (as applicable), counsel for the Debtor, counsel for the Committee (if any), and the U.S. Trustee (any such three (3) business-day period, the "Default Notice Period") of the occurrence of any of the events set forth in clauses (i) through, and including, (viii) below) without further notice or court proceeding upon the earliest to occur of any of the following (each, a "Termination Event") and the date upon which such Termination Event shall occur, the "Termination Date"):

(i) either (a) the Chapter 11 Case is dismissed or (b) the Court enters an order converting the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code;

(ii) either (a) the Court enters an order appointing a trustee or an examiner with enlarged powers (beyond those set forth in §§ 1104(c) and 1106(a)(3) and (4) for the Debtor; or (b) the Debtor files a motion, application or other pleading consenting to or acquiescing in any such appointment;

(iii) the Court suspends the Chapter 11 Case under § 305;

(iv) the a filing by the Debtor of any motion, pleading, application or adversary proceeding challenging the (a) validity, extent, enforceability, perfection or priority of the DIP Liens, the Prepetition Liens and Security Interests, or the Adequate Protection Liens or asserting any other cause of action against and/or with respect to the Prepetition Loan Documents, the DIP Facility Loan Documents or any of the DIP Liens, Prepetition Liens and Security Interests, or the Adequate Protection Liens; or (ii) the validity or enforceability of any of the Prepetition Obligations or the DIP Obligations (or if the Debtor supports any such motion, pleading, application or adversary proceeding commenced by any third party);

(v) the consummation of any transaction resulting in the sale or disposition of all or substantially all of the assets of the Debtor and its estate which does not provide for the repayment in full in cash of all Prepetition Secured Obligations and DIP Obligations upon the consummation thereof (unless approved by the prior written consent of the Prepetition Secured Parties and the DIP Lender);

(vi) the Debtor's filing of a motion seeking any financing under section 364(d) of the Bankruptcy Code secured by the Prepetition Collateral, the DIP Collateral, and/or the

Adequate Protection Collateral that does not require the payment in full of all Prepetition Secured Obligations and DIP Obligations;

(vii) this Interim Order becomes stayed, reversed, vacated, amended or otherwise modified in any respect without the prior written consent of the DIP Lender and Senior Secured Creditor;

(viii) the occurrence of any Event of Default (defined below) under the terms of this Interim Order which remains uncured for three (3) business days after the Debtor's receipt of written notice from the DIP Lender or Senior Secured Creditor through the parties' respective professionals of record.

22. *Default.* The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Interim Order (unless waived, amended or extended, as applicable, in writing by the DIP Lender and the Senior Secured Creditor):

(i) the Debtor fails to perform any of its material obligations in accordance with the terms hereof or otherwise defaults hereunder or breaches any provision hereof, including (a) the use of Cash Collateral other than as permitted herein and in the Budget; and (b) the failure to provide any report, document, or information to DIP Lender or Senior Secured Creditor as required herein;

(ii) any representation or warranty made in any certificate, report, expense statement, other financial statement, or other document delivered to the DIP Lender or Senior Secured Creditor after the Petition Date proves to have been false in any material respect as of the time when made or given;

(iii) any other person or entity obtains an order permitting the use of Cash Collateral without the written consent of the DIP Lender or Senior Secured Creditor;

(iv) a Variance Report provided to DIP Lender or Senior Secured Creditor shows a Prohibited Variance;

(v) on or before February 19, 2025, the Debtor shall not have filed, in form and substance acceptable to the DIP Lender and the Senior Secured Creditor, a plan and disclosure statement;

(vi) on or before February 28, 2025, the Court shall not have entered an order, in form and substance acceptable to the DIP Lender and the Senior Secured Creditor, approving the Debtor's motion seeking approval of certain confirmation procedures relating to confirmation of the plan and the solicitation thereof;

(vii) the Court shall not have entered the Final Order on or before February 28, 2025, which order shall be in form and substance reasonably acceptable to the DIP Lender and Senior Secured Creditor;

(viii) on or before April 11, 2025, the Court shall not have entered, in form and substance acceptable to the DIP Lender and the Senior Secured Creditor, an order confirming the Debtor's plan;

(ix) on or before April 25, 2025, the Debtor's plan shall not have gone effective in accordance with the terms thereof;

(x) this Interim Order ceases to be in full force and effect for any reason other than as a result of entry of a Final Order superseding this Interim Order;

(xi) the Court enters a final order reversing, amending, supplementing, staying, vacating or otherwise modifying this Interim Order without the consent of the DIP Lender and Senior Secured Creditor;

(xii) the Court enters an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code to any entity other than DIP Lender and Senior Secured Creditor with respect to any assets of the Debtor without the written consent of the IP Lender and Senior Secured Creditor;

(xiii) the Debtor (i) creates any postpetition lien or security interests or (ii) incurs or suffer to exist any material postpetition liens or security interests, in each case other than in the ordinary course of business or in accordance with the terms of this Interim Order;

(xiv) this Interim Order or any other pleading filed in the Chapter 11 Case by the Debtor provides for the nonconsensual priming of the Prepetition Liens and Security Interests, the DIP Liens, or the Adequate Protection Liens without the written consent of the DIP Lender and Senior Secured Creditor;

(xv) the Debtor shall create, incur or suffer to exist any other claim which is *pari passu* with or senior to the DIP Superpriority Claims or the Adequate Protection Superpriority Claims;

(xvi) the Court enters the Final Order without (i) providing for any of the specific waivers with respect to “marshalling,” “equities of the case,” and “surcharge” under section 506(c) of the Bankruptcy Code, or (ii) granting the Senior Secured Creditor the Adequate Protection Liens and Adequate Protection Superpriority Claims with respect to, the Avoidance Actions and proceeds thereof; and

(xvii) the cessation of all or any material part of the Debtor’s business operations.

23. *Remedies Upon a Termination Event.*

(i) Prior to exercising the remedies set forth in this paragraph below, DIP Lender or Senior Secured Creditor (as applicable) shall be required to file a motion with the Court

seeking emergency relief (the “Stay Relief Motion”) on no less than three (3) business days’ written notice, which notice period may be concurrent with the Default Notice Period, to (i) the Court, (ii) counsel for the Debtor, (iii) counsel for the Committee (if any), and (iv) the U.S. Trustee, for a further order of the Court modifying the automatic stay, dismissing or converting this Case.

(ii) In any hearing on the Stay Relief Motion, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, a Termination Event shall have occurred and whether there has been any diminution in value, and the Debtor hereby waives any right to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Lender or the Senior Secured Creditor set forth in this Interim Order, the DIP Loan Facility Documents, or the Prepetition Loan Documents. The delay or failure of the DIP Lender and Senior Secured Creditor, as applicable, to exercise rights and remedies under the DIP Loan Facility Documents or the Prepetition Loan Documents or this Interim Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise. Notwithstanding the occurrence of the Termination Event or anything herein, (x) the DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations, Adequate Protection Obligations, and Prepetition Obligations shall have been indefeasibly paid in full in cash; (y) all of the rights, remedies, benefits, and protections provided to the DIP Lender and the Prepetition Secured Parties under this Interim Order shall survive the applicable Termination Event; and (z) the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

24. *Post-Termination Rights.* Upon the occurrence of a Termination Event, the Debtor's authority to use Cash Collateral hereunder shall terminate; provided, however, that the Debtor or a trustee appointed for the Debtor's estate may use Cash Collateral to pay payroll and payroll-related expenses such as taxes accrued through and including the Termination Date, up to the amounts set forth in the Budget. The Debtor may seek, and the Senior Secured Creditor may oppose, the continued use of Cash Collateral on any terms that the Debtor wish to propose, and any such request shall be heard on shortened notice such that relief can be entered not later than the occurrence of a Termination Event, provided, however, that the Debtor and the Senior Secured Creditor may stipulate, without the need for a further order of this Court, for this Order to remain in effect temporarily through the date of a hearing on such relief.

25. *No Marshalling.* Subject to entry of the Final Order, the DIP Lender and the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshalling" or any other similar doctrine with respect to any of the DIP Collateral, the Prepetition Collateral, and/or the Adequate Protection Collateral.

26. *Binding Effect.* The provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in the Chapter 11 Case, including, without limitation, the DIP Lender, the Prepetition Secured Parties, the Debtor, and their respective successors and assigns (including any trustee hereinafter appointed or elected for the Debtor's estate, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of the Debtor or with respect to the property of the Debtor) and shall inure to the benefit of the DIP Lender, the Prepetition Secured Parties and the Debtor and their respective successors or assigns.

27. *Modification of Automatic Stay.* The Debtor is authorized and directed to perform all acts and to make, execute and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Interim Order and the transactions contemplated hereby. The automatic stay of section 362 of the Bankruptcy Code is hereby modified to permit Debtor, the DIP Lender, and each of the Prepetition Secured Parties to accomplish the transactions contemplated by this Interim Order.

28. *Headings.* The headings in this Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Interim Order.

29. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon entry hereof, and there shall be no stay of execution of effectiveness of this Interim Order. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be so deemed and vice versa.

30. *No Third-Party Rights.* Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third-party, creditor, equity holder or any direct, indirect, third-party, or incidental beneficiary.

31. *Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order.* The DIP Lender has acted in good faith in connection with this Interim Order and is entitled to rely upon the protections granted herein and by section 364(e) of the Bankruptcy Code. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter reargued, reconsidered, reversed, modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code to

the maximum extent set forth therein. Any such modification, amendment or vacatur shall not affect the extent, validity, perfection, priority, allowability, enforceability or non-avoidability of any advances previously made or made hereunder, or lien, claim or priority granted, perfected, authorized or created hereby, unless modification, amendment or vacatur pertains to an authorization to obtain credit or incur debt, or to the granting of a priority lien, that is stayed pending appeal. Any liens or claims granted to the DIP Lender hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including to all rights, remedies, privileges and benefits granted herein.

32. *Indemnification.* The Debtor shall indemnify and hold harmless the DIP Lender, the Prepetition Secured Creditors, and their respective shareholders, partners, directors, agents, officers, subsidiaries and affiliates, successors and assigns, attorneys and professional advisors, in their respective capacities as such, in accordance with and only if and to the extent provided pursuant to the terms and condition of the DIP Loan Facility Documents and the Prepetition Loan Documents.

33. *Proofs of Claim.* Neither the DIP Lender nor any of the Prepetition Secured Parties will be required to file proofs of claim in the Chapter 11 Case or any Successor Case for any claim allowed herein. Any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Case or any Successor Case shall not apply to any claim of the DIP Lender or the Prepetition Secured Parties arising under, or in connection with, the DIP Facility Loan Documents, the Prepetition Loan Documents, the DIP Obligations or the Prepetition Obligations, with the stipulations contained in Paragraph C herein being deemed to be a filed proof of claim on behalf of such parties.

34. *Survival of Interim Order.* The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any chapter 11 plan or plans of reorganization or liquidation in the Chapter 11 Case, (ii) converting the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, (iii) to the extent authorized by applicable law, dismissing the Chapter 11 Case, (iv) withdrawing of the reference of the Chapter 11 Case from the Court, or (v) providing for abstention from handling or retaining of jurisdiction of the Chapter 11 Case in the Court.

35. *Controlling Effect of Interim Order.* To the extent any provision of this Interim Order conflicts or is inconsistent with any provision of the Motion or the DIP Facility Loan Documents, the provisions of this Interim Order shall control to the extent of such conflict.

36. *Order Immediately Effective.* Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are effective immediately and enforceable upon its entry.

37. *Debtor Authorization to Effectuate Relief.* The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

38. *Jurisdiction.* This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

39. *Final Hearing.* The final hearing on the Motion shall be held on February 25, 2025, at 1:30 p.m. (prevailing Eastern Time) in Courtroom 1, of the United States Bankruptcy Court for the Northern District of Ohio (Western Division), PNC Bank Building, 405 Madison Avenue, Toledo, Ohio 43604. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time), on February 21, 2025; however, to the extent a Committee is appointed prior to the Final Hearing, the Committee shall have until

February 24, 2025, at 4:00 p.m. to file any objections to the relief requested in Motion for entry in the Final Order. Responses or objections to the Motion and entry of a final order with respect to the Motion must: (i) be made in writing; (ii) state with particularity the grounds for the response or objection; (iii) conform to the Bankruptcy Rules and the Local Rules; and (iv) be served upon (a) proposed counsel to the Debtors, Richard K. Stovall, Allen, Stovall, Neuman & Ashton LLP, 10 W. Broad Street, Suite 2400, Columbus, Ohio 43215 (stovall@asnallaw.com); (b) counsel to the DIP Lender/Firelands, Ellen Arvin Kennedy, Dinsmore, 250 W. Main Street, Lexington, Kentucky 40507 (ellen.kennedy@dinsmore.com); (c) counsel to the Master Trustee, Patricia Fugee, FisherBroyles, LLP, 27100 Oakmead Drive, Box 306, Perrysburg, Ohio 43551 (patricia.fugee@fisherbroyles.com); (d) counsel to Fifth Third, Kari Balog Coniglio, Vorys, Sater, Seymour and Pease LLP, 200 Public Square, Suite 1400, Cleveland, Ohio 44114 (kbconiglio@vorys.com); (e) the Office of the United States Trustee for the Northern District of Ohio, Attn: [UST]; and (f) any statutory committee appointed in these cases.

40. It is agreed that, notwithstanding any other provision in this Interim Order, the Department of Health and Human Services, including the Centers for Medicare and Medicaid Services (“CMS”), retains all rights and remedies under law, regulation, or rule to require compliance with the requirements of the Medicare Program. This includes CMS’s rights of setoff and recoupment pending entry of the Final Order.

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EXHIBIT A

BUDGET

EXHIBIT A BUDGET

The Bellevue Hospital													
Beginning Week Cash Balance	2,401,888	845,876	185,246	(0)	0	0	0	265,985	198,109	(0)	(0)	246,041	0
Cash Collateral Balance (Blocked Account)	2,278,020	2,278,020	2,134,391	1,533,433	1,427,495	442,202	442,202	442,202	378,412	-	-	-	-
Cash Collateral Draw			143,629	600,958	105,938	985,293	-	-	63,790	378,412	-	-	-
Cash Collateral Draw - Accumulated				744,587	850,525	1,835,818			1,899,608	2,278,020			
DIP Draw										345,546			348,221
DIP Draw Accumulated											345,546	816,125	1,164,346
Trended Income Statement	Week Ending 02/07/25	Week Ending 02/14/25	Week Ending 02/21/25	Week Ending 02/28/25	Week Ending 03/07/25	Week Ending 03/14/25	Week Ending 03/21/25	Week Ending 03/28/25	Week Ending 04/04/25	Week Ending 04/11/25	Week Ending 04/18/25	Week Ending 04/25/25	Week Ending 05/02/25
PATIENT INCOME -													
ADJUSTED PATIENT INCOME - CASH	750,000	960,655	960,655	960,655	960,655	960,655	960,655	960,655	960,655	960,655	960,655	960,655	960,655
Other Operating Income -													
Miscellaneous	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590
Lease Income	0	0	10,569	0	0	0	10,569	0	0	0	10,569	0	0
Medical HAP Payment								424,924					
Total	16,590	16,590	27,158	16,590	16,590	16,590	27,158	441,514	16,590	16,590	27,158	16,590	16,590
TOTAL OPERATING INCOME	766,590	977,245	1,131,443	1,578,203	1,083,183	1,982,538	987,814	1,402,169	1,041,035	1,701,203	987,814	1,447,824	1,325,466
OPERATING EXPENSE -													
Salaries & Wages	0	784,075	0	765,385	0	728,000	0	765,710	0	728,000	0	765,385	0
Employee Benefits	0	191,995	97,670	169,895	103,870	191,995	97,670	181,595	111,530	169,895	78,570	211,095	103,870
Medical & Operating Supplies	9,010	236,218	134,749	151,449	185,199	161,199	134,749	141,199	141,449	183,199	165,199	156,199	156,199
Pharmacy-Drugs	44,649	43,000	48,000	43,000	43,000	43,000	43,000	48,000	43,000	43,000	43,000	43,000	43,000
Utilities	0	1,757	20,098	18,357	50,880	18,457	5,098	0	18,357	49,180	16,757	5,098	18,357
Utility Adequate Assurance Deposit	0	0	0	0	71,000	0	0	0	0	0	0	0	0
Purchased services	47,243	206,433	337,272	148,010	241,794	181,063	283,812	117,026	209,228	290,489	247,796	109,242	270,160
Insurance	0	0	20,000	0	40,000	0	0	0	0	40,000	0	0	0
Other Expense	0	84,378	123,900	82,519	117,440	83,950	132,500	87,119	112,726	117,440	90,450	128,900	93,880
Medical Franchise Fee									412,854				
Interest Expense	0	0	0	114,587	0	0	0	49,396	0	0	0	49,396	0
Total	100,901	1,547,876	781,689	1,493,202	853,183	1,407,664	696,829	1,390,045	1,049,144	1,621,203	641,772	1,446,965	685,466
NET OPERATING INCOME	665,689	(570,631)	349,754	85,001	230,000	554,874	290,985	12,124	(8,109)	80,000	346,042	959	640,000
Physicians - BPSI - Payroll	-	(55,000)	-	(55,000)	-	(55,000)	-	(55,000)	-	(55,000)	-	(55,000)	-
Physicians - NCMS - Clinic Subsidy	-	-	-	-	-	(74,874)	-	-	-	-	(80,000)	-	-
	-	(55,000)	-	(55,000)	-	(129,874)	-	(55,000)	-	(55,000)	(80,000)	(55,000)	-
Chapter 11 - Administrative Expenses													
Bankruptcy Counsel -ASNA Law	0	0	0	0	100,000	0	0	0	100,000	0	0	0	100,000
Special Corporate Counsel- Franz Ward	0	0	0	0	30,000	0	0	0	25,000	0	0	0	30,000
Investment Banker - Juniper	20,000	0	0	0	20,000	0	0	0	20,000	0	0	0	440,000
Claims & Notice Agent - Keol	40,000	35,000	35,000	30,000	30,000	25,000	25,000	25,000	25,000	25,000	20,000	15,000	50,000
United States Trustee	0	0	0	0	0	0	0	0	0	0	0	72,000	0
Unsecured Creditor Committee Counsel	0	0	0	0	50,000	0	0	0	20,000	0	0	0	20,000
KEIP Payments	0	0	0	0	0	0	0	0	0	0	0	105,000	0
	60,000	35,000	35,000	30,000	230,000	25,000	25,000	25,000	190,000	25,000	20,000	192,000	640,000
COMBINED NET Inc.(Loss)- Cash Flow	605,689	(660,631)	314,754	1	0	400,000	285,985	(67,876)	(198,109)	0	246,042	(246,041)	-
NET CASH FLOW	605,689	(660,631)	314,754	1	0	400,000	285,985	(67,876)	(198,109)	0	246,042	(246,041)	-
Critical Vendor Payments	-	-	(500,000)	-	-	(400,000)	-	-	-	-	-	-	-
Net Cash Flow Before DIP Financing	605,689	(660,631)	(185,246)	1	0	(0)	285,985	(67,876)	(198,109)	0	246,042	(246,041)	-

EXHIBIT B-1

CREDIT AGREEMENT

CREDIT AGREEMENT

This Credit Agreement (“Agreement”) dated as of February __, 2025 (the “Closing Date”), is executed by and between **THE BELLEVUE HOSPITAL**, an Ohio non-profit corporation (“Borrower”) and **FIRELANDS REGIONAL HEALTH SYSTEM**, an Ohio non-profit corporation (“Lender”).

RECITALS:

A. Borrower desires to borrow funds and obtain other financial accommodations from Lender.

B. Pursuant to Borrower’s request, Lender is willing to extend such financial accommodations to Borrower under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements set forth herein, Borrower agrees to borrow from Lender, and Lender agrees to lend to Borrower the Loan, subject to and upon the following terms and conditions:

AGREEMENT:

Section 1. DEFINITIONS.

1.1. Defined Terms. For the purposes of this Agreement, the following capitalized words and phrases shall have the meanings set forth below.

“Affiliate” of any Person shall mean (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer or director of such Person, and (c) with respect to Lender, any entity administered or managed by Lender, or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be “controlled by” any other Person if such Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of such Person whether by contract, ownership of voting securities, ownership interests or otherwise.

“Assignment of Rents” shall mean that certain Assignment of Leases and Rents, dated as of the Closing Date, executed by Borrower in favor of Lender securing the Obligations.

“Bankruptcy Court” shall mean the United States Bankruptcy Court of the Northern District of Ohio where the Borrower’s chapter 11 bankruptcy case is pending.

“Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in the State of Ohio.

“Capital Securities” shall mean, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person’s capital, whether now outstanding or issued or acquired after the date hereof, including common shares, preferred shares, ownership interests in a limited liability company, limited or general partnership interests in a partnership or any other equivalent of such ownership interest.

“Closing Date” shall have the meaning given in the preamble.

“Collateral” shall mean the “Collateral” as defined in the Mortgage, the “Mortgaged Premises” as defined in the Mortgage, the “Leases” as defined in the Assignment of Rents, and any other security or collateral provided from time to time by, or on behalf of, Borrower, or any other Person for the Obligations.

“Debt” shall mean, as to any Person, without duplication, (a) all indebtedness of such Person; (b) all borrowed money of such Person (including principal, interest, fees and charges), whether or not evidenced by bonds, debentures, notes or similar instruments; (c) all obligations to pay the deferred purchase price of property or services; (d) all obligations, contingent or otherwise, with respect to the maximum face amount of all letters of credit (whether or not drawn), bankers’ acceptances and similar obligations issued for the account of such Person, and all unpaid drawings in respect of such letters of credit, bankers’ acceptances and similar obligations; (e) all indebtedness secured by any Lien on any property owned by such Person, whether or not such indebtedness has been assumed by such Person (provided, however, if such Person has not assumed or otherwise become liable in respect of such indebtedness, such indebtedness shall be deemed to be in an amount equal to the fair market value of the property subject to such Lien at the time of determination); (f) the aggregate amount of all capitalized lease obligations of such Person; (g) all contingent liabilities of such Person, whether or not reflected on its balance sheet; (h) all Debt of any partnership of which such Person is a general partner; (i) Intentionally Omitted; and (j) all monetary obligations of such Person under (A) a so-called synthetic, off-balance sheet or tax retention lease, or (B) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment). Notwithstanding the foregoing, Debt shall not include trade payables and accrued expenses incurred by such Person in accordance with customary practices and in the ordinary course of business of such Person.

“Default Rate” shall mean a per annum rate of interest equal to the Interest Rate plus two percent (2.0%).

“DIP Order” shall mean the order entered by the Bankruptcy Court in the bankruptcy case of the Borrower that authorizes the Borrower to execute the Loan Documents.

“Environmental Laws” shall mean all present or future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case relating to any matter arising out of or relating to public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance.

“Event of Default” shall mean any of the events or conditions which are set forth in Section 11 hereof.

“Hazardous Substances” shall mean (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation,

dielectric fluid containing levels of polychlorinated biphenyls, radon gas and mold; (b) any chemicals, materials, pollutant or substances defined as or included in the definition of “hazardous substances”, “hazardous waste”, “hazardous materials”, “extremely hazardous substances”, “restricted hazardous waste”, “toxic substances”, “toxic pollutants”, “contaminants”, “pollutants” or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, the exposure to, or release of which is prohibited, limited or regulated by any governmental authority or for which any duty or standard of care is imposed pursuant to, any Environmental Law.

“Indemnified Party” and “Indemnified Parties” shall mean, respectively, each of Lender and any parent corporation, Affiliate or Subsidiary of Lender, and each of their respective officers, directors, employees, attorneys and agents, and all of such parties and entities.

“Intellectual Property” shall mean the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, patents, service marks and trademarks, and all registrations and applications for registration therefor and all licensees thereof, trade names, domain names, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Interest Rate” shall mean a fluctuating rate of interest equal to the highest rate published from time to time in the “Money Rates” section of The Wall Street Journal as the Prime Rate for such day.

“Lien” shall mean, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including an interest in respect of a capital lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

“Loan” shall mean, respectively, each direct advance and the aggregate of all such direct advances made by Lender to Borrower under and pursuant to this Agreement, as set forth in Section 2.1 of this Agreement.

“Loan Commitment” shall mean, as of any date, One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).

“Loan Documents” shall mean each of the agreements, documents, instruments and certificates set forth in Section 3.1 hereof, and any and all such other instruments, documents, certificates and agreements from time to time executed and delivered by or on behalf of the Credit Parties for the benefit of Lender pursuant to any of the foregoing, and all amendments, restatements, supplements and other modifications thereto. Loan Documents shall also include, if applicable, any Interest Rate Protection Agreements.

“Master Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., a national banking association and ultimate successor in trust to Fifth Third Bank, National Association.

“Material Adverse Effect” shall mean (a) a material adverse change in, or a material adverse effect upon, the assets, business, properties, prospects, condition (financial or otherwise) or results of operations of the Credit Parties (individually or taken as a whole), (b) a material impairment

of the ability of any Credit Party to perform any of the Obligations under any of the Loan Documents, or (c) a material adverse effect on (i) any substantial portion of the Collateral, (ii) the legality, validity, binding effect or enforceability against any Credit Party of any of the Loan Documents, (iii) the perfection or priority of any Lien granted to Lender under any Loan Document, or (iv) the rights or remedies of Lender under any Loan Document.

“Maturity Date” shall mean the earlier of September 1, 2025, or the Effective Date of the Borrower’s Chapter 11 Plan as that term is defined therein.

“Mortgage” shall mean that certain Open-End Mortgage, Security Agreement and Fixture Filing, dated as of the Closing Date, executed by Borrower granting a Lien in favor of Lender on the Collateral described therein securing the Obligations.

“Note” shall mean that certain Revolving Note in the form prepared by and acceptable to Lender, dated as of the Closing Date, in the principal amount of the Loan Commitment and maturing on the Maturity Date, duly executed by Borrower and payable to the order of Lender, together with any and all renewal, extension, modification or replacement notes executed by Borrower and delivered to Lender and given in substitution therefor.

“Obligations” shall mean the Loan, as evidenced by the Note, all interest accrued thereon (including interest which would be payable as post-petition in connection with any bankruptcy or similar proceeding, whether or not permitted as a claim thereunder), any fees due Lender hereunder, any expenses incurred by Lender hereunder, including without limitation, all liabilities and obligations under this Agreement, under any other Loan Document, any reimbursement obligations of Borrower in respect of any letters of credit and surety bonds, and any and all other liabilities and obligations owed by Borrower to Lender from time to time, howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, or due or to become due, together with any and all renewals, extensions, restatements or replacements of any of the foregoing.

“Organizational Identification Number” shall mean, with respect to Borrower, the organizational identification number assigned to Borrower by the applicable governmental unit or agency of the jurisdiction of organization of Borrower.

“Permitted Liens” shall mean (a) Liens for Taxes, assessments or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith by appropriate proceedings and, in each case, for which it maintains adequate reserves in accordance with GAAP and in respect of which no Lien has been filed; (b) Liens arising in the ordinary course of business (such as (i) Liens of carriers, warehousemen, mechanics and materialmen and other similar Liens imposed by law, and (ii) Liens in the form of deposits or pledges incurred in connection with worker’s compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations) for sums not overdue or being contested in good faith by appropriate proceedings and not involving any advances or borrowed money or the deferred purchase price of property or services, which do not in the aggregate materially detract from the value of the property or assets of Borrower or materially impair the use thereof in the operation of Borrower’s business and, in each case, for which they maintains adequate reserves in accordance with GAAP and in respect of which no Lien has been filed; and (c) Liens securing the Senior Obligations that were of record as of February 5, 2025, and/or granted with expressly stated priority over the DIP Liens pursuant to any order of the Bankruptcy Court

authorizing the Borrower's use of cash collateral and/or authorizing the Borrower to obtain post-petition financing.

"Person" shall mean any natural person, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or other entity, whether acting in an individual, fiduciary or other capacity.

"Revolving Loan" and "Revolving Loans" shall mean, individually and collectively, each direct advance and the aggregate of all such direct advances made by Lender to Borrower under and pursuant to this Agreement, as set forth in Section 5.1 of this Agreement.

"Revolving Loan Availability" shall mean, at any time, an amount equal to the Loan Commitment minus (b) the aggregate amount of all Revolving Loans outstanding.

"Senior Obligations" shall mean, collectively, all of the Debt, liabilities and other obligations of Borrower pursuant to, or arising from: (a) that certain Master Trust Indenture, dated as of July 1, 2003, by and between Master Trustee and Borrower who is the sole Obligated Issuer thereunder and sole member of the Obligated Group bound thereby, as supplemented, amended or otherwise modified from time to time (as amended, supplemented or otherwise modified from time to time, the "Indenture"); and (b) certain Obligations issued under and made pursuant to the Indenture, including: (i) Obligation No. 6, dated as of August 28, 2012, made by Borrower to Fifth Third Bank, National Association in the original principal amount of \$10,000,000, (ii) Obligation No. 7, dated as of September 12, 2012, made by Borrower to Fifth Third Bank, National Association in the original principal amount of \$8,500,000, (iii) Obligation No. 8, dated as of October 3, 2012, made by Borrower to Fifth Third Bank, National Association in the original Principal amount of \$2,569,152.82, and (iv) Obligation No. 9, dated as of November 30, 2017, made by Pledgor to Fifth Third Bank, National Association in the original principal amount of \$9,000,000. Capitalized terms used but not otherwise defined in this definition shall have the meanings given to them in the Indenture (defined herein).

"Subsidiary" and "Subsidiaries" shall mean, respectively, with respect to any Person, each and all such corporations, partnerships, limited partnerships, limited liability companies, limited liability partnerships, joint ventures or other entities of which or in which such Person owns, directly or indirectly, such number of outstanding Capital Securities as have more than fifty percent (50.00%) of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity.

"Taxes" shall mean any and all present and future taxes, duties, levies, imposts, deductions, assessments, charges or withholdings, and any and all liabilities (including interest and penalties and other additions to taxes) with respect to the foregoing.

"UCC" shall mean the Uniform Commercial Code in effect in the State of Ohio from time to time.

"Unmatured Event of Default" shall mean any event which, with the giving of notice, the passage of time or both, would constitute an Event of Default.

1.2. Intentionally Omitted.

1.3. Other Terms Defined in UCC. All other capitalized words and phrases used herein and not otherwise specifically defined herein shall have the respective meanings assigned to such terms in the UCC, to the extent the same are used or defined therein.

1.4. Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word “Borrower” shall be so construed.

(b) Section and Schedule references are to this Agreement unless otherwise specified. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(c) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”, and the word “through” means “to and including”.

(d) To the extent any of the provisions of the other Loan Documents are inconsistent with the terms of this Agreement, the provisions of the DIP Order shall govern.

SECTION 2. COMMITMENT OF LENDER.

2.1. Loan.

(a) Loan Commitment. Subject to the terms and conditions of this Agreement, the other Loan Documents, and the DIP Order, and in reliance upon the representations and warranties of Borrower set forth herein and in the other Loan Documents, Lender agrees to make Revolving Loans at such times as Borrower may from time to time request until, but not including, the Maturity Date, and in such amounts as Borrower may from time to time request, provided, however, that such amount shall not exceed the Revolving Loan Availability. Revolving Loans made by Lender may be repaid and, subject to the terms and conditions hereof, borrowed again up to, but not including the Maturity Date unless the Revolving Loans are otherwise accelerated, terminated or extended as provided in this Agreement. The Revolving Loans shall be used by Borrower solely for the purpose of working capital pursuant to the terms of the DIP Order.

(b) Revolving Loan Interest; Interest Payments. The principal amount of the Revolving Loans outstanding from time to time shall bear interest at a rate per annum equal to the Interest Rate. Accrued and unpaid interest on the unpaid principal balance of all Revolving Loans outstanding from time to time shall be due and payable at the Maturity Date. From and after maturity, or after the occurrence and during the continuation of an Event of Default, (i) interest on the outstanding principal balance of the Revolving Loans, at the option of Lender, may accrue at the Default Rate and shall be payable upon demand from Lender, and (ii) Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the Default Rate. The interest rate charged on the Revolving Loans will not exceed the maximum rate permitted by applicable law under any circumstances.

(c) Revolving Loan Principal Payments. All Revolving Loans hereunder shall be repaid by Borrower on the Maturity Date, unless payable sooner pursuant to the provisions of this

Agreement. In the event the aggregate outstanding principal balance of all Revolving Loans exceeds the Revolving Loan Availability, Borrower shall, without notice or demand of any kind, immediately make such repayments of the Revolving Loans or take such other actions as are satisfactory to Lender as shall be necessary to eliminate such excess.

(d) Revolving Loan Optional Prepayments. Borrower may from time to time prepay the Revolving Loans, in whole or in part, without any prepayment penalty whatsoever, provided that any prepayment of the entire principal balance of the Revolving Loans shall include accrued interest on such Revolving Loans to the date of such prepayment.

2.2. Interest and Fee Computation; Collection of Funds. Except as otherwise set forth herein, all interest and fees shall be calculated on the basis of a year consisting of three hundred sixty (360) days and shall be paid for the actual number of days elapsed. Principal payments submitted in funds not immediately available shall continue to bear interest until collected. If any payment to be made by Borrower hereunder or under any Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Notwithstanding anything to the contrary contained herein, the final payment due under the Loan must be made by wire transfer or other immediately available funds. All payments made by Borrower hereunder or under any of the Loan Documents shall be made without setoff, counterclaim, or other defense. To the extent permitted by applicable law, all payments hereunder or under any of the Loan Documents (including any payment of principal, interest, or fees) to, or for the benefit, of any Person shall be made by Borrower free and clear of, and without deduction or withholding for, or account of, any taxes now or hereinafter imposed by any taxing authority. All amounts which shall be paid with respect to the Loan shall be applied first to any costs of collection and expenses reimbursable by Borrower to Lender, second to any late charges then due and payable under this Agreement, third to the payment of interest due on the balance of the principal sum of such Loan or so much thereof as shall from time to time remain unpaid, and last to the principal amount of such Loan which may then currently be outstanding.

2.3. Late Charge. If any payment of interest, principal, or other amounts due hereunder is not made within ten (10) days after such payment is due in accordance with the terms hereof, then, in addition to the payment of the amount so due, Borrower shall pay to Lender, immediately and upon the 15th day of each successive calendar month that such payment remains unpaid, a "late charge" equal to the greater of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of such outstanding payment to defray part of the cost of collection and handling such late payment. Borrower agrees that the damages to be sustained by Lender for the detriment caused by any late payment are extremely difficult and impractical to ascertain, and that five percent is a reasonable estimate of such damages, does not constitute interest, and is not a penalty. After acceleration of repayment of any Note by Lender, the payment of a late charge will not cure or constitute a waiver of any Event of Default.

2.4. Single Obligation. The Loan shall constitute one general obligation of Borrower, and shall be secured by Lender's security interest in and Lien upon all of the Collateral and by all other security interests, Liens, claims and encumbrances heretofore, now or at any time or times hereafter granted by, or for the benefit of, Borrower to Lender with respect to the Obligations.

SECTION 3. CONDITIONS OF BORROWING.

Notwithstanding any other provision of this Agreement, Lender shall not be required to disburse, make or continue all or any portion of the Loan, if any of the following conditions shall have occurred:

3.1. Loan Documents. On or prior to the Closing Date, the Credit Parties shall have failed to execute and deliver to Lender any of the following Loan Documents and other documents, instruments and information, all of which must be satisfactory to Lender and Lender's counsel in form, substance and execution:

- (a) Credit Agreement. This Agreement, duly executed by Borrower.
- (b) Note. The Note, duly executed by Borrower.
- (c) Mortgage. The Mortgage, duly executed by Borrower.
- (d) Assignment of Rents. The Assignment of Rents, duly executed by Borrower.
- (e) Additional Documents. Such other certificates, financial statements, schedules, resolutions, and other documents which are provided for hereunder or which Lender shall reasonably require.

3.2. Event of Default. Any Event of Default shall have occurred and be continuing.

3.3. Representations and Warranties. Any representation or warranty of Borrower contained herein or in any other Loan Document shall be untrue or incorrect as of the date of the Loan, each of which such representations and warranties, except to the extent a representation or warranty expressly relates to an earlier date, shall be deemed to be reaffirmed as of each date on which the Loan is made with the same effect as though such representations and warranties had been made again on and as of each such date, in each case subject to such changes as are not prohibited hereby or do not constitute Events of Default.

SECTION 4. NOTE EVIDENCING LOAN.

4.1. Note; Records. The Loan shall be evidenced by the Note. At the time of the initial disbursement of the Loan and at each time any additional disbursement of the Loan shall be requested hereunder or a repayment made in whole or in part on any Note, a notation thereof shall be made on the books and records of Lender. All amounts recorded shall be, absent manifest error, conclusive and binding evidence of (i) the principal amount of the Loan advanced hereunder, (ii) any accrued and unpaid interest owing on the Loan, and (iii) all amounts repaid on the Loan. The failure to record any such amount or any error in recording such amounts shall not, however, limit or otherwise affect the obligations of Borrower under the Note to repay the principal amount of the Loan, together with all interest accruing thereon.

SECTION 5. MANNER OF BORROWING.

5.1. Revolving Loan Procedures. Borrower may request a Revolving Loan by notice to Lender, via facsimile transmission, electronic mail or otherwise. Each Revolving Loan shall be made available to Borrower upon any such written, verbal, electronic, telephonic or telecopy loan request which Lender believes to emanate from a properly authorized representative of Borrower, whether or not that is in fact the case. Each such request shall be effective upon receipt by Lender, shall be irrevocable, and shall specify the date, amount and type of borrowing. Subject to the terms and conditions of this Agreement, a request for a direct advance will be funded within two (2) Business Days of Lender's receipt of the request form. The proceeds of each direct advance shall be made available to Borrower by credit to such bank account of Borrower, as designated by Borrower, or by other means

requested by Borrower and acceptable to Lender. Borrower does hereby irrevocably confirm, ratify and approve all such advances by Lender.

5.2. Discretionary Disbursements. Lender, in its sole and absolute discretion, may immediately upon notice to Borrower, disburse any or all proceeds of the Loan made or available to Borrower pursuant to this Agreement to pay any fees, costs, expenses or other amounts required to be paid by Borrower hereunder and not so paid. All monies so disbursed shall be a part of the Obligations, payable by Borrower on demand from Lender.

SECTION 6. SECURITY FOR THE OBLIGATIONS.

6.1. Security for Obligations. The Obligations are secured by the Collateral as provided in the Loan Documents.

6.2. Financing Statements. Borrower shall, at Lender's request, at any time and from time to time, execute and deliver to Lender such financing statements, amendments and other documents and do such acts as Lender deems necessary in order to establish and maintain valid, attached and perfected security interests in the Collateral in favor of Lender, free and clear of all Liens and claims and rights of third parties whatsoever, except Permitted Liens. Borrower hereby agrees that a photocopy or other reproduction of this Agreement is sufficient for filing as a financing statement, and Borrower authorizes Lender to file this Agreement as a financing statement in any jurisdiction.

6.3. Preservation of the Collateral. Lender may, but is not required, to take such actions from time to time as Lender deems appropriate to maintain or protect the Collateral. Lender shall have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action as Borrower shall reasonably request in writing which is not inconsistent with Lender's status as a secured party, but the failure of Lender to comply with any such request shall not be deemed a failure to exercise reasonable care; *provided, however*, Lender's responsibility for the safekeeping of the Collateral shall (a) be deemed reasonable if such Collateral is accorded treatment substantially equal to that which Lender accords its own property, and (b) not extend to matters beyond the control of Lender, including acts of God, war, insurrection, riot or governmental actions. Borrower shall have the sole responsibility for taking such action as may be necessary, from time to time, to preserve all rights of Borrower and Lender in the Collateral against prior or third parties.

6.4. Other Actions as to any and all Collateral. Borrower further agrees to take any other action reasonably requested by Lender to ensure the attachment, perfection and, subject to any Permitted Liens, priority of, and the ability of Lender to enforce, Lender's security interest in any and all of the Collateral. Borrower further agrees to indemnify and hold Lender harmless against claims of any Persons not a party to this Agreement concerning disputes arising over the Collateral.

SECTION 7. REPRESENTATIONS AND WARRANTIES.

To induce Lender to make the Loan, Borrower hereby warrants and represents to Lender that the following statements are, as of the Closing Date and as of the date each representation and warranty set forth herein (except to the extent specifically relating to a prior date) is required to be, or is deemed to be, remade pursuant hereto, true:

7.1. Borrowers' Organization and Name. Borrower is a non-profit corporation duly organized, existing and in good standing under the laws of the State of Ohio, and qualified to do business in the State of Ohio, with full and adequate power to carry on and conduct its business as presently

conducted. Borrower's Organizational Identification Number is 34957. The exact legal name of Borrower is as set forth in the first paragraph of this Agreement.

7.2. Authorization. Pursuant to the DIP Order and the approval of the Bankruptcy Court, Borrower has full right, power and authority to enter into this Agreement, to make the borrowings and execute and deliver the Loan Documents as provided herein and to perform all of its duties and obligations under this Agreement and the other Loan Documents to which Borrower is a party. The execution and delivery of this Agreement and the other Loan Documents will not, nor will the observance or performance of any of the matters and things herein or therein set forth, violate or contravene any provision of law or of the certificate of formation, operating agreement, or other organizational document of Borrower. All necessary and appropriate action has been taken on the part of Borrower to authorize the execution and delivery of this Agreement and the Loan Documents.

7.3. Validity and Binding Nature. This Agreement and the other Loan Documents to which Borrower is a party are the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

7.4. Consent; Absence of Breach. Upon entry of the DIP Order, the execution, delivery and performance of this Agreement, the other Loan Documents and any other documents or instruments to be executed and delivered by Borrower in connection with the Loan, and the borrowings by Borrower hereunder, do not and will not (a) require any consent, approval, authorization of, or filings with, notice to or other act by or in respect of, any governmental authority or any other Person (other than any consent or approval which has been obtained and is in full force and effect); (b) conflict with (i) any provision of law or any applicable regulation, order, writ, injunction or decree of any court or governmental authority, (ii) as applicable, the articles of incorporation or organization, certificate of formation, shareholders agreement, operating agreement, code of regulations, bylaws, or other organizational document of Borrower, or (iii) any material agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding upon Borrower or any of any Borrower's properties or assets, other than any such material agreement, indenture, instrument or other document arising from or relating to the Senior Obligations; or (c) require, or result in, the creation or imposition of any Lien on any asset of Borrower, other than Liens in favor of Lender created pursuant to this Agreement.

7.5. Ownership of Properties; Liens. Borrower is the sole owner of the Collateral, free and clear of all Liens, charges and claims (including infringement claims with respect to patents, trademarks, service marks, copyrights and the like), other than Permitted Liens, if any, and those disclosed to Lender.

7.6. Intentionally omitted.

7.7. Intellectual Property. Borrower owns and possesses or has a license or other right to use all Intellectual Property as is necessary for the conduct of the businesses of Borrower, without any infringement upon rights of others, which could reasonably be expected to have a Material Adverse Effect upon Borrower, and no material claim has been asserted and is pending by any Person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor does Borrower know of any valid basis for any such claim.

7.8. Lending Relationship. The relationship hereby created between Borrower and Lender is and has been conducted on an open and arm's length basis in which no fiduciary relationship exists, and Borrower has not relied and is not relying on any such fiduciary relationship in executing this Agreement

and in consummating the Loan. Lender represents that it will receive any Note payable to its order as evidence of a bank loan.

SECTION 8. AFFIRMATIVE COVENANTS.

8.1. Intentionally Omitted.

8.2. Credit Parties' Existence. Borrower shall at all times (a) preserve and maintain its existence and good standing in the jurisdiction of its organization, (b) preserve and maintain its qualification to do business and good standing in each jurisdiction where the nature of its business makes such qualification necessary, and (c) continue as a going concern in the business which Borrower is presently conducting, subject to such applicable orders as may be issued by the Bankruptcy Court.

8.3. Compliance with Laws. Borrower shall use the proceeds of the Loan for the purposes described in this Agreement and as directed in the DIP Order, and it will not act in contravention of any requirements of law and not in violation of this Agreement, and it shall comply in all respects, including the conduct of its business and operations and the use of its properties and assets, with all applicable laws, rules, regulations, decrees, orders, judgments, licenses and permits.

8.4. Payment of Taxes and Liabilities. Borrower shall pay and discharge, prior to delinquency and before penalties accrue thereon, all property and other taxes, and all governmental charges or levies against it or any of the Collateral, as well as claims of any kind which, if unpaid, could become a Lien on any of its property.

8.5. Maintain Property. Borrower shall at all times maintain, preserve and keep the Collateral in good repair, working order and condition, normal wear and tear excepted. Borrower shall permit Lender to examine and inspect the Collateral, at all reasonable times.

8.6. Notice of Event of Default or Material Adverse Effect. Borrower shall, promptly after the later of the commencement thereof or the time at which Borrower has knowledge thereof, give notice to Lender in writing of the occurrence of any Event of Default as defined in the DIP Order.

8.7. Environmental Matters. If any release or threatened release or other disposal of Hazardous Substances shall occur or shall have occurred on any real property or any other assets of Borrower, Borrower shall cause the prompt containment and removal of such Hazardous Substances and the remediation of such real property or other assets as necessary to comply with all Environmental Laws and to preserve the value of such real property or other assets.

8.8. Further Assurances. Borrower shall take such actions as are reasonably necessary or as Lender may reasonably request from time to time to ensure that the Obligations under the Loan Documents are secured by the Collateral, in each case as Lender may determine.

SECTION 9. Intentionally Omitted.

SECTION 10. Intentionally Omitted.

SECTION 11. EVENTS OF DEFAULT. Borrower, without notice or demand of any kind, shall be in default under this Agreement upon the occurrence of any of the events identified in the DIP Order as an Event of Default ("Event of Default").

SECTION 12. REMEDIES.

12.1. Remedies Generally. Upon the occurrence of an Event of Default, Lender shall have all rights, powers and remedies set forth in the DIP Order, the Loan Documents, in any written agreement or instrument (other than this Agreement or the other Loan Documents) relating to any of the Obligations, or any security therefor, as a secured party under the UCC or as otherwise provided at law or in equity. Upon the occurrence of an Event of Default, all commitments of Lender to Borrower shall immediately terminate and all Obligations shall be automatically due and payable, all without demand, notice or further action of any kind required on the part of Lender. Borrower hereby waives any and all presentment, demand, notice of dishonor, protest, and all other notices and demands in connection with the enforcement of Lender's rights under the Loan Documents, and hereby consents to, and waives notice of release, with or without consideration, of Borrower or any Collateral, notwithstanding anything contained herein or in the Loan Documents to the contrary.

12.2. Additional Remedies. Consistent with the DIP Order, Lender shall have the right and power to:

(a) instruct Borrower, at its own expense, to notify any parties obligated on any of the Collateral, to make payment directly to Lender of any amounts due or to become due thereunder, or Lender may directly notify such obligors of the security interest of Lender, and/or of the assignment to Lender of the Collateral and direct such obligors to make payment to Lender of any amounts due or to become due with respect thereto, and thereafter, collect any such amounts due on the Collateral directly from such Persons obligated thereon;

(b) enforce collection of any of the Collateral by suit or otherwise, or make any compromise or settlement with respect to any of the Collateral, or surrender, release or exchange all or any part thereof, or compromise, extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder;

(c) take possession or control of any proceeds and products of any of the Collateral, including the proceeds of insurance thereon;

(d) extend, renew or modify for one or more periods (whether or not longer than the original period) the Note, any other of the Obligations, any obligation of any nature of any other obligor with respect to the Note or any of the Obligations;

(e) grant releases, compromises or indulgences with respect to the Note, any of the Obligations, any extension or renewal of any of the Obligations, any security therefor, or to any other obligor with respect to the Note or any of the Obligations;

(f) make an election with respect to the Collateral under Section 1111 of the Bankruptcy Code or take action under Section 364 or any other section of the Bankruptcy Code; provided, however, that any such action of Lender as set forth herein shall not, in any manner whatsoever, impair or affect the liability of Borrower hereunder, nor prejudice, waive, nor be construed to impair, affect, prejudice or waive Lender's rights and remedies at law, in equity or by statute, nor release, discharge, nor be construed to release or discharge, Borrower, any guarantor or other Person liable to Lender for the Obligations; and

(g) at any time, and from time to time, accept additions to, releases, reductions, exchanges or substitution of the Collateral, without in any way altering, impairing, diminishing or affecting the provisions of this Agreement, the Loan Documents, or any of the other Obligations, or Lender's rights hereunder, under the Note or under any of the other Obligations.

12.3. Attorney-in-Fact. Borrower hereby irrevocably makes, constitutes and appoints Lender (and any officer of Lender or any Person designated by Lender for that purpose) as Borrower's true and lawful proxy and attorney-in-fact (and agent-in-fact) in Borrower's name, place and stead, with full power of substitution, to (i) take such actions as are permitted in this Agreement, (ii) execute such financing statements and other documents and to do such other acts as Lender may require to perfect and preserve Lender's security interest in, and to enforce such interests in the Collateral, and (iii) carry out any remedy provided for in this Agreement, including endorsing Borrower's name to checks, drafts, instruments and other items of payment, and proceeds of the Collateral, executing change of address forms with the postmaster of the United States Post Office serving the address of Borrower, changing the address of Borrower to that of Lender, opening all envelopes addressed to Borrower and applying any payments contained therein to the Obligations. Borrower hereby acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable. Borrower hereby ratifies and confirms all that such attorney-in-fact may do or cause to be done by virtue of any provision of this Agreement.

12.4. No Waiver. No Event of Default shall be waived by Lender except in writing. No failure or delay on the part of Lender in exercising any right, power or remedy hereunder shall operate as a waiver of the exercise of the same or any other right at any other time; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. There shall be no obligation on the part of Lender to exercise any remedy available to Lender in any order. The remedies provided for herein are cumulative and not exclusive of any remedies provided at law or in equity. Borrower agrees that in the event that Borrower fails to perform, observe or discharge any of its Obligations or liabilities under this Agreement or any other agreements with Lender, no remedy of law will provide adequate relief to Lender, and further agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

SECTION 13. MISCELLANEOUS.

13.1. Obligations Absolute. None of the following shall affect the Obligations of Borrower to Lender under this Agreement or Lender's rights with respect to the Collateral:

(a) acceptance or retention by Lender of other property or any interest in property as security for the Obligations;

(b) release by Lender of all or any part of the Collateral or any party liable with respect to the Obligations;

(c) release, extension, renewal, modification or substitution by Lender of any Note, or any note evidencing any of the Obligations; or

(d) failure of Lender to resort to any other security or to pursue Borrower or any other obligor liable for any of the Obligations before resorting to remedies against the Collateral.

13.2. Intentionally Omitted.

13.3. Entire Agreement. This Agreement and the other Loan Documents (i) are valid, binding and enforceable against Borrower and Lender in accordance with their respective provisions and no conditions exist as to their legal effectiveness; (ii) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof; and (iii) are the final expression of the intentions of Borrower and Lender subject to the terms and conditions of the DIP Order. This Agreement, together with the other Loan Documents and the DIP Order, supersedes all negotiations, representations, warranties, commitments, term sheets, discussions, negotiations, offers or contracts (of any kind or nature, whether oral or written) prior to or contemporaneous with the execution hereof with respect to any matter, directly or indirectly related to the terms of this Agreement and the other Loan Documents. This Agreement and the other Loan Documents are the result of negotiations among Lender, Borrower and the other parties thereto, and have been reviewed (or have had the opportunity to be reviewed) by counsel to all such parties, and are the products of all parties. Accordingly, this Agreement and the other Loan Documents shall not be construed more strictly against Lender merely because of Lender's involvement in their preparation.

13.4. Amendments; Waivers. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents shall in any event be effective unless the same shall be in writing and acknowledged by Lender, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13.5. WAIVER OF DEFENSES. BORROWER WAIVES EVERY PRESENT AND FUTURE DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT. PROVIDED LENDER ACTS IN GOOD FAITH, BORROWER RATIFIES AND CONFIRMS WHATEVER LENDER MAY DO PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

13.6. FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO OR IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF OHIO, AS APPROPRIATE. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO AND THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF OHIO FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. BORROWER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF OHIO. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

13.7. WAIVER OF JURY TRIAL. LENDER AND BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY,

VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH LENDER AND BORROWER ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

13.8. Assignability. This Agreement shall be binding upon Lender and Borrower and their respective legal representatives and successors. All references herein to Borrower shall be deemed to include any successors, whether immediate or remote.

13.9. Intentionally Omitted.

13.10. Confirmations. Borrower and Lender agree from time to time, upon written request received by it from the other, to confirm to the other in writing the aggregate unpaid principal amount of the Loan then outstanding under any Note.

13.11. Binding Effect. This Agreement shall become effective upon execution by Borrower and Lender following entry of the DIP Order. If this Agreement is not dated or contains any blanks when executed by Borrower, Lender is hereby authorized, without notice to Borrower, to date this Agreement as of the date when it was executed by Borrower, and to complete any such blanks according to the terms upon which this Agreement is executed.

13.12. Governing Law. This Agreement, the Loan Documents and any Note shall be delivered and accepted in and shall be deemed to be contracts made under and governed by the internal laws of the State of Ohio applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles, and, where applicable, by the provisions of title 11 of the United States Code.

13.13. Enforceability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall, as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

13.14. Survival of Borrower's Representations. All covenants, agreements, representations and warranties made by Borrower herein shall, notwithstanding any investigation by Lender, be deemed material and relied upon by Lender and shall survive the making and execution of this Agreement and the Loan Documents and the issuance of any Note, and shall be deemed to be continuing representations and warranties until such time as Borrower has fulfilled all of its Obligations to Lender, and Lender has been indefeasibly paid in full in cash. Lender, in extending financial accommodations to Borrower, is expressly acting and relying on the aforesaid representations and warranties.

13.15. Time of Essence. Time is of the essence in making payments of all amounts due Lender under this Agreement and in the performance and observance by Borrower of each covenant, agreement, provision and term of this Agreement.

13.16. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals thereof.

13.17. Notices. Except as otherwise provided herein, Borrower waives all notices and demands in connection with the enforcement of Lender's rights hereunder. All notices, requests, demands and other communications provided for hereunder shall be in writing and addressed as follows:

To Borrower: The Bellevue Hospital
Attn: Sara Brokaw, President
1400 W. Main Street
Bellevue, Ohio 44811
sbrokaw@bellevuehospital.com

With copy to: Allen Stovall Neuman & Ashton LLP
Attn: Richard Stovall
10 W. Broad St., Suite 2400
Columbus, Ohio 43215
stovall@asnalaw.com

To Lender: Firelands Regional Health System
Attn: Jeremy Normington-Slay
1111 Hayes Avenue
Sandusky, Ohio 44870
NorminJ@Firelands.com

With copy to: Dinsmore & Shohl, LLP
Attn: Ellen Arvin Kennedy
250 W. Main Street
Lexington, KY 40507
Ellen.kennedy@dinsmore.com

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this subsection. All notices addressed as above shall be deemed to have been properly given (i) if served in person, upon acceptance or refusal of delivery; (ii) if mailed by certified or registered mail, return receipt requested, postage prepaid, on the third (3rd) day following the day such notice is deposited in any post office station or letter box; or (iii) if sent by recognized overnight courier, on the first (1st) day following the day such notice is delivered to such carrier. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

13.18. Senior Obligations. Notwithstanding anything to the contrary herein or in any of the other Loan Documents, Lender's right, title and interest in and to the Collateral is subject to any Permitted Liens thereon securing any of the Senior Obligations.

13.19. Costs, Fees and Expenses. Subject to approval by the Bankruptcy Court, Borrower shall pay or reimburse Lender for all reasonable costs, fees and expenses incurred by Lender or for which Lender becomes obligated in connection with the collection of the Obligations or enforcement of this Agreement, the other Loan Documents and all other documents provided for herein or delivered or to be delivered hereunder or in connection herewith (including any amendment, supplement or waiver to any Loan Document), or during any workout, restructuring or negotiations in respect thereof, including reasonable consultants' fees and attorneys' fees and time charges of counsel to Lender, which shall also include attorneys' fees and time charges of attorneys who may be employees of Lender or any Affiliate of Lender, plus costs and expenses of such attorneys or of Lender; search fees, costs and expenses; and all taxes payable in connection with this Agreement or the other Loan Documents, whether or not the transaction contemplated hereby shall be consummated. In furtherance of the foregoing, Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Agreement, any Note and the other Loan Documents to be delivered hereunder, and agrees to save and hold Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses. That portion of the Obligations consisting of costs, expenses or advances to be reimbursed by Borrower to Lender pursuant to this Agreement or the other Loan Documents which are not paid on or prior to the date hereof shall be payable by Borrower to Lender on demand. If at any time or times hereafter Lender: (a) employs counsel for advice or other representation (i) with respect to this Agreement or the other Loan Documents, (ii) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend, or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit, or proceeding (whether instituted by Lender, Borrower, or any other Person) in any way or respect relating to this Agreement, the other Loan Documents or Borrower's business or affairs, or (iii) to enforce any rights of Lender against Borrower or any other Person that may be obligated to Lender by virtue of this Agreement or the other Loan Documents; (b) takes any action to protect, collect, sell, liquidate, or otherwise dispose of any of the Collateral; and/or (c) attempts to or enforces any of Lender's rights or remedies under the Agreement or the other Loan Documents, the costs and expenses incurred by Lender in any manner or way with respect to the foregoing, shall be part of the Obligations, payable by Borrower to Lender on demand.

13.20. Warrant of Attorney. Borrower authorizes any attorney at law to appear in the Courts as agreed in Section 13.6 hereof after the above indebtedness becomes due, whether by acceleration or otherwise, to waive the issuing and service of process, and to confess judgment against Borrower in favor of Lender for the amount then appearing due, including interest, late charges, collections costs, attorneys' fees and the like, together with costs of suit, and thereupon to waive and release all errors in said proceedings and judgments, and all petitions in error and rights of appeal from said judgments, and all stays of execution. Borrower waives any right to move any court for an order having any attorney or firm representing Lender removed or disqualified as counsel for Lender as a result of such attorney or firm confessing judgment against Borrower in accordance with this paragraph. Borrower expressly waives any conflicts of interest that may now or hereafter exist as a result of any attorney representing Lender confessing judgment against Borrower and expressly consents to any attorney representing Lender or to any other attorney to confess judgment against Borrower in accordance with this paragraph. Borrower further consents and agrees that Lender may pay any attorney confessing judgment against Borrower a reasonable fee for confessing judgment and that any such fees so paid may be included in the amount of such judgment.

IN WITNESS WHEREOF, Borrower and Lender have executed this Credit Agreement as of the date first above written.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

BORROWER:

THE BELLEVUE HOSPITAL

By: _____
Name: Sara Brokaw
Title: President

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of February, 2025, by Sara Brokaw, the President of The Bellevue Hospital, an Ohio non-profit corporation, on behalf of the corporation.

Printed Name: _____
Notary Public
My commission expires: _____

LENDER:

FIRELANDS REGIONAL HEALTH SYSTEM

By: _____
Name: _____
Title: _____

EXHIBIT B-2

REVOLVING NOTE

REVOLVING NOTE

\$1,500,000.00

Dated as of: February [____], 2025

This Revolving Note (this “Note”) is executed and delivered under and pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) by **THE BELLEVUE HOSPITAL**, an Ohio non-profit corporation (“Borrower”), in favor **FIRELANDS REGIONAL HEALTH SYSTEM**, an Ohio non-profit corporation (“Lender”). Capitalized terms not otherwise defined herein shall have the meanings provided in the Credit Agreement.

FOR VALUE RECEIVED, Borrower hereby promises to pay to the order of Lender, at the office of Lender or at such other place as Lender may from time to time designate to Borrower in writing:

(i) the principal sum of up to One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00) or, if different, from such amount, the unpaid principal balance of the Revolving Loans as may be due and owing under the Credit Agreement, payable in accordance with the provisions of the Credit Agreement, subject to acceleration upon the occurrence of an Event of Default under the Credit Agreement or earlier termination of the Credit Agreement pursuant to the terms thereof; and

(ii) interest on the principal amount of this Note from time to time outstanding until such principal amount is paid in full at the Interest Rate in accordance with the provisions of the Credit Agreement. In no event, however, shall interest exceed the maximum interest rate permitted by law. Upon and after the occurrence of an Event of Default, and during the continuation thereof, interest shall be payable at the Default Rate.

This Note is the Note referred to in the Credit Agreement and is secured, *inter alia*, by the liens granted pursuant to the Credit Agreement and the other Loan Documents, is entitled to the benefits of the Credit Agreement and the other Loan Documents and is subject to all of the agreements, terms and conditions therein contained.

This Note may be voluntarily prepaid, in whole or in part, on the terms and conditions set forth in the Credit Agreement.

If any Event of Default shall occur under the Credit Agreement or any of the Loan Documents, then this Note may, as provided in the Credit Agreement, be declared to be immediately due and payable, together with reasonable attorneys’ fees, if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof, as provided in the Credit Agreement.

This Note shall be construed and enforced in accordance with the laws of the State of Ohio, without regard to conflicts of law principles, and, where applicable, by the provisions of Title 11 of the United States Code. Wherever possible, each provision of the Credit Agreement and this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if

any provision of the Credit Agreement or this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of the Credit Agreement or this Note.

Borrower expressly waives any presentment, demand, protest, notice of protest, or notice of any kind except as expressly provided in the Credit Agreement.

BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS NOTE, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH LENDER AND BORROWER ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

Borrower authorizes any attorney at law to appear in the Courts as agreed in Section 13.6 of the Credit Agreement after the above indebtedness becomes due, whether by acceleration or otherwise, to waive the issuing and service of process, and to confess judgment against Borrower in favor of Lender for the amount then appearing due, including interest, late charges, collections costs, attorneys' fees and the like, together with costs of suit, and thereupon to waive and release all errors in said proceedings and judgments, and all petitions in error and rights of appeal from said judgments, and all stays of execution. Borrower waives any right to move any court for an order having any attorney or firm representing Lender removed or disqualified as counsel for Lender as a result of such attorney or firm confessing judgment against Borrower in accordance with this paragraph. Borrower expressly waives any conflicts of interest that may now or hereafter exist as a result of any attorney representing Lender confessing judgment against Borrower and expressly consents to any attorney representing Lender or to any other attorney to confess judgment against Borrower in accordance with this paragraph. Borrower further consents and agrees that Lender may pay any attorney confessing judgment against Borrower a reasonable fee for confessing judgment and that any such fees so paid may be included in the amount of such judgment.

[Signature Page Follows.]

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

BORROWER:

THE BELLEVUE HOSPITAL

By: _____
Name: Sara Brokaw
Title: President

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of February, 2025, by Sara Brokaw, the President of The Bellevue Hospital, an Ohio non-profit corporation, on behalf of the corporation.

Printed Name: _____
Notary Public
My commission expires: _____

[Signature Page to Revolving Note]

EXHIBIT B-3

SECURITY AGREEMENT

SECURITY AGREEMENT

This Security Agreement (this “Agreement”), dated as of February __, 2025 (the “Effective Date”), is entered into by and among **THE BELLEVUE HOSPITAL**, an Ohio non-profit corporation (“Debtor”), whose address is 1400 W. Main Street, Bellevue, Ohio 44811, and **FIRELANDS REGIONAL HEALTH SYSTEM**, an Ohio non-profit corporation (“Secured Party”), whose office is located at 1111 Hayes Avenue, Sandusky, Ohio 44870. Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, and hereby assigns to Secured Party as collateral, all of the “Collateral”, as defined in Section 2. Debtor and Secured Party hereby further agree as follows:

1. OBLIGATIONS. The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the “Obligations”, as that term is defined in the Credit Agreement dated of even date herewith by and among Debtor and Secured Party (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the “Credit Agreement”).

2. COLLATERAL. The collateral in which a security interest is hereby granted comprises all of the assets and personal property, tangible and intangible, of Debtor, whether now owned or existing or hereafter arising or acquired, regardless of where any such assets and property are located, including all of Debtor’s rights, titles and interests in and to the following, whether now owned or existing or hereafter arising or acquired, regardless of where any such assets and property are located (all of such assets and property and all of the below described assets and property being, collectively, the “Collateral”):

(a) all Accounts, all Inventory, all Equipment, all General Intangibles, and all Investment Property (each as defined in Section 3);

(b) without limiting the description of the property or any rights or interests in the assets and property described above in this definition of Collateral, twenty-five (25) units in The Firelands Bellevue Real Estate Holding Company, LLC and twenty-five units (25) units in The Firelands Bellevue Urgent Care Operating Company, LLC;

(c) without limiting the description of the property or any rights or interests in the assets and property described above in this definition of Collateral, all goods, deposit accounts, instruments, chattel paper (including tangible chattel paper and electronic chattel paper), documents, domain names, securities, money, cash, letters of credit, letter-of-credit rights, promissory notes, warrants, dividends, distributions, the commercial tort claims listed on Schedule A attached to this Agreement, if any, contracts, agreements, contract rights and other property owned by Debtor or in which Debtor has any rights or an interest, including those which are now or hereafter in the possession or control of Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same, all rights to payment from, and all claims against Secured Party, and any deposit accounts of Debtor with Secured Party, including all demand, time, savings, passbook or other accounts and all deposits therein, all as-extracted collateral, leases, lease contracts, lease agreements, and proceeds of a letter of credit;

(d) without limiting the description of the property or any rights or interests in the assets and property described above in this definition of Collateral, all supporting obligations; and

(e) all products and cash proceeds and noncash proceeds (including all rents, revenues, issues, and profits arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any and all of the assets and property described above in this definition of Collateral or any interest therein) of any and all of the assets and property described above in this definition of Collateral, and all additions, accessions, attachments, parts, appurtenances and improvements to, replacements and substitutions of, and all supporting obligations for, guaranties of, insurance or condemnation proceeds of, and documents covering, the assets and property described above in this definition of Collateral, all sales of Accounts, all tort or other claims against third parties arising out of damage or destruction of property described above in this definition of Collateral, and all property received wholly or partly in trade or exchange for property described above in this definition of Collateral.

3. DEFINITIONS. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. As used herein, the following capitalized terms will have the following meanings:

(a) “Accounts” means all accounts, accounts receivable, healthcare insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, tax refunds from foreign, federal, state or local governments and all obligations in any form including those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of credit and other security and supporting obligations for any of the above; all merchandise returned to or reclaimed by Debtor; all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or Person licensed to operate such game by a governmental unit and all rights to payment therefrom and all “accounts”, as the same is now or hereafter defined in the Ohio UCC (as hereafter defined).

(b) “Equipment” means all goods (other than Inventory, farm products or consumer goods), machinery, machine tools, equipment, fixtures, office equipment, furniture, furnishings, motors, motor vehicles, tools, dies, parts, jigs (including each of the items of equipment set forth on any schedule which is either now or in the future attached to Secured Party’s copy of this Agreement), and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, all supplies used or useful in connection therewith, and all “equipment”, as the same is now or hereafter defined in the Ohio UCC.

(c) Intentionally Omitted.

(d) “General Intangibles” means all general intangibles (including Debtor’s Ownership Interests in any Subsidiaries of Debtor, to the extent such Ownership Interests constitute general intangibles), choses in action, causes of action, obligations or indebtedness owed to Debtor from any source whatsoever, payment intangibles, software and all other intangible personal property of every kind and nature (other than Accounts) including patents, trademarks, trade names, service marks, copyrights, patent applications, trademark or service mark applications, copyright

applications and goodwill, trade secrets, licenses, franchises, rights under agreements, tax refund claims, insurance refunds, insurance refund claims, pension plan refunds, pension plan reversions, and all books and records including all computer programs, disks, tapes, printouts, customer lists, credit files and other business and financial records, the equipment containing any such information, and all “general intangibles”, as the same is now or hereafter defined in the Ohio UCC.

(e) “Inventory” means all goods (other than Equipment, farm products or consumer goods), supplies, wares, merchandises and other tangible personal property, including goods in transit, raw materials, work in process, supplies and components, and finished goods, whether held for sale or lease, or furnished or to be furnished under any contract for service, or used or consumed in business, and also including products of and accessions to inventory, packing and shipping materials, all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all “inventory”, as the same is now or hereafter defined in the Ohio UCC.

(f) “Investment Property” means all securities (including Capital Securities in any Subsidiaries of Debtor owned by Debtor, to the extent such Capital Securities constitute securities), whether certificated or uncertificated, financial assets, security entitlements, securities accounts, commodity contracts or commodity accounts; and all “investment property”, as the same is now or hereafter defined in the Ohio UCC.

(g) “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

All of the uncaptialized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. REPRESENTATIONS AND WARRANTIES; COVENANTS.

4.1 Representations and Warranties. To induce Secured Party to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor hereby represents and warrants to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) Debtor is a not-for-profit corporation with its chief executive office and mailing address located at the address set forth on Schedule B and is organized and validly existing in the State set forth on Schedule B, with an organizational number as set forth on Schedule B. Debtor further warrants that its exact legal name is set forth in the first paragraph of this Agreement. Debtor’s federal tax identification number is as set forth on Schedule B. Schedule B attached to this Agreement lists, as of the Effective Date, the location of any and all of the Collateral that consists of any tangible personal property except (i) to the extent certificates or instruments, if any, representing Collateral are in the possession of Secured Party, (ii) Inventory in transit within the

continental United States, and (iii) motor vehicles in transit within the continental United States in the ordinary course of Debtor's business;

(b) Debtor is, and as to any property which at any time forms a part of the Collateral, shall be, the owner of each and every item of the Collateral (exclusive of that property for which Debtor has only a leasehold estate), or otherwise has the right to grant a security interest in the Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(c) Debtor has the right to grant the security interest hereby granted;

(d) All trade names, assumed names, fictitious names and other names used by Debtor during the five year period preceding the date of this Agreement are set forth on Schedule B, and Debtor has not, during the preceding five year period, except as may be set forth on Schedule B, acquired any of its assets in any bulk transfer;

(e) Except as set forth on Schedule A, Debtor has no rights, titles or interests in, or with respect to, any investment property, deposit accounts, letters of credit issued for the benefit of Debtor, electronic chattel paper, or any instruments, including promissory notes, except checks received in the ordinary course of business in payment of Accounts; and

(f) Intentionally omitted.

5. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact: (a) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements reflecting Secured Party's security interest in the Collateral and any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein; (b) to execute and/or authenticate, after Debtor's failure to so act after Secured Party's reasonable written request therefor, any third party agreements or assignments to grant Secured Party control over the Collateral (to the extent control is necessary to perfect Secured Party's security interest in such Collateral), including third party agreements between Debtor, Secured Party, and depository institutions, securities intermediaries, and issuers of letters of credit or other supporting obligations which third party agreements direct the third party to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof; and (c) to issue, without further consent of Debtor upon the occurrence and during the continuance of an Event of Default, all (i) instructions to any bank at which any deposit account is maintained with respect to all existing or future funds held in such deposit account and (ii) exclusive entitlement orders to all securities intermediaries with respect to all existing or future investment property held in any securities account maintained by such securities intermediary. It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 7(k) of this Agreement.

6. DEFAULT.

(a) After the occurrence and during the continuance of an Event of Default:

(i) Secured Party may, pursuant to orders of the Bankruptcy Court for the Northern District of Ohio overseeing the bankruptcy case of Borrower, pursue the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code, including the right (A) to enter any premises of Debtor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; (B) to ship, reclaim, recover, store, finish, maintain and repair the Collateral; and (C) to sell the Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations (other than contingent indemnification obligations which survive termination of the Credit Agreement for which Secured Party has not made a claim), only when they are actually received by Secured Party. Any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition; and

(ii) Debtor will, upon written request, assemble the Collateral and any records pertaining thereto and make them available at a place reasonably designated by Secured Party; and

(b) No remedy set forth herein is exclusive of any other available remedy or remedies with respect to the occurrence and during the continuance of an Event of Default, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Moreover, Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to, (i) clean up or otherwise prepare any of the Collateral for sale, (ii) pursue any Person to collect any of the Obligations, or (iii) exercise collection remedies against any Persons obligated on the Collateral. Secured Party's compliance with applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code, in connection with a disposition of any or all of the Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Collateral under the Uniform Commercial Code.

7. GENERAL PROVISIONS.

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents to which Debtor is a party contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures

or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(d) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles) and, where applicable, title 11 of the United States Code.

(e) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(f) Debtor hereby authorizes Secured Party to file a copy of this Agreement as a financing statement with government authorities to the extent necessary to perfect Secured Party's security interest in the Collateral. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction, to the extent necessary to perfect Secured Party's security interest granted hereunder, any initial financing statements and amendments thereto that (i) indicate the Collateral (A) as all assets of Debtor, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, and (B) as being of an equal or lesser scope or with greater detail, and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including if Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any creditor, landlord or any other Person as may be necessary under applicable laws to evidence, protect, perfect, or, after the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Collateral.

(g) Secured Party shall have no duty of care with respect to the Collateral except that Secured Party shall exercise reasonable care with respect to the Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (g) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor, or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(h) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As

used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

(i) SECURED PARTY AND DEBTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party’s judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party’s judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(k) This Agreement will terminate (“Termination”) on the later to occur of: (i) the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor) and (ii) the termination of all commitments to extend credit and other obligations of Secured Party under the Credit Agreement. Upon such Termination, Secured Party will, promptly at Debtor’s expense, (A) execute and deliver to Debtor a release of the Lien granted to Secured Party hereunder on the Collateral and (B) deliver UCC termination statements with respect to the Lien granted to Secured Party hereunder on the Collateral.

(l) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, Secured Party’s right, title and interest in and to the Collateral is subject to any Permitted Liens thereon securing any of the Senior Obligations.

[Signature Page Follows.]

This Security Agreement is made and dated as of the Effective Date.

DEBTOR:

THE BELLEVUE HOSPITAL

By: _____

Name: Sara Brokaw

Title: President

SECURED PARTY:

FIRELANDS REGIONAL HEALTH SYSTEM

By: _____

Name: _____

Title: _____

SCHEDULE A

Commercial Tort Claims: [None]

Investment Property: [None]

Electronic Chattel Paper: [None]

Instruments (including Promissory Notes): [None]

Deposit Accounts: [None]

Letters of Credit: [None]

Restrictions: [None]

Schedule B

I. Debtor's Organizational Identification Number and State of Formation or Organization:

☐

II. Debtor's Federal Tax Identification Number:

☐

III. Debtor's Chief Executive Office and Mailing Address:

☐

IV. Debtor's Offices or Locations Where any Collateral is Located:

☐

V. Trade Names, Assumed Names and Fictitious Names:

A. Currently in Use: ☐

B. Used During Last Five Years but not Currently in Use: ☐

VI. Assets Acquired in Bulk Transfer:

☐

EXHIBIT B-4

MORTGAGE

OPEN-END MORTGAGE,
SECURITY AGREEMENT AND FIXTURE FILING

This Open-End Mortgage, Security Agreement and Fixture Filing ("Mortgage"), is made this [] day of February, 2025, by **THE BELLEVUE HOSPITAL**, an Ohio non-profit corporation, whose address is 1400 W. Main Street, Bellevue, Ohio 44811 ("Mortgagor"), in favor of **FIRELANDS REGIONAL HEALTH SYSTEM**, an Ohio non-profit corporation, whose address is 1111 Hayes Avenue, Sandusky, Ohio 44870 ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagee has this date made to Mortgagor a loan in the principal amount of \$1,500,000.00 ("Loan"), pursuant to that certain Credit Agreement between Mortgagor and Mortgagee of even date herewith ("Credit Agreement"). The Loan is evidenced by a Promissory Note of even date herewith from Mortgagor in favor of Mortgagee in the amount of the Loan (the "Note"). Reference to said Note is hereby made to the same extent as if it is set forth in full herein. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

NOW, THEREFORE, to secure the payment, performance and observance of all of the covenants and conditions in the Note and Loan Documents and any extensions or renewals thereof, as they may be modified, amended or supplemented at any time and from time to time, and in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, Mortgagor does hereby execute and deliver this Mortgage, and hereby grants, bargains, sells, mortgages and warrants, encumbers, releases, conveys, assigns, transfers, hypothecates, pledges, sets over, and grants a security interest unto Mortgagee, its successors and assigns forever, all of the estate, title and interest of Mortgagor in and to the following:

(a) Land. Any and all present estates or interest of Mortgagor in the real property described on Exhibit A attached hereto and made a part hereof and incorporated herein by reference, together with all Mortgagor's rights in and to any and all easements, rights-of-way, sidewalks, strips and gores of land, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, waters, water courses, water rights, minerals (including but not limited to coal), gas and oil rights, all as-extracted collateral (as such

term is defined in the Uniform Commercial Code as in effect in the state in which the Land is located), and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, the "Land");

(b) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(c) Personal Property. All equipment, chattels, goods, machinery, inventory, furniture, fixtures, building and other materials, supplies and other tangible personal property of every nature now owned or hereafter acquired by Mortgagor and located on or used, intended for use, or usable in the construction, development and operation of the Land and Improvements, together with all accessories thereto, replacements and substitutions therefor and proceeds thereof, including, without limitation, any such property which may be deemed fixtures under the Uniform Commercial Code (collectively, the "Personal Property");

(d) Insurance Proceeds. All proceeds in respect of the Land, Improvements and Personal Property under any insurance policies, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the same;

(e) Condemnation Awards. All awards, including interest thereon, which may heretofore and hereafter be made with respect to the Land, Improvements and Personal Property by reason of condemnation, whether from the exercise of the right of eminent domain including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right, or for a change of grade, or for any other injury to or decrease in the value of the same;

(f) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Land, Improvements and Personal Property as a result of tax certiorari or any applications or proceedings for reduction;

(g) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Land, Improvements and Personal Property and to commence any action or proceeding to protect the interest of Mortgagee in the same;

(h) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and

any Improvements or any business or activity conducted on the Land and any part thereof, and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder;

(i) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in subsections (a) through (h) above.

(Hereinafter the items set forth in subsections (a) and (b) above shall collectively be referred to as the “Mortgaged Premises”, and the items set forth in subsections (c) through (i) above shall collectively be referred to as the “Collateral”).

TO HAVE AND TO HOLD the Mortgaged Premises and Collateral, and all other properties hereinabove granted to Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject however to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that, if Mortgagor shall pay or cause to be paid to Mortgagee the principal, interest and other charges provided in the Note and this Mortgage and the other Loan Documents, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all the covenants and promises in the Note and in this Mortgage expressed and the other Loan Documents to be kept, performed and observed, then the Mortgaged Premises and the Collateral hereby granted, bargained, sold, remised, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, determine and be void but shall otherwise remain in full force and effect.

AND, Mortgagor covenants and agrees with Mortgagee that:

ARTICLE I. PARTICULAR COVENANTS OF MORTGAGOR

1.1 Performance of Note and Mortgage and the other Loan Documents. Mortgagor will perform, observe and comply with all provisions of the Note and this Mortgage and the other Loan Documents secured hereby and will duly and timely pay, without relief from any valuation or appraisal law, to Mortgagee the sum of money expressed in the Note with interest thereon and all other sums required to be paid by Mortgagor pursuant to the provisions of the Note and this Mortgage and the other Loan Documents, all without any deductions or credit for taxes or other similar charges paid by Mortgagor.

1.2 Warranties and Representations. Mortgagor hereby covenants with and represents and warrants to Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Premises in fee simple; that Mortgagor has full power and lawful right to convey the same as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Mortgaged Premises and every part thereof; that Mortgagor will make such further assurances to perfect the fee simple title to the Mortgaged Premises and Mortgagee, as may be

reasonably required; that the Mortgaged Premises is not subject to any liens in favor of any private or governmental entity other than Permitted Liens; and that Mortgagor does hereby fully warrant the title to the Mortgaged Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever, except for those matters set forth on the title commitment previously delivered to Mortgagee and as approved by Mortgagee, and the Permitted Liens.

1.3 Other Taxes, Liens and Utility Charges. Mortgagor will, as permitted by the Bankruptcy Court, pay promptly, when and as due, all charges for utilities, whether public or private, and will promptly exhibit to Mortgagee, upon reasonable request, receipts for the payment of all taxes, assessments, water and sewer charges, dues, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Premises and the Collateral, or any part thereof, or upon the interest of Mortgagor in the Mortgaged Premises (other than any of the same for which provision has been made in Paragraph 1.3 of this Article I), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon Mortgagor in respect of the Mortgaged Premises and the Collateral or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Premises and the Collateral prior to or equal to the lien of the Mortgage for any amounts secured hereby or which would have priority or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Premises and the Collateral or any part thereof.

1.4 Prohibition Against Liens. Subject to any Permitted Liens, Mortgagor will not suffer any mechanic's, laborer's, statutory or other liens, or any mortgage or other lien which might or could be prior to, equal to, or subordinate to the lien of this Mortgage to be created or to remain outstanding upon any of the Mortgaged Premises.

1.5 Insurance. Mortgagor will, at its expense, keep the Mortgaged Premises and the Collateral owned by it, adequately insured at all times against such risks as are customarily insured against by entities engaged in similar businesses. Without limiting the foregoing, Mortgagor will (a) keep the Mortgaged Premises and the Collateral fully insured against fire, theft and extended coverage risks (all hazards included within the term "all risks coverage"), and if the Mortgaged Premises are determined to be in a flood plain or flood prone area, flood insurance, in an amount sufficient to prevent Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable insurance policies and in any event not less than one hundred percent (100%) of the full replacement value (actual replacement value without deduction for physical depreciation, but exclusive of the cost of excavation, footings, foundation and underground utilities) thereof; provided, however, in no event less than the then outstanding principal amount of the Note; (b) maintain all such workers' compensation or similar insurance as may be required by law, (c) maintain business interruption insurance coverage equal to or greater than six (6) months of income from the Mortgaged Premises and Collateral; (d) maintain personal property insurance in an amount as Mortgagee shall reasonably request; and (e) maintain general public liability insurance in respect of the Mortgaged Premises and the Collateral against claims for personal and bodily injury, death or property damage occurring, in or about the Mortgaged Premises and the

Collateral and liability insurance covering the operations of Mortgagor conducted on or about the Mortgaged Premises and the Collateral in an amount as is reasonably acceptable to Mortgagee. All policies of insurance shall be placed with insurance companies satisfactory to Mortgagee and shall have attached thereto the standard form of Mortgagee clause, without contribution, in favor of Mortgagee and be delivered to and be held by Mortgagee, which policy shall provide that no cancellation, modification, termination or lapse thereof shall be effective until at least thirty (30) days after receipt by Mortgagee of written notice thereof. This Mortgage shall operate as an assignment to Mortgagee of said policies, whether delivered or not. Mortgagor shall provide evidence of fully paid insurance policies at least fifteen (15) days prior to the expiration date of any insurance policy(ies). Upon the failure of Mortgagor to provide the aforesaid insurance, Mortgagee shall have the option (but not the duty) to procure and maintain such insurance or a Mortgagee interest policy without notice to Mortgagor. Any sums so expended by Mortgagee shall at once become indebtedness owing from Mortgagor to Mortgagee and shall immediately become due and payable by Mortgagor with interest thereon, to the extent legally enforceable. If Mortgagee acquires title to the Mortgaged Premises by foreclosure proceedings or otherwise, any unearned premiums on any hazard insurance covering the Mortgaged Premises are hereby assigned to and shall belong to Mortgagee. If at any time during the term of this Mortgage, any insurance policies shall be cancelled and returned premiums available, these returned premiums shall be retained by Mortgagee to the extent required to reimburse Mortgagee for any sums advanced by Mortgagee to purchase insurance required by this Section and the balance may be used by Mortgagee to satisfy any other defaults by Mortgagor hereunder. Any rights of Mortgagee to any insurance proceeds shall in no way be affected or impaired by reason of the fact that Mortgagee may have instituted foreclosure proceedings hereunder. Upon an Event of Default hereunder and demand by Mortgagee, Mortgagor shall pay to Mortgagee an amount each month equal to one-twelfth (1/12th) of the annual premium due for all such insurance. Such payment shall be added to the Funds (as provided in Section 1.3 hereof) and be applied to pay such insurance premiums when they shall become due and payable.

1.6 Distribution of Insurance Proceeds.

(a) Total Loss. In the event of any total loss (75% or more), of the full replacement value of the then Mortgaged Premises and Collateral not previously released from this Mortgage, Mortgagor shall give immediate written notice to Mortgagee, and Mortgagee may, but is not obligated to, make proof of loss if not made promptly by Mortgagor. Subject to the rights of the holder(s) of the Senior Obligations, any proceeds received from any policy of insurance shall be due Mortgagee and applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage. Should said proceeds exceed the balance due on the Note and the other Loan Documents, any such excess shall be repaid to Mortgagor. Should said proceeds be less than the balance due on the Note, any deficiency shall be paid by Mortgagor to Mortgagee within sixty (60) days of demand by Mortgagee, or otherwise when ordered by the Bankruptcy Court. Each insurance carrier is hereby authorized and directed to make payment for such loss to Mortgagor and Mortgagee jointly. Mortgagee's

right to payment of insurance proceeds shall exist whether or not any such loss results in any impairment to the security of Mortgagee.

(b) Partial Loss. In the event of any partial loss under any of said policies of insurance covering the Mortgaged Premises and the Collateral where such loss is less than 75% of the full replacement value of the then Mortgaged Premises and Collateral not previously released from this Mortgage, Mortgagor shall give immediate written notice to Mortgagee, and Mortgagee may, but is not obligated to, make proof of loss if not made promptly by Mortgagor. Subject to the rights of the holder(s) of the Senior Obligations, any proceeds received from any policy of insurance shall be paid to Mortgagee and applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage, provided, however, if (i) Mortgagor desires to restore the Mortgaged Premises and Collateral to its prior good condition, (ii) Mortgagor is not in default hereunder, (iii) the loan to value ratio of the Mortgaged Premises and Collateral as restored will not be more than 75% (as may be determined by independent appraisal satisfactory to Mortgagee completed at Mortgagor's expense), and (iv) any funds in excess of insurance proceeds necessary to complete the restoration work in accordance with plans and specifications and budgets as approved by Mortgagee shall have been deposited by Mortgagor with Mortgagee, then the insurance proceeds shall be held by Mortgagee for restoration of the Mortgaged Premises and the Collateral. Subject to the rights of the holder(s) of the Senior Obligations, Mortgagee shall disburse so much of the proceeds to Mortgagor as restoration progresses, equal to the cost of said restoration, and subject to reasonable conditions, including the right of Mortgagee to withhold up to ten percent (10%) of said amount until completion, and the expiration of the period within which mechanic's and materialmen's liens may be filed or until the receipt of satisfactory evidence that no liens exist. Should the insurance proceeds be less than the sum required to complete said restoration, Mortgagor shall deposit the difference with Mortgagee, and its failure to do so shall constitute default hereunder. Upon payment of such sum to Mortgagee, the same shall be held by Mortgagee in a mutually acceptable interest-bearing account until disbursement. Should said proceeds, including the interest payable thereon, exceed the cost of completing said restoration, any balance remaining shall be repaid to Mortgagor. Mortgagor shall pay to Mortgagee any reasonable expenses incurred by Mortgagee in making such disbursements and reasonable building inspections. Mortgagor agrees to execute such further assignments of such proceeds and rights of action as Mortgagee may require.

(c) Applicable to Partial and Total Loss. In the event of either a partial or total loss, as described above, all proceeds and rights of action are hereby assigned to Mortgagee, subject to the rights of the holder(s) of the Senior Obligations. At its option, in its own name, Mortgagee shall be entitled to commence, appear in and prosecute any action or proceedings or to make any compromise or settlement in connection with any such loss. The payment to Mortgagee of such insurance proceeds shall not cure or waive any default or notice of default hereunder. Notwithstanding such total or partial loss, all payments under the Note and the other Loan Documents shall be made without reduction,

modification or interruption and all applicable terms and conditions of this Mortgage shall be applicable to Mortgagor without modification or interruption.

1.7 Good Condition and Repair. Mortgagor shall keep the Mortgaged Premises and the Collateral in good condition and repair and shall comply with all laws, ordinances, and regulations of all public authorities relating to the Mortgaged Premises and the Collateral, comply with all easements, declarations, covenants and any other private agreements imposing duties or obligations on owners or occupants of the Mortgaged Premises, and shall not suffer any waste to be committed thereon nor remove or demolish any building. Mortgagor shall permit Mortgagee to enter upon the Mortgaged Premises and inspect the Mortgaged Premises and Collateral at all reasonable hours and without prior notice. Mortgagor shall comply with the provisions of any lease if this Mortgage is on a leasehold. Mortgagor shall not cause or permit any improvements to be materially altered or changed without the prior written consent of Mortgagee to the proposed action, as well as Mortgagee's prior written consent to the plans and specifications relating thereto. Mortgagor shall not consent to any subdivision of the Mortgaged Premises or any zoning change or variance affecting the Mortgaged Premises without the prior written consent of Mortgagee.

1.8 Condemnation. In the event any of the Mortgaged Premises or the Collateral, or any part thereof, shall be damaged or taken by reason of any public improvement or condemnation proceedings, subject to the rights of the holder(s) of the Senior Obligations, Mortgagor agrees that such proceeds or awards shall be payable to Mortgagee to be applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage. Should said proceeds exceed the balance due on the Note and the other Loan Documents, any such excess shall be repaid to Mortgagor. All such proceeds and rights of action are hereby assigned to Mortgagee, subject to the rights of the holder(s) of the Senior Obligations, and Mortgagee shall be entitled, along with Mortgagor, to commence, appear in and prosecute any action or proceedings or to make any compromise or settlement in connection with any such taking or damage. Mortgagor agrees to execute such further assignments of any such proceeds and rights of action as Mortgagee may require.

1.9 No Acquisition or Disposition of Personal Property. Mortgagor will not make, suffer or permit, without the prior written consent of Mortgagee, any sale, purchase, conditional sale, transfer, lease or agreement under which title is reserved in the vendor, of any fixtures, apparatus, machinery, equipment or personal property comprising the Collateral, except in the ordinary course of business and if replaced with like-kind Collateral.

1.10 Protection of Mortgaged Premises and Collateral. Mortgagor will from time to time execute and deliver all such supplements and amendments hereto (including financing statements and continuation statements) and other instruments, and will take such other action, as Mortgagee reasonably requests and reasonably deems necessary or advisable to (a) grant to Mortgagee all of the Mortgaged Premises and the Collateral, as security; (b) maintain or preserve the lien of the Mortgage or carry out more effectively the purposes hereof; and (c) preserve and defend title to the Mortgaged Premises and the Collateral and the rights of Mortgagee therein against the claims of all persons and parties, other than the holders of Permitted Liens.

1.11 Affirmative Covenants of Mortgagor. Mortgagor covenants and agrees that during the term of this Mortgage, and until all of the principal amount and interest due on the Note, the other Loan Documents and all other amounts due hereunder shall have been duly paid in full, and except as specifically hereinafter provided to the contrary, it will, unless Mortgagee shall otherwise consent in writing:

(a) Leases. Timely perform and observe all terms, covenants, conditions and agreements contained in any lease or leases now or hereafter affecting the Mortgaged Premises (“Leases”) or any portion thereof which are required to be observed and performed by Mortgagor.

(b) Expenses. Subject to approval of the Bankruptcy Court, pay or reimburse Mortgagee, upon demand therefor, for all reasonable attorneys’ fees, costs and expenses incurred by Mortgagee in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as a party plaintiff or defendant, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or the Mortgaged Premises, including, but not limited to any action to protect the security hereof; and any such amount paid by Mortgagee shall be added to the indebtedness secured by the lien of the Mortgage.

(c) Books, Records, Accounts. Keep and maintain proper and adequate books, records and accounts reflecting all items of income and expense, including all supporting facts relating to the operation of the Mortgaged Premises and the Collateral. Mortgagee shall have the right from time to time, at all times during normal business hours, to examine all such records, books and accounts on the Mortgaged Premises, or at such other place or with such other person or entity maintaining such books, records and accounts and to make copies or abstracts thereof as Mortgagee shall desire. With respect to the Mortgaged Premises and the Collateral, Mortgagor will, upon Mortgagee’s request, from time to time furnish to Mortgagee operating statements, rent rolls and reports in form and content reasonably requested by Mortgagee.

(d) Additional Indebtedness. Subject to approval of the Bankruptcy Court, Mortgagor agrees to pay or reimburse Mortgagee, upon demand therefor, for any and all losses, damages, costs, expenses, fees, duties, taxes (except Federal Income Taxes), penalties, assessments of other charges (“Liabilities”) at any time suffered by, imposed upon, assessed or levied against the Mortgaged Premises or Mortgagee by any governmental authority or agency relating to, arising from or in connection with the execution and delivery of the Note, Loan Documents and the recording of this Mortgage, including, but not limited to, liabilities arising from any applicable law or statute relating to the making of the Loan, the perfection of the security documents or the enforcement thereof. Any such Liability so incurred or paid by Mortgagee shall constitute an additional indebtedness secured by this Mortgage. Mortgagor shall pay for the cost of recording any release or partial release(s) of this Mortgage.

(e) Transfer and Encumbrance. Mortgagor shall not make, create or suffer to be made or created, any sale, transfer, conveyance, lease or assignment of the Mortgaged Premises, or any interest therein. Any change whatsoever in the legal or beneficial ownership of any Mortgagor which changes the identity of the person or persons or entity having direct or indirect controlling interest in any such Mortgagor shall not be made, created or suffered.

1.12 Wetlands. Mortgagor hereby covenants and represents that, (a) to the best of Mortgagor's knowledge, it is in compliance with all federal laws relating to "Wetlands" as defined in 33 C.F.R. 328.3, as hereinafter amended, and in any comparable state and/or local law, statute or ordinance, rule or regulation pertaining to such Wetlands, and (b) Mortgagor shall not perform or cause to be performed any excavation or fill activity or other acts which would in any way destroy, eliminate, alter, obstruct, interfere with or otherwise affect any Wetlands.

1.13 ADA. Mortgagor hereby covenants and represents that (a) to the best of its knowledge, it is in compliance with the Americans With Disabilities Act ("ADA") and all rules and regulations pertaining thereto, and (b) Mortgagor shall at all times hereafter continue to comply with all requirements of ADA.

1.14 Prohibited Activities. Mortgagor covenants and represents that, (a) to the best of Mortgagor's knowledge, the Mortgaged Premises is not being used or operated in connection with activities that are prohibited under federal or state law; (b) Mortgagor will not, and will cause all tenants or occupiers of the Mortgaged Premises not to use or operate the Mortgaged Premises (or any portion thereof) in connection with activities that are prohibited under federal or state law; and (c) all future Leases and any amendments to existing Leases will expressly prohibit any use of the Mortgaged Premises (or any portion thereof) in connection with activities that are prohibited under federal or state law.

Any breach of these representations and agreements shall constitute an Event of Default hereunder.

ARTICLE II. SECURITY INTEREST IN COLLATERAL

2.1 Security Agreement and Fixture Filing. Mortgagor and Mortgagee do hereby agree and declare that this Mortgage shall constitute a security agreement encumbering each and every item of the Collateral in compliance with the provision of the applicable Uniform Commercial Code. Certain of the Collateral is or may become "fixtures," as that term is defined in the Uniform Commercial Code, on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Collateral that is or may become fixtures. The remedies for any violation of the covenants, terms and conditions of the Note, the other Loan Documents and this Mortgage shall be (i) as prescribed in this Mortgage; (ii) as prescribed by general law; or (iii) as prescribed

by the specific statutory consequences now or hereafter enacted and specified in the said Uniform Commercial Code, all at Mortgagee's sole election.

2.2 No Liens. Except for the security interest granted herein and the Permitted Liens, Mortgagor is the owner of the Collateral free from any prior liens, security interest or encumbrance and will defend the Collateral against all claims and demands of any and all persons at any time claiming the same or any interest therein.

2.3 No Financing Statements. No financing statement covering the Collateral is on file at any public office other than with respect to the Senior Obligations.

2.4 Authorization. Mortgagor authorizes Mortgagee to file one or more financing statements describing the collateral pursuant to the applicable Uniform Commercial Code, and in the sole discretion of, and at the request of, Mortgagee, Mortgagor will join with Mortgagee in executing such financing statements. Mortgagor shall pay the cost of filing in all public offices wherever filing is deemed necessary or appropriate by Mortgagee. A photocopy of this Mortgage may be filed as a financing statement at the election of Mortgagee.

ARTICLE III. EVENTS OF DEFAULT

3.1 Events of Default. The term "Event of Default" as used in this Mortgage shall have the meaning assigned in the Credit Agreement.

ARTICLE IV. REMEDIES

4.1 Rights of Mortgagee after Default. Upon the occurrence of an Event of Default, Mortgagee shall: have the option to declare the Note, the other Loan Documents and all sums secured hereby due and payable, and further may proceed immediately to foreclose this Mortgage and exercise Mortgagee's rights under this Mortgage, the Note, the other Loan Documents or any other controlling document; have all the rights and remedies of a secured party under the Uniform Commercial Code of those states governing disposition of the Collateral, including, but not limited to, the right to sell the Collateral at public or private sale, and the right to be a purchaser at any such sale; demand, elect and receive all the rents and profits as then or may thereafter be due and owing to Mortgagor in connection with the Mortgaged Premises and the Collateral, giving notice of its intention to collect and receive such rents to such tenants, occupiers or lessees of the Mortgaged Premises, and applying the same upon the amount due upon the Note and the other Loan Documents; and in such event, Mortgagor shall be deemed to have assigned and transferred such rents and profits to Mortgagee as additional security for the performance of the covenants of this Mortgage until all indebtedness secured hereby has been fully paid and satisfied; have all other remedies available at law or in equity; and Mortgagee shall have the right: to enter upon and take possession of the Mortgaged Premises and the Collateral and to operate same for and on behalf of Mortgagor; to collect all of the rent, income, profits or revenues generated therefrom; and to expend such sums of money which it may deem necessary for the maintenance, preservation and

operation of the Mortgaged Premises, including expenditures for improvements, alterations and repairs, including those of a capital nature.

Any sums so expended by Mortgagee shall at once become additional indebtedness owing from Mortgagor to Mortgagee and shall be immediately due and payable by Mortgagor, with interest thereon to the extent legally enforceable at the Default Rate set forth in the Note, which sum so advanced shall be added to and become a part of the indebtednesses secured by this Mortgage.

4.2 Distribution of Sums Received by Mortgagee. Upon enforcement of this Mortgage upon the occurrence of an Event of Default, and subject to the rights of the holder(s) of the Senior Obligations, all sums received from time to time by Mortgagee shall be applied as follows:

First: To the payment of all reasonable costs and expenses of Mortgagee (including fees and expenses of its agents and counsel) incurred or accrued in connection with (a) the operation, maintenance or repair of the Mortgaged Premises and the Collateral and any and all businesses operated thereon; (b) any proceedings brought by Mortgagee; and (c) any sale (public or private) or other disposition of the Mortgaged Premises and the Collateral.

Second: To the payment of all amounts as provided for in the Note and this Mortgage, and the other Loan Documents, whether for principal, interest or otherwise, in whatever order Mortgagee, exercising its sole discretion, may elect.

Third: To the payment of any surplus to Mortgagor or any other person legally entitled thereto.

4.3 Rights Cumulative. All rights and remedies from time to time conferred upon or reserved to Mortgagee are cumulative, and none is intended to be exclusive of any other. No delay or omission in insisting upon the strict observance or performance of any provision of this Mortgage, or to exercise any right or remedy, shall be construed as a waiver or relinquishment of such provision, nor shall it impair such right or remedy. Every right and remedy may be exercised from time to time and as often as deemed expedient.

4.4 Intentionally omitted.

4.5 Suits to Protect the Mortgaged Premises and the Collateral. Mortgagee shall have power to institute and maintain such suits and proceedings as it may deem expedient in the Bankruptcy Court to prevent any impairment of the Mortgaged Premises by any acts which may be unlawful or a violation of the Mortgage, and to preserve or protect its interest in the Mortgaged Premises and in the income, revenues, rents and profits arising therefrom.

4.6 Mortgagee's Power of Enforcement. Subject to further order of the Bankruptcy Court, if an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to foreclose this Mortgage and to sell, as an

entirety or in separate lots, units or parcels, the Mortgaged Premises and the Collateral, under the judgment or decree of a court or courts of competent jurisdiction; and (b) to pursue any other remedy available to it, all as Mortgagee shall deem most effectual for such purposes. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine.

4.7 Application of Indebtedness Towards Purchase Price. Upon any foreclosure sale, pursuant to judicial proceedings, Mortgagee may, subject to the rights of the holder(s) of the Senior Obligations, bid for and purchase the Mortgaged Premises and Collateral, and upon compliance with the terms of sale, may hold, retain, possess and dispose of such property at its own absolute right without further accountability. Any such purchase shall permit Mortgagee to apply to the purchase price any portion of or all sums due to Mortgagee under the Note, the other Loan Documents and this Mortgage in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

4.8 No Waiver of One Default to Affect Another, Etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or other then existing default or shall impair any rights, powers or remedies consequent thereon.

If Mortgagee (a) grants forbearance or any extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Mortgaged Premises from the lien of the Mortgage or otherwise changes any of the terms of the Note or Mortgage or any of the other Loan Documents; (e) consents to the filing of any map, plat or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinate to the lien or charge hereof, then and in each such case such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note, Mortgage, the other Loan Documents or otherwise of Mortgagor or any subsequent purchaser of the Mortgaged Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee shall the lien of this Mortgage be altered thereby.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall include their respective successors and assigns, whether so expressed or not.

5.2 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note or in the other Loan

Documents shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and in the other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

5.3 Notices. Notices, statements and other communications to be given under the terms of this Mortgage shall be in writing and delivered in accordance with the terms of the Credit Agreement.

5.4 Future Advances. Notwithstanding anything contained herein to the contrary, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of Loan advances made after this Mortgage is delivered to the recorder for record and with the highest priority contemplated by Section 5301.232 of the Ohio Revised Code. This Mortgage may secure Loan advances on a revolving line of credit basis. The maximum amount of unpaid Loan indebtedness (which shall consist of unpaid balances of Loan advances made either before or after, or both before and after, this Mortgage is delivered to the recorder for record), exclusive of interest thereon and protective advances made as contemplated in Section 5.5 below and in Section 5301.233 of the Ohio Revised Code, which may be secured by this Mortgage is \$3,000,000.00. If and to the extent applicable, Mortgagor waives any right it may have under Section 5301.232(c) of the Ohio Revised Code.

5.5 Protective Advances. Notwithstanding anything contained herein to the contrary, in addition to any other debt or obligation secured hereby, this Mortgage secures, to the fullest extent and with the highest priority contemplated by Section 5301.233 of the Ohio Revised Code, unpaid balances of advances made, with respect to the Mortgaged Premises, for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the Mortgaged Premises as contemplated by said Section 5301.233, and other costs which Mortgagee is authorized by this Mortgage or any other Loan Document to pay on Mortgagor's behalf, and interest on such unpaid balances at a the Default Rate as provided in the Note.

5.6 Liens. Subject to further order of the Bankruptcy Court, Mortgagee, at Mortgagee's option, is authorized and empowered to do all things provided to be done by a mortgagee under Section 1311.14 of the Ohio Revised Code, and any present or future amendments or supplements thereto, for the protection of Mortgagee's interest in the Property.

5.7 Attorneys' Fees. With respect to any agreement by Mortgagor in this Mortgage or in any other Loan Document to pay attorneys' fees and disbursements incurred in connection with the Loan Documents, Mortgagor agrees that this Mortgage and each Loan Document is a "contract of indebtedness" as contemplated by Ohio Revised Code Section 1319.02.

5.8 Variable Rate Note. The Note contains a variable or adjustable rate provision.

5.9 Business Loan. The indebtedness secured by this Mortgage is a "business loan" within the meaning of Section 1343.01 of the Ohio Revised Code.

5.10 Governing Law. This Mortgage and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Ohio (without giving effect to principles of conflicts of law), and, where applicable, the provisions of title 11 of the United States Code.

5.11 WAIVER OF JURY TRIAL: MORTGAGOR AND MORTGAGEE HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. MORTGAGOR AND MORTGAGEE EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

5.12 Senior Obligations. Notwithstanding anything to the contrary herein or in any of the other Loan Documents, Mortgagee's right, title and interest in and to any of the Mortgaged Premises or any of the Collateral, in each case, is subject to any Permitted Liens thereon securing any of the Senior Obligations.

[Signature Page Follows.]

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand effective as of the date first written above.

MORTGAGOR:

THE BELLEVUE HOSPITAL

By: _____

Name: Sara Brokaw

Title: President

STATE OF _____

)

)SS.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this ____ day of February, 2025, by SARA BROKAW, the President of The Bellevue Hospital, an Ohio non-profit corporation, on behalf of the corporation.

Printed Name: _____

Notary Public

My commission expires: _____

This Instrument Prepared By
and After Recording Return To:

Adam J. Marquart, Esq.
DINSMORE & SHOHL LLP
191 W. Nationwide Blvd., Suite 200
Columbus, Ohio 43215
(614) 628-6978

OPEN-END MORTGAGE,
SECURITY AGREEMENT AND FIXTURE FILING

Exhibit A

Legal Description

[To be supplemented]

EXHIBIT B-5

ASSIGNMENT OF RENTS

ASSIGNMENT OF RENTS AND LEASES

This Assignment of Rents and Leases (“Assignment”) is made effective as of the ____ day of February, 2025, by **THE BELLEVUE HOSPITAL**, an Ohio non-profit corporation, whose address is 1400 W. Main Street, Bellevue, Ohio 44811 (“Mortgagor”), in favor of **FIRELANDS REGIONAL HEALTH SYSTEM**, an Ohio non-profit corporation, whose address is 1111 Hayes Avenue, Sandusky, Ohio 44870 (“Lender”).

1.1 Mortgagor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of Mortgagor in, to and under any existing leases, together with any and all future leases hereinafter entered into by any lessor or lessee affecting the real estate described in Exhibit A attached hereto and made a part hereof (the “Property”), and all guarantees, amendments, extensions, modifications and renewals of such leases and any of them (collectively, the “Leases”), and all rents, receipts, revenues, awards, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use of the Property or otherwise arising out of or pertaining to the Property.

2.1 This Assignment is made for the purposes of securing the payment of the indebtedness (including any amendments, extensions, modifications or renewals thereof) and the performance of all other obligations evidenced and secured by (i) that certain Promissory Note from Mortgagor to Lender in the principal sum of \$1,500,000.00 of even date herewith (the “Note”), (ii) that certain Open-End Mortgage, Security Agreement and Fixture Filing of even date herewith, securing the Note and encumbering the Property (the “Mortgage”), and (iii) other Loan Documents as defined in that certain Credit Agreement between Mortgagor and Lender of even date herewith (“Credit Agreement”), all as hereafter amended, extended, modified or renewed. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

3.1 Mortgagor covenants and agrees with Lender as follows:

3.1(a) The sole ownership of the entire lessor’s interest in the Leases is vested in Mortgagor, and that Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under any of

the terms, covenants and conditions of this Assignment, subject to any Permitted Liens. The ownership of the fee simple title to the Property is vested in Mortgagor.

3.1(b) No Leases (including any guaranties of such Leases) shall be entered into or materially altered, modified, amended, terminated, cancelled or surrendered nor any material terms or conditions thereof be waived without the Lender's prior written consent.

3.1(c) There are no defaults now existing under any Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

3.1(d) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

3.1(e) Mortgagor has not accepted and will not accept any rents under any Leases for more than thirty (30) days in advance of their due dates.

3.1(f) Mortgagor upon request, from time to time, shall furnish to Lender, on demand, executed copies of any and all Leases.

4.1 The parties further agree as follows:

4.1(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until an Event of Default has occurred and has not been cured under the terms and conditions of the Note, the Mortgage or any of the other Loan Documents, Mortgagor may receive, collect and enjoy the rents, income and profits accruing from the Property.

4.1(b) Following an Event of Default, Lender may, at its option but subject to any Permitted Liens, without notice to Mortgagor, receive and collect all such rents, income and profits as they become due, from the Property and the leasehold interest therein and under any and all Leases of all or any part of the Property. Lender shall, subject to any Permitted Liens, thereafter continue to receive and collect all such rents, income and profits, as long as such Event of Default shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

4.1(c) Mortgagor hereby irrevocably appoints Lender its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Mortgagor, from and after any Event of Default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property or the leasehold interest therein, and at Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Property are hereby expressly authorized and directed to pay any

and all amounts due Mortgagor pursuant to the Leases directly to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.

4.1(d) From and after any Event of Default, Lender is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Lender or its designee to enter upon the Property, or any part thereof, with or without force and with process of law, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Mortgagor relating thereto, and may exclude the Mortgagor, its agents and servants, wholly therefrom. Mortgagor hereby grants full power and authority to Lender to exercise all rights, power and authority herein granted at any and all times after any Event of Default that has not been cured, without further notice to Mortgagor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Property and the leasehold interest therein and of any indebtedness or liability of Mortgagor to Lender, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the cost of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Mortgagor to Lender on the Note and all other amounts due under the Mortgage and the other Loan Documents, all in such order as Lender may determine according to provisions of the Note and Mortgage and the other Loan Documents executed herewith. Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property or leasehold interest therein, or parts thereof, upon Lender, nor shall it operate to make Lender liable for the performance of any waste of the Property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger, or for any environmental hazard on the Property.

4.1(e) Waiver of or acquiescence by Lender in any default by Mortgagor, or failure of the Lender to insist upon strict performance by Mortgagor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

5.1 The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Lender shall have under the Loan Documents, or at law or in equity.

6.1 If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

7.1 All notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served when sent in accordance with the terms of the Credit Agreement.

8.1 The terms "Mortgagor" and "Lender" shall be construed to include the heirs, personal representatives, successors and assigns thereof.

9.1 This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Lender, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

10.1 Upon cancellation of record of the Mortgage, this Assignment shall automatically and without further documentation or action on the part of the parties hereto, also be cancelled, terminated and be of no further or future force and effect.

11.1 This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

12.1 WAIVER OF JURY TRIAL: MORTGAGOR AND LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. MORTGAGOR AND LENDER EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

13.1 Notwithstanding anything to the contrary herein or in any of the other Loan Documents, Lender's right, title and interest in and to any of the Property or any of the Leases, in each case, is subject to any Permitted Liens thereon securing any of the Senior Obligations.

[Signature Page Follows.]

IN WITNESS WHEREOF, Mortgagor has caused this Assignment to be executed and delivered to Lender as of the date first written above.

MORTGAGOR:

THE BELLEVUE HOSPITAL

By: _____

Name: Sara Brokaw

Title: President

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of February, 2025, by SARA BROKAW, the President of The Bellevue Hospital, an Ohio non-profit corporation, on behalf of the corporation.

Printed Name: _____

Notary Public

My commission expires: _____

This Instrument Prepared By
and After Recording Return To:

Adam J. Marquart, Esq.
DINSMORE & SHOHL LLP
191 W. Nationwide Blvd., Suite 200
Columbus, Ohio 43215
(614) 628-6978

ASSIGNMENT OF RENTS AND LEASES

Exhibit A

Legal Description

[To be supplemented]