

The Board of County Commissioners, Brown County, Ohio, met in Special meeting this June 2, 2011 with the following members present:

Mr. Ralph Jennings, President
 Mr. William R. Geschwind, Vice President
 Mr. Rick Eagan, Member

Brown County Board of Commissioners President, Ralph Jennings called to order the Special Board meeting held at the Brown County General Hospital at 10:40 a.m. The purpose of the meeting was to act upon the sale of the Brown County General Hospital to Southwest Healthcare, LLC.

IN THE MATTER TO ENTER INTO
 GUARANTY/INDEMNIFICATION AND
 SECURITY AGREEMENT

Motion moved by Mr. Geschwind to enter into a Guaranty/Indemnification and Security Agreement with Southwest Healthcare LLC. Second: Mr. Eagan.

ROLL CALL VOTE
 Mr. Eagan, yea
 Mr. Geschwind, yea
 Mr. Jennings, yea

GUARANTY/INDEMNIFICATION AND SECURITY AGREEMENT

THIS GUARANTY/INDEMNIFICATION AND SECURITY AGREEMENT ("Agreement"), is entered into effective this 2nd day of June, 2011, by and among Southwest Healthcare of Brown County Ohio, LLC, a Delaware limited liability company ("Buyer"), the County of Brown, Ohio, a political subdivision of the State of Ohio (the "County"), and The Board of Hospital Trustees of Brown County Hospital, a board of county hospital trustees established pursuant to Title 339 of the Ohio Revised Code doing business as (among other names) "Brown County Regional HealthCARE" and "Brown County General Hospital" (the "Hospital Board") (the County and the Hospital Board are sometimes referred to collectively as "Seller"). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Asset Purchase Agreement by and among Buyer, County and Hospital Board dated May 11, 2011 ("Asset Purchase Agreement"). Buyer and Seller shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Buyer Guaranty. To the extent that Buyer has assumed or otherwise agreed to pay or perform obligations of a Seller at the Closing ("Assumed Obligations"), then pursuant to Section 9.7 of the Asset Purchase Agreement, Buyer unconditionally guarantees that Buyer shall fully and punctually pay, perform, satisfy and otherwise fulfill any Assumed Obligations from and after the Effective Time ("Buyer Guaranty") until the Assumed Obligations have been fully paid, performed, satisfied and otherwise fulfilled.

2. Indemnification. From and after the Effective Time, Buyer shall reimburse, indemnify, defend, and hold harmless each Seller, each Seller's respective successors and assigns, and any trustee, commissioner, director, officer, employee, agent, manager, consultant, advisor, accountant or legal counsel of a Seller, (each an "Indemnified Party") from, against and in respect of any and all damages, losses, deficiencies, claims, actions, suits, proceedings (civil or criminal), liabilities, costs and expenses (including reasonable attorneys' fees, fines, penalties, compliance costs, investigation and remediation costs, and consultant, expert, and other professional fees) (collectively, "Loss") incurred or suffered by any Indemnified Party that result from, relate to or arise out of:

- (i) any and all Assumed Obligations of any nature whatsoever;
- (ii) any failure by Buyer to fully and punctually pay, perform, satisfy and otherwise fulfill any Assumed Obligations;

(Continued on next page)

June 2, 2011

(iii) any and all actions, suits, claims, or legal, administrative, arbitration, governmental or other proceedings or investigations against any Indemnified Party that relate to any Assumed Obligations; and

(iv) any and all actions, suits, claims, proceedings, investigations, demands, assessments, audits, fines, judgments, costs and other expenses (including, without limitation, reasonable attorneys' fees and expenses) incident to any of the foregoing or to the enforcement of this Agreement.

Following the Effective Date, an Indemnified Party may deliver written notice to Buyer advising Buyer of any right to indemnification under this section due to a Loss and demanding that Buyer reimburse, indemnify, defend and hold such Indemnified Party harmless against such Loss incurred by the

Indemnified Party. The written notice to be sent by the Indemnified Party to Buyer shall include an itemization of the Loss(es) incurred by the Indemnified Party. Buyer shall immediately be responsible to reimburse, indemnify, defend and hold such Indemnified Party harmless against the Loss incurred by the Indemnified Party as set forth in such written notice. Time is of the essence with respect to such reimbursement.

3. **Security Interest.** To secure the full and punctual payment, performance, satisfaction and fulfillment by Buyer of the Assumed Obligations and its other obligations hereunder, as well as that certain promissory note in the principal amount of \$300,000 of even date herewith, made by Buyer in favor of the County (the "Note"), Buyer hereby grants to Seller, and each of them individually, as well as their successors and assigns (and as appropriate recognizes Seller's retention of) a continuing security interest (the "Security Interest") in all of Buyer's right, title and interest in and to the following described property until the Assumed Obligations and any Loss(es) have been fully paid, performed, satisfied and fulfilled, and if sold, leased or otherwise disposed of, the proceeds thereof (collectively, the "Collateral"):

**SEE EXHIBIT A ATTACHED HERETO, MADE A PART HEREOF AND HEREBY
INCORPORATED HEREIN**

Notwithstanding the foregoing, Seller acknowledges and agrees that the foregoing security interest is and shall be subordinate to (a) that certain lien in favor of First State Bank in all or part of the Collateral as evidenced by that certain ~~Security Agreement~~ ^{OPEN END MORTGAGE and Security Agreement} dated 6-2-2011, signed by _____; (b) that certain lien in favor of Fifth Third Bank in all or part of the Collateral as evidenced by that certain ~~Security Agreement~~ ^{OPEN END MORTGAGE and Security Agreement} dated 6-2-2011, signed by _____; and (c) such other liens (collectively, with the foregoing liens the "Priority Liens") in favor of First State Bank, Fifth Third Bank and/or other third party lenders (collectively, the "Priority Lenders") in all or part of the Collateral, as Buyer, in its reasonable commercial determination, shall hereafter deem necessary to grant to such Priority Lenders in order to obtain such additional financing as Buyer, in its reasonable commercial determination, shall deem necessary to ensure the continued viability of the hospital operations of Buyer. In furtherance of the foregoing, Buyer agrees that Buyer shall take such action and do such things, and refrain from taking such action or doing such things, as Buyer, in its reasonable commercial determination, deems appropriate to minimize the granting of such Priority Liens to such Priority Lenders.

4. **Default.** Buyer shall be in default under this Agreement upon the occurrence of any of the following events or conditions (each an "Event of Default"):

(a) default in the full and punctual payment, performance, satisfaction and fulfillment by Buyer of the Assumed Obligations, its other obligations hereunder or the Note;

(b) the filing of any financing statement or statements of assignment with regard to the Collateral or any part thereof, other than the financing statements filed or to be filed by Seller relating to or permitted by this Agreement, or the attachment of any lien or security interest to any portion of the Collateral other than the Security Interest and the Priority Liens in favor of the Priority Lenders;

(c) the making of any levy, seizure or attachment or the sale of the Collateral or any part thereof other than in the ordinary course of the business of Buyer, or any substantial loss, theft or destruction of or damage to the Collateral or any part thereof; or

(d) the cessation or suspension of business operations, dissolution, termination of existence, insolvency or business failure of Buyer, or the appointment of a receiver for any part of the Collateral or any other property or assets of Buyer, or any assignment for the benefit of creditors by

Buyer, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Buyer.

5. Remedies. Upon the occurrence of an Event of Default, and at any time thereafter, Seller, and each of them individually, shall have any and all of the rights and remedies provided by the Uniform Commercial Code as adopted in the State of Ohio, as well as all other rights and remedies possessed by Seller under this Agreement, at law, in equity or otherwise.

6. Notices. Any notice required or permitted to be given by either Party to any other Party in connection with this Agreement shall be given in writing, and shall be transmitted in person, by pre-paid express service (with a delivery confirmation), or by certified mail, return receipt requested, postage prepaid, addressed to the receiving Party at the address set forth below. The effective date of any notice shall be the date on which it is actually received by the addressee.

If to Buyer, addressed to:

Southwest Healthcare of
Brown County Ohio LLC
4400 North Scottsdale Road, Suite 9347
Scottsdale, Arizona 85251
Attn: Paul Tuft, Executive Chairman

with a copy to:

Foley & Lardner LLP
321 North Clark Street, Suite 2800
Chicago, Illinois 60654-5313
Attn: Edward J. Green, Esq.
Facsimile: (312) 832-4700

If to a Seller, addressed to:

Brown County Board of Commissioners
800 Mt. Orab Pike, Suite 101
Georgetown, OH 45121

with a copy to:

Brown County Prosecuting Attorney
200 E. Cherry Street
Georgetown, OH 45121

7. Rights of Creditors. Nothing contained in this Agreement shall be construed in any way to impair or limit any rights of any secured creditors of Buyer or a Seller in effect as of the date hereof, or requires them to take any action inconsistent with continuing and enforcing their respective rights as a secured party of Buyer or a Seller.

8. Rights of Third Parties. Except as set forth in Section 2 hereof, the provisions of this Agreement are not intended, nor shall they be construed to confer upon or give any person other than the

Parties hereto and their respective successors and assigns, any rights, remedies or claims under or by reason hereof.

9. Governing Law. The Parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the State of Ohio.

10. Further Assurances. Each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary or expedient to carry out the provisions of this Agreement. In furtherance of the foregoing, Buyer hereby irrevocably authorizes Seller, and each of them individually, at any time and from time to time, to file any initial financing statements and amendments thereto disclosing Seller's security interest in and lien on the Collateral and to provide any other information required by the Uniform Commercial Code of any jurisdiction for the sufficiency or filing office acceptance of any such financing statement.

11. Fees. If any Party brings an action against another to construe or enforce this Agreement, the Party who is determined to be the prevailing party shall be entitled to recover all reasonable costs that Party incurred in defending or prosecuting that action and any appeal of that action, including but not limited to reasonable attorneys' fees and costs, in addition to any other relief to which that Party may be entitled.

12. Entire Agreement. This Agreement, the Note and the Asset Purchase Agreement represent the entire agreement between the Parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between or among them with respect to the subject matter hereof. No modification of this Agreement will be effective unless in writing and signed by all of the Parties.

13. Waiver. No delay on the part of Seller, or either of them, in exercising any power or right shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. No waiver by Seller, or either of them, of any right hereunder or of any Event of Default shall be binding upon Seller, and no failure by Seller, or either of them, to exercise any right hereunder or waiver of any Event of Default shall operate as waiver of any other or further exercise of such right or of any further Event of Default.

14. Remedies Cumulative. The rights, remedies and benefits of Seller expressly specified in this Agreement are cumulative and not exclusive of any other rights, remedies or benefits which Seller, or either of them, may have under this Agreement, or at law, in equity, by statute or otherwise, any and/or all of which may be exercised by Seller, or either of them, successively or concurrently, as Seller, or either of them, shall determine in its sole discretion.

15. Assignment. Neither this Agreement nor any rights, duties or obligations hereunder shall be assigned, transferred or delegated by any Party without the prior written consent of the other and any attempted assignment, transfer, or delegation without such prior written consent shall be null and void.

16. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding on all Parties hereto, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

17. Mortgage. This Agreement and the Note are also secured by two certain mortgages of even date herewith on the real property of Buyer, granted by Buyer to Seller.

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

BUYER:

SOUTHWEST HEALTHCARE OF BROWN COUNTY OHIO, LLC

By: Paul Tuft
Printed: Paul Tuft
Title: Executive Chairman

SELLER:

THE COUNTY OF BROWN, OHIO

By: Ralph Jennings
Printed: RALPH JENNINGS
Title: Commissioner

By: William K. Geschwind
Printed: William K. Geschwind
Title: BROWN County Commissioner

By: Rick Eagan
Printed: RICK EAGAN
Title: Brown County Commissioner

SELLER:**THE BOARD OF THE HOSPITAL TRUSTEES OF BROWN COUNTY HOSPITAL**

By: Eric L. Sutton
 Printed: Eric L. Sutton
 Title: CHAIRMAN

By: Doris J. Charles, MD
 Printed: DORIS J. Charles, MD
 Title: Vice Chair

By: Robert E. Clouch
 Printed: Robert E. Clouch
 Title: Board member

By: Donna Sutton
 Printed: Donna Sutton
 Title: Board Member

By: Ralph Stinger
 Printed: RALPH STINGER
 Title: BOARD MEMBER

By: Erika J. Ackley
 Printed: Erika J. Ackley
 Title: Board Member

By: Edith F. Finkelman
 Printed: Edith F. Finkelman
 Title: Board Member

EXHIBIT A

Wherever located and whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Buyer possesses, uses or has authority to possess or use property

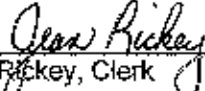
(whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Buyer, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

IN THE MATTER TO ADJOURN


Motion moved by Mr. Eagan to adjourn this meeting with no further business before the Board this day June 2, 2011 at 12:30 p.m.
Second: Mr. Geschwind


ROLL CALL VOTE
Mr. Eagan, yea
Mr. Geschwind, yea
Mr. Jennings, yea


Approval: June 6, 2011



Jean Rickey, Clerk



Ralph Jennings, President


William R. Geschwind, Vice President


Rick Eagan, Member