

NOTICE OF DISPOSITION OF COLLATERAL BY PUBLIC SALE

To: Copper Basin Community Hospital, Inc. d/b/a Copper Basin Medical Center and The Board of Trustees of Copper Basin General Hospital District (“Debtor”) and the City of Copperhill, Tennessee (“Secondary Obligor”)

From: Polk County, Tennessee P. O. Box 128 Benton, TN 37307 (423) 338-4528 and the City of Ducktown, Tennessee P. O. Box 506 Ducktown, TN 37326 (423) 496-3546, assignees of United Community Bank (“Secured Party”)

Pursuant to T.C.A. § 47-9-613, et seq., notice is hereby given that Polk County, Tennessee and the City of Ducktown, Tennessee, assignees of United Community Bank, are selling by public disposition, part of the Secured Party’s collateral, being the Inventory and Equipment owned by Copper Basin Community Hospital, Inc. d/b/a Copper Basin Medical Center or The Board of Trustees of Copper Basin General Hospital District described below in this Notice, to collect an unpaid commercial indebtedness owed to the Secured Party, secured by the commercial security agreements executed by the Debtor and perfected by the UCC-1 Financing Statement, initially filed with the Tennessee Secretary of State on February 12, 2009 (Doc #: 209-007971), continued by UCC-3 Amendment – Continuation filed on January 27, 2014 (Doc #: 421-028285), and assigned to Polk County, Tennessee and the City of Ducktown, Tennessee by UCC-3 Amendment – Assignment filed on August 15, 2017 (Doc #: 427-357563 and 427-357634) and UCC-1 Financing Statement, initially filed with the Tennessee Secretary of State on March 17, 2010 (Doc #: 110-012949), amended by UCC-3 Amendment filed on October 01, 2010 (Doc #: 310-058289), continued by UCC-3 Amendment – Continuation filed on March 6, 2015 (Doc #: 422-882625), and assigned to Polk County, Tennessee and the City of Ducktown, Tennessee by UCC-3 Amendment – Assignment filed on August 15, 2017 (Doc #: 427-357523 and 427-357612).

The Debtor is entitled to an accounting of the unpaid indebtedness secured by the collateral that the Secured Party intends to sell and may request an accounting by providing written notice to the Agent for the Secured Party. Until the indebtedness is paid in full, the Secured Party retains its lien on all additional collateral not being sold and reserves the right to collect any remaining unpaid indebtedness by selling any and all additional collateral at a later sale or by pursuing any other rights and remedies available to the Secured Party under the Loan Documents, other law, or in equity.

The following property will be sold as one unit on **Monday, June 11, 2018 at 11:00 a.m. Eastern Standard Time, at the main door (Ward Street entrance) of the Polk County Courthouse located at 6239 Highway 411 Benton, TN 37307**, to the highest qualified bidder for cash (or credit upon the indebtedness secured, if the lawful owners and holders thereof are the successful purchasers) at the public disposition:

All Inventory and Equipment owned by Copper Basin Community Hospital, Inc. d/b/a Copper Basin Medical Center or The Board of Trustees of Copper Basin General Hospital District located at 144 Medical Center Drive Copperhill, TN 37317 (except the Inventory and Equipment specifically excluded).

Agent for Secured Party Conducting Sale: Eric Brooks 443 Worth Street, NW
Cleveland, TN 37311 (423) 479-5234

For a general list of the property being sold, go to www.polkgovernment.com. For pictures, go to www.canchasersphoto.com/cbmc.

Upon qualifying themselves, anyone interested in bidding on the property being sold may personally view or inspect the property by contacting the Agent for the Secured Party and scheduling an appointment. All

inspections of the property being sold must be completed prior to the sale.

Anyone interested in bidding at the sale must register and qualify themselves as bidders prior to the start of the sale. It is recommended that you arrive at least 30 minutes before the sale to register to bid. In order to register to bid, you must qualify yourself as a bidder. In order to be qualified to bid on the day of the sale, you must present to the Agent for the Secured Party an original proof of funds letter from your Bank or other satisfactory documentation that you have the necessary funds to bid, not more than 5 days old from the date of the sale. Bidders will not be allowed to bid more than the amount stated in the letter or other documentation presented.

At the conclusion of the sale, the successful purchaser must pay to the Agent for the Secured Party a non-refundable deposit of \$25,000.00 in the form of a cashier's check or certified check made payable to or endorsed to the Law Office of George N. McCain. The cashier's check or certified check must be shown to the Agent for the Secured Party at registration and must be from the same bank or financial institution as the proof of funds letter or other documentation presented at registration. The successful purchaser must pay the remaining balance within 24 hours of the sale by cashier's check, certified check, or wire transfer. In the event the successful purchaser fails to timely pay the remaining balance, the Secured Party may cancel the sale, retain the non-refundable deposit as liquidated damages, and resell the property.

The Agent for the Secured Party reserves the right to refuse to accept bids from anyone not registered and qualified to bid. The Agent for the Secured Party also reserves the right to refuse bids from registered and qualified bidders that exceed the amount stated in the bidder's proof of funds letter or other documentation presented.

At the conclusion of the sale, the successful purchaser bears all risk and responsibility for the property purchased. The Secured Party and the Agent for the Secured Party shall not be liable for any loss or damage that occurs to the property after the conclusion of the sale. The successful purchaser does not obtain possession of the property purchased and may not remove any of the property purchased until the successful purchaser fully complies with the terms and conditions of the sale and the Agent for the Secured Party has received payment from the successful purchaser of the full purchase price.

Upon sending payment of the full purchase price to the Agent for the Secured Party, the successful purchaser must make arrangements with the Agent for the Secured Party to access the premises to remove the property purchased. The successful purchaser is solely responsible for removing the property purchased. The successful purchaser must remove all property purchased within three (3) days of the conclusion of the sale. The Secured Party and the Agent for the Secured Party will not assist the successful purchaser with moving the property purchased. The successful purchaser must provide their own movers, boxes, other moving or packing supplies, and moving trucks and shall pay all expenses related to the removal of the property purchased. The successful purchaser shall be liable for any damage caused to the real property due to the removal of the property purchased.

Property Specifically Excluded From Sale: The following property (if still present on the premises) is specifically excluded from this sale, regardless if the items are included on the general list of the property or shown in the pictures:

1. Collateral of Toshiba America Medical Credit, a Program of Toshiba America Medical Systems, Inc. described in the UCC-1 Financing Statement filed with the Tennessee Secretary of State (Doc #: 109-009949) and continued by UCC-3 Amendment – Continuation (Doc #: 422-071552): One (1) Toshiba Xario XG Cardiology Ultrasound Imaging System with LCD Monitor, including all additions, attachments, accessions, substitutions, and replacements.

2. Collateral of Wells Fargo Bank, N.A. described in the UCC-1 Financing Statement filed with the Tennessee Secretary of State (Doc #: 420-092132): One (1) Siemens Somatom Emotion 6 System and One (1) Siemens Dura MV 420 X-Ray S/N: 742161394, together with all equipment parts, accessories, substitutions, additions, accessions, and replacements.
3. Property leased from B. Braun Medical described in the UCC-1 Financing Statement filed with the Tennessee Secretary of State (Doc #: 111-034128) and continued by UCC-3 Amendment – Continuation (Doc #: 425-146600): All medical equipment and accessories leased from B. Braun Medical. The equipment and accessories are believed to be Braun Outlook 100 infusion pumps and IV poles and Braun Outlook Bodyguard 575 PCA ambulatory infusion pumps.
4. Equipment that has become so related to the real property that it has become a fixture of the real property located at 144 Medical Center Drive Copperhill, TN 37317. Said fixtures are being sold with the real property at the Substitute Trustee's Foreclosure Sale being held on Monday, June 11, 2018 at 11:30 a.m., Eastern Standard Time, at the main door (Ward Street entrance) of the Polk County Courthouse located at 6239 Highway 411 Benton, TN 37307.

The Secured Party reserves the right to withdraw or exclude additional property from the sale.

Federal Tax Liens: The following Federal Tax Liens are against Copper Basin Community Hospital, Inc. Pursuant to 26 U.S.C. § 7425(b), notice of this Disposition of Collateral by Public Sale has been timely given to the United States regarding the following Federal Tax Liens:

Department of the Treasury – Internal Revenue Service for Notice of Federal Tax Lien against Copper Basin Community Hospital, Inc., recorded on January 30, 2017, in Federal Lien Book 3, page 24, in the Register's Office of Polk County, Tennessee.

Department of the Treasury – Internal Revenue Service for Notice of Federal Tax Lien against Copper Basin Community Hospital, Inc., recorded on May 1, 2017, in Federal Lien Book 3, page 27, in the Register's Office of Polk County, Tennessee.

Department of the Treasury – Internal Revenue Service for Notice of Federal Tax Lien against Copper Basin Community Hospital, Inc., recorded on July 20, 2017, in Federal Lien Book 3, page 32, in the Register's Office of Polk County, Tennessee.

State Tax Liens: The following State Tax Lien is against Copper Basin Medical Center. Pursuant to T.C.A. § 67-1-1433(b)(1), notice of this Disposition of Collateral by Public Sale has been timely given to the State of Tennessee regarding the following State Tax Lien:

Tennessee Department of Labor & Workforce Development for Notice of State Tax Lien against Copper Basin Medical Center, recorded on January 29, 2018, in Lien Book 16, page 254, in the Register's Office of Polk County, Tennessee.

Other Parties Receiving This Notice: U. S. Small Business Administration, Toshiba America Medical Credit, a Program of Toshiba America Medical Systems, Inc., Beckman Coulter, Inc., B. Braun Medical, Inc., Wells Fargo Bank, N.A., Office of the Tennessee Attorney General, State of Tennessee - Bureau of TennCare, United States Department of Health and Human Services - Centers for Medicare & Medicaid Services, Mahmood Siddiqui, MD, Allen Uhlik, MD, Anna Clark C/O H. Franklin Chancey, Esq., Anne Bartlett, Carina Walker, Carla Persaud, Carol Dilbeck, Carol Nolan, Carolyn Baine, Carrol Ledford, Clarissa Oliver, Dana Jones, Daniel Johnson, Doris Towe, Elisabeth Thomas, James Baine, Jayne Foster, Jennifer Moore, Jessica Leslie, Judy Walker, Kathy Pack, Kayla Hemming, Kimberly Stuart, Linda

Vaughn, Melissa Smith, Michelle Crowder, Rebecca Fowler, Rebecca Worley, Robert Ray, Sara Black, Stephanie Deal, Susan Welch, Timothy Grader, Tricia Deal, Vicki Ledford, and Tim Henry.

The Secured Party will sell, grant, convey, transfer, and deliver unto the successful purchaser all right, title, and interest in and to the property which the Secured Party has a right to sell as a secured creditor, but no further or otherwise. The property being sold is not returnable for any reason.

Disclaimer of Warranty: The Inventory and Equipment will be sold “as is”, “where is”, and “with all faults”, without any representations or warranties, expressed or implied, relating to title, condition, possession, quiet enjoyment, merchantability, correctness of description, and fitness for a particular use or purpose, and subject to any superior liens or encumbrances.

All lists, descriptions, and pictures of the property being sold represent a good faith effort made by the Secured Party and the Agent for the Secured Party to provide a general description of the property being sold. However, all lists, descriptions, and pictures provided by the Secured Party or the Agent for the Secured Party are not representations or warranties and bidders should not solely rely upon them in determining whether or not to bid or the amount to bid. Anyone interested in bidding is provided with the opportunity to personally view and inspect the property being sold prior to the sale by scheduling an appointment. Potential bidders are strongly encouraged to schedule an appointment prior to the sale to personally view and inspect the property being sold.

As to all or any part of the property being sold, the Secured Party reserves the right to continue, postpone, adjourn, or delay the date or time of the sale of all or part of the property being sold to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. The Secured Party also reserves the right to cancel the sale.

This sale may be subject to further terms, conditions, and matters announced on the day of sale. All announcements made on the day of sale take precedence over any information provided previously, either written or oral.

This is an attempt to collect a commercial indebtedness.

Witness my hand this 9th day of May, 2018.

/s/ Eric Brooks
Attorney for and Agent acting on
behalf of Polk County, Tennessee
and the City of Ducktown, Tennessee

Publication Dates: May 11, 2018, May 18, 2018, and May 25, 2018