

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO (Name and Address)
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Christopher M. Gillis Ropes & Gray LLP 800 Boylston Street, Boston, MA 02199</p> </div> <p style="margin-top: 10px;">SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</p>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME. Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC-1Ad)

1a. ORGANIZATION'S NAME Newport Hospital				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 11 Friendship Street	CITY Newport	STATE RI	POSTAL CODE 02840	COUNTRY USA

2. DEBTOR'S NAME. Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC-1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY). Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Computershare Corporate Trust				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 1505 Energy Park Drive	CITY St. Paul	STATE MN	POSTAL CODE 55108	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral

All revenues, Gross Receipts and property pledged by Debtor under that certain Master Trust Indenture dated as of February 1, 1999 by and between Debtor and Secured Party, as successor Master Trustee, as supplemented and amended, as such revenues, Gross Receipts, and property are further described in Exhibit A attached hereto and made apart hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box	<input type="checkbox"/> Collateral is held in a Trust (see UCC1Ad, Item 17 and instructions)	<input type="checkbox"/> being administered by a Decedent's Personal Representative
6a. Check <u>only</u> if applicable and check <u>only</u> one box	<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction
	<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien
		<input type="checkbox"/> Non-JCC Filing
7. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> Lessee/Lessor	<input type="checkbox"/> Consignor/Consignor
	<input type="checkbox"/> Seller/Buyer	<input type="checkbox"/> Bailor/Bailor
		<input type="checkbox"/> Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA.

File in RI

Exhibit A

1. All revenue and Gross Receipts of Newport Hospital (the "Institution") and of the Obligated Group Members as such term is defined in the Indenture (which is defined below), including without limitation rights to receive payments from patients, but (1) except and excluding all such items, whether now owned or at any time acquired by the Institution or any Obligated Group Members, which by their terms or by reason of applicable law would become void or voidable if granted, assigned, or pledged under that certain Master Trust Indenture dated as of February 1, 1999 by and between the Institution and Computershare Corporate Trust, as successor Master Trustee (the "Master Trustee") (as supplemented, the "Indenture"), by the Institution, or any Obligated Group Member, or which cannot be granted, pledged, or assigned under the Indenture without the consent of other parties whose consent is not secured, or without subjecting the Master Trustee to a liability not otherwise contemplated by the provisions of the Indenture, or which otherwise may not be, or are not, lawfully and effectively granted, pledged, and assigned by the Institution or the Obligated Group Member, provided that the Obligated Group Members may subject to the lien of the Indenture any such excepted property, whereupon the same shall cease to be excepted property and (2) subject and subordinate to Permitted Encumbrances (as defined in the Indenture) as to the property covered thereby and all revenues and receipts derived from such property.

2. Any and all property that may, at any time, by delivery or by writing of any kind, be subjected to the lien and security interest of the Indenture by the Institution or any Obligated Group Members or by anyone in their behalf (and the Master Trustee is authorized to receive the same at any time as additional security under the Indenture), which subjection to the lien and security interest of the Indenture of any such property as additional security may be made subject to any reservations, limitations, or conditions which shall be set forth in a written instrument executed by the Institution or any Obligated Group Member or the person so acting in their behalf or by the Master Trustee respecting the use and disposition of such property or the proceeds thereof.

Definitions

"**Gross Receipts**" means all receipts, revenues, income and other moneys received by or on behalf of the Obligated Group Members (except if received from another Obligated Group Member), including, without limitation, contributions, donations and pledges whether in the form of cash, securities or other personal property, revenues derived from the operation of all facilities of the Obligated Group Members, and all rights-to receive the same, whether in the form of accounts receivable, contract rights, chattel paper, instruments or other rights, and the proceeds thereof, and any insurance thereon, whether now existing or hereafter coming to existence and whether now owned or held or hereafter acquired by the Obligated Group Members calculated in accordance with generally accepted accounting practices as then in effect; provided, however, that gifts, grants, bequests, donations and contributions made to . any Obligated Group Member designated at the time of-making thereof by the donor or maker as being for certain specific purposes, and the income derived therefrom, to the extent required by such designation, shall be excluded from Gross Receipts, and provided further, that all rents, income and profits from properties subject to Permitted Encumbrances (as defined in the Indenture) shall be excluded from Gross Receipts whether or not designated to the extent required by such Permitted Encumbrances.