

## EXHIBIT C

(1) As used herein, "Gross Receipts" shall mean all contract rights, general intangibles, instruments, chattel paper, and documents of the Corporation as defined in the U.C.C. which now or hereafter arise or are created in connection with or with respect to the Facilities, and all other revenues, income, receipts and money received by or on behalf of the Corporation from or with respect to the Facilities (other than revenues, income, receipts and money received by the Corporation as agent for and on behalf of some person other than the Corporation), and all rights to receive the same, whether in the form of contract rights or other rights, and the proceeds of such rights whether now owned or held or hereafter coming into existence, including, but without limiting the generality of the foregoing, (a) revenues derived from its operations at or with respect to the Facilities, (b) gifts, grants, bequests, donations and contributions to the Corporation with respect to the Facilities, and (c) proceeds derived in connection with or with respect to the Facilities from (i) insurance, except to the extent the use thereof is otherwise required by the Agreement, (ii) condemnation awards or sales under a reasonably apprehended threat of condemnation, except to the extent the use thereof is otherwise required by the Agreement, (iii) securities and other investments, (iv) intangible property, (v) medical or expense reimbursement or insurance programs or agreements, (vi) Inventory, Equipment and other real or personal property, and (vii) contract rights, general intangibles and other rights and assets now or hereafter owned, held or possessed by or on behalf of the Corporation (including any similar assets that may be listed on the "asset" side of the balance sheet of the Corporation). "Gross Receipts" shall not, however, include (A) accounts receivable, (B) borrowed funds which are loaned or advanced to the Company pursuant to loan agreements which are permitted under the Reimbursement Agreement dated as of November 1, 1984 between the Corporation and National Westminster Bank USA or the Agreement or (C) gifts, grants, bequests, donations and contributions to the Corporation heretofore or hereafter made, which are required to be excluded by the terms of the incurrence or which are designated at the time of the making thereof by the donor or maker as being specifically restricted to a particular purpose and the income derived therefrom, all to the extent required by the terms of the incurrence or such designation.

(2) As used herein, "Inventory" shall mean all presently existing and after acquired inventory (as such term is defined in the U.C.C.), wherever located, of the Corporation used or to be used in connection with the Hospital, and all renewals and replacements thereto or thereof, substitutions therefor and all cash and non-cash proceeds (including insurance proceeds) therefrom.

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