


Fill in this information to identify the case:

Debtor 1 Merit Health Northwest Mississippi Med affiliate of Curae 

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05665

FILED**OCT 30 2018****U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN****Official Form 410****Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Chemtreat</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Chemtreat</u> Name <u>5640 Cox Rd suite 300</u> Number Street <u>Glen Allen</u> <u>VA</u> <u>23060</u> City State ZIP Code Contact phone <u>804-935-2178</u> Contact email <u>collections@chemtreat.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 9 0 6

7. How much is the claim? \$ 8,452.40 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Goods Sold and Services performed

9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☒ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10 25 2018
MM / DD / YYYY

Karen L White
Signature

Print the name of the person who is completing and signing this claim:

Name Karen L White
First name Middle name Last name

Title Supervisor Credit and Collections

Company Chemtreat
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5640 Cox Rd Suite 300
Number Street
Glen Allen VA 23060
City State ZIP Code

Contact phone 804-935-2178 Email collections@chemtreat.com

ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: **2576659**
Invoice Date: 03/28/18
Page: 1 of 1
PO#: .
REL#: .
Terms: NET 60
BOL#: 1895974-C
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
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1 EA	Keyline: 11 LIMITED WATER TREATMENT		703.69/EA	703.69
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Subtotal 703.69

Total USD 703.69

REVERSE AND REBILL ORIGINAL INVOICE #2570684 TO CORRECT TAX
LIMITED WATER TREATMENT
FOR THE MONTH OF
MAR, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: DEBIT MEMO	Salesman#: 050-022
Ref#: 1	Whs: 3 Nederland, Texas	Ship Date: 03/15/18



Terms and Conditions of Sale

Program, Products and Delivery. ChemTreat shall provide its "Program," which is defined as and includes the specialty water treatment chemicals and equipment (collectively "Products") and applicable services as summarized on the applicable Exhibits. The acceptance of any order for Products under this Agreement is expressly conditioned upon the signed acceptance of these terms and conditions. Any additional or different terms or conditions set forth in Customer's purchase order or similar communication to confirm an order for Products following the Effective Date are expressly objected to and will not be binding unless specifically agreed to, in writing, by an authorized representative of ChemTreat. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. All sales are made FOB point of destination plus applicable fuel charge. In the event of a service billing, ChemTreat retains title to any Products prior to their usage at the Customer facility. Products may not be returned without the prior, written consent of ChemTreat.

Customer Responsibilities. Customer agrees to inform ChemTreat of any special conditions or recommended safety precautions at Customer's facility. ChemTreat will accept no responsibility for: (i) Customer's lack of diligence or failure, in whole or in part, to follow the recommended implementation of the Program by ChemTreat; (ii) Customer's, or Customer's contractor's, failure or negligence in operating the Equipment or Customer's systems in which the Products are used; (iii) the introduction of materials or chemicals into Customer's systems which are not recommended or provided by ChemTreat; or (iv) Customer's failure to provide accurate and representative information regarding Customer's operating conditions or a change in such conditions not otherwise communicated to ChemTreat. All services related to the Program, shall be provided in a professional manner in line with industry standards with reasonable diligence and care. ChemTreat may subcontract portions of work to be performed under this Agreement provided that the subcontractor shall be acceptable to Customer. ChemTreat reserves the right to use non-union labor for supervision, testing, and service of Equipment. Customer agrees that ChemTreat shall have the right to inspect and service Equipment during all normal business hours.

Equipment: Where Customer's Program includes the provision of Equipment, the following shall apply: (a) Ownership: Unless and until such time Customer pays for Equipment in full, any Equipment provided hereunder shall remain the sole and exclusive personal property of ChemTreat even though Customer may attach Equipment to realty. ChemTreat may cause such Equipment to be marked to indicate ChemTreat's ownership. Customer agrees to cooperate in the filing of any necessary financing statements to protect ChemTreat's interests; (b) Use: Equipment shall be used only in conjunction with the prescribed use of ChemTreat Products and Customer agrees not to introduce any other material into the Equipment; (c) Customer Facility: Customer shall install and provide necessary utilities as specified by ChemTreat for the term of this Agreement and, in addition, will provide Equipment with shelter, tank pads, spill protection and foundations as appropriate. Customer shall receive, unload, and place Equipment at no cost to ChemTreat; (d) Maintenance and Consumables: ChemTreat shall be responsible for all routine maintenance, within the scope of the applicable Equipment warranty, and Customer shall be responsible for purchasing all consumables in connection with the use of the Equipment; and (e) Risk of Loss: Customer agrees to assume all risk of loss arising from or pertaining to the possession, operation, or use of such Equipment. Customer shall obtain and maintain for the term of this Agreement property damage and liability insurance sufficient to cover loss or damage to the Equipment including, without limitation, loss by fire (including so-called extended coverage) and such other risks of loss as are customarily insured against for the businesses in which Customer is engaged.

Payment: Customer agrees to pay ChemTreat in accordance with the invoices rendered by ChemTreat. Separate invoices may be issued for Program and Equipment costs and other items as required by Customer. All invoices shall be paid net 30 days. State and local taxes shall be added to each invoice unless an applicable tax exemption certificate is submitted to ChemTreat prior to the placement of any order. If, in ChemTreat's sole discretion the financial condition of Customer at the time of shipment does not justify the terms of payment specified, ChemTreat reserves the right to either 1) request from Customer full or partial payment or adequate assurance of performance prior to shipment or 2) suspend shipment until such payment or assurances from Customer are received.

Annual Price Adjustment: At the end of each 12 month period, ChemTreat and Customer agree to hold good faith discussions regarding any developments in the costs of materials, manufacture of the Product(s) or a change in Customer's operating conditions which would suggest a price adjustment for the Products for the coming 12 month period.

Reconciliation: This agreement will be adjusted as needed based on an annual reconciliation. Should the usage be within five percent of the estimate and/or by mutual agreement, there will be no change to the monthly rate. This is based on the price per pound stated on the following Program Summary form.

Term and Termination: Unless otherwise stated above, the Agreement shall have an initial term as set forth on the cover page and automatically renew for additional 12 month terms unless otherwise terminated hereunder. Either party may terminate this Agreement for breach only where written notice of the alleged breach is provided and the breaching party is afforded 30 days to remedy such breach. Notwithstanding the foregoing, this agreement may be terminated for convenience by either party only upon 30 days prior written notice to the other party. Where Customer has exercised its right to terminate for convenience hereunder, Customer shall pay ChemTreat for any and all existing inventory (either on site or on order) and for any installed Equipment as of the date of termination. Where ChemTreat exercises its rights to terminate hereunder, ChemTreat may ask for return or payment in full for existing inventory or Equipment in its sole discretion. Termination of this Agreement shall not affect monies owed by one party to the other party with regard to outstanding invoices and shall not limit either party from pursuing any other remedies available to it, including injunctive relief.

Warranties: All Products are inspected before shipment. ChemTreat warrants to Customer that the Products manufactured by ChemTreat will conform to ChemTreat's specifications, if any. ChemTreat makes no other warranties of any kind, whether statutory, written, oral, expressed or implied as to the goods or their condition, quality or characteristics, or as to any other matter.

The foregoing warranties are in lieu of all other express and implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether known or not known to ChemTreat.

Customer's sole and exclusive remedy for breach of this warranty shall be limited to replacement of Products only where prompt, written notice of such failure is given to ChemTreat.

Proprietary Information and Confidentiality The parties recognize that any existing trade names, trademarks and copyrighted materials or patents, licenses, or other rights to proprietary technology of either party is the exclusive proprietary and confidential information of such party ("Proprietary Information"). Unless otherwise provided herein, any unauthorized use of such Proprietary Information is expressly prohibited. The receiving party shall take such reasonable measures to maintain as confidential such Proprietary Information as it takes to protect its own Proprietary Information, and shall not publish or otherwise disclose such Proprietary Information.

Indemnification: Customer shall assume all responsibility for injury or damage to Customer or others based on or arising out of the possession, handling or use by Customer or by others of the Equipment and Products purchased from ChemTreat for any purpose whatsoever, including, but not limited to, any injuries or damages arising from spillage or other occurrences during the unloading of the Products at their destination. Customer agrees to defend, indemnify, and hold ChemTreat, its affiliates, employees harmless from and against all losses, claims, suits, etc., based upon personal injury or damage to property arising out of Customer's use or handling of the Products.

Limitation of Liability: With the exception of the Indemnification and Proprietary Information and Confidentiality obligations set forth in this Agreement, in no event shall either party be liable for indirect, special, incidental or consequential damages, damages for loss of Product, lost profit, plant downtime, whether or not such party has been advised of the possibility of the same, and whether in contract, tort, negligence or otherwise. In no event shall the amount of damages payable under this Agreement exceed \$100,000.00 in aggregate on an annual basis.

Force Majeure: ChemTreat shall not be liable for any loss or damages as a result of any delay in delivery or performance due to any cause beyond ChemTreat's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, inability to obtain materials, or delay in transportation or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.

Assignment: Customer may not assign or any or all of its duties or rights hereunder, without the prior, written consent of ChemTreat. Assignment in violation of this Agreement shall be deemed null and void.

Governing Law: This agreement shall be governed and construed according to the laws of the Commonwealth of Virginia

ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2576661
Invoice Date: 03/28/18
Page: 1 of 1
PO#: .
REL#:
Terms: NET 60
BOL#: 1895977-C
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		703.69/EA	703.69
			Subtotal	703.69
			Total	USD 703.69

REVERSE AND REBILL ORIGINAL INVOICE #2556090 TO CORRECT TAX
LIMITED WATER TREATMENT
FOR THE MONTH OF
FEB, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: DEBIT MEMO	Salesman#: 050-022
Ref#: Case 3:18-bk-05665-3	Whs: 3 Nederland, Texas	Ship Date: 02/15/18



Terms and Conditions of Sale

Program, Products and Delivery. ChemTreat shall provide its "Program," which is defined as and includes the specialty water treatment chemicals and equipment (collectively "Products") and applicable services as summarized on the applicable Exhibits. The acceptance of any order for Products under this Agreement is expressly conditioned upon the signed acceptance of these terms and conditions. Any additional or different terms or conditions set forth in Customer's purchase order or similar communication to confirm an order for Products following the Effective Date are expressly objected to and will not be binding unless specifically agreed to, in writing, by an authorized representative of ChemTreat. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. All sales are made FOB point of destination plus applicable fuel charge. In the event of a service billing, ChemTreat retains title to any Products prior to their usage at the Customer facility. Products may not be returned without the prior, written consent of ChemTreat.

Customer Responsibilities. Customer agrees to inform ChemTreat of any special conditions or recommended safety precautions at Customer's facility. ChemTreat will accept no responsibility for: (i) Customer's lack of diligence or failure, in whole or in part, to follow the recommended implementation of the Program by ChemTreat; (ii) Customer's, or Customer's contractor's, failure or negligence in operating the Equipment or Customer's systems in which the Products are used; (iii) the introduction of materials or chemicals into Customer's systems which are not recommended or provided by ChemTreat; or (iv) Customer's failure to provide accurate and representative information regarding Customer's operating conditions or a change in such conditions not otherwise communicated to ChemTreat. All services related to the Program, shall be provided in a professional manner in line with industry standards with reasonable diligence and care. ChemTreat may subcontract portions of work to be performed under this Agreement provided that the subcontractor shall be acceptable to Customer. ChemTreat reserves the right to use non-union labor for supervision, testing, and service of Equipment. Customer agrees that ChemTreat shall have the right to inspect and service Equipment during all normal business hours.

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The foregoing warranties are in lieu of all other express and implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether known or not known to ChemTreat.

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Indemnification: Customer shall assume all responsibility for injury or damage to Customer or others based on or arising out of the possession, handling or use by Customer or by others of the Equipment and Products purchased from ChemTreat for any purpose whatsoever, including, but not limited to, any injuries or damages arising from spillage or other occurrences during the unloading of the Products at their destination. Customer agrees to defend, indemnify, and hold ChemTreat, its affiliates, employees harmless from and against all losses, claims, suits, etc., based upon personal injury or damage to property arising out of Customer's use or handling of the Products.

Limitation of Liability: With the exception of the Indemnification and Proprietary Information and Confidentiality obligations set forth in this Agreement, in no event shall either party be liable for indirect, special, incidental or consequential damages, damages for loss of Product, lost profit, plant downtime, whether or not such party has been advised of the possibility of the same, and whether in contract, tort, negligence or otherwise. In no event shall the amount of damages payable under this Agreement exceed \$100,000.00 in aggregate on an annual basis.

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2576665
Invoice Date: 03/28/18
Page: 1 of 1
PO#: .
REL#: .
Terms: NET 60
BOL#: 1895985-C
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
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1 EA	Keyline: 11 LIMITED WATER TREATMENT		703.69/EA	703.69
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Subtotal 703.69

Total USD 703.69

REVERSE AND REBILL ORIGINAL INVOICE #2539600 TO CORRECT TAX
LIMITED WATER TREATMENT
FOR THE MONTH OF
JAN, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: DEBIT MEMO	Salesman#: 050-022
Ref#: Case 3:18-bk-05665	Attn: Claim 111-1	Ship Date: 01/15/18



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Warranties: All Products are inspected before shipment. ChemTreat warrants to Customer that the Products manufactured by ChemTreat will conform to ChemTreat's specifications, if any. ChemTreat makes no other warranties of any kind, whether statutory, written, oral, expressed or implied as to the goods or their condition, quality or characteristics, or as to any other matter.

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Indemnification: Customer shall assume all responsibility for injury or damage to Customer or others based on or arising out of the possession, handling or use by Customer or by others of the Equipment and Products purchased from ChemTreat for any purpose whatsoever, including, but not limited to, any injuries or damages arising from spillage or other occurrences during the unloading of the Products at their destination. Customer agrees to defend, indemnify, and hold ChemTreat, its affiliates, employees harmless from and against all losses, claims, suits, etc., based upon personal injury or damage to property arising out of Customer's use or handling of the Products.

Limitation of Liability: With the exception of the Indemnification and Proprietary Information and Confidentiality obligations set forth in this Agreement, in no event shall either party be liable for indirect, special, incidental or consequential damages, damages for loss of Product, lost profit, plant downtime, whether or not such party has been advised of the possibility of the same, and whether in contract, tort, negligence or otherwise. In no event shall the amount of damages payable under this Agreement exceed \$100,000.00 in aggregate on an annual basis.

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2583001
Invoice Date: 04/06/18
Page: 1 of 1
PO#: 749-6684064
REL#:
Terms: NET 60
BOL#: 1888882
Shipped Via: UPS GROUND
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
2 EA	LEGIONELLA-TEST-SPECIALPATHOGENS LEGIONELLA TESTING WITH SPECIAL PATHOGENS Keyline: 10 WATER CONSULTANT FEES		250.0000/EA	500.00
Subtotal				500.00
Shipping and Handling				30.00
Total				USD 530.00

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:

ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#: 17C	Whs: Claim 111-1	Ship Date: 04/06/18



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Program, Products and Delivery. ChemTreat shall provide its "Program," which is defined as and includes the specialty water treatment chemicals and equipment (collectively "Products") and applicable services as summarized on the applicable Exhibits. The acceptance of any order for Products under this Agreement is expressly conditioned upon the signed acceptance of these terms and conditions. Any additional or different terms or conditions set forth in Customer's purchase order or similar communication to confirm an order for Products following the Effective Date are expressly objected to and will not be binding unless specifically agreed to, in writing, by an authorized representative of ChemTreat. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. All sales are made FOB point of destination plus applicable fuel charge. In the event of a service billing, ChemTreat retains title to any Products prior to their usage at the Customer facility. Products may not be returned without the prior, written consent of ChemTreat.

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: **2586588**
Invoice Date: 04/16/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		703.69/EA	703.69
			Subtotal	703.69
			Total	USD 703.69

LIMITED WATER TREATMENT
FOR THE MONTH OF
APR, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#: Case 3:18-bk-05663	Whs: Claim 111-1 - Filed 10/30/18	Ship Date: 04/16/18



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Program, Products and Delivery. ChemTreat shall provide its "Program," which is defined as and includes the specialty water treatment chemicals and equipment (collectively "Products") and applicable services as summarized on the applicable Exhibits. The acceptance of any order for Products under this Agreement is expressly conditioned upon the signed acceptance of these terms and conditions. Any additional or different terms or conditions set forth in Customer's purchase order or similar communication to confirm an order for Products following the Effective Date are expressly objected to and will not be binding unless specifically agreed to, in writing, by an authorized representative of ChemTreat. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. All sales are made FOB point of destination plus applicable fuel charge. In the event of a service billing, ChemTreat retains title to any Products prior to their usage at the Customer facility. Products may not be returned without the prior, written consent of ChemTreat.

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2601812
Invoice Date: 05/15/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		703.69/EA	703.69
			Subtotal	703.69
			Total	USD 703.69

LIMITED WATER TREATMENT
FOR THE MONTH OF
MAY, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#: Case 3:18-bk-05665	Whs: 3 Nederland, Texas	Ship Date: 05/15/18



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Indemnification: Customer shall assume all responsibility for injury or damage to Customer or others based on or arising out of the possession, handling or use by Customer or by others of the Equipment and Products purchased from ChemTreat for any purpose whatsoever, including, but not limited to, any injuries or damages arising from spillage or other occurrences during the unloading of the Products at their destination. Customer agrees to defend, indemnify, and hold ChemTreat, its affiliates, employees harmless from and against all losses, claims, suits, etc., based upon personal injury or damage to property arising out of Customer's use or handling of the Products.

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2618489
Invoice Date: 06/15/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		703.69/EA	703.69
			Subtotal	703.69
			Total	USD 703.69

LIMITED WATER TREATMENT
FOR THE MONTH OF
JUN, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#: Case 3:18-bk-05665	Whs: 3 Nederland, Texas	Ship Date: 06/15/18



Terms and Conditions of Sale

Program, Products and Delivery. ChemTreat shall provide its "Program," which is defined as and includes the specialty water treatment chemicals and equipment (collectively "Products") and applicable services as summarized on the applicable Exhibits. The acceptance of any order for Products under this Agreement is expressly conditioned upon the signed acceptance of these terms and conditions. Any additional or different terms or conditions set forth in Customer's purchase order or similar communication to confirm an order for Products following the Effective Date are expressly objected to and will not be binding unless specifically agreed to, in writing, by an authorized representative of ChemTreat. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. All sales are made FOB point of destination plus applicable fuel charge. In the event of a service billing, ChemTreat retains title to any Products prior to their usage at the Customer facility. Products may not be returned without the prior, written consent of ChemTreat.

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: **2633424**
Invoice Date: 07/16/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		703.69/EA	703.69
Subtotal				703.69
Total				USD 703.69

LIMITED WATER TREATMENT
FOR THE MONTH OF
JUL, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#: Case 3:18-bk-05665	Whs: 3 Nederland, Texas	Ship Date: 07/16/18



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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2649979
Invoice Date: 08/15/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH NW MISSISSIPPI-DIP
attn: MICHAEL SMITH/KATHY LONG
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

MERIT HEALTH NORTHWEST MISSISSIPPI
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		703.69/EA	703.69
			Subtotal	703.69
			Total	USD 703.69

LIMITED WATER TREATMENT
FOR THE MONTH OF
AUG, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:

ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29147-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#: Case 3:18-bk-05665	Whse: 3 Nederland, Texas	Ship Date: 08/15/18



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Assignment: Customer may not assign of any or all of its duties or rights hereunder, without the prior, written consent of ChemTreat. Assignment in violation of this Agreement shall be deemed null and void.

Governing Law: This agreement shall be governed and construed according to the laws of the Commonwealth of Virginia

ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2601809
Invoice Date: 05/15/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH GILMORE MEM-DIP
attn: ACCOUNTS PAYABLE
1105 EARL FRYE BOULEVARD
AMORY, MS 38821

MERIT HEALTH GILMORE MEMORIAL
1105 EARL FRYE BOULEVARD
AMORY, MS 38821

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		573.22/EA	573.22
			Subtotal	573.22
			Total	USD 573.22

LIMITED WATER TREATMENT
FOR THE MONTH OF
MAY, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:

ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29155-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#: Case 3:18-bk-05665	Whs: 3 Nederland, Texas	Ship Date: 05/15/18



Terms and Conditions of Sale

Program, Products and Delivery. ChemTreat shall provide its "Program," which is defined as and includes the specialty water treatment chemicals and equipment (collectively "Products") and applicable services as summarized on the applicable Exhibits. The acceptance of any order for Products under this Agreement is expressly conditioned upon the signed acceptance of these terms and conditions. Any additional or different terms or conditions set forth in Customer's purchase order or similar communication to confirm an order for Products following the Effective Date are expressly objected to and will not be binding unless specifically agreed to, in writing, by an authorized representative of ChemTreat. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. All sales are made FOB point of destination plus applicable fuel charge. In the event of a service billing, ChemTreat retains title to any Products prior to their usage at the Customer facility. Products may not be returned without the prior, written consent of ChemTreat.

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Equipment: Where Customer's Program includes the provision of Equipment, the following shall apply: (a) Ownership: Unless and until such time Customer pays for Equipment in full, any Equipment provided hereunder shall remain the sole and exclusive personal property of ChemTreat even though Customer may attach Equipment to realty. ChemTreat may cause such Equipment to be marked to indicate ChemTreat's ownership. Customer agrees to cooperate in the filing of any necessary financing statements to protect ChemTreat's interests; (b) Use: Equipment shall be used only in conjunction with the prescribed use of ChemTreat Products and Customer agrees not to introduce any other material into the Equipment; (c) Customer Facility: Customer shall install and provide necessary utilities as specified by ChemTreat for the term of this Agreement and, in addition, will provide Equipment with shelter, tank pads, spill protection and foundations as appropriate. Customer shall receive, unload, and place Equipment at no cost to ChemTreat; (d) Maintenance and Consumables: ChemTreat shall be responsible for all routine maintenance, within the scope of the applicable Equipment warranty, and Customer shall be responsible for purchasing all consumables in connection with the use of the Equipment; and (e) Risk of Loss: Customer agrees to assume all risk of loss arising from or pertaining to the possession, operation, or use of such Equipment. Customer shall obtain and maintain for the term of this Agreement property damage and liability insurance sufficient to cover loss or damage to the Equipment including, without limitation, loss by fire (including so-called extended coverage) and such other risks of loss as are customarily insured against for the businesses in which Customer is engaged.

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Annual Price Adjustment: At the end of each 12 month period, ChemTreat and Customer agree to hold good faith discussions regarding any developments in the costs of materials, manufacture of the Product(s) or a change in Customer's operating conditions which would suggest a price adjustment for the Products for the coming 12 month period.

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Warranties: All Products are inspected before shipment. ChemTreat warrants to Customer that the Products manufactured by ChemTreat will conform to ChemTreat's specifications, if any. ChemTreat makes no other warranties of any kind, whether statutory, written, oral, expressed or implied as to the goods or their condition, quality or characteristics, or as to any other matter.

The foregoing warranties are in lieu of all other express and implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether known or not known to ChemTreat.

Customer's sole and exclusive remedy for breach of this warranty shall be limited to replacement of Products only where prompt, written notice of such failure is given to ChemTreat.

Proprietary Information and Confidentiality The parties recognize that any existing trade names, trademarks and copyrighted materials or patents, licenses, or other rights to proprietary technology of either party is the exclusive proprietary and confidential information of such party ("Proprietary Information"). Unless otherwise provided herein, any unauthorized use of such Proprietary Information is expressly prohibited. The receiving party shall take such reasonable measures to maintain as confidential such Proprietary Information as it takes to protect its own Proprietary Information, and shall not publish or otherwise disclose such Proprietary Information.

Indemnification: Customer shall assume all responsibility for injury or damage to Customer or others based on or arising out of the possession, handling or use by Customer or by others of the Equipment and Products purchased from ChemTreat for any purpose whatsoever, including, but not limited to, any injuries or damages arising from spillage or other occurrences during the unloading of the Products at their destination. Customer agrees to defend, indemnify, and hold ChemTreat, its affiliates, employees harmless from and against all losses, claims, suits, etc., based upon personal injury or damage to property arising out of Customer's use or handling of the Products.

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2618486
Invoice Date: 06/15/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH GILMORE MEM-DIP
attn: ACCOUNTS PAYABLE
1105 EARL FRYE BOULEVARD
AMORY, MS 38821

MERIT HEALTH GILMORE MEMORIAL
1105 EARL FRYE BOULEVARD
AMORY, MS 38821

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		573.22/EA	573.22
			Subtotal	573.22
			Total	USD 573.22

LIMITED WATER TREATMENT
FOR THE MONTH OF
JUN, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#: 29155-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#: 2	Whs: 3 Nederland, Texas	Ship Date: 06/15/18



Terms and Conditions of Sale

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Indemnification: Customer shall assume all responsibility for injury or damage to Customer or others based on or arising out of the possession, handling or use by Customer or by others of the Equipment and Products purchased from ChemTreat for any purpose whatsoever, including, but not limited to, any injuries or damages arising from spillage or other occurrences during the unloading of the Products at their destination. Customer agrees to defend, indemnify, and hold ChemTreat, its affiliates, employees harmless from and against all losses, claims, suits, etc., based upon personal injury or damage to property arising out of Customer's use or handling of the Products.

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: **2633421**
Invoice Date: 07/16/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH GILMORE MEM-DIP
attn: ACCOUNTS PAYABLE
1105 EARL FRYE BOULEVARD
AMORY, MS 38821

MERIT HEALTH GILMORE MEMORIAL
1105 EARL FRYE BOULEVARD
AMORY, MS 38821

Quantity	Description	Weight	Unit Price	Extended Price
1 EA	Keyline: 11 LIMITED WATER TREATMENT		573.22/EA	573.22

Subtotal 573.22
Total USD 573.22

LIMITED WATER TREATMENT
FOR THE MONTH OF
JUL, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
ABA #071000039 ACH Only
Acct #8765007574
Attn: Accounts Receivable (804) 935-2178

Cust#:	29155-00	Invoice Type:	INVOICE	Salesman#:	050-022
Ref#:		Whs:	3 Nederland, Texas	Ship Date:	07/16/18



Terms and Conditions of Sale

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ChemTreat, Inc.
5640 Cox Road
Glen Allen, VA 23060



Invoice#: 2649976
Invoice Date: 08/15/18
Page: 1 of 1
PO#:
REL#:
Terms: NET 60
BOL#:
Shipped Via: NA
Fgt.Terms: PPD

MERIT HEALTH GILMORE MEM-DIP
attn: ACCOUNTS PAYABLE
1105 EARL FRYE BOULEVARD
AMORY, MS 38821

MERIT HEALTH GILMORE MEMORIAL
1105 EARL FRYE BOULEVARD
AMORY, MS 38821

Quantity	Description	Weight	Unit Price	Extended Price
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1 EA	Keyline: 11 LIMITED WATER TREATMENT		573.22/EA	573.22
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Subtotal	573.22
Total	USD 573.22

LIMITED WATER TREATMENT
FOR THE MONTH OF
AUG, 2018
CONTRACT # HPG7271

Please Remit To:

ChemTreat, Inc.
15045 Collections Center Drive
Chicago, IL 60693
(804) 935-2178

Wire Instructions:
ABA #026009593 Wires Only
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Cust#: 29155-00	Invoice Type: INVOICE	Salesman#: 050-022
Ref#:	Whs: 3 Nederland, Texas	Ship Date: 08/15/18



Terms and Conditions of Sale

Program, Products and Delivery. ChemTreat shall provide its "Program," which is defined as and includes the specialty water treatment chemicals and equipment (collectively "Products") and applicable services as summarized on the applicable Exhibits. The acceptance of any order for Products under this Agreement is expressly conditioned upon the signed acceptance of these terms and conditions. Any additional or different terms or conditions set forth in Customer's purchase order or similar communication to confirm an order for Products following the Effective Date are expressly objected to and will not be binding unless specifically agreed to, in writing, by an authorized representative of ChemTreat. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. All sales are made FOB point of destination plus applicable fuel charge. In the event of a service billing, ChemTreat retains title to any Products prior to their usage at the Customer facility. Products may not be returned without the prior, written consent of ChemTreat.

Customer Responsibilities. Customer agrees to inform ChemTreat of any special conditions or recommended safety precautions at Customer's facility. ChemTreat will accept no responsibility for: (i) Customer's lack of diligence or failure, in whole or in part, to follow the recommended implementation of the Program by ChemTreat; (ii) Customer's, or Customer's contractor's, failure or negligence in operating the Equipment or Customer's systems in which the Products are used; (iii) the introduction of materials or chemicals into Customer's systems which are not recommended or provided by ChemTreat; or (iv) Customer's failure to provide accurate and representative information regarding Customer's operating conditions or a change in such conditions not otherwise communicated to ChemTreat. All services related to the Program, shall be provided in a professional manner in line with industry standards with reasonable diligence and care. ChemTreat may subcontract portions of work to be performed under this Agreement provided that the subcontractor shall be acceptable to Customer. ChemTreat reserves the right to use non-union labor for supervision, testing, and service of Equipment. Customer agrees that ChemTreat shall have the right to inspect and service Equipment during all normal business hours.

Equipment: Where Customer's Program includes the provision of Equipment, the following shall apply: (a) Ownership: Unless and until such time Customer pays for Equipment in full, any Equipment provided hereunder shall remain the sole and exclusive personal property of ChemTreat even though Customer may attach Equipment to realty. ChemTreat may cause such Equipment to be marked to indicate ChemTreat's ownership. Customer agrees to cooperate in the filing of any necessary financing statements to protect ChemTreat's interests; (b) Use: Equipment shall be used only in conjunction with the prescribed use of ChemTreat Products and Customer agrees not to introduce any other material into the Equipment; (c) Customer Facility: Customer shall install and provide necessary utilities as specified by ChemTreat for the term of this Agreement and, in addition, will provide Equipment with shelter, tank pads, spill protection and foundations as appropriate. Customer shall receive, unload, and place Equipment at no cost to ChemTreat; (d) Maintenance and Consumables: ChemTreat shall be responsible for all routine maintenance, within the scope of the applicable Equipment warranty, and Customer shall be responsible for purchasing all consumables in connection with the use of the Equipment; and (e) Risk of Loss: Customer agrees to assume all risk of loss arising from or pertaining to the possession, operation, or use of such Equipment. Customer shall obtain and maintain for the term of this Agreement property damage and liability insurance sufficient to cover loss or damage to the Equipment including, without limitation, loss by fire (including so-called extended coverage) and such other risks of loss as are customarily insured against for the businesses in which Customer is engaged.

Payment: Customer agrees to pay ChemTreat in accordance with the invoices rendered by ChemTreat. Separate invoices may be issued for Program and Equipment costs and other items as required by Customer. All invoices shall be paid net 30 days. State and local taxes shall be added to each invoice unless an applicable tax exemption certificate is submitted to ChemTreat prior to the placement of any order. If, in ChemTreat's sole discretion the financial condition of Customer at the time of shipment does not justify the terms of payment specified, ChemTreat reserves the right to either 1) request from Customer full or partial payment or adequate assurance of performance prior to shipment or 2) suspend shipment until such payment or assurances from Customer are received.

Annual Price Adjustment: At the end of each 12 month period, ChemTreat and Customer agree to hold good faith discussions regarding any developments in the costs of materials, manufacture of the Product(s) or a change in Customer's operating conditions which would suggest a price adjustment for the Products for the coming 12 month period.

Reconciliation: This agreement will be adjusted as needed based on an annual reconciliation. Should the usage be within five percent of the estimate and/or by mutual agreement, there will be no change to the monthly rate. This is based on the price per pound stated on the following Program Summary form.

Term and Termination: Unless otherwise stated above, the Agreement shall have an initial term as set forth on the cover page and automatically renew for additional 12 month terms unless otherwise terminated hereunder. Either party may terminate this Agreement for breach only where written notice of the alleged breach is provided and the breaching party is afforded 30 days to remedy such breach. Notwithstanding the foregoing, this agreement may be terminated for convenience by either party only upon 30 days prior written notice to the other party. Where Customer has exercised its right to terminate for convenience hereunder, Customer shall pay ChemTreat for any and all existing inventory (either on site or on order) and for any installed Equipment as of the date of termination. Where ChemTreat exercises its rights to terminate hereunder, ChemTreat may ask for return or payment in full for existing inventory or Equipment in its sole discretion. Termination of this Agreement shall not affect monies owed by one party to the other party with regard to outstanding invoices and shall not limit either party from pursuing any other remedies available to it, including injunctive relief.

Warranties: All Products are inspected before shipment. ChemTreat warrants to Customer that the Products manufactured by ChemTreat will conform to ChemTreat's specifications, if any. ChemTreat makes no other warranties of any kind, whether statutory, written, oral, expressed or implied as to the goods or their condition, quality or characteristics, or as to any other matter.

The foregoing warranties are in lieu of all other express and implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether known or not known to ChemTreat.

Customer's sole and exclusive remedy for breach of this warranty shall be limited to replacement of Products only where prompt, written notice of such failure is given to ChemTreat.

Proprietary Information and Confidentiality The parties recognize that any existing trade names, trademarks and copyrighted materials or patents, licenses, or other rights to proprietary technology of either party is the exclusive proprietary and confidential information of such party ("Proprietary Information"). Unless otherwise provided herein, any unauthorized use of such Proprietary Information is expressly prohibited. The receiving party shall take such reasonable measures to maintain as confidential such Proprietary Information as it takes to protect its own Proprietary Information, and shall not publish or otherwise disclose such Proprietary Information.

Indemnification: Customer shall assume all responsibility for injury or damage to Customer or others based on or arising out of the possession, handling or use by Customer or by others of the Equipment and Products purchased from ChemTreat for any purpose whatsoever, including, but not limited to, any injuries or damages arising from spillage or other occurrences during the unloading of the Products at their destination. Customer agrees to defend, indemnify, and hold ChemTreat, its affiliates, employees harmless from and against all losses, claims, suits, etc., based upon personal injury or damage to property arising out of Customer's use or handling of the Products.

Limitation of Liability: With the exception of the Indemnification and Proprietary Information and Confidentiality obligations set forth in this Agreement, in no event shall either party be liable for indirect, special, incidental or consequential damages, damages for loss of Product, lost profit, plant downtime, whether or not such party has been advised of the possibility of the same, and whether in contract, tort, negligence or otherwise. In no event shall the amount of damages payable under this Agreement exceed \$100,000.00 in aggregate on an annual basis.

Force Majeure: ChemTreat shall not be liable for any loss or damages as a result of any delay in delivery or performance due to any cause beyond ChemTreat's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, inability to obtain materials, or delay in transportation or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.

Assignment: Customer may not assign of any or all of its duties or rights hereunder, without the prior, written consent of ChemTreat. Assignment in violation of this Agreement shall be deemed null and void.

Governing Law: This agreement shall be governed and construed according to the laws of the Commonwealth of Virginia

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05665 Curae Health Inc.](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6773466)

Claim No: 111

Status:

CHEMTREAT

Original Filed

Filed by: CR

5640 COX RD SUITE 300

Date: 10/30/2018

Entered by: Intake1

GLEN ALLEN VA 23060

Original Entered

Modified:

Date: 10/30/2018

Amount claimed: \$8452.40

History:

[Details](#) [111-1](#) 10/30/2018 Claim #111 filed by CHEMTREAT, Amount claimed: \$8452.40 (Intake1)

Description: (111-1) Goods Sold and Services performed

Remarks:

Claims Register Summary

Case Name: Curae Health Inc.

Case Number: 3:18-bk-05665

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$8452.40
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		