

**Fill in this information to identify the case:**

Debtor 1 Curae Health Inc.  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE  
Case number: 18-05665

FILED  
U.S. Bankruptcy Court  
MIDDLE DISTRICT OF TENNESSEE  
1/7/2019  
MATTHEW T. LOUGHNEY, Clerk

**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**

<b>1. Who is the current creditor?</b>	<u>TCF Equipment Finance</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>TCF Equipment Finance</u>	_____
	Name	Name
	<u>11100 Wayzata Boulevard Suite 801 Minnetonka, MN 55305</u>	_____
	Contact phone <u>866-311-2755</u>	Contact phone _____
	Contact email <u>workouts@tcfef.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

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

<b>6. Do you have any number you use to identify the debtor?</b>	<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:</div><div style="border-bottom: 1px solid black; width: 150px; text-align: right;">7221</div></div>
<b>7. How much is the claim?</b>	<div style="display: flex; justify-content: space-between;"><div style="width: 40%;">\$ 114401.26</div><div style="width: 60%;"><b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
<b>8. What is the basis of the claim?</b>	<p>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 healthcare information.</p> <p style="text-align: center; border-bottom: 1px solid black;">Equipment Lease Agreement</p>
<b>9. Is all or part of the claim secured?</b>	<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.</div><div style="width: 80%;"><b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <span style="border-bottom: 1px solid black; display: inline-block; width: 200px;">Equipment</span></div></div> <div style="display: flex; justify-content: space-between;"><div><b>Basis for perfection:</b></div><div style="border-bottom: 1px solid black; width: 200px;">Equipment Lease, UCC</div></div> <p>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.)</p> <div style="display: flex; justify-content: space-between;"><div><b>Value of property:</b></div><div style="border-bottom: 1px solid black; width: 100px; text-align: right;">\$ 10000.00</div></div> <div style="display: flex; justify-content: space-between;"><div><b>Amount of the claim that is secured:</b></div><div style="border-bottom: 1px solid black; width: 100px; text-align: right;">\$ 10000.00</div></div> <div style="display: flex; justify-content: space-between;"><div><b>Amount of the claim that is unsecured:</b></div><div style="border-bottom: 1px solid black; width: 100px; text-align: right;">\$ 104401.26</div><div style="width: 30%; font-size: small;">(The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div style="display: flex; justify-content: space-between;"><div><b>Amount necessary to cure any default as of the date of the petition:</b></div><div style="border-bottom: 1px solid black; width: 150px; text-align: right;">\$</div></div> <div style="display: flex; justify-content: space-between;"><div><b>Annual Interest Rate</b> (when case was filed)</div><div style="border-bottom: 1px solid black; width: 50px; text-align: right;">4.98</div><div style="width: 20px; text-align: center;">%</div></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Variable</div><div></div></div>
<b>10. Is this claim based on a lease?</b>	<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition.</div><div style="border-bottom: 1px solid black; width: 100px;"></div></div>
<b>11. Is this claim subject to a right of setoff?</b>	<div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property:</div><div style="border-bottom: 1px solid black; width: 300px;"></div></div>

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<b>Amount entitled to priority</b>
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( <u>  </u> ) 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 1/7/2019  
 MM / DD / YYYY

/s/ Stefano Benvenuti  
 \_\_\_\_\_  
 Signature

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

Name	<u>Stefano Benvenuti</u>		
	First name	Middle name	Last name
Title	<u>Associate – Special Assets Officer</u>		
Company	<u>TCF Equipment Finance</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>11100 Wayzata Boulevard Suite 801</u>		
	Number Street		
	<u>Minnetonka, MN 55305</u>		
	City	State	ZIP Code
Contact phone	<u>866-311-2755</u>	Email	<u>workouts@tcfef.com</u>



**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 S. Milwaukee Avenue, Suite 301  
Libertyville, IL 60048  
PHONE: 800-258-3531 FAX: 847-549-0119

**MASTER EQUIPMENT LEASE AGREEMENT #18-106**

**LESSEE:** CURAE HEALTH, INC.  
1721 Midpark Road Suite 8200  
Knoxville, TN 37921  
**CONTACT:** Tim Brown  
**PHONE:** (865) 269-4074

1. Subject to the terms and conditions contained herein, Lessor hereby leases to Lessee, and Lessee leases from Lessor, the items of personal property (which, together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment", which Lessee confirms is being leased and will be used solely for commercial or business purposes (and not for consumer, personal, family or household purposes) described more fully in an equipment schedule (hereafter "Equipment Schedule") executed by Lessor and Lessee that specifically incorporates the terms and conditions of this Master Equipment Lease Agreement by reference (any such Equipment Schedule hereinafter referred to as a "Lease").

Each Equipment Schedule shall be considered a separate independent and enforceable lease. An executed counterpart of this Master Equipment Lease Agreement (including any supplements, addenda or riders hereto) or xerographic copy hereof, together with an executed Equipment Schedule, shall be the original of the lease for the Equipment described on such Equipment Schedule and together they constitute and shall be referred to herein as the "Lease" with respect to such Equipment. To the extent that this Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code of the applicable jurisdiction, no security interest in this Lease may be created through the transfer of possession of any counterpart other than a photocopy of the Master Equipment Lease Agreement marked "Copy" and the Equipment Schedule marked "Original". All other executed counterparts of the Equipment Schedule shall be marked "Duplicate".

2. With respect to each Lease, the term of each Lease (the "Entire Term") shall commence upon the Commencement Date and shall continue for the number of months (plus any partial month, if the Commencement Date is other than the first day of a month) stated in such Equipment Schedule. Lessee authorizes Lessor to insert such Commencement Date, provided that such date shall not be earlier than the date of delivery to Lessee of all or a substantial part of the Equipment.

3. The total rent for the Entire Term of each Lease is equal to the monthly rent payment multiplied by the number of months as both are stated in the Equipment Schedule (plus a pro-rata portion of one month's rent, if the Commencement Date is other than the first day of a month). Lessee agrees to pay the total rent in monthly installments, in advance, each in such stated amount (except, in the event the commencement date is other than the first day of a month, the first installment shall be a pro-rata portion of such amount), commencing on the Commencement Date and continuing on the first day of each month thereafter. The "Advance Rentals" stated in the Equipment Schedule shall be paid by Lessee prior to Lessor's acceptance of the Equipment Schedule, and shall be applied to such rental installments as stated therein. In the event the term of this Lease does not commence for any reason whatsoever, the Advance Rentals shall be retained by Lessor not as a penalty but as liquidated damages to cover Lessor's Administrative expenses in processing the application for the Equipment Schedule. Payment of all rentals and other amounts payable hereunder shall be made to Lessor at its above stated address or as it shall otherwise designate in writing. THIS MASTER EQUIPMENT LEASE AGREEMENT AND EACH EQUIPMENT SCHEDULE EXECUTED BY LESSEE IN CONNECTION HERewith IS IRREVOCABLE AND MAY NOT BE CANCELED, TERMINATED OR REVOKED BY LESSEE DURING THE TERM THEREOF FOR ANY REASON WHATSOEVER.

4. LESSEE REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE, AND LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) LESSOR'S TITLE TO OR THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY AND AS BETWEEN LESSEE AND LESSOR OR LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT "AS IS". LESSEE REPRESENTS THAT ALL THE EQUIPMENT SPECIFIED AND LEASED BY LESSEE IN ALL SCHEDULES IS STANDARDIZED WITHIN ITS INDUSTRY AND FURTHER THAT ITS COMMERCIAL VALUE IS NOT CONTINGENT UPON USE BY THE LESSEE.

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LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE OR ANY THIRD PARTY FOR ANY LOSS DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY OF THE EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR ANY DEFECT THEREIN, THE FAILURE OF OPERATION THEREOF, OR ANY REPAIR, SERVICE OR ADJUSTMENT THERETO, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF OR BY ANY INTERRUPTION OR SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL LESSOR BE LIABLE FOR ANY DAMAGES WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY UNITED STATES PATENT, TRADEMARK OR COPYRIGHT. LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS LEASE FOR TAX OR ACCOUNTING PURPOSES, OR AS TO THE COMPLIANCE OF THE EQUIPMENT WITH APPLICABLE GOVERNMENT REGULATIONS OR REQUIREMENTS, WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE SELLER NAMED IN THE EQUIPMENT SCHEDULE AND/OR MANUFACTURER OF THE EQUIPMENT. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY SELLER SHALL BE BINDING ON LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANY WAY AFFECT, ANY OF LESSEE'S OBLIGATIONS TO LESSOR AS SET FORTH HEREIN. Lessee agrees to look solely to the manufacturer or the carrier of the Equipment ("Seller") (which are solely responsible for supplying Lessee with all literature and manuals respecting the Equipment) for any claim arising from any defect, breach of warranty, failure or delay in delivery, misdelivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor hereunder shall not in any manner be affected thereby, including (without limitations) Lessee's obligations to pay Lessor all rent and other amounts payable under this Lease.

5. Lessee and Lessor agree and acknowledge that it is the intent of both parties that in the event Article 2A of the Uniform Commercial Code ("UCC") is deemed to be applicable to this Lease; this Lease shall qualify as a statutory finance lease under the UCC. Lessee acknowledges and agrees that Lessee has selected both: (1) the Equipment; and (2) the supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the supplier, and Lessor has not selected, manufactured or supplied the Equipment. **LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING THE LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE SUPPLIER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH RIGHTS.** Lessor agrees to order the Equipment from Seller but shall not be liable for specific performance or damages if, for any reason Seller delays or fails to fill such order. Lessor has no obligation to install the Equipment. Lessee acknowledges that Lessor is not the manufacturer or a supplier or a dealer of the Equipment and that Lessor has not recommended Seller to Lessee. Lessee hereby waives any claim against Lessor with respect to negligence or strict liability in the design, construction or manufacture of the Equipment.

This Lease shall constitute an Equipment Lease Agreement and nothing herein shall be construed as conveying to Lessee any right, title or interest in any of the Equipment.

6. Lessee shall accept the Equipment upon its delivery and authorizes Lessor to insert herein the serial numbers and any additional description of the items of Equipment so delivered. Unless Lessee gives Lessor and Seller written notice of each defect or other proper objection to any item of Equipment within five (5) days after delivery thereof, it shall be conclusively presumed that the Equipment was duly delivered and unconditionally accepted by Lessee. If Lessee wrongfully refuses delivery of any item of Equipment for any reason whatsoever, then and in that event, Lessee agrees to pay the price invoiced to Lessor by Seller, or if such payment is not made, Lessee indemnifies and holds Lessor harmless from and against, and agrees to protect and (at Lessor's option) to defend Lessor at Lessee's sole expense against (with counsel acceptable to Lessor), any claim or liability and damage by Seller with reference to such item of Equipment. Upon such payment, the applicable Lease shall terminate as to such item of Equipment only, and the rental thereunder shall be proportionately adjusted. Lessor shall not be responsible for the failure of the purchase order to contain any description, specification, term, or condition with respect to any item Leased hereunder, or its delivery, assembly or installation not set forth herein.

7. Lessee shall keep the Equipment within the United States at the "Location" of Equipment stated in the Equipment Schedule or, if none is specified, at Lessee's above-stated address within the United States, and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent.

8. Lessee shall use the Equipment in a careful manner and shall at all times, at its sole expense, keep and maintain the Equipment in good working condition, order, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions or improvements to the Equipment, which are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of the Lessor. Lessee agrees to cause the Equipment to be maintained by the original manufacturer's maintenance program or by independent agents certified by the original manufacturer or by Lessor.

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Lessee at its expense shall keep all Equipment current with the seller's latest safety, mechanical and software enhancements/ upgrades offered or recommended. At the end of this Lease, Equipment Lease Schedule or any renewal hereto, if the Lessee does not purchase the Equipment or enter into a renewal with the Lessor, any fees, charges or assessments of any kind whatsoever charged by the original manufacturer or their agent to re-certify, refurbish, or update the Equipment to qualify the Equipment for a resale, renewal lease, rental, or new maintenance or service agreement, shall be borne by the original Lessee. In lieu of the expenses / reimbursements in the immediately preceding sentence, the Lessor, at its sole election, shall have the right to bill and collect a one-time restocking / refurbishing fee in an amount equal to twelve and one-half percent of the original equipment cost. Any electronic / electrical / digital waste or scrap fees or any other taxes, charges, or fees assessed on the disposal of any of the Equipment under the Lease, shall be borne by the Lessee.

9. The Equipment is, and shall at all times remain, the property of the Lessor and Lessee shall have no right, title or interest therein or thereto except as expressly set forth herein. Upon Lessor's request, Lessee shall affix and keep in a prominent place on each item of Equipment such labels, plates and/or other markings indicating that the Equipment is owned by Lessor as Lessor shall specify. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment or to otherwise protect Lessor's interest. No invoice of Seller to Lessee shall, at any time, be deemed to have passed title to any of the Equipment to Lessee. Lessee hereby irrevocably and unconditionally assigns to Lessor all of Lessee's rights (but not its obligations) under any invoice or purchase order relating to the Equipment. Lessee shall not change or remove any insignia, label, plate or lettering that is on the Equipment at the time of delivery thereof, or that is thereafter placed thereon, indicating Lessor's ownership thereof. Except as may otherwise be provided by any written purchase or renewal option duly executed by Lessor, Lessee shall have no right to purchase or otherwise acquire title to or ownership of any of the Equipment or to extend the term of this Lease.

10. The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee represents, warrants and covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease, Lessee shall provide to Lessor, within ten (10) days following the execution by Lessee of a Lease, with a waiver from each landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights which such landlord and/or mortgagee may have in respect of any of the Equipment (including, but not limited to, claims against the Equipment by reason of accession or distraint, or that the Equipment constitutes a fixture affixed to real property) and to procure for Lessor, in form acceptable to Lessor, such documents with respect to such waiver as Lessor may reasonably request.

11. In the event Article 2A of the UCC is deemed to be applicable to this Lease, Lessee hereby agrees to waive any and all rights and remedies given by Section 2A-508 through 2A-522 of the UCC, including but not limited to the right to: reject the Lease and Equipment; cancel the Lease; revoke acceptance of the Equipment; "cover" by making any purchase or lease of Equipment in substitution for property due from Lessor; grant a security interest in the Equipment in its possession and control for any reason; recover damages under such UCC-2A sections for any breach of warranty and/or seek remedies of specific performance, replevin or the like for any Equipment. In addition, to the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies.

12. Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the term of this Lease and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay the total rent or any other obligation hereunder because of any such occurrence. No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease, which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event of damage to any of the Equipment, Lessee, at its sole expense and at the option of Lessor, shall immediately place the same in good condition and repair. If Lessor determines that any of the Equipment is lost, stolen or destroyed or damaged beyond repair, Lessee, at its sole expense and at the option of Lessor, shall (a) replace the same with like equipment in good condition and repair, or (b) acquire Lessor's interest in such item of Equipment by paying Lessor in cash (in addition to any other amount due hereunder) the unpaid balance of the total rent for the unexpired term hereof attributed to such item of Equipment with the future rent being discounted to its present value at a discount rate of 1.5% per annum as of the date of payment, plus Lessor's residual value as may be allocated to such Equipment.

13. Lessee shall, at its expense, keep the Equipment fully insured in favor of Lessor against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rent hereunder, plus Lessor's residual value as may be allocated to such Equipment, or (b) the full replacement cost of the Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited, or in any manner prejudiced by any default or by any breach of warranty condition, or covenant on the part of Lessee. Lessor, at its option, may apply any

Officer's Initials for Lessee: TSB

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proceeds of such insurance to replace or repair such Equipment and/or to Lessee's obligations hereunder. If Lessee shall fail to provide any such insurance or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the full cost thereof to the rent payment next becoming due, which Lessee agrees to pay as additional rent. The amount of such insurance shall be sufficient so that neither Lessor nor Lessee will be considered a co-insurer. Lessee also shall carry public liability insurance, both personal injury and property damage covering the Equipment. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as both "additional insured" and "loss payee", and all such liability insurance shall include Lessor as an "additional insured". Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor at least ten (10) days prior written notice of the effective date of any alteration or cancellation of such policy, and that Lessor's coverage under such policy shall not be affected by any default, misrepresentation or other breach by Lessor or Lessee under this Lease or such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. In any event, Lessee shall be liable for any loss, damage, expense or costs suffered or incurred by Lessor relating to or in any manner pertaining to this Lease, the Equipment or the use or operation of the Equipment.

14. Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens and encumbrances, and to pay all charges, taxes and fees that may now or hereafter be imposed upon the ownership, leasing, rental, sale, gross receipts, purchase, possession or use of the Equipment (except taxes on or measured by Lessor's net income) and shall give Lessor immediate written notice of any of the foregoing and hereby indemnifies Lessor against any loss caused thereby. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rent payment next becoming due, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments, financing statements and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder or to otherwise effectuate the intents of this Lease.

15. Lessee shall and does hereby indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens, and obligations (each, an "Indemnified Claim"), including (without limitation) counsel fees and costs, arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, leasing, renting, financing, operation (regardless of where, how and by whom operated), control, use condition (including but not limited to latent and other defects, whether or not discoverable by Lessee), maintenance, delivery, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, in the event that Lessee shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Lease for any reason whatsoever and irrespective of whether Lessor ever accepts this Lease. Lessee shall give Lessor prompt written notice of any Indemnified Claim and, at Lessor's sole option, shall defend Lessor against any Indemnified Claim at Lessee's sole expense with counsel selected by Lessor. Lessee is an independent contractor and nothing contained herein shall authorize Lessee or any other person to operate any item of Equipment so as to incur any liability or obligation for or on behalf of Lessor.

**16. LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS RIGHTS UNDER THIS MASTER EQUIPMENT LEASE AGREEMENT, ANY EQUIPMENT SCHEDULE OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR SUBLET, ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S WRITTEN CONSENT SHALL BE VOID.** Lessor may, without notice, transfer or assign this Master Equipment Lease Agreement or any Equipment Schedule or any interest therein and may mortgage, pledge, encumber or transfer any of its right or interest in and to same or any part thereof and, without limitation, each assignee, transferee and mortgagee shall have the right to further transfer or assign its interest. Each such assignee, transferee, mortgagee and Pledgee shall have all of the rights (but none of the obligations) of Lessor under this Lease, and Lessee hereby acknowledges notice of Lessor's intended assignment of Lessor's interest in this Lease and, upon such assignment, Lessee agrees not to assert against any of such transferee, assignee, mortgagee or Pledgee any defense, claim, counterclaim or set-off that Lessee may have against Lessor, whether arising under this Lease transaction or otherwise. Any assignee of Lessor's rights under this Lease shall be considered a third party beneficiary of all of Lessee's representations, warranties, and obligations hereunder to Lessor. Lessee agrees that after receipt by Lessee of written notice of an assignment from Lessor or from Lessor's assignee, all rent and other amounts which are then and thereafter due under this Lease shall be paid un-conditionally to such Assignee at the place of payment designated in such notice. Lessee acknowledges that any assignment of Lessor's

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interest would neither materially change the Lessee's obligations hereunder nor materially increase the burden or risk imposed on the Lessee under this Lease. Lessee further acknowledges that an assignment by the Lessor of its interest hereunder will be permitted even if the assignment would deem to materially affect the Lessee's interest.

17. As used in this Lease, the term "Event of Default" shall mean any one or more of the following: (a) the failure by Lessee to make any payment within ten (10) days when due hereunder or the failure by an Obligor (as hereinafter defined) to pay when due any of the Liabilities (as hereinafter defined); (b) the failure by an Obligor to observe or perform (i) any other agreement or obligation to be observed or performed hereunder or under any agreement, document or instrument delivered to Lessor by or on behalf of any Obligor or otherwise relating to any of the Liabilities (collectively, the "Other Documents"), or (ii) any other obligation of an Obligor to Lessor; (c) any representation or warranty made by or on behalf of any Obligor in this Lease or in any of the Other Documents shall at any time prove to have been incorrect or untrue when made; (d) the making by an Obligor of any misrepresentation to Lessor or the failure on the part of an Obligor to disclose to Lessor any material fact in connection with this Lease or otherwise, either contemporaneously herewith or at any time prior to subsequent to the execution hereof; (e) the breach by an Obligor of any warranty contained herein or in any Other Documents, including, without limitation, Lessee's failure to obtain or maintain any insurance required by Lessee hereunder; (f) a default in the payment of any indebtedness owed to any individual or entity other than Lessor, or a default in the performance or observance of the terms of any agreement, document or instrument pursuant to which such indebtedness was created, secured or guaranteed, the effect of which default is to cause or permit the holder of any such indebtedness to cause the same to be due prior to its stated maturity (whether or not such default is waived by the holder thereof); (g) the failure of an Obligor to pay, withhold, collect or remit when asserted or due any tax, assessment or other sum payable with respect to the Equipment or any security for any of the Liabilities (including, without limitation, any premium on any insurance policy with respect to any of the Equipment or any security for any of the Liabilities, or any insurance policy assigned to Lessor as security for any of the Liabilities), or the making of any tax assessment against any Obligor by the United States or any state or local government; (h) the entry of a judgment against an Obligor or any attachment, levy or execution against any property of an Obligor, or the condemnation or seizure of any part of any property of an Obligor by any governmental authority or court at the instance of such governmental authority; (i) the death of an Obligor, if an individual, or the death of any individual member of an Obligor, if a partnership or joint venture; (j) the change in control, management, ownership, or operations of the Obligor, or the suspension of the usual business of an Obligor, or the dissolution, liquidation or other termination of existence of the Obligor, or the adoption of any resolution for the dissolution, liquidation or other termination of existence of an Obligor, or the sale of material assets of an Obligor; (k) the failure of an Obligor (or any admission in writing by an Obligor of its inability) to generally pay its debts as they become due or the insolvency or business failure of an Obligor; (l) the filing of an application for appointment of trustee, custodian or receiver for any Obligor or of any part of an Obligor's property, or an assignment for the benefit of creditors by an Obligor, or the making or sending of notice of any intended bulk transfer by an Obligor; (m) the filing of a petition in bankruptcy by or against an Obligor, or the commencement by or against an Obligor of any proceeding under any bankruptcy or insolvency law or statute, or any law or statute relating to the relief of debtors or arrangement of debt, readjustment of indebtedness, reorganization, receivership or compositions, or the extension of indebtedness; (n) such a change in the condition or affairs (financial or otherwise) of an Obligor as shall, in sole opinion of Lessor, increase Lessor's risk with respect to this Lease, the Equipment or any of the Liabilities or any security therefor; or (o) Lessee allows a Blocked Person to have an ownership interest in or control of Lessee. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specifically Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government, or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Lessor, to be a person with whom Lessor is not permitted to extend credit to or with regard to whom, a Lessee relationship may result in penalties against Lessor or limitations on a Lessor's ability to enforce a transaction. Upon the occurrence of an Event of Default, then, at Lessor's option, and at any time, the entire unpaid total rent for the balance of the Entire Term, with the future rents being discounted to its present value at a discount rate of 1.5% as of the date of payment or judgment, whichever occurs first, hereof shall be at once due and payable and/or Lessor may, without demand or legal process, terminate this Lease and enter upon the premises where the Equipment is located, take possession of and remove same, and exercise any one or more of the following rights and remedies, without liability to Lessee therefor and without affecting Lessee's obligations hereunder; (i) sell, lease or otherwise dispose of the Equipment or any part thereof at one or more public or private sales, leases or other dispositions, at wholesale or retail, for such consideration, on such terms, for cash or on credit, as Lessor may deem advisable, on at least (10) days' prior notice to Lessee of any public sale or of the time after which private sale, lease or other disposition may be made (which notice Lessee acknowledges is reasonable); and/or (ii) retain the Equipment or any part thereof, crediting Lessee with the then reasonable rental value thereof for the balance of the Entire Term of this Lease; and/or (iii) require Lessee to assemble all Equipment at Lessee's sole expense, for Lessor's benefit, at a place reasonably designated by Lessor; and/or (iv) pursue any other remedy granted by an existing or future document executed by Lessee or by law. Lessee agrees to pay all Lessor's expenses, including (but not limited to) the costs of repossessing, storing, repairing and preparing Equipment for sale or lease, commissions payable in connection with any such sale or lease, and reasonable attorney's fees if an attorney shall be consulted. The net proceeds realized from any such sale, lease or other disposition or the exercise of any other remedy, after deducting therefrom an amount equal to the anticipated residual value of the Equipment (discounted to its present value as of the date of default at a

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discount rate of 1.5% per annum) and all expenses (which amount shall be retained by Lessor), shall be applied toward payment of the discounted unpaid rentals hereunder through the end of the Entire Term of the Lease (discounted to its present value as of the date of default at a discount rate of 1.5% per annum) and any other amounts due hereunder, with Lessee to remain liable for any deficiency. Any amount due Lessor under this Section 17 shall be deemed liquidated damages for the breach hereof and not a penalty. All rights and remedies of Lessor shall be cumulative and not alternative and are in addition to any other remedies provided by law. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion.

If any Equipment Schedule is deemed at any time to be a lease intended as security, Lessee grants Lessor a security interest in the Equipment to secure its obligations under such Equipment Schedule, all other Equipment Schedules and all other indebtedness at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

For purposes of this Lease, (a) the term "Obligor" shall mean Lessee and any guarantor, Pledgor or hypothecator, and any other party liable for any of the Liabilities of Lessee in addition to Lessee, and (b) the term "Liabilities" shall mean all liabilities and obligations of any kind of all Obligor (or any partnership, joint venture or other group of which an Obligor is a member) to Lessor whether (i) for the account of Lessor, or as agent for others, (ii) acquired directly or indirectly by Lessor from Lessee or otherwise, (iii) absolute or contingent, joint or several, secured or unsecured, liquidated or unliquidated, due or not due, contractual or tortious or now existing or hereinafter arising, or (iv) incurred by an Obligor as principal, surety, endorser, guarantor or otherwise, and including without limitation all expenses and attorney's fees, incurred by Lessor in connection with any such liabilities or obligations or any security therefor.

18. Whenever any rental or other amount payable to Lessor by Lessee hereunder is not paid within ten (10) days of such payments due date, Lessee agrees to pay Lessor, on demand, as liquidated damages and not as a penalty; (a) with respect to rental payments, (as a fee to offset Lessor's collection and administrative expenses) the greater of twenty-five dollars (\$25.00) or ten percent (10%) of the overdue amount to the extent permitted by applicable law. Such amount(s) shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided. Lessee agrees to also reimburse Lessor for any expenses (including Lessor's attorney's fees and costs) arising out of or caused by the Lease.

19. Lessee agrees that this Lease is irrevocable for the Entire Term, that Lessee's obligations under this Lease are absolute and unconditional and shall continue without abatement and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment to operate properly, termination by operation of law or any other cause. Lessee warrants that the application, statements and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Lease and to order the Equipment from Seller. Lessee agrees to provide Lessor accountant prepared year-end financial statements using Generally Accepted Accounting Principles within ninety (90) days of the fiscal year-end and quarterly internal financial statements using Generally Accepted Accounting Principles within thirty (30) days of the quarter end. Lessee warrants that this Lease has been duly authorized, executed and delivered by Lessee, and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and that no provision of this Lease is inconsistent with Lessee's charter, by-laws, or any loan or credit agreement or other instrument to which Lessee is a party or by which Lessee or its property may be bound or affected or conflicts with any applicable law, rule or regulation, and no claim, action or suit is pending or has been threatened that would adversely affect Lessee's ability to enter into or perform its obligations under this Lease. Lessee shall not change its name or its address without providing Lessor with at least thirty (30) days prior written notice thereof.

20. Lessee warrants, covenants and agrees that upon expiration or termination of this Lease and any renewal hereof, with respect to any item of Equipment, Lessee shall, at its expense, return such Equipment in the same condition as received by delivering same to Lessor or to a place designated by Lessor within the continental United States (freight and insurance prepaid). **HOLD OVER:** If the Lessee does not return the Equipment at the end of the Lease or pay the appropriate purchase option (if any) without prior approval from Lessor, the Lessor at its election may extend the Lease for one year intervals at double the initial rent per month. De-installation and return of the Equipment shall be performed by mechanics and technicians then currently trained and qualified by the original manufacturer and/or approved by Lessor in conformance with the manufacturers' original specification. All accessories, including but not limited to interconnect cabling, wiring, instruction manuals, electrical schematics, spare parts shall be returned in good working order. Lessee acknowledges that failure to return the Equipment as specified above will result in partial or total loss for which Lessee shall be responsible.

21. Lessee further agrees that upon expiration of this Lease it shall pay promptly all costs, expenses and obligations of every kind and nature relating to the Equipment which may arise or become due during the term of this Lease, whether or not specifically mentioned herein. No rental or other sums payable by Lessee pursuant to this Lease shall be subject to set-off, deduction, counterclaim, abatement, recoupment, or reduction, nor shall this Lease terminate, nor shall Lessee be



entitled to any credit against such rental or other sums for any reason whatsoever, including, but not in any way limited to, any damage to or destruction of the Equipment or any item thereof, any limitation, restriction, deprivation or prevention of, or any interference with Lessee's use of the Equipment or any item thereof, whether the sale shall be lawful or unlawful, any dispossession of Lessee from the Equipment or any item thereof by title paramount or otherwise, the requisition or taking by statute or by exercise of the power of eminent domain or other governmental authority or otherwise, or by injunction or by any private person, of the Equipment or any item thereof, the prohibition of Lessee's business in whole or in part, whether pursuant to law or otherwise or any reason whether similar or dissimilar to the foregoing.

**22. LESSEE HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH THIS LEASE SHALL BE LITIGATED ONLY IN THE STATE AND COUNTY OF LESSOR'S PRINCIPAL PLACE OF BUSINESS OR SUCH OTHER FORUM AS LESSOR SHALL ELECT.** Lessee consents to the jurisdiction and venue of the foregoing courts and consents that any process or notice of motion or other application to either of such courts or a judge thereof may be served inside or outside the state of Lessor's principal place of business by registered or certified mail, return receipt requested, directed to Lessee at its address set forth in this Lease (and service so made shall be deemed complete, five (5) days after the same has been posted as aforesaid) or by the personal service, or in such other manner as may be permissible under the rules of such courts. Lessee appoints each and every officer of Lessor as agent for the purpose of accepting service of any process within the state of Lessor's principal place of business, subject only to the condition that the officer promptly mails a copy of that process to Lessee at its address for notices hereunder.

**23. EACH OF THE PARTIES HEREBY UNCONDITIONALLY WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY RELATED DOCUMENTS, ANY DEALINGS BETWEEN LESSEE AND LESSOR RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LESSEE AND LESSOR. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

**24. THIS SECTION DOES NOT APPLY IF LESSOR HAS AGREED IN WRITING TO PASS THE INVESTMENT TAX CREDIT (ITC) AND DEPRECIATION TO LESSEE.** If, as to any Equipment, under any circumstances and for any reason whatsoever, except through the fault of the Lessor, Lessor shall lose or shall not have the right to claim, or there shall be disallowed or recaptured (collectively a "loss") (1) any portion of the maximum ITC, allowable under the Internal Revenue Code of 1954, as amended, for new property with a useful life equivalent to the lease term for such Equipment; or (2) any portion of the claimed depreciation deductions for such Equipment, based on the cost thereof, Lessee agrees to pay Lessor upon demand an amount which, in the reasonable opinion of Lessor, will cause Lessor's after tax net yield in respect of such Equipment to equal the net yield that Lessor would have received if Lessor had not suffered such loss.

**25. THIS LEASE SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF LESSOR'S PRINCIPAL PLACE OF BUSINESS, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW OR CHOICE OF LAW.** This Lease shall not become effective until accepted by Lessor at its above-described office, and upon such acceptance shall, subject to Section 16 hereof, inure to and bind the parties, their successors, legal representatives and assigns. No provision hereof that may be construed as unenforceable shall in any way invalidate any other provision hereof; all of which shall remain in full force and effect. All representations, warranties, indemnities and agreements of Lessee contained in this Lease shall survive and continue in full force and effect notwithstanding termination or expiration of this Lease.

**26. Any notice to a party hereunder shall be in writing and shall be deemed to have been given when delivered personally, or delivered via electronic mail, or delivered by a nationally-recognized overnight courier service (signature required), or when mailed to said party by certified mail (return receipt requested), addressed to recipient at its address set forth above or at such other address as may be last known to the sender. Whenever the sense of this Agreement requires, words in the singular shall be deemed to include the plural and words in the plural shall be deemed to include the singular. If more than one Lessee is named herein the liability of each shall be joint and several. This Agreement constitutes the entire mutual understanding of the parties regarding the within subject matter and may not be modified except in writing, signed by the party against whom such modification is asserted. Lessee shall have no option or other rights to purchase or otherwise acquire title to or ownership of any of the Equipment unless such option is set expressly forth in writing signed by a duly authorized officer of the Lessor. Upon the request of Lessor, Lessee shall at any time and from time to time after the execution and delivery of the Lease, execute and deliver**

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such further documents and do such further acts as Lessor may reasonably request in order fully to effect the purposes of this Lease, and any assignment hereof. Notwithstanding Lessee's acknowledgment, if any, that this is a "true lease", Lessee hereby authorizes Lessor, at its option and as contemplated by Section 9-509 of the UCC or otherwise, to file financing statements covering the Equipment signed only by Lessor for Lessee, and agrees to pay Lessor the actual fee for such filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. In the event a court with competent jurisdiction rules that this Lease is a secured transaction governed by usury laws and that the interest rate charged under this Lease exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest hereunder shall be automatically reduced to the maximum lawful rate allowable under the applicable usury laws.

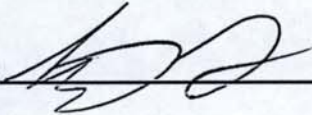
27. This Lease and each applicable Equipment Schedule thereto may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Lease and Equipment Schedule.

28. NONE OF THE PROVISIONS OF THIS LEASE CAN BE AMENDED, MODIFIED OR WAIVED EXCEPT IN WRITING SIGNED BY THE LESSEE AND LESSOR.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

Signature: \_\_\_\_\_



Title: Funding Coordinator

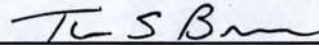
Date Accepted: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

The undersigned warrants that he is a duly authorized Corporate officer, Member, Partner or Proprietor of the above named Lessee.

Signature: \_\_\_\_\_



Title: CFO

Date: January 16, 2018

CERTIFIED COPY





ORIGINAL

**EQUIPMENT LEASE SCHEDULE #01  
FOR MASTER EQUIPMENT LEASE AGREEMENT #18-106**

This Schedule is executed and delivered by CURAE HEALTH, INC., whose signatures appear below, in accordance with the terms and as part of that certain Master Equipment Lease Agreement #18-106 dated January 16, 2018 (the "Master Lease") between Lessor, and Lessee (the defined terms in the Lease being herein used with the same meaning):

<b>TERM:</b>	<b>36</b>	\$4,140.00 per period for 36 periods.
<b>Periods are:</b>	<b>Monthly</b>	ADVANCE RENTALS, \$8,280.00
<b>Total # of Lease Payments:</b>	<b>36</b>	Payable at the signing of this lease to be applied to the last two payments.
<b>Effective Date/ Commencement Date:</b>		

1. DESCRIPTION OF EQUIPMENT COVERED BY THIS SCHEDULE:

Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Omnikey 5025 CL, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminate (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital); and Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Mifare Card Reader - Identiv Cloud 3700, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminate (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Batesville Regional Medical Center, Inc. D/B/A Panola Medical Center).

2. LOCATION: The Equipment covered by this Schedule shall be located at:  
**Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital**  
**1105 Earl Frye Blvd, Amory, MS 38821**

**Batesville Regional Medical Center, Inc. D/B/A Panola Medical Center**  
**303 Medical Center Dr., Batesville, MS 38606**

3. SELLER: The Seller of the Equipment is:  
**Elliott Data Systems, Inc.**  
**5045 Covington Way, Memphis, TN 38134**

4. The term of the Lease for the Equipment covered by this Schedule shall be the number of months stated above, effective on the date stated above. Lessee authorizes Lessor to insert said effective date, provided such date shall not be earlier than the date of delivery to Lessee of the Equipment covered hereby or a substantial part thereof.

5. RENT: The total rent for the term hereof is the sum of all monthly payments as described above times the appropriate number of months as described above.

6. ADDITIONAL TERMS, IF ANY: The undersigned confirm that this Equipment Lease Schedule marked "Original" together with the original or a xerographic copy of the Master Lease (the terms and conditions of which are hereby incorporated by referenced) will constitute an original, separable and enforceable agreement to lease, independent of any other Equipment Schedules and as such shall constitute chattel paper under the Uniform Commercial Code.

7. ERRORS IN ESTIMATED COST: The amount of each rent payment and the advance rent initially set forth above are based on the total original EQUIPMENT cost (which is hereby defined as the total price paid, including any amendments thereto, for all equipment, taxes, freight, rigging, installation and any other charges) which is an estimate, and each shall be adjusted proportionally if the actual EQUIPMENT cost differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figure set forth above when the actual cost is known, and to add the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten (10%) percent thereof, however, either party at its option may terminate this Lease by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or corrected rent.

8. A security interest in this Equipment Lease Schedule may be created and/or perfected only by possession of this Equipment Lease Schedule marked "Original" and possession of any other duplicates or copies will not give rise to the creation of perfection of a security interest.


**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

Signed By:   
Title: Funding Coordinator  
Date: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

Signed By:   
Title: CFO  
Date: January 16, 2018



**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 S. Milwaukee Avenue, Suite #301

Libertyville, IL 60048

PHONE: 800-258-3531 FAX: 847-549-0119



**ADDENDUM "A"**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #18-106**

**SCHEDULE #01**

AND/OR SECURITY AGREEMENT-MORTGAGE ON GOODS & CHATTELS  
AND UNIFORM COMMERCIAL CODE #1 & #3 FILING FORM

**LESSEE: CURAE HEALTH, INC.**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

**EQUIPMENT AS DESCRIBED BELOW:**

Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Omnikey 5025 CL, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminate (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital); and Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Mifare Card Reader - Identiv Cloud 3700, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminate (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Batesville Regional Medical Center, Inc. D/B/A Panola Medical Center).

Including all accessories and attachments now owned or hereafter acquired and all proceeds thereof.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

Signed By: 

Title: Funding Coordinator

Date: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

Signed By: 

Title: CFO

Date: January 16, 2018



## CORPORATE LEASING RESOLUTION

### FOR MASTER EQUIPMENT LEASE AGREEMENT #18-106 SCHEDULE #01

#### AND ALL CURRENT AND SUBSEQUENT SCHEDULES THERETO BETWEEN LESSOR AND LESSEE

I, Sarah Moore, do hereby certify that I am the elected and qualified (Assistant) Secretary of CURAE HEALTH, INC., a TN Corporation; That the following is a true and correct copy of resolutions duly adopted by the BOARD OF DIRECTORS of said corporation at a meeting of said BOARD OF DIRECTORS convened and held in accordance with the By-laws of said Corporation on January 16, 2018, and that said resolutions are now in full force and effect;

RESOLVED: That the President, any Vice President, other Officer of this Corporation or \_\_\_\_\_ be and he hereby is authorized and directed to negotiate, execute and deliver on behalf of this Corporation lease agreements with INTERNATIONAL FINANCIAL SERVICES CORPORATION (Lessor), whereby this Corporation from time to time will lease equipment on terms and conditions which shall be determined by said Officer to be advisable and in the best interests of this Corporation and the execution of such lease agreements by said person shall be conclusive evidence of his approval thereof.

BE IT FURTHER RESOLVED; That Lessee warrants that this Lease has been duly authorized, executed and delivered by Lessee, and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and that no provision of this Lease is inconsistent with Lessee's charter, by-laws, or any loan or credit agreement or other instrument to which Lessee is a party or by which Lessee or its property may be bound or affected or conflicts with any applicable law, rule or regulation, and no claim, action or suit is pending or has been threatened that would adversely affect Lessee's ability to enter into or perform its obligations under this Lease.

BE IT FURTHER RESOLVED; That in the event these resolutions are terminated at any time, this Corporation shall give (60) days prior written notice of such termination to INTERNATIONAL FINANCIAL SERVICES CORPORATION.

BE IT FURTHER RESOLVED; That the (Assistant) Secretary be and he hereby is Authorized to furnish to INTERNATIONAL FINANCIAL SERVICES CORPORATION, a certified copy of these resolutions.

IN WITNESS WHEREOF, I have affixed my name as (Assistant) Secretary of said Corporation on January 16, 2018.

SIGNED BY: \_\_\_\_\_

*Sarah Moore*

(Assistant) Secretary

(Document needs to be completed and executed by the Secretary, Assistant Secretary or by some Officer other than the CFO who signed the lease documents).

**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 S. Milwaukee Avenue, Suite #301 \* Libertyville, IL 60048

PHONE: (800) 258-3531 FAX: (847) 549-0119

**PURCHASE OPTION**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #18-106  
SCHEDULE #01**

**LESSEE: CURAE HEALTH, INC.**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1. Subject to the Lessee having performed all of the terms and conditions of the above Lease and/or any other Leases and obligations between the Lessor and Lessee, including but not limited to Lessee making prompt lease payments with no more than three (3) delinquencies over ten (10) days late during the term of the Lease, none of which shall exceed thirty (30) days in duration, and provided that the Lessee and/or the undersigned is not and has not been in default under any material obligation other than as described immediately in the preceding sentence, the Lessee shall have the option to purchase the Equipment described in said Lease at the end of the term thereof according to the following terms.
2. This option may be exercised by Lessee through delivery of a signed written commitment by postpaid mail to Lessor at least one hundred eighty (180) days prior to the end of the Lease for the option price of Fair Market Value to be reduced at the end of the 36 Month term to One Dollar (\$1.00) subject to the Lessee paying as agreed and complying with the terms and conditions precedent herein.
3. Title to the equipment, and all parts and accessories at any time added to such equipment, shall remain in the Lessor until purchase price has been fully paid. This purchase option is on an all or none basis only. All parties acknowledge that if this lease falls into default, the Lessor will experience a much higher cost of funds and expenses; therefore, the purchase option referenced above shall be void.
4. At the time we entered into the lease, Lessor and Lessee hereby irrevocably agree that this equipment is expected to be a very long lived asset with many machines still operating over 30 years old; and therefore, Lessor and Lessee fully expect the machine to have significant value and material useful life at the end of the lease.
5. No change or modification of the Agreement is valid unless agreed to in writing by both parties and endorsement hereon. This option shall not be effective until accepted in writing by a duly authorized representative of the Lessor but, shall not be deemed to have been exercised until Lessee complies with all the terms of this Agreement and the Lease.

**ACKNOWLEDGED AND AGREED:**

LESSOR:

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

Signed By: 

Title: Funding Coordinator

Date: January 16, 2018

LESSEE:

**CURAE HEALTH, INC.**

Signed By: 

Title: CFO

Date: January 16, 2018

THIS PURCHASE OPTION IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT ASSIGNED AND IT ACCRUES TO THE ACCOUNT OF INTERNATIONAL FINANCIAL SERVICES CORPORATION.



INTERNATIONAL FINANCIAL SERVICES CORPORATION

1113 S. Milwaukee Avenue, Suite #301

Libertyville, IL 60048

PHONE: (800) 258-3531 FAX: (847) 549-0119

**DELIVERY, ACCEPTANCE AT 3RD PARTY LOCATION,**  
**RELEASE AND**  
**PROGRESS PAYMENT AGREEMENT**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #18-106**  
**SCHEDULE #01**

WHEREAS, **CURAE HEALTH, INC.** (LESSEE) has entered into a lease with INTERNATIONAL FINANCIAL SERVICES CORPORATION (LESSOR) for equipment being purchased from Elliott Data Systems, Inc. WHEREAS, LESSEE requests that LESSOR forward to Elliott Data Systems, Inc. and any other vendors or substitute vendors as directed by the LESSEE Progress Payments of one hundred thirty-one thousand five hundred sixty and 00/100 **(\$131,560.00)**. And further, that LESSOR is agreeable to forwarding these progress payments under the following terms and conditions:

LESSEE hereby accepts the equipment, as is, where is, and agrees to pay LESSOR carrying charges of  $\frac{3}{4}$  of one percent (1%) per month or portion thereof commencing on the day funds are released from LESSOR and continuing until LESSOR funds 50% or greater of equipment cost, at which time lease payments shall begin. If, for any reason whatsoever the remainder of the equipment is not delivered and final disbursement does not take place within ninety days (three months) of the initial disbursement by LESSOR, LESSEE, shall repay upon demand to LESSOR all amounts forwarded on behalf of LESSEE on and under this progress payment agreement.

LESSEE shall comply with all the terms of the lease during the term of this progress payment agreement, including but not limited to the requirement of forwarding updated financial statements to the LESSOR. At the time of final funding or prior to the first full lease payment whichever occurs later, LESSEE hereby agrees to provide LESSOR with an updated current, (dated within 90 days) interim financial statement including a balance sheet and income statement. In the event the LESSEE or guarantor(s) experience a material deterioration of its financial condition, the LESSOR at its election may 1) Terminate the lease and demand that the LESSEE immediately pay off all sums advanced by the LESSOR plus carrying charges at one (1%) percent over prime, or 2) amend the lease and increase the running rate in the lease a minimum of two (2%) percent per year and increase the purchase option a minimum of ten (10%) percent.

LESSEE shall provide insurance including but not limited to Inland Marine Insurance, effective immediately prior to any liability incurred or amounts advanced by LESSOR, naming INTERNATIONAL FINANCIAL SERVICES CORPORATION as Additional Loss Payee. All other terms and conditions of the lease are in full force and effect upon signing of this document.

**LESSEE:**

**CURAE HEALTH, INC.**

SIGNED BY: 

TITLE: CFO

DATE: January 16, 2018



**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 S. Milwaukee Avenue, Suite 301

Libertyville, IL 60048

PHONE: 800-258-3531 FAX: 847-549-0119

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**ADDITIONAL COLLATERAL**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #18-106**

**SCHEDULE #01**

**LESSEE: CURAE HEALTH, INC.**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

Additional Collateral described as follows:

The LESSEE grants to LESSOR a security interest in all assets behind any existing secured lenders including but not limited to all documents, instruments, chattel paper, goods, general intangibles, inventory, receivables, machinery, contract rights, equipment, fixtures, accounts and insurance (and proceeds) now existing or hereafter acquired in which the undersigned now or hereafter has any right or interest (all of the foregoing, together with all accessories, attachments, replacements, substitutions and accessories thereto, and all proceeds wherever located collectively called "Collateral") and agrees that said security interest secures the performance and fulfillment of all the obligations of LESSEE to LESSOR, or any Affiliate or Assignee of LESSOR, whether such obligations are now existing or hereafter incurred or arising are contingent or non-contingent, are direct or indirect, arise by assignment or otherwise or are contemplated or not contemplated as of the date of this lease.

**ACKNOWLEDGED AND AGREED:**

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

Signed By: 

Title: Funding Coordinator

Date: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

Signed By: 

Title: CFO

Date: January 16, 2018

**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 South Milwaukee Avenue, Suite 301 \* Libertyville, IL 60048

Phone: (800) 258-3531 \* Fax: (847) 549-0119

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**AMENDMENT "A"**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #18-106**

**SCHEDULE #01**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

**LESSEE: CURAE HEALTH, INC.**

**AMEND PAYMENTS TO THE FOLLOWING:**

TERM: 36

Periods are: Monthly

Total # of Lease Payments: 36

Effective Date:

\$4,155.00 per period for 36 periods.

ADVANCE RENTALS, \$8,310.00

Payable at the signing of this lease to be applied to the last two payments.

All other terms, conditions, guaranties, additional collateral of the lease between LESSEE and INTERNATIONAL FINANCIAL SERVICES CORPORATION remain in full force and effect. This Amendment/ Modification shall not be deemed a novation.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

SIGNED BY: 

TITLE: Funding Coordinator

DATE: February 12, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

SIGNED BY: 

TITLE: CFO

DATE: February 12, 2018



**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 South Milwaukee Avenue, Suite 301 \* Libertyville, IL 60048

Phone: (800) 258-3531 \* Fax: (847) 549-0119

**ADDENDUM TO LEASE**  
**THIRD PARTY LOCATION**

**MASTER EQUIPMENT LEASE AGREEMENT #18-106**  
**Schedule #01**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

**LESSEE: CURAE HEALTH, INC.**

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

Whereas, Lessee has requested Lessor's consent to locate the Equipment, as defined in and subject to the Lease, at the business premises of Amory Regional Medical Center, Inc D/B/A Gilmore Memorial Hospital at 1105 Earl Frye Blvd., Amory, MS 38821 ("Third Party"). The Third Party will have no present or future interest in the Equipment.

Whereas, Lessor has consented to such location of the Equipment only on the terms and conditions set forth in this Addendum.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Lessor consents to the location of the Equipment at the business premises of Third Party, at the location specified in the Lease, so long as Third Party has no present or future interest in the Equipment and executes such disclaimers of interest and other documentation acceptable to Lessor as Lessor shall require, and so long as Lessee complies with all terms and conditions of the Lease, except as specifically set forth herein.
2. Notwithstanding anything to the contrary in the Lease, Lessor and Lessee agree that no Event of Default shall occur under the Lease if Lessee fails to occupy the premises where any Equipment is located so long as Third Party occupies such premises.
3. Lessee shall fully perform all of its obligations under any present and future agreement between Lessee and Third Party, and Lessor does not assume and shall have no liability whatsoever to pay or perform any of the obligations of Lessee thereunder.
4. Lessee agrees to indemnify and hold harmless Lessor, its successors and assigns, employees, officers, directors and agents, from and against any and all claims or suits for any loss, damage or injury sustained by any person, and any fees, assessments, charges and sales, use, property, excise and other taxes paid, payable or required to be collected by Lessor, however designated, which are levied or assessed by any governmental authority, together with any penalties or interest in connection therewith, by reason of this Addendum, any agreement between Lessee and Third Party, or any use or disposition of the Equipment. In this connection, Lessee shall pay Lessor's reasonable legal fees and other reasonable expenses.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

SIGNED BY: 

TITLE: Funding Coordinator

DATE: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

SIGNED BY: 

TITLE: CFO

DATE: January 16, 2018



**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 South Milwaukee Avenue, Suite 301 \* Libertyville, IL 60048

Phone: (800) 258-3531 \* Fax: (847) 549-0119

**ADDENDUM TO LEASE**  
**THIRD PARTY LOCATION**

**MASTER EQUIPMENT LEASE AGREEMENT #18-106**  
**Schedule #01**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

**LESSEE: CURAE HEALTH, INC.**

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

Whereas, Lessee has requested Lessor's consent to locate the Equipment, as defined in and subject to the Lease, at the business premises of Batesville Regional Medical Center, Inc. D/B/A Panola Medical Center at 303 Medical Center Dr., Batesville, MS 38606 ("Third Party"). The Third Party will have no present or future interest in the Equipment.

Whereas, Lessor has consented to such location of the Equipment only on the terms and conditions set forth in this Addendum.

NOW THEREFORE the parties hereto hereby agree as follows:

5. Lessor consents to the location of the Equipment at the business premises of Third Party, at the location specified in the Lease, so long as Third Party has no present or future interest in the Equipment and executes such disclaimers of interest and other documentation acceptable to Lessor as Lessor shall require, and so long as Lessee complies with all terms and conditions of the Lease, except as specifically set forth herein.
6. Notwithstanding anything to the contrary in the Lease, Lessor and Lessee agree that no Event of Default shall occur under the Lease if Lessee fails to occupy the premises where any Equipment is located so long as Third Party occupies such premises.
7. Lessee shall fully perform all of its obligations under any present and future agreement between Lessee and Third Party, and Lessor does not assume and shall have no liability whatsoever to pay or perform any of the obligations of Lessee thereunder.
8. Lessee agrees to indemnify and hold harmless Lessor, its successors and assigns, employees, officers, directors and agents, from and against any and all claims or suits for any loss, damage or injury sustained by any person, and any fees, assessments, charges and sales, use, property, excise and other taxes paid, payable or required to be collected by Lessor, however designated, which are levied or assessed by any governmental authority, together with any penalties or interest in connection therewith, by reason of this Addendum, any agreement between Lessee and Third Party, or any use or disposition of the Equipment. In this connection, Lessee shall pay Lessor's reasonable legal fees and other reasonable expenses.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

SIGNED BY: 

TITLE: Funding Coordinator

DATE: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

SIGNED BY: 

TITLE: CFO

DATE: January 16, 2018



**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 South Milwaukee Avenue, Suite 301 \* Libertyville, IL 60048

Phone: (800) 258-3531 \* Fax: (847) 549-0119

**DISCLAIMER OF INTEREST AND AGREEMENT RELATING TO EQUIPMENT**

**MASTER EQUIPMENT LEASE AGREEMENT #18-106**

**Schedule #01**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

**LESSEE: CURAE HEALTH, INC.**

**THIRD PARTY: BATESVILLE REGIONAL MEDICAL CENTER, INC. D/B/A PANOLA MEDICAL CENTER**

This Disclaimer of Interest and Agreement Relating to Equipment (the "Agreement") is given by **BATESVILLE REGIONAL MEDICAL CENTER, INC. D/B/A PANOLA MEDICAL CENTER**, at 303 Medical Center Dr., Batesville, MS 38606 (the "Third Party"), and whose organizational identification number is 1112303, for the benefit of INTERNATIONAL FINANCIAL SERVICES CORPORATION ("Lessor");

WHEREAS Third Party is the ☒ **Owner**; ☐ **Tenant (check appropriate box)** of the facilities and real property located (the "Premises");

WHEREAS Third Party has entered into an agreement with **CURAE HEALTH, INC.** ("Lessee") (the "Third-Party Agreement"), providing for, among other things, Lessee to maintain certain Equipment (defined below) on the Premises;

WHEREAS Lessor has leased to or otherwise financed for Lessee the following equipment or goods (the "Equipment"), which includes Equipment that is or may be installed on or located at the Premises in connection with the Third-Party Agreement:

**Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Mifare Card Reader - Identiv Cloud 3700, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminate (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Batesville Regional Medical Center, Inc. D/B/A Panola Medical Center).**

WHEREAS Lessor has retained an ownership interest or security interest in the Equipment and has required, as a condition to leasing or financing the Equipment, the execution and delivery of this Agreement by Third Party, and Third Party has determined that it is in its best interests to agree to the terms and conditions herein.

NOW THEREFORE Third Party hereby represents, warrants, covenants and agrees as follows:

1. Third Party hereby represents, covenants and warrants that the Third-Party Agreement does not constitute a lease or other conveyance of any interest in the Equipment. Third Party hereby waives and disclaims any interest it may now or hereafter have in any of the Equipment, whether by way of lien, statutory or otherwise, security interest or claim of ownership or right to possession. Whether or not the Equipment is installed on or affixed to the Premises, and whether or not it is at any time deemed a fixture to the Premises, the undersigned agrees that the Equipment is and shall at all times remain personal property.

2. Lessor may, at any time or from time to time, inspect the Equipment on the Premises and may remove the Equipment from the Premises without further consent of Third Party. Third Party shall give Lessor, and its employees, contractors and agents, full access to the Premises for the purposes of inspection and removal of the Equipment. In the event that Lessor removes the Equipment, Lessor shall have no liability or responsibility for any diminution in value of the Premises caused by absence of the removed Equipment or by any necessity of replacing the removed Equipment.

3. Third Party shall not remove the Equipment from the Premises, and shall not permit all or any of the Equipment to be removed from the Premises by any person other than Lessor, except with prior written notice to and the consent of Lessor, which consent shall not be unreasonably withheld. Third Party shall cooperate with Lessee to maintain the Equipment in good repair and working order and shall comply with all applicable laws relating to the use and possession of the Equipment. Third Party shall not sell, assign, pledge or otherwise encumber any interest in the Equipment.



4. The Equipment shall be permitted to remain on the Premises free of rent, fees or any other charge whatsoever. In no event will Lessor be responsible or liable for any of the obligations of Lessee under the Third-Party Agreement, or otherwise, or for any costs, expenses, fees, charges or damages related to or arising out of the Equipment, the Third-Party Agreement or this Agreement.
5. If Third Party is not the owner of the Premises, Third Party shall, upon request of Lessor, obtain a Landlord Waiver from the landlord of the Premises disclaiming any interest in the Equipment in a form acceptable to Lessor, in its sole discretion.
6. Lessor may extend the time for payment or change in any other way the obligations of Lessee to Lessor, or otherwise deal with Lessee, without any notice to or consent of Third Party and without in any way affecting the agreements of Third Party hereunder.
7. Third Party hereby authorizes Lessee and Lessor to file one or more financing statements against Third Party, covering the Equipment, including accessions and attachments thereto, in such filing offices as Lessor deems appropriate.

This Agreement shall be binding upon and inure to the benefit of the estate, heirs, representatives, successors and assigns of Third Party and the successors and assigns of Lessor.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

SIGNED BY: 

TITLE: Funding Coordinator

DATE: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

SIGNED BY: 

TITLE: CFO

DATE: January 16, 2018

**THIRD PARTY:**

**BATESVILLE REGIONAL MEDICAL CENTER, INC.  
D/B/A PANOLA MEDICAL CENTER**

SIGNED BY: 

TITLE: 

DATE: January 16, 2018



4. The Equipment shall be permitted to remain on the Premises free of rent, fees or any other charge whatsoever. In no event will Lessor be responsible or liable for any of the obligations of Lessee under the Third-Party Agreement, or otherwise, or for any costs, expenses, fees, charges or damages related to or arising out of the Equipment, the Third-Party Agreement or this Agreement.
5. If Third Party is not the owner of the Premises, Third Party shall, upon request of Lessor, obtain a Landlord Waiver from the landlord of the Premises disclaiming any interest in the Equipment in a form acceptable to Lessor, in its sole discretion.
6. Lessor may extend the time for payment or change in any other way the obligations of Lessee to Lessor, or otherwise deal with Lessee, without any notice to or consent of Third Party and without in any way affecting the agreements of Third Party hereunder.
7. Third Party hereby authorizes Lessee and Lessor to file one or more financing statements against Third Party, covering the Equipment, including accessions and attachments thereto, in such filing offices as Lessor deems appropriate.

This Agreement shall be binding upon and inure to the benefit of the estate, heirs, representatives, successors and assigns of Third Party and the successors and assigns of Lessor.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

SIGNED BY: 

TITLE: Funding Coordinator

DATE: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

SIGNED BY: 

TITLE: CFO

DATE: January 16, 2018

**THIRD PARTY:**

**BATESVILLE REGIONAL MEDICAL CENTER, INC.  
D/B/A PANOLA MEDICAL CENTER**

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: January 16, 2018



**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 South Milwaukee Avenue, Suite 301 \* Libertyville, IL 60048

Phone: (800) 258-3531 \* Fax: (847) 549-0119

**DISCLAIMER OF INTEREST AND AGREEMENT RELATING TO EQUIPMENT**  
**MASTER EQUIPMENT LEASE AGREEMENT #18-106**  
**Schedule #01**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

**LESSEE: CURAE HEALTH, INC.**

**THIRD PARTY: AMORY REGIONAL MEDICAL CENTER, INC. D/B/A GILMORE MEMORIAL HOSPITAL**

This Disclaimer of Interest and Agreement Relating to Equipment (the "Agreement") is given by **AMORY REGIONAL MEDICAL CENTER, INC. D/B/A GILMORE MEMORIAL HOSPITAL**, at 1105 Earl Frye Blvd., Amory, MS 38821 (the "Third Party"), and whose organizational identification number is **1112302**, for the benefit of INTERNATIONAL FINANCIAL SERVICES CORPORATION ("Lessor");

WHEREAS Third Party is the ☒ **Owner**; ☐ **Tenant (check appropriate box)** of the facilities and real property located (the "Premises");

WHEREAS Third Party has entered into an agreement with **CURAE HEALTH, INC.** ("Lessee") (the "Third-Party Agreement"), providing for, among other things, Lessee to maintain certain Equipment (defined below) on the Premises;

WHEREAS Lessor has leased to or otherwise financed for Lessee the following equipment or goods (the "Equipment"), which includes Equipment that is or may be installed on or located at the Premises in connection with the Third-Party Agreement:

**Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Omnlkey 5025 CL, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminate (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital)**

WHEREAS Lessor has retained an ownership interest or security interest in the Equipment and has required, as a condition to leasing or financing the Equipment, the execution and delivery of this Agreement by Third Party, and Third Party has determined that it is in its best interests to agree to the terms and conditions herein.

NOW THEREFORE Third Party hereby represents, warrants, covenants and agrees as follows:

1. Third Party hereby represents, covenants and warrants that the Third-Party Agreement does not constitute a lease or other conveyance of any interest in the Equipment. Third Party hereby waives and disclaims any interest it may now or hereafter have in any of the Equipment, whether by way of lien, statutory or otherwise, security interest or claim of ownership or right to possession. Whether or not the Equipment is installed on or affixed to the Premises, and whether or not it is at any time deemed a fixture to the Premises, the undersigned agrees that the Equipment is and shall at all times remain personal property.

2. Lessor may, at any time or from time to time, inspect the Equipment on the Premises and may remove the Equipment from the Premises without further consent of Third Party. Third Party shall give Lessor, and its employees, contractors and agents, full access to the Premises for the purposes of inspection and removal of the Equipment. In the event that Lessor removes the Equipment, Lessor shall have no liability or responsibility for any diminution in value of the Premises caused by absence of the removed Equipment or by any necessity of replacing the removed Equipment.

3. Third Party shall not remove the Equipment from the Premises, and shall not permit all or any of the Equipment to be removed from the Premises by any person other than Lessor, except with prior written notice to and the consent of Lessor, which consent shall not be unreasonably withheld. Third Party shall cooperate with Lessee to maintain the Equipment in good repair and working order and shall comply with all applicable laws relating to the use and possession of the Equipment. Third Party shall not sell, assign, pledge or otherwise encumber any interest in the Equipment.



4. The Equipment shall be permitted to remain on the Premises free of rent, fees or any other charge whatsoever. In no event will Lessor be responsible or liable for any of the obligations of Lessee under the Third-Party Agreement, or otherwise, or for any costs, expenses, fees, charges or damages related to or arising out of the Equipment, the Third-Party Agreement or this Agreement.
5. If Third Party is not the owner of the Premises, Third Party shall, upon request of Lessor, obtain a Landlord Waiver from the landlord of the Premises disclaiming any interest in the Equipment in a form acceptable to Lessor, in its sole discretion.
6. Lessor may extend the time for payment or change in any other way the obligations of Lessee to Lessor, or otherwise deal with Lessee, without any notice to or consent of Third Party and without in any way affecting the agreements of Third Party hereunder.
7. Third Party hereby authorizes Lessee and Lessor to file one or more financing statements against Third Party, covering the Equipment, including accessions and attachments thereto, in such filing offices as Lessor deems appropriate.

This Agreement shall be binding upon and inure to the benefit of the estate, heirs, representatives, successors and assigns of Third Party and the successors and assigns of Lessor.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

SIGNED BY: 

TITLE: Funding Coordinator

DATE: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

SIGNED BY: 

TITLE: CFO

DATE: January 16, 2018

**THIRD PARTY:**

**AMORY REGIONAL MEDICAL CENTER, INC.  
D/B/A GILMORE MEMORIAL HOSPITAL**

SIGNED BY: 

TITLE: CEO

DATE: January 16, 2018



4. The Equipment shall be permitted to remain on the Premises free of rent, fees or any other charge whatsoever. In no event will Lessor be responsible or liable for any of the obligations of Lessee under the Third-Party Agreement, or otherwise, or for any costs, expenses, fees, charges or damages related to or arising out of the Equipment, the Third-Party Agreement or this Agreement.
5. If Third Party is not the owner of the Premises, Third Party shall, upon request of Lessor, obtain a Landlord Waiver from the landlord of the Premises disclaiming any interest in the Equipment in a form acceptable to Lessor, in its sole discretion.
6. Lessor may extend the time for payment or change in any other way the obligations of Lessee to Lessor, or otherwise deal with Lessee, without any notice to or consent of Third Party and without in any way affecting the agreements of Third Party hereunder.
7. Third Party hereby authorizes Lessee and Lessor to file one or more financing statements against Third Party, covering the Equipment, including accessions and attachments thereto, in such filing offices as Lessor deems appropriate.

This Agreement shall be binding upon and inure to the benefit of the estate, heirs, representatives, successors and assigns of Third Party and the successors and assigns of Lessor.

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

SIGNED BY: 

TITLE: Funding Coordinator

DATE: January 16, 2018

**LESSEE:**

**CURAE HEALTH, INC.**

SIGNED BY: 

TITLE: CFO

DATE: January 16, 2018

**THIRD PARTY:**

**AMORY REGIONAL MEDICAL CENTER, INC.  
D/B/A GILMORE MEMORIAL HOSPITAL**

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: January 16, 2018



**ASSIGNMENT**

In consideration for payment of the Purchase Price set forth below, the undersigned ("Source") hereby sells, transfers and assigns to TCF Equipment Finance, a division of TCF National Bank ("TCFEF"), its successors and assigns, all of Source's right, title and interest (including the right to receive all amounts now or hereafter owing) in and to the Contract described below, the Equipment thereunder, all schedules, riders, addenda, supplements, guaranties and other supporting obligations and agreements related thereto, all rights against any vendor, supplier or manufacturer with respect to the Contract or Equipment, and all proceeds of the foregoing, except for any and all Retained Rights retained by Source. If this Assignment provides Source will have Retained Rights that are excluded from this Assignment, then Source hereby grants to TCFEF a security interest in all Equipment described in the Contract, all proceeds of the Equipment and the other Retained Rights to secure the payment and performance of all obligations under the Contract and the Agreement. This Assignment is made in connection with and constitutes an "Assignment" under that certain Amended and Restated Program Agreement, dated as of May 26, 2016, by and between Source and TCFEF (as amended from time to time, the "Program Agreement"), and this Assignment along with the Contract described herein and the Equipment thereunder are hereby made subject to the Program Agreement. Source hereby verifies that the following information and all representations and warranties with respect to the Contract under the Program Agreement are accurate as of the date TCFEF pays the Purchase Price for this Assignment. This Assignment and any related documents may be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding.

**CONTRACT:**

Obligor:	CURAE HEALTH, INC.
Schedule No.:	01
Schedule Date:	January 16 <sup>th</sup> 2018
Master Agreement No.:	18-106
Master Agreement Date:	January 16 <sup>th</sup> 2018
Name of Guarantors (if any):	NONE
Original Term:	36
Number of Payments Retained by Source:	3
Assigned Number of Payments:	33
Assigned Term:	
Retained Rights by Source:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, is Source retaining all end-of-term rights and payments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, is Source retaining any other payments unrelated to end-of-term? (see Number of Payments Retained by Source above) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Each Payment Amount:	\$4,155.00
Total Assigned Payments:	33
Due Date of First Assigned Payment:	March 15 <sup>th</sup> 2018 - ACH
EQUIPMENT/COLLATERAL:	As described in the Contract
TOTAL PURCHASE PRICE:	\$127,900.85 to Source
BUY RATE:	5.07%

Source: International Financial Services Corporation

By:   
Funding Coordinator

Date: February 21, 2018



THE COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA  
IN RE: [Name], Debtor  
Case No. [Number]

On [Date], the Court of Appeals for the District of Columbia heard the appeal of [Name] from the judgment of the United States Bankruptcy Court for the District of Columbia, Case No. [Number].

The appeal arises from the Court's judgment in [Name] v. [Name], 2018 WL [Number] (D.C. Bankr. Ct. [Date]).

The Court of Appeals for the District of Columbia has jurisdiction to review the Court's judgment under 28 U.S.C. § 158(d).

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**TAX STATUS CERTIFICATE**  
**SALES AND USE TAXES AND PROPERTY TAX CONFIRMATION**

For the State of  
**MS**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #18-106**  
**SCHEDULE #01**

The undersigned Purchaser, being fully informed concerning the **MS** Sales and Use Tax Acts and their Rules and Regulations, hereby certifies that Lessee is either legally Subject to such taxes or is entitled to Exemption from such taxes, by reason of one or more of the classifications listed below.

**Please check one:**

\_\_\_\_\_ Subject to State Sales and Use Taxes

☒ Exempt, as equipment and parts are to be used in productions and/or industrial processing (Provide State Registration Number and a copy of the Tax Exempt Certificate)

\_\_\_\_\_ Exempt, for other reasons, specified below: (Attach a copy of the tax exempt certificate)

The undersigned hereby makes this certificate a part of each order unless otherwise specified on such order and agrees to reimburse the Seller/ Lessor for any deficiencies imposed by the State of **MS** for any violation of such Rules and Regulations.

This certificate shall remain in effect for a period for which the State of **MS** shall hold the Seller/ Lessor liable.

**PROPERTY TAXES-** Lessee hereby confirms that it/they will file and pay all property taxes directly to the state, county, or other municipality as if they are the owner of the equipment. Lessee further acknowledges that Lessor will not be filing or recording any form relative to property taxes and that such filing, registering, and recording is solely the responsibility of the Lessee.

**LESSEE:**

**CURAE HEALTH, INC.**

By: Tu S Bm

Title: CFO

Date: January 16, 2018



## Letter Ruling

— DEPARTMENT OF —  
**REVENUE**  
STATE OF MISSISSIPPI



000000013 01 SP 0.46 02317 1 13



CURAE HEALTH INC  
121 LEINART ST  
CLINTON TN 37716-3682

Date: May 15, 2017  
Letter ID: L0045427584

Reference: Sales Tax exemption  
Letter Ruling Number: 17-0207A

This is in response to your letter dated March 28, 2017, requesting that the Mississippi Department of Revenue provide a ruling regarding whether the Curae Health Inc., d/b/a "Amory Regional Medical Center Inc." is exempt from Mississippi sales and use tax. Your request has been assigned the letter ruling number listed above. Please use this number in any further correspondence with the DOR concerning this request.

After a search of the applicable statutes, this is to confirm that the Curae Health Inc., d/b/a "Amory Regional Medical Center Inc." does qualify for sales tax exempt status pursuant to Miss. Code Ann. Section 27-65-111(a). This Section provides that sales of tangible personal property or services to hospitals or infirmaries owned and operated by a corporation or association in which no part of the net earnings inures to the benefit of any shareholder, group or individual, and which are subject to and governed by Miss. Code Ann. Section 41-7-123 through Section 41-7-127, are exempt from sales tax. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to, and paid for directly by the exempt entity. The exemption applies to purchases of tangible personal property and taxable services that are ordinary and necessary to the operation of the exempt entity.

However, any department or division of an exempt entity, whether located on site or off-site, which is not ordinary and necessary to the operation of the exempt entity, is not covered under the exemption granted and is subject to the applicable rate of sales tax on its purchases. This includes, but is not limited to, wellness centers, physician's offices, and clinics.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. Furthermore, this exemption does not apply Contractors Tax levied by Miss. Code Ann. Section 27-65-21.

You may use a copy of this letter in order to substantiate the Curae Health Inc., d/b/a "Amory Regional Medical Center Inc.'s" exempt status. I trust that this is the information you were requesting. Should you have any additional questions, feel free to contact this office at (601) 923-7015.

Under Miss. Code Ann. Section 27-65-85(a), it shall be unlawful for any person to use an exemption authorized under the Sales Tax laws for the purpose of avoiding the payment of tax the person is required to pay by law. Any person violating this provision shall be guilty of a misdemeanor and, on conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), or imprisoned not exceeding six (6) months in the county jail, or punished by both such fine and imprisonment, at the discretion of the court.



This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not

P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # ml.0004 v. V10



Date: May 15, 2017  
Letter ID: L0045427584

binding on the DOR if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or to your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of judicial decision that indicates the ruling is no longer correct or the DOR retracts the ruling. The DOR does reserve the right to retract this ruling if it later determines on its own review that the ruling is incorrect. Such retraction will be in writing and the effect of the retraction will be prospective from the date of the retraction letter.

Sincerely,

Darius Mangum  
(601) 923-7322  
Mississippi Department of Revenue

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P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # ml0004 v. V10



## Letter Ruling

DEPARTMENT OF  
**REVENUE**  
STATE OF MISSISSIPPI



CURAE HEALTH INC  
121 LEINART ST  
CLINTON TN 37716-3682

Date: May 15, 2017  
Letter ID: L1119169408

Reference: Sales Tax exemption  
Letter Ruling Number: 17-0207B

This is in response to your letter dated March 28, 2017, requesting that the Mississippi Department of Revenue provide a ruling regarding whether the Curae Health Inc., d/b/a "Batesville Regional Medical Center Inc." is exempt from Mississippi sales and use tax. Your request has been assigned the letter ruling number listed above. Please use this number in any further correspondence with the DOR concerning this request.

After a search of the applicable statutes, this is to confirm that the Curae Health Inc., d/b/a "Batesville Regional Medical Center Inc." does qualify for sales tax exempt status pursuant to Miss. Code Ann. Section 27-65-111(a). This Section provides that sales of tangible personal property or services to hospitals or infirmaries owned and operated by a corporation or association in which no part of the net earnings inures to the benefit of any shareholder, group or individual, and which are subject to and governed by Miss. Code Ann. Section 41-7-123 through Section 41-7-127, are exempt from sales tax. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to, and paid for directly by the exempt entity. The exemption applies to purchases of tangible personal property and taxable services that are ordinary and necessary to the operation of the exempt entity.

However, any department or division of an exempt entity, whether located on site or off-site, which is not ordinary and necessary to the operation of the exempt entity, is not covered under the exemption granted and is subject to the applicable rate of sales tax on its purchases. This includes, but is not limited to, wellness centers, physician's offices, and clinics.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. Furthermore, this exemption does not apply Contractors Tax levied by Miss. Code Ann. Section 27-65-21.

You may use a copy of this letter in order to substantiate the Curae Health Inc., d/b/a "Batesville Regional Medical Center Inc.'s" exempt status. I trust that this is the information you were requesting. Should you have any additional questions, feel free to contact this office at (601) 923-7015.

Under Miss. Code Ann. Section 27-65-85(a), it shall be unlawful for any person to use an exemption authorized under the Sales Tax laws for the purpose of avoiding the payment of tax the person is required to pay by law. Any person violating this provision shall be guilty of a misdemeanor and, on conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), or imprisoned not exceeding six (6) months in the county jail, or punished by both such fine and imprisonment, at the discretion of the court.



This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not

P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # mL0004 v. V10



Date: May 15, 2017  
Letter ID: L1119169408

binding on the DOR if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or to your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of judicial decision that indicates the ruling is no longer correct or the DOR retracts the ruling. The DOR does reserve the right to retract this ruling if it later determines on its own review that the ruling is incorrect. Such retraction will be in writing and the effect of the retraction will be prospective from the date of the retraction letter.

Sincerely,

Darius Mangum  
(601) 923-7322  
Mississippi Department of Revenue

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P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # mL0004 v. V10





## TENNESSEE DEPARTMENT OF REVENUE

SALES AND USE TAX  
CERTIFICATE OF EXEMPTIONCURAE HEALTH INC  
121 LEINART ST  
CLINTON TN 37716-3682Effective Date: July 1, 2015  
Exemption Number: 780382954  
Expiration Date: June 30, 2019  
121 LEINART ST  
CLINTON TN 37716-3682

The Tennessee Department of Revenue has issued a tax-exemption number for the educational, religious, historical, or charitable non-profit organization or institution named above. State law (Tenn. Code Ann. § 67-6-322) gives the Department the authority to allow this organization to make tax-exempt purchases of goods and services that it will use, consume or give away. This authorization for exemption does not extend to sales tax that the organization must collect or pay on its regular sales of goods or taxable services.

This authorization for exemption is limited to sales made directly to the above named organization. This certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the above named organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the above named organization.

The organization must furnish its suppliers of goods and services with a copy of this certificate. The lower portion of the certificate must be properly completed. The organization must retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of the exempt sale to the organization. Later purchases made before the expiration date do not require the submission of additional copies.

The organization must notify the Department immediately if it ceases to exist or if its location or mailing address changes.

Richard H. Roberts  
Commissioner of Revenue

## To Be Completed by the Organization

TO: Supplier's Name Elliott Data Systems  
Address 5045 Covington Way  
City Memphis State TN Zip 38134I, Tim S Brown, as an authorized representative of the organization named above, affirm that the purchases made under this authority will be used and consumed by the organization or will be given away.

Under penalty of perjury, I affirm this to be a true and correct statement.

Print Name of Organization Curae Health  
Print Name of Purchaser Tim S. Brown  
Signature of Purchaser Tim S BrownDate 10-19-15



1880032907

File Number: 20182509750A

Date Filed: 1/18/2018 11:12:05 AM

C. Delbert Hosemann, Jr.

Secretary of State

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
<b>UCC Direct Services</b>	<b>800-331-3282</b>
B. EMAIL CONTACT AT FILER (optional)	
<b>efiling@wolterskluwer.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <b>CT Lien Solutions</b>  <b>P.O. Box 29071</b>  <b>Glendale, CA 91209-9071</b> </div>	

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 UCC1Ad)

1a. ORGANIZATION NAME				
CURAE HEALTH, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1721 MIDPARK ROAD, SUITE B200	KNOXVILLE	TN	37921	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 UCC1Ad)

2a. ORGANIZATION NAME				
CURAE HEALTH, INC.				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1105 EARL FRYE BLVD	AMORY	MS	38821	USA

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

3a. ORGANIZATION NAME				
INTERNATIONAL FINANCIAL SERVICES CORPORATION				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1113 S. Milwaukee Avenue, Suite 301	Libertyville	IL	60048	USA

4. COLLATERAL: This financing statement covers the following collateral:

LEASE#18-106-01 Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Omnikey 5025 CL, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminates (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital); and Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Mifare Card Reader - Identiv Cloud 3700, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

**MS-0-62347311-54552371**

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1)(Rev 08/23/11)



**UCC FINANCING STATEMENT ADDENDUM****FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR Same as line 1a or 1b on Financing Statement. If line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME  
CURAE HEALTH, INC.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

File Number: 20182509750A  
Date Filed: 1/18/2018 11:12:05 AM  
C. Delbert Hosemann, Jr.  
Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact full name) do not omit modify or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME  
CURAE HEALTH, INC.

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

303 MEDICAL CENTER DR.

CITY

BATESVILLE

STATE

MS

POSTAL CODE

38606

COUNTRY

USA

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME. Provide only one name (11a or 11b)

11a. ORGANIZATION NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminate (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Batesville Regional Medical Center, Inc. D/B/A Panola Medical Center). Debtor is not authorized and has no title to sell, transfer or otherwise convey any of the foregoing collateral including proceeds of insurance.

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

16. Description of real estate

17. MISCELLANEOUS

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad)(Rev 04/20/11)





428117601

**FINANCING STATEMENT**

This is a representation of a document created electronically at  
the Tennessee Secretary of State's web site.

A. NAME & PHONE OF CONTACT AT FILER (Optional) GISELLA MELENDEZ 800-331-3282
B. EMAIL OF CONTACT AT FILER (Optional) efiling@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CT LIEN SOLUTIONS P O BOX 29071 GLENDALE, CA 91209-9071

Financing Statement Doc #: 428117601

FILED: 1/18/2018 11:08 AM

Tre Hargett, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**DEBTORS**

## 1. DEBTOR'S NAME

OR	a. ORGANIZATION'S NAME CURAE HEALTH, INC.	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	b. INDIVIDUAL'S SURNAME			

## c. MAILING ADDRESS

1721 MIDPARK ROAD SUITE B200

d. CITY KNOXVILLE	STATE TN	POSTAL CODE 37921	COUNTRY USA
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## 2. DEBTOR'S NAME

OR	a. ORGANIZATION'S NAME CURAE HEALTH, INC.	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	b. INDIVIDUAL'S SURNAME			

## c. MAILING ADDRESS

1105 EARL FRYE BLVD

d. CITY AMORY	STATE MS	POSTAL CODE 38821	COUNTRY USA
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## 3. DEBTOR'S NAME

OR	a. ORGANIZATION'S NAME CURAE HEALTH, INC.	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	b. INDIVIDUAL'S SURNAME			

## c. MAILING ADDRESS

303 MEDICAL CENTER DR

d. CITY BATESVILLE	STATE MS	POSTAL CODE 38606	COUNTRY USA
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**SECURED PARTIES**

## 1. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY)

OR	a. ORGANIZATION'S NAME INTERNATIONAL FINANCIAL SERVICES CORPORATION	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	b. INDIVIDUAL'S SURNAME			

## c. MAILING ADDRESS

1113 S MILWAUKEE AVENUE SUITE 301

d. CITY LIBERTYVILLE	STATE IL	POSTAL CODE 60048	COUNTRY USA
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COLLATERAL: This financing statement covers the following collateral:

LEASE#18-106-01

Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Omnlkey 5025 CL, One (1) BadgePass Identity





## FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (Optional) GISELLA MELENDEZ 800-331-3282
B. EMAIL OF CONTACT AT FILER (Optional) efiling@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CT LIEN SOLUTIONS P O BOX 29071 GLENDALE, CA 91209-9071

This is a representation of a document created electronically at the Tennessee Secretary of State's web site.

Financing Statement Doc #: 428117601

FILED: 1/18/2018 11:08 AM

Tre Hargett, Secretary of State

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Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Lamine (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital); and Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Mifare Card Reader - Identiv Cloud 3700, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Lamine (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Batesville Regional Medical Center, Inc. D/B/A Panola Medical Center).

Debtor is not authorized and has no title to sell, transfer or otherwise convey any of the foregoing collateral including proceeds of insurance.

Maximum principal indebtedness for Tennessee recording tax purposes is:

\$131,560.00

Check only if applicable and check only one box: Collateral is ☐ held in a Trust  
☐ being administered by a Decedent's Personal Representative

Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility  
Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

OPTIONAL FILER REFERENCE DATA:

TN-0-62347216-54552348

NOTE: All information on this form is public record.



1880038933

File Number: 20182512982A

Date Filed: 1/23/2018 10:33:45 AM

C. Delbert Hosemann, Jr.

Secretary of State

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
<b>UCC Direct Services</b>	<b>800-331-3282</b>
B. EMAIL CONTACT AT FILER (optional)	
<b>uccfilingreturn@wolterskluwer.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <b>Lien Solutions</b>  <b>P.O. Box 29071</b>  <b>Glendale, CA 91209-9071</b> </div>	

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 UCC1Ad)

1a. ORGANIZATION NAME				
OR AMORY REGIONAL MEDICAL CENTER, INC				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1105 EARL FRYE BLVD	AMORY	MS	38821	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 UCC1Ad)

2a. ORGANIZATION NAME				
OR GILMORE MEMORIAL HOSPITAL				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1105 EARL FRYE BLVD	AMORY	MS	38821	USA

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

3a. ORGANIZATION NAME				
OR INTERNATIONAL FINANCIAL SERVICES CORPORATION				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1113 S. Milwaukee Avenue, Suite 301	Libertyville	IL	60048	USA

4. COLLATERAL: This financing statement covers the following collateral:

LEASE#18-106-01 Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Omnkey 5025 CL, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000 Lamination Module, One (1) Valcam Zoom Camera, One (1) Backdrop and Stand, Three (3) BadgePass NXT5000 YMCKO-K Ribbon (200 Prints), One (1) BadgePass NXT5000 Laminates (600 Prints), One (1) NXT Supplies Promo, Five Hundred (500) Prox cards and all other accessories and attachments thereto (to be located at Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital); and Four Hundred (400) Sphinx Enterprise Software, Four Hundred (400) Mifare Card Reader - Identiv Cloud 3700, One (1) BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software, One (1) BadgePass Identity Manager SMA, One (1) BadgePass NXT5000 Badge Printer (Single Sided), One (1) BadgePass NXT5000 Dual Side Upgrade, One (1), BadgePass NXT5000 Contactless Prox Upgrade, One (1), Badgepass NXT5000

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

**MS-0-62399750-54571751**

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1)(Rev 08/23/11)



File Number: 20182512982A  
Date Filed: 1/23/2018 10:33:45 AM  
C. Delbert Hosemann, Jr.  
Secretary of State

**UCC FINANCING STATEMENT ADDITIONAL PARTY**  
FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement. If line 1b was left blank because individual Debtor name did not fit, check here ☐

18a. ORGANIZATION NAME  
AMORY REGIONAL MEDICAL CENTER, INC

OR  
18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b)(use exact full name do not omit modify or abbreviate any part of the Debtor's name)

OR  
19a. ORGANIZATION NAME  
BATESVILLE REGIONAL MEDICAL CENTER, INC.

19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

303 MEDICAL CENTER DR.

CITY

BATESVILLE

STATE

MS

POSTAL CODE

38606

COUNTRY

USA

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b)(use exact full name do not omit modify or abbreviate any part of the Debtor's name)

OR  
20a. ORGANIZATION NAME  
PANOLA MEDICAL CENTER

20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

303 MEDICAL CENTER DR.

CITY

BATESVILLE

STATE

MS

POSTAL CODE

38606

COUNTRY

USA

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b)(use exact full name do not omit modify or abbreviate any part of the Debtor's name)

OR  
21a. ORGANIZATION NAME

21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME. Provide only one name (22a or 22b)

OR  
22a. ORGANIZATION NAME

22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME. Provide only one name (23a or 23b)

OR  
23a. ORGANIZATION NAME

23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS





**SOLUTIONS,  
SUPPORT,  
RESULTS.**

**Invoice**

**Order Number** AAAQ1135  
**Ship Method** Our Delivery

**Date** Sep 25, 2017  
**Due Date** 9/24/2017  
**Purchase Order**

Sold By	Sold To
David Spratlin 5045 Covington Way Memphis, TN 38134  E-Mail dspratlin@elliottdata.com Phone 901-372-4600 Fax 901-372-4687	International Financial Services Corporation Reference Lease: 18-106-01 1113 S. Milwaukee Ave., #301 Libertyville, IL 60048  Phone 847-932-0912 Fax

Qty	Description	Unit Price	Ext. Price
	<b>Gilmore Memorial Hospital (to be located at Amory Regional Medical Center, Inc. 1105 Earl Frye Blvd., Amory, MS 38821) Gilmore Hospital SSO Package</b>		
400	Sphinx Enterprise Software (100-499 Quantity Discount)		
1	12 Month Support Contract		
400	Omnikey 5025 CL		
1	Project Management, Implementation & Training		
1	BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software!		
1	BadgePass Identity Manager SMA (Single Workstation / 1 Year) 1st Year Required!		
1	BadgePass NXT5000 Badge Printer (Single Sided)		
1	BadgePass NXT5000 Dual Side Upgrade		
1	BadgePass NXT5000 Contactless Prox Upgrade		
1	Badgepass NXT5000 Lamination Module		
1	Valcam Zoom Camera		
1	Backdrop and Stand		
3	BadgePass NXT5000 YMCKO-K Ribbon (200 Prints)		
1	BadgePass NXT5000 Laminate (600 Prints)		
1	NXT Supplies Promo		
1,000	Prox Cards Lead Time - 4 to 6 Weeks! *Minimum Order of 50 Cards*		
1	Installation, Configuration & Training - Badge Design Setup - AD Integration - Database Configuration (SQL) - Onsite Training		
	<b>Panola Medical Center (to be located at Batesville Regional Medical Center: 303 Medical Center Dr., Batesville MS 38606 Panola Hospital SSO Package</b>		
400	Sphinx Enterprise Software (100-499 Quantity Discount)		
1	12 Month Support Contract		

Continued On Next Page ...



Qty	Description	Unit Price	Ext. Price
400	Mifare Card Reader - Identiv Cloud 3700		
1	Project Management, Implementation & Training		
1	BadgePass Identity Manager Workstation License (Competitive Upgrade) Includes BadgePass Server Software!		
1	BadgePass Identity Manager SMA (Single Workstation / 1 Year) 1st Year Required!		
1	BadgePass NXT5000 Badge Printer (Single Sided)		
1	BadgePass NXT5000 Dual Side Upgrade		
1	BadgePass NXT5000 Contactless Prox Upgrade		
1	Badgepass NXT5000 Lamination Module		
1	Valcam Zoom Camera		
1	Backdrop and Stand		
3	BadgePass NXT5000 YMCKO-K Ribbon (200 Prints)		
1	BadgePass NXT5000 Laminate (600 Prints)		
1	NXT Supplies Promo		
1	Installation, Configuration & Training - Badge Design Setup - AD Integration - Database Configuration (SQL) - Onsite Training		
1	Shipping Cost		

\*\*\*All Hardware provided is NEW and of the most current version, manufactured in either 2017 or 2018.

\*\*\*Serial Number: TBA upon installation

<b>Total</b>	<b>\$131,560.00</b>

PRICES BASED UPON TOTAL PURCHASE - PRICES GOOD FOR 30 DAYS UNLESS NOTED ABOVE - UP TO 3% HANDLING MAY BE ADDED FOR CREDIT CARD PAYMENTS - MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING - THIS DATA SHALL NOT BE DISCLOSED OUTSIDE RECIPIENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THE PROPOSAL, INTERNALLY BY THE CUSTOMER - ELLIOTT DATA SYSTEMS IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS AND/OR OMISSIONS - SIGNER AGREES TO ELLIOTT DATA SYSTEMS STANDARD TERMS AND CONDITIONS - COMPLETE TERMS AND CONDITIONS SUPPLIED UPON REQUEST

<b>Terms</b>	100% DWN
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Accepted By: Tu S Bm

Date: 2/8/2018

Page 2 of 2

www.elliottdata.com



**AUTHORIZATION AND LETTER OF DIRECTION TO RELEASE  
PAYMENT AND COMMENCE LEASE**

February 7, 2018

To: International Financial Services Corporation  
1113 S. Milwaukee Avenue, Suite 301  
Libertyville, IL 60048

I have reviewed and approved Invoice # AAAQ1135 from Elliott Data Systems, Inc.. I hereby authorize and direct International Financial Services to fund the full payment of \$131,560.00 to Elliott Data Systems, Inc. representing 100% Down. I acknowledge that with this payment 100% of the equipment cost will be funded which means my lease payments will commence on February 15<sup>th</sup> 2018. Interim rent will be billed from the date of funding through February 14<sup>th</sup> 2018

**Lessee:**

**CURAE HEALTH, INC.**

**Lease #18-106-01**

By: TSB

Title: CFO

Date: 2/8/2018



## INTERNATIONAL FINANCIAL SERVICES CORPORATION

2920

International Financial Service

2920

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE				
ELLIOT SYSTEMS	ELLIOT SYSTEMS	00000000000014962	2/20/2018				
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
00000000000014413	LEASE # 18-106-01	2/20/2018	\$131,560.00	\$131,560.00	\$0.00	\$0.00	\$131,560.00
			\$131,560.00	\$131,560.00	\$0.00	\$0.00	\$131,560.00

COMMENT Curae Health -Gilmore Hospital



**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**  
1113 SOUTH MILWAUKEE AVE.  
LIBERTYVILLE, IL 60048  
PH. (847) 549-0100

ASSOCIATED BANK  
79-57-759

2920

DATE

AMOUNT

2/20/2018

\$131,560.00

PAY

One Hundred Thirty One Thousand Five Hundred Sixty Dollars and 00 Cents

TO THE

ORDER ELLIOT SYSTEMS

OF 17825 EDISON AVE

CHESTERFIELD MO 63005

AUTHORIZED SIGNATURE

Security features. Details on back.



⑈002920⑈ ⑆075900575⑆ 2153 076 423⑈

## INTERNATIONAL FINANCIAL SERVICES CORPORATION

2920

International Financial Service

2920

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE				
ELLIOT SYSTEMS	ELLIOT SYSTEMS	00000000000014962	2/20/2018				
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
00000000000014413	LEASE # 18-106-01	2/20/2018	\$131,560.00	\$131,560.00	\$0.00	\$0.00	\$131,560.00
			\$131,560.00	\$131,560.00	\$0.00	\$0.00	\$131,560.00

COMMENT Curae Health -Gilmore Hospital



**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

1113 S. Milwaukee Avenue, Suite 301  
Libertyville, IL 60048  
PHONE: 800-258-3531 FAX: 847-549-0119

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February 21, 2018

Tim Brown  
CURAE HEALTH, INC.  
1721 Midpark Road Suite B200  
Knoxville, TN 37921

Dear Tim:

Thank you for leasing your equipment from International Financial Services Corporation. This is to notify you that the address of our lockbox has changed.

Any questions regarding Lease #18-106-01, the purchase option or re-leasing should be directed to us at 800-258-3531, ext. 214.

Beginning on March 15<sup>th</sup> 2018, your payments of \$4,155.00 plus any applicable tax will be made directly to our new lockbox:

**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

P.O. Box 77077  
Minneapolis, MN 55480-7777

You will be invoiced on a monthly basis.

If you should have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

INTERNATIONAL FINANCIAL  
SERVICES CORPORATION



Stacy Snyder  
Funding Coordinator  
847-932-0914 Direct  
[ssnyder@ifsc.com](mailto:ssnyder@ifsc.com)



**Curae Health, Inc.**

Date of Bankruptcy Filing:  
August 24, 2018

Contract Number: -300 Total

Balance Calculation as of: 01/03/2019

Monthly Rental/Payment Amount: \$4,155.00  
Sales Tax Rate: 0.000%  
Default Interest Rate: 10.000%  
Default Interest Rate (Post-Sale): 10.000%  
Inventory/Repossession Date:  
Equipment Sale Date:

Total Lease/Loan Term: 36  
Total # of Monthly Rentals/Payments: 36  
# Monthly Rentals/Payments Paid: 8  
# Monthly Rentals/Payments Due/Past Due: 0  
# of Rentals/Payments Remaining: 28

Current Rent Receivable: \$0.00  
Accumulated Late Charges: \$0.00  
PV of Remaining Rents: \$114,400.26  
Lessor's Damages: \$0.00  
Default Interest Amount: \$0.00  
Accrued Interest (Post-Sale of Equipment): \$0.00  
Purchase Option: \$1.00  
Property Tax: \$0.00  
Miscellaneous Charges: \$0.00  
Legal Fees: \$0.00  
Sales Tax on Amounts Due: \$0.00  
Sales Proceeds: \$0.00  
Post Sale Payments Received: \$0.00

**Accelerated Balance:**

<b>\$114,401.26</b>	<b>\$114,401.26</b>
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# 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:** 01/21/2019  
**Trustee:**      **Last Date to file (Govt):**

*Creditor:* (6816603)      **Claim No:** 168      *Status:*  
TCF Equipment Finance      *Original Filed*      *Filed by:* CR  
11100 Wayzata Boulevard Suite      *Date:* 01/07/2019      *Entered by:* admin  
801      *Original Entered*      *Modified:*  
Minnetonka, MN 55305      *Date:* 01/07/2019

Amount claimed: \$114401.26

Secured claimed: \$10000.00

*History:*

[Details](#)      [168-1](#)      01/07/2019 Claim #168 filed by TCF Equipment Finance, Amount claimed: \$114401.26 (admin)

*Description:*

*Remarks:* (168-1) Account Number (last 4 digits):7221

### 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

<b>Total Amount Claimed*</b>	\$114401.26
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

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

	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>	\$10000.00	
<b>Priority</b>		
<b>Administrative</b>		