

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

Debtor 1 Curae Health Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 3:18-bk-05665

## Official Form 410

## Proof of Claim

04/16

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

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

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

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

### Part 1: Identify the Claim

1. Who is the current creditor?	<u>CHG-MERIDIAN USA Corp.</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>CHG-MERIDIAN USA Corp.</u> <u>Attn: David Anthony</u> <u>511 Union Street, Suite 1600</u> <u>Nashville, TN 37219</u>  Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Contact phone _____ Contact email _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

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

6. Do you have any number you use to identify the debtor? ☐ No  
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2913

7. How much is the claim? \$ 11464.84 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? ☐ No  
☒ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ 0.00  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ 11464.84 (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ 0.00  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☐ No  
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 11464.84

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

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

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

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

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

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

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

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

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

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* 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 01/20/2019  
MM / DD / YYYY

/s/ DAVID M ANTHONY  
Signature

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

Name DAVID M ANTHONY  
First name Middle name Last name

Title \_\_\_\_\_

Company Bone McAllester Norton, PLLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 511 Union Street, Suite 1600  
Number Street

Nashville TN 37219  
City State ZIP Code

Contact phone 615 238-6300 Email danthony@bonelaw.com

**EXHIBIT A  
TO PROOF OF CLAIM**

**CURAE HEALTH, INC. (“Debtor”)**

**Case No. 3:18-bk-05665**

**Total Amount of Claim: \$11,464.84**

CHG-MERIDIAN USA Corp. (hereinafter “Creditor”) is a lessor of certain medical equipment (the “Equipment”) to Debtor Clarksdale Regional Medical Center, Inc. (the “Clarksdale Debtor”), which Equipment is more specifically described in those Lease Schedule Nos. xxx2913 and xxx3033 to the Master Equipment Lease dated January 14, 2011, as amended and modified from time to time (the “Lease”). A copy of the Lease, Lease Schedule Nos. xxx2913 and xxx3033, and the amendments is attached.

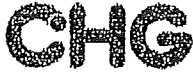
At the time of the Petition (August 24, 2018), the following amounts were owed to Creditor under the Lease:

2602913	
May-18	\$1,715.15
Jun-18	\$1,715.15
Jul-18	\$1,715.15
Aug 1-23 2018	\$1,272.51
Total:	\$6,417.96

2603033	
May-18	\$1,348.74
Jun-18	\$1,348.74
Jul-18	\$1,348.74
Aug 1-23 2018	\$1,000.66
Total:	\$5,046.88

**The above amount is subject to further unknown damages, post-petition amounts owed, attorney’s fees, interest, late charges, and other expenses to which Creditor is entitled, for which Creditor reserves the right to amend this Claim.**

**ORIGINAL**



CHG-MERIDIAN U.S. Finance, Ltd.  
21800 Oxnard Street, Suite 410  
Woodland Hills, CA 91367  
Phone: (818) 702-1800  
Fax: (818) 702-1821

AGREEMENT NO. 8406

## MASTER EQUIPMENT LEASE

This MASTER EQUIPMENT LEASE ("Master Lease") is effective as of 11/4/11 and is by and between CHG-MERIDIAN U.S. Finance, Ltd. ("Lessor"), a California Corporation having its principal office at 21800 Oxnard Street, Suite 410, Woodland Hills, CA 91367 and COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION ("Lessee"), a DELAWARE Corporation having its principal office at 4000 Meridian Boulevard, Franklin, TN 37087

IN CONSIDERATION OF the mutual agreements contained in this Master Lease, the parties agree as follows:

### 1. PROPERTY LEASED; TITLE:

1.1 Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the personal property, together with all replacements, parts, repairs, additions, attachments and accessories incorporated therein (individually called a "Unit" and collectively called the "Equipment") described in each Equipment Lease Schedule executed from time-to-time pursuant to this Master Lease and substantially in the form attached hereto as Exhibit A ("Schedule"). Each Schedule shall incorporate all of the terms and conditions of this Master Lease, shall contain such additional terms as Lessee and Lessor shall agree upon, and shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall prevail with respect to that Schedule.

1.2 It is expressly understood that the Equipment is, and shall at all times remain, personal property of Lessor. Lessee shall have no right, title or interest in the Equipment except as expressly provided herein. If requested by Lessor, Lessee will obtain, prior to delivery of any Unit, a certificate satisfactory to Lessor from all parties with a real property interest in the premises where the Equipment shall be located, waiving any claim with respect to the Equipment. If Lessor supplies Lessee with labels, plates or other markings stating that the Equipment is owned by Lessor, Lessee shall attach same in a prominent place on the Equipment.

### 2. TERM; RENT:

2.1 This Master Lease shall commence on the date set forth above and shall continue so long as any Schedule remains in effect. Each Schedule shall set forth the basic term of the Schedule ("Basic Term"), the periodic rent for each Unit of equipment ("Monthly Rent"), the installation date of each Unit ("Installation Date") as defined in the Acceptance Certificate (Exhibit B), the commencement date ("Commencement Date"), the installation location of each Unit ("Equipment Location") and all other additional terms. The Basic Term for a Schedule shall begin on the Commencement Date and shall continue thereafter for the number of months specified therein. As to each Unit, the term for each Schedule ("Initial Term") shall begin on the Installation Date of such Unit, and shall continue throughout the expiration of the Basic Term. The Installation Date shall be the earlier of (i) the date such Unit is installed and operational for purposes of the Schedule at the Equipment Location, or (ii) seven (7) days after Lessor has made such Unit available for delivery to Lessee, except that if the company designated by Lessee to install such Unit shall notify Lessee that it is unable to install such Unit due solely to the condition of such Unit, then the Installation Date shall be as set forth in subclause (i) herein. The Commencement Date shall be the first day of the calendar month following the latest Installation Date of any Unit, provided, however, if such Installation Date falls on the first day of the month, the Commencement Date shall be such Installation Date.

Lessee may terminate any Schedule at the end of any full month effective at the expiration of the Initial Term or any extension thereof by giving Lessor 120 days prior written notice. If such written notice of termination is not given by Lessee, the Initial Term shall be automatically extended thereafter on a month-to-month basis at the same Monthly Rent, until terminated by Lessor or Lessee giving the required 120 days written notice and upon expiration of the notice period, or until written notice of termination is given by Lessor. Any notice of termination must relate to all the Equipment to terminate the lease in whole and not in part subject to the Schedule to which the notice applies and shall be effective only upon the last day of the Initial Term or upon the last day of any successive 120 day period, and may not be unilaterally revoked.

2.2 Lessee shall pay to Lessor the sum of (a) the Monthly Rent, payable in advance on the Commencement Date and on the first day of each month thereafter during the Initial Term or any extension thereof, and (b) an amount equal to 1/30th of the Monthly Rent for each Unit times the number of days which have elapsed from the Installation Date of such Unit to the Commencement Date, which amount shall be paid on the Commencement Date. Monthly Rent for the Equipment shall be as specified in the Schedule, and shall be payable at Lessor's address set forth above, or at such other address as Lessor may designate in writing, without further notice or demand therefor. Whenever any payment due hereunder is not made when due, Lessee shall pay interest on such amount at the rate of two percent (2.0%) per month or the maximum interest rate legally permissible in the state specified in Section 28, whichever is less ("Late Payment Rate").

MASTER LEASES / MASTER LEASE TEMPLATE

### 3. NET LEASE:

Each Schedule executed hereunder shall constitute a net lease and Lessee agrees that its obligation to pay all Monthly Rent and any and all monies due and payable hereunder ("Rent" and "Monthly Rent" are sometimes referred to herein together as "Rent"). Other sums may include but are not limited to casualty value, late fees, tax reimbursements, and end of lease payments, etc., shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment ("Abatements") whatsoever, including without limitation, Abatements due to any past, present or future claims arising under this Master Lease regardless whether an Invoice has been received in a form acceptable to Lessee, any Schedule or otherwise of Lessee against Lessor or any assignee of Lessor ("Assignee"), or against the manufacturer or seller of any Unit or against any other person or entity.

### 4. ACCEPTANCE:

Lessee represents and warrants that: (a) it has selected each Unit based on its own judgment and expressly disclaims any reliance upon statements made by Lessor, and (b) as of the Installation Date, as between Lessee and Lessor, Lessee shall have unconditionally accepted such Unit. On any Installation Date, Lessee will execute and deliver an Acceptance Certificate, in the form attached hereto as Exhibit B, with respect to each Unit, which Acceptance Certificate shall constitute conclusive evidence of the foregoing. Lessee shall execute a final Acceptance Certificate if requested for Equipment that is delivered on multiple Installation Dates. Lessee hereby authorizes Lessor to complete the Unit's serial number and/or Installation Date on Lessee's behalf if an Acceptance Certificate has been returned incomplete. In the event Lessee rejects any of the Equipment for any reason, Lessor shall assign to Lessee all of Lessor's interest therein and Lessee shall reimburse and indemnify Lessor for any costs, expenses, fees, charges or other items incurred by Lessor in connection therewith.

### 5. WARRANTIES; DISCLAIMER OF WARRANTIES:

5.1 Lessor warrants that (a) so long as no Event of Default has occurred and is continuing hereunder, (i) Lessee shall have the right of quiet and peaceful use, possession and enjoyment of the Equipment, subject to and in accordance with the provisions of this Master Lease, and (ii) notwithstanding any assignment, transfer, or grant of security interest by Lessor, neither Lessor nor any Assignee shall interfere with Lessee's said right of quiet enjoyment of the Equipment and (b) as of the Installation Date, (i) Lessor shall have title to the Equipment or the right to lease the Equipment to Lessee, and (ii) the Equipment shall be eligible for the manufacturer's standard maintenance agreement.

5.2 LESSOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO, AND LESSOR EXPRESSLY DISCLAIMS THE SAME, AND, AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH, ARISING IN STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. Notwithstanding the foregoing, provided no Event of Default shall have occurred or be continuing hereunder, Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and such warranties are hereby assigned by Lessor for the benefit of Lessee, to the extent assignable. Upon Lessee's request and at the sole expense of Lessee, Lessor shall provide reasonable assistance to Lessee in enforcing any such warranties. Lessee acknowledges that Lessee ordered the Equipment from the supplier thereof, and either (a) Lessee received a copy of the contract by which Lessor acquired the Equipment, or (b) Lessor has informed Lessee in writing of (i) the identity of the supplier, (ii) that Lessee may have rights under said contract and may be entitled, under the version of Uniform Commercial Code Article 2A ("UCC 2A") as in effect in the state specified in Section 28, to the benefit of warranties provided to Lessor by said supplier, and (iii) that Lessee may and should contact the supplier to receive an accurate and complete description of such rights including any disclaimers or limitations on them or of the remedies thereunder. Lessee makes this acknowledgment so that such each Schedule shall qualify as and be a "finance lease" under UCC 2A.

### 6. LIENS; TAXES:

6.1 Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, lien, security interest, charge, encumbrance or claim (each a "Lien") on or with respect to this Master Lease or any Schedule, the Equipment, title thereto or any interest therein except a Lien created by Lessor or Assignee, and Lessee shall immediately at its own expense take all actions as may be necessary to discharge such Lien.

6.2 Lessee shall file and pay all income, ad valorem, value added, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges or withholdings of any nature arising out of the transactions contemplated herein and imposed against Lessor, Lessee, or the Equipment by any federal, state, local, or foreign government or taxing authority upon or with respect to the Equipment or upon the sale, purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the Rent, receipts or earnings arising therefrom, or upon or with respect to this Master Lease ("Impositions"), excluding, however, Impositions on, or measured solely by, the net income of Lessor and franchise or similar taxes based on Lessor's business existence or status. Lessee shall reimburse Lessor for all Impositions to the extent paid by Lessor. Lessee shall also reimburse Lessor for all sales or use taxes assessed on Rent, property tax assessed on Equipment, installation, transportation or other services relating to the Equipment. In the event Lessee either self assesses sales or use tax or is required to pay directly sales tax or use tax or any Imposition relating to any charge made by Lessor to

Lessee, Lessee promptly shall forward copies of all pertinent returns or audit documents to Lessor. Lessee shall not report any Equipment as directly assessable to Lessee without the prior consent of Lessor. Any penalties, fines, or interest relating to returns to be filed by Lessee or payments to be made by Lessee directly to any taxing authority and later assessed to Lessor shall be paid by Lessee. All payments and advances made by Lessor shall be deemed Rent, including but not limited to, all impositions owed directly by Lessor for which Lessee has responsibility for reimbursement hereunder and all amounts advanced by Lessor to pay impositions otherwise owed by Lessee.

#### 7. INDEMNIFICATION:

Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify and hold harmless Lessor, its assignees, successors or transferees and their respective employees, officers and/or agents (herein "Indemnified Persons"), from and against any loss (including any loss of tax benefits or creation of tax liability arising as a result of an act, omission or misrepresentation of Lessee), liabilities, damages, penalties, claims, suits, costs, expenses and disbursements at law or in equity, including attorney's fees, imposed on, incurred by or asserted against the Indemnified Persons arising out of the leasing, ownership, use, possession, control, maintenance, operation and transportation of the Equipment, including but not limited to, claims for patent, trademark or copyright infringement and claims for property damage, personal injury or wrongful death arising in strict liability or negligence. All indemnities contained in any section of this Master Lease, including this Section 7, shall survive the expiration or other termination of this Master Lease or any Schedule with respect to acts or events occurring or alleged to occur prior to return of any Unit to Lessor and are expressly made for the benefit of, and shall be enforceable by any or all of the Indemnified Persons.

#### 8. USE; INSTALLATION; MAINTENANCE; INSPECTION:

8.1 Lessee shall comply with all laws, regulations and orders of any governmental branch or agency which relate to the installation, use, possession or operation of the Equipment, and shall use the Equipment in the regular course of its business only, within its normal capacity, without abuse.

8.2 Lessee shall pay all installation, transportation, rigging, unpacking and repacking, drayage, handling and insurance charges on the Equipment upon delivery to Lessee and upon redelivery to Lessor upon the expiration or earlier termination of the Initial Term or any extension thereof, to such destination as is specified by Lessor within the continental United States of America ("Return Location"). Lessee shall furnish appropriate installation facilities for the Equipment.

8.3 Lessee, at its own expense, shall maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration other than normal wear and tear, and shall enter into, and keep in force a maintenance agreement with the manufacturer of the Equipment. Lessee shall cause the manufacturer, or other Lessor authorized warranty maintenance provider, in accordance with the manufacturers standards so as not to void any manufacturer warranty to keep the Equipment in good and efficient working order, less normal wear and tear, in full compliance and in accordance with the provisions of such maintenance agreement and shall furnish evidence of such agreement to Lessor upon request. During Lessee's normal business hours, Lessee shall provide the manufacturer's field engineering representatives with access to the Equipment to install engineering changes necessary to keep the Equipment at currently announced engineering change levels. Upon deinstallation of any Unit, Lessee shall provide Lessor certification from the manufacturer stating the Equipment is at currently announced engineering change levels and is qualified for the manufacturer's maintenance agreement. If Lessee does not provide such certification, Lessor may charge Lessee, and Lessee shall immediately make payment for any and all costs and expenses necessary to bring the Equipment to an equivalent equipment standard with equipment that is of the same model or type, manufactured by a Tier-1 manufacturer, has been properly maintained, and is of comparable age.

8.4 During Lessee's normal business hours, upon prior written notice to Lessee and subject to Lessee's reasonable security procedures, Lessee shall permit Lessor or its designee to inspect the Equipment, Lessee's equipment log and maintenance records.

#### 9. DEFAULT:

The occurrence of any of the following events shall constitute a default by Lessee hereunder ("Event of Default"):

- (a) Lessee or any guarantor shall fail to pay when due any Rent and such failure continues unremedied for a period of ten (10) days;
- (b) Except for defaults covered by Paragraph (a) above, Lessee or any guarantor of Lessee's obligations shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder or under any Schedule or under any such guaranty and such failure continues unremedied for fifteen (15) days;
- (c) Lessee or any guarantor shall have made any representation or warranty herein, or in any document or certificate executed by Lessee incident herein, which is found to have been false in any material respect at the time such representation or warranty was made;
- (d) Lessee or any guarantor shall cease doing business as a going concern, makes an assignment for the benefit of creditor, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action toward its dissolution or liquidation;

(e) Within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed or set aside, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated;

(f) Lessee shall attempt to remove, sell, transfer, encumber, part with possession or sublet the Equipment or any Unit, except as expressly permitted hereunder.

(g) Lessee shall fail to obtain and maintain the insurance required herein;

(h) Lessee shall be in default under any loan, lease, guaranty or other financing contract to which Lessor or any affiliate of Lessor is a party;

(i) Lessee shall be in default under any other loan, lease, guaranty, or other financing contract which, if accelerated, would require a payment in excess of \$\_\_\_\_\_ and any applicable grace period shall have expired; or

(j) Lessee shall have terminated its corporate, partnership, or limited liability company (as applicable) existence, consolidated with, or merged into, or conveyed or leased substantially all of its assets as an entirety to any person; or if effective voting control of the ownership interests in Lessee is not retained by the present share holders thereof

#### 10. REMEDIES:

Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, with or without terminating this Master Lease, in its sole discretion, do any one or more of the following:

(a) proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Master Lease or any Schedule;

(b) declare immediately payable all sums due and to become due hereunder for the full term of any and all Schedules to this Master Lease;

(c) if the Schedule provides for a Casualty Value of the Equipment, recover (i) any then accrued charges and unpaid Rent plus interest thereon at the Late Payment Rate, (ii) the Casualty Value of the Equipment as of the rent payment date immediately preceding Lessee's date of default, and (iii) all commercially reasonable costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment, including reasonable attorney's fees and costs incurred in connection therewith or otherwise resulting from Lessee's default;

(d) if the Schedule does not provide for a Casualty Value for the Equipment, recover from Lessee damages, not as a penalty, but herein liquidated for all purposes and in an amount equal to Casualty Value defined as the sum of (i) any then accrued charges and unpaid Rent plus interest thereon at the Late Payment Rate, (ii) the present value of all remaining Rent contracted to be paid over the unexpired portion of the Initial Term, discounted at an interest rate (the "Default Rate") equal to the yield to maturity on the one-year (1 yr) Treasury Note published in the Federal Reserve Banks H.15 report on the applicable Commencement Date, plus interest thereon at the Late Payment Rate until paid and any additional break funding costs, (iii) all commercially reasonable costs and expenses incurred by Lessor in any repossession, recovery, storage, or repair, sale, re-lease or other disposition of the Equipment, including reasonable attorney's fees and costs incurred in connection therewith or otherwise resulting from Lessee's default, and (iv) the greater of (a) the fair market residual value of the Equipment determined by Lessor in a commercially reasonable manner as of the expiration of the Initial Term or any extension thereof, and or (b) 30 % of the original cost of the Equipment discounted to present value at the Default Rate to the date of payment, such determination to be conclusive absent manifest error;

(e) re-lease or sell any or all of the Equipment at a public or private sale, with the privilege of becoming the purchaser or lessee thereof, on such terms and notice as Lessor shall deem reasonable, and thereafter Lessor shall apply the proceeds derived therefrom as follows, Lessee remaining liable for any deficiency: First, to reimburse Lessor for all costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, re-lease, or other disposition for the Equipment, including reasonable attorneys' fees, commissions, and brokers' fees, and costs incurred in connection therewith or otherwise resulting from Lessee's default; second, to pay Lessor any amounts owing hereunder; third, to reimburse Lessee for any amount paid hereunder as a result of Lessee's default; and fourth, any surplus remaining thereafter to Lessor;

(f) take possession (by summary proceedings or otherwise) of the Equipment without prejudice to any other remedy or claim referred to herein; and

(g) exercise any other right or remedy which may be available to it under the Uniform Commercial Code or any other applicable law.

A termination hereunder shall occur only upon notice by Lessor and only as to such Equipment as Lessor specifically elects to terminate and this Master Lease and all Schedules hereto shall continue in full force and effect as to the remaining Equipment, if any. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any of Lessor's rights.



#### 11. DAMAGE; DESTRUCTION OR LOSS:

11.1 Upon delivery of the Equipment to Lessee until the Equipment is redelivered to Lessor, Lessee shall bear the entire risk of loss, damage, or destruction with respect to the Equipment resulting from any cause whatsoever.

11.2 If any Unit becomes damaged, partially damaged or damaged beyond repair, lost, stolen, destroyed or permanently rendered unfit, or in the event of any condemnation or requisition of title or use of any Unit by any governmental authority (any such occurrence being hereinafter referred to as an "Event of Loss"), then Lessee shall promptly notify Lessor with a loss certificate and shall do either of the following within thirty (30) days after the occurrence of an Event of Loss:

(a) In Lessor's sole discretion, it shall direct Lessee at Lessee's own expense to either (i) promptly repair the affected Unit to its original capacity and condition or (ii) replace the affected Unit with a newer unit of identical make, model, configuration, capacity and condition, in good repair, free and clear of all liens in which case any such replacement unit shall become the property of Lessor and for all purposes of this Master Lease shall be deemed to be the Unit which it replaced; or

(b) Terminate the Schedule with respect to the affected Unit and pay to Lessor on the next payment date, an amount equal to (i) the Casualty Value as set forth in Section 10(d), or (ii) if included in the Schedule, the Casualty Value set forth therein as of the date of the Event of Loss.

#### 12. INSURANCE:

Lessee shall, at its expense, insure the Equipment against all risks and in such amounts as Lessor shall reasonably require (but not less than the greater of (i) the Casualty Value or (ii) full replacement value with carriers reasonably acceptable to Lessor, shall maintain a loss payable endorsement in favor of Lessor and Assignee affording to Lessor and Assignee such additional protection as Lessor and Assignee shall reasonably require, and Lessee shall maintain liability insurance of no less than \$1,000,000.00 per occurrence. All such insurance policies shall name Lessee, Lessor and Assignee as additional insureds and loss payees, and shall provide that insurance coverage shall not be canceled or altered without at least thirty (30) days' prior written notice to Lessor and Assignee, and that no breach of warranty by Lessee shall invalidate such insurance with respect to any additional insured. Lessee shall furnish appropriate evidence of such insurance to Lessor and Assignee. In the case Lessee fails to provide adequate insurance as described above, Lessor may obtain insurance on Lessee's behalf, the cost of which will be immediately reimbursed to Lessor by Lessee.

#### 13. SURRENDER OF EQUIPMENT:

Upon the expiration or earlier termination of any Schedule with respect to any Unit, Lessee shall, unless Lessee has paid Lessor in cash the Casualty Value of the Unit plus any accrued Rent and any other payments due, at Lessee's expense, deinstall, repackage and return the Equipment to Lessor to the Return Location, in the condition described in Section 8 hereof within ten (10) calendar days and failure to do so shall be deemed an Event of Loss as defined in Sec. 11.2. Lessee shall arrange and pay for all such repairs and work required as to any Unit for the manufacturer to accept the Equipment at the time of surrender under the manufacturer's standard maintenance agreement. Lessee shall bear the risk of damage or loss until delivery of the Equipment to the Return Location.

#### 14. ASSIGNMENT BY LESSOR:

LESSOR MAY ASSIGN OR TRANSFER THIS MASTER LEASE OR ANY SCHEDULE HERETO OR LESSOR'S INTEREST IN THE EQUIPMENT OR GRANT A SECURITY INTEREST THEREIN TO ONE OR MORE ASSIGNEES WITHOUT NOTICE TO LESSEE. Any Assignee of Lessor shall have all of the rights but none of the obligations of Lessor hereunder unless expressly agreed in writing, and Lessee agrees that it will not assert against any Assignee any defense, counterclaim or offset that Lessee may have against Lessor. Lessee shall have no greater obligations to any Assignee than it had to Lessor at the time of assignment, and such assignment shall not limit or otherwise restrict the rights afforded Lessee hereunder. Lessee hereby (i) consents to such assignments and/or grants, (ii) agrees to promptly execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by Lessor or Assignee to effect such assignments and/or grants from time-to-time as each Schedule is executed and (iii) agrees to comply fully with the terms of any such assignments and/or grants. Lessee acknowledges that any assignment or transfer by Lessor made in accordance with the provisions of this Section shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee. In the event of an assignment, all references herein to Lessor shall include Assignee.

#### 15. ASSIGNMENT OR SUBLEASE BY LESSEE:

LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY UNIT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. As to any assignment or sublease permitted hereunder, the following additional conditions shall apply:

(a) Equipment shall not be relocated outside of the United States of America;

(b) Lessee shall give to Lessor prior written notice of the location of the Equipment and the identity of the lessee thereof ("Subsequent Lessee") thirty (30) days prior to installation of the Equipment at Subsequent Lessee's location;

(c) No sublease or assignment shall in any way discharge or diminish any of Lessee's obligations to Lessor under the Master Lease or any Schedule thereto;

(d) Any sublease or assignment shall be expressly subject and subordinate to the terms and conditions of this Master Lease and the applicable Schedule, the terms and conditions thereof shall be subject to Lessor's reasonable approval, and Lessee shall assign its rights hereunder to Lessor and Assignee as additional collateral and security for the performance of Lessee's obligations hereunder; and

(e) Lessee shall grant to Lessor the right to submit and match the last proposal for the sublease or assignment of the Equipment and to submit and match the last proposal for the financing or lease of any equipment which is to replace Equipment; and

(f) Lessee shall pay an administrative fee of \$2,000.00 for any permitted sublease or assignment.

#### 16. RELOCATION:

Lessee shall not move or permit to be moved any Equipment from the Equipment Location without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, in no event shall any Equipment be moved to a location outside the United States of America. Risk of loss and all costs and expenses incurred in connection with any movement of Equipment including any costs incurred by Lessor to preserve its security interest or title in the equipment, shall be the responsibility of Lessee.

#### 17. ALTERATIONS AND MODIFICATIONS:

Lessee shall not make modifications, alterations or additions to Equipment (other than normal operating accessories or controls) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall be entitled to acquire and install, at Lessee's expense, such additional features or options ("Modifications") which (i) will not impair the originally intended function or use of the Equipment in which the Modifications are installed, (ii) will not require removal of any part of the Equipment, (iii) will not interfere with Lessee's ability to obtain and maintain the maintenance contract required by Section 8.3, and (iv) the addition of which will not have an adverse impact upon the value of the underlying Equipment or Lessor's rights therein. Such Modifications shall be of the type which are readily installed and removed without damage to the Equipment so as to restore the Equipment to the condition in which it existed prior to the installation of such Modifications; provided, however, that if Lessor so agrees in writing, Lessee shall not be required to remove such Modifications. Any Modifications not so removed shall become the property of Lessor. All Modifications must qualify for the manufacturer's maintenance agreement and be maintained in accordance with Section 8 hereof. Lessee shall grant to Lessor the right and opportunity to first submit and match the last proposal for the lease, financing or supply of any equipment under a Modification.

#### 18. REPRESENTATIONS AND WARRANTIES OF LESSEE:

Lessee represents and warrants for the benefit of Lessor and any Assignee, and, if requested, will provide for each Schedule: (i) an Incumbency Certificate or other document identifying the signatures and establishing the authority of the signers of the lease documents, and (ii) an opinion of counsel if requested to the effect that as of the time of execution and delivery of this Master Lease and each Schedule:

(a) Lessee is a legal entity, duly organized in the jurisdiction set forth above, validly existing and in good standing under the laws of the jurisdiction of its incorporation and is in good standing in each jurisdiction where the Equipment will be located and has adequate corporate power to enter into and perform this Master Lease and each Schedule;

(b) This Master Lease and each Schedule have been duly authorized, executed and delivered by Lessee and constitute a valid, legal and binding agreement of Lessee, enforceable in accordance with their terms, subject to enforcement limitations imposed by state or federal laws generally affecting the rights of creditors and general equitable principles;

(c) The execution and delivery of and the performance by Lessee of its obligations under this Master Lease and each Schedule will not violate any judgment, order, law or governmental regulation applicable to Lessee or any provision of Lessee's articles of incorporation, by-laws or other organizational documents or result in any breach of or constitute a default under any instrument or agreement to which Lessee is a party or by which Lessee or its assets may be bound or result in the creation of any Lien;

(d) There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings of which Lessee has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would adversely affect the financial condition of Lessee, or the ability of Lessee to perform its obligations under or remain in compliance with the Lease in each case, to any material extent, except as previously disclosed to Lessor, in writing. Lessee is not in default under any obligation for borrowed money.

(e) Under all applicable laws, the Equipment consists solely of personal property and not fixtures.

(f) The financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles consistently applied ("GAAP"), and fairly present Lessee's financial condition and the results of its operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations.

(g) Lessee is not a tax exempt entity under the Internal Revenue Code of 1986 as amended.

#### 19. NOTICES:

Any notices required by this Master Lease shall be transmitted by registered or certified mail or other form of expedited delivery which requires the signature or acknowledgment of the receiving party. All such notices shall be issued to the addresses of the parties set forth above, or to such other address as a party may hereafter specify by written notice given in accordance with the requirements of this Section, and shall be deemed given on the earlier of the date received and three (3) days after the date notice is issued.

#### 20. SOFTWARE:

Lessee and Lessor acknowledge that the Equipment may contain or include a description of certain software ("Software") in which Lessor and Lessee have no ownership or other proprietary rights. Where required by the Software owner, manufacturer or distributor, Lessee shall enter into a license or other agreement for the use of such Software. Any Software agreement shall be separate and distinct from this Master Lease and any Schedule, and Lessor and Assignee shall not have any obligations thereunder, but shall have the right to require Lessee to terminate Lessee's use of the Software if an Event of Default shall occur and shall be continuing hereunder. In the event Rent specified in a Schedule includes an amount attributable to the financing by Lessor of Lessee's fee for use of Software, Lessee agrees that such amount shall be deemed Rent and subject to all the provisions of this Master Lease. In the event Lessor has advanced the cost of Software and Lessee has surrendered Equipment to Lessor as described in Sec. 13, Lessor at its option has the right to take assignment of Lessee's rights under such software agreements. If loss of Software affects the fair market value of the Equipment.

#### 21. LESSOR'S RIGHT TO CURE:

If Lessee fails to perform any obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor together with interest thereon at the Late Payment Rate from the date incurred to the date reimbursement is made. All payments and advances made by Lessor shall be deemed Rent.

#### 22. FINANCIAL STATEMENTS AND INFORMATION:

During the term of this Master Lease, Lessee covenants and agrees as follows:

(a) Lessee will furnish Lessor (1) within one hundred twenty (120) days after the end of each fiscal year of Lessee, a balance sheet of Lessee as at the end of such year, and the related statement of income and statement of cash flows of Lessee for such fiscal year, prepared in accordance with GAAP, all in reasonable detail and including all notes thereto and certified by independent certified public accountants of recognized standing selected by Lessee; and within forty-five (45) days after the end of each quarter, a balance sheet of Lessee as at the end of such quarter, and the related statement of income and statement of cash flows of Lessee for such quarter, prepared in accordance with GAAP and including all notes thereto; or (2) if Lessee is then a public company within thirty (30) days after Lessee is required to file the same with the Securities and Exchange Commission (the "SEC") or any successor agency, a copy of each annual report and any amendment to an annual report (currently Form 10-K), filed by Lessee with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as the same may be amended from time to time, and all financial statement reports, notices, proxy statements or other documents that are sent or made generally available by Lessee to holders of its registered securities and all regular and periodic reports filed by Lessee with the SEC or any comparable reports.

(b) Lessee shall provide Lessor prompt notice of the occurrence of any Event of Default or event which, with the passage of time or giving of notice, would be an event of default.

(c) Lessee will promptly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor from time to time may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under the Lease.

#### 23. COUNTERPARTS; FINANCING STATEMENTS; POWER OF ATTORNEY:

23.1 The single executed original of this Master Lease and each Schedule marked "Original" shall be the Original and all other counterparts of each document shall be marked and be "Duplicate". To the extent that each Schedule together with this Master Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, no security interest in a Schedule may be created through the transfer or possession of any counterpart other than the Original of such Schedule together with a copy of this Master Lease.

23.2 Lessee agrees to execute, deliver and file any and all instruments requested by Lessor to perfect the interest of Lessor, its successors or assigns in this Master Lease, any Schedule, the payments due hereunder or the Equipment. Lessee authorizes Lessor, at Lessee's expense, to file a copy of this Master Lease or any Schedule as a financing statement.

23.3 Lessee hereby appoints Lessor or any Assignee as its agent and attorney-in-fact to execute, deliver, file and record (a) any and all Uniform Commercial Code Financing Statements and Statements of Amendment as are deemed necessary or desirable by Lessor or any Assignee, regardless whether for precautionary filing purposes, to indicate the interest of Lessor or any Assignee in this Schedule, the Equipment and any proceeds thereof, and (b) any documents or instruments respecting realization on insurance or any other proceeds of the Equipment.

#### 24. SUSPENSION OF OBLIGATIONS:

Prior to delivery of any Unit, the obligations of Lessor may be suspended to the extent that Lessor is hindered or prevented from complying therewith because of labor disturbances, acts of God, fire, storms, accidents, failure of the manufacturer to deliver any Unit, governmental regulations or interference or any cause whatsoever not within the sole control of Lessor.

**25. ATTORNEY'S FEES:**

In the event of any action at law or in equity in relation to this Master Lease or any Schedule, the prevailing party shall be entitled to recover a reasonable sum for its attorney's fees and costs.

**26. SURVIVAL OF REPRESENTATIONS, WARRANTIES, INDEMNITIES AND COVENANTS:**

All representations, warranties, indemnities and covenants of Lessee contained in this Master Lease or any other document or certificate delivered pursuant hereto or thereto shall continue in full force and effect and shall survive notwithstanding the full payment of all amounts due hereunder or the expiration or earlier termination of this Master Lease in any manner whatsoever.

**27. EFFECT OF WAIVER:**

The failure or delay of Lessor in exercising any rights granted hereunder shall not constitute a waiver of any such right and any single or partial exercise of any particular right by Lessor shall not exhaust the same or constitute a waiver of any other right provided herein.

**28. GOVERNING LAW:**

THIS LEASE AND ALL OF THE OTHER DOCUMENTS CONSTITUTING THE LEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT. The parties agree that any action or proceeding arising out of or relating to this Lease may be commenced in any state or Federal court in Los Angeles County, California, and agree that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address herein below set forth, or as it may provide in writing from time to time, or as otherwise provided under the laws of the State of California. Lessee waives any right it may have to object to such forum and agrees that it may institute any legal action or proceeding against Lessor or relating to the Lease only in such forum. Lessor may bring any action or proceeding against Lessee, its property or otherwise relating to this Lease or the Equipment in the courts of any other jurisdiction.

**29. JURY TRIAL WAIVER; JUDICIAL REFERENCE**

THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

(a) In the event the jury trial waiver set forth above is not enforceable, the parties elect to proceed under the judicial reference provision set forth below.

(b) With the exception of the items specified in clause (c), below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Venue for the reference proceeding will be in the state or federal court as set forth in Section 28.

(c) The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders, or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.

(d) The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

(e) The parties agree that time is of the essence in conducting the reference proceedings.

(f) Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(g) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(h) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(i) THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

### 30. HEADINGS:

Section headings are inserted for convenience only and shall not affect any interpretation of this Master Lease.

### 31. ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT:

(a) There are no agreements or understandings, oral or written, between Lessor and Lessee with respect to the Equipment, other than as set forth herein and in each Schedule and this Lease supersedes, and includes, but is not limited to any commitment letter, proposal letter, or other writing or agreement previously issued or entered into by Lessor with respect to Lessee and the Equipment. This Master Lease and each Schedule contain the entire agreement between Lessee and Lessor with respect to the subject matter hereof. Neither the Master Lease nor any Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom enforcement of such alteration, modification, termination or discharge is sought. This Master Lease and each Schedule shall be binding upon and shall inure to the benefit of Lessor, Lessee and their respective successors and assigns.

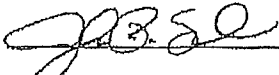
(b) Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

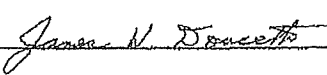
(c) The representations, warranties and covenants of Lessee herein shall be deemed to be continuing and to survive the execution and delivery of this Lease, each Equipment Schedule and any other Lease. Each execution by Lessee of an Equipment Schedule shall be deemed a reaffirmation and warranty of the representations and warranties set forth herein, and a reaffirmation of the representation and warranty that there shall have been no material adverse change in the business or financial condition of Lessee from the date of execution hereof. With respect to each Equipment Schedule, the obligations of Lessee under this Lease (as incorporated therein) which have accrued but not been fully satisfied, performed or complied with prior to the cancellation or termination of such Equipment Schedule, shall survive the cancellation or termination thereof to the extent necessary for the full and complete performance of such obligations.

IN WITNESS WHEREOF, the parties have caused this Master Lease to be duly executed as set forth below.

LESSOR: CHG-MERIDIAN U.S. FINANCE, LTD.

LESSEE: COMMUNITY HEALTH SYSTEMS PROFESSIONAL  
SERVICES CORPORATION

BY:   
NAME: John P. Sandoval  
TITLE: Executive Vice President  
DATE: 1/20/11

BY:   
NAME: James W. Doucette  
TITLE: Vice President & Treasurer  
DATE: 1/14/11

AMENDMENT NO. 01  
TO EQUIPMENT LEASE SCHEDULE NO. 2913  
TO MASTER EQUIPMENT LEASE NO. 8406  
EFFECTIVE AS OF 1/14/2011

CHG

1/29/2016

THIS AMENDMENT NO. 01 (this "Amendment") is by and between CHG-MERIDIAN USA Corp. ("Lessor") and Clarksdale HMA, LLC DBA Merit Health Northwest Mississippi ("Lessee").

Page 1 of 1  
Doc No. 705  
Cust No. 517

RECITALS:

- A. Lessor and CHSPSC, LLC ("Parent") are parties to that certain Master Equipment Lease No. 8406 dated January 14, 2011 (the "Master Lease"). Capitalized terms used herein without definition where the meanings set forth in the Master Lease.
- B. The Master Lease provides that various affiliates of Parent, including Lessee, may enter into leases thereunder by executing Schedules to the Master Lease.
- C. Lessor and Lessee have entered into that certain Equipment Lease Schedule No. 2913 to the Master Lease executed on behalf of Lessor on December 28, 2015 (the "Schedule").
- D. Lessor and Lessee desire to amend the Schedule to correctly reflect the final Equipment Cost, Monthly Rent, and DBA name to the Schedule.

USA  
CHG-MERIDIAN USA Corp.  
21600 Oxnard Street, Suite  
400  
Woodland Hills, CA 91367  
Tel: (818) 702-1800  
Fax: (818) 702-1821  
www.chg-meridian.us

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The phrase "Equipment Cost: \$119,060.00" appearing in the Schedule is hereby amended in its entirety to read as follows: "Equipment Cost: \$102,630.00".
2. The phrase "Monthly Rent: \$1,989.73" appearing in the Schedule is hereby amended in its entirety to read as follows: "Monthly Rent: \$1,715.15".
3. The phrase "Lessee: Clarksdale HMA, LLC DBA Northwest Mississippi Regional Medical Center" appearing in the Schedule is hereby amended in its entirety to read as follows: "Clarksdale HMA, LLC DBA Merit Health Northwest Mississippi".

The Schedule, as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date set forth below.

Lessee: Clarksdale HMA, LLC  
DBA Merit Health Northwest Mississippi

Lessor: CHG-MERIDIAN USA Corp.

  
Signature

  
Signature

Name James W. Doucette  
Sr. VP Finance & Treasurer

Name Vahe Aroyan  
EVP, Finance & Admin.

Title \_\_\_\_\_

Title \_\_\_\_\_

Date 2/3/16

Date 2/5/16

Efficient Technology Management

EQUIPMENT LEASE SCHEDULE No. 2913  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")



11/26/2015 • Page 1 of 3 • Customer No. 9517

**Lessee:**

Clarksdale HMA, LLC  
DBA Northwest Mississippi Regional Medical Center  
1970 Hospital Drive  
Clarksdale, MS 38614  
USA

USA

CHG-MERIDIAN USA Corp.

21800 Oxnard Street, Suite 400  
Woodland Hills, CA 91367

Tel: (818) 702-1800

Fax: (818) 702-1821

www.chg-meridian.us

**Lessor:**

CHG-MERIDIAN USA Corp.  
21800 Oxnard Street, Suite 400  
Woodland Hills, CA 91367  
USA

Equipment Location:	As specified on the Final Acceptance Certificate
Commencement Date:	The first day of the month following the Final Acceptance Date
Basic Term:	60 months
Order-no.:	8406-081
Equipment Description:	AcuDose-RX
Equipment Cost:	\$119,060.00
Monthly Rent:	\$1,989.73

**TERMS AND CONDITIONS**

**Rent In Arrears:**

As Rent for each Unit of Equipment, Lessee shall pay Lessor the Monthly Rent, payable in arrears on the last day of the month following the Commencement Date and on the last day of each month thereafter during the Initial Term or any extension thereof.

**Upgrade:**

Lessee shall lease any and all upgrades including but not limited to, trade in, add-ons, modifications, replacements, etc., to the existing Equipment through Lessor. These upgrades will be incorporated into a new Schedule along with the existing base lease schedule equipment to reflect the new equipment configuration, pricing, lease term and any other applicable terms and conditions under mutually agreeable terms and conditions.

**Progress Payments:**

Lessee has requested that Lessor enter into a purchase agreement for the above-referenced Equipment. The purchase agreement requires Lessor to make progress payments in accordance with the vendor's purchase agreement prior to the delivery of the Equipment. Prior to

Efficient Technology Management®



EQUIPMENT LEASE SCHEDULE No. 02913  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")

CHG

11/25/2015 • Page 2 of 3 • Customer No. 00517

Lessor making any progress payment, Lessee shall approve such payment by signing an interim certificate of acceptance (signed by an incumbent), authorizing Lessor to pay the vendor. In consideration of each progress payment made hereunder, Lessee shall pay to Lessor a daily pro-rata "progress payment charge" calculated by multiplying the amount of the progress payment by 0.03056. Such interest charges shall be subject to adjustment on a monthly basis, in accordance with any increases to Lessor's cost of funds together with any taxes due thereon. Such charges shall begin accruing from the acceptance date and be due and payable on the tenth day of the month following the month for which they accrue. The Progress Payment Period shall continue until all items of Equipment specified in this Lease are finally accepted by Lessee, as evidenced by Lessee's execution and delivery of a final Acceptance Certificate.

It is a condition of Lessor entering into this Schedule, that Lessee represents and warrants the following to Lessor: In the event (i) the vendor for the Equipment fails to deliver any and all Equipment, (ii) the vendor fails to perform any and all obligations under the vendor's purchase agreement, or (iii) Lessee ceases to perform under the vendor purchase agreement, Lessee shall, repay the total progress payments paid by Lessor to Lessor immediately.

End of Term Options:

Provided Lessee is not in default under this Schedule, Lessee shall have the option of purchasing all, but not less than all, of the Equipment upon the completion of the Initial Term for a purchase price equal to the greater of: (i) fifteen percent (15%) of the original equipment cost thereof; or (ii) the then-current fair market value of the Equipment. To exercise this option, Lessee must give Lessor irrevocable notice no later than three (3) months, but not earlier than six (6) months, prior to the end of the Initial Term and pay to CHG the purchase price at or before the end of the Initial Term. As used herein, "fair market value" means the purchase price which would be obtainable in an arms' length retail sales transaction between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell.

Notwithstanding any provision in the Master Lease to the contrary, if upon completion of the Initial Term Lessee has not exercised the purchase option described above, the term of this Schedule shall be automatically extended (without further action on Lessee's or Lessor's part) for a twelve (12) month period (the "Renewal Term"). The Monthly Rent for the Renewal Term shall be the same as the Monthly Rent in effect during the Initial Term. Lessee further agrees to execute all documents reasonably requested by Lessor to confirm such renewal.

Upon completion of the Renewal Term, and provided Lessee is not in default under this Schedule, Lessee shall have the option of purchasing all, but not less than all, of the Equipment for a purchase price equal to the then-current fair market value of the Equipment. To exercise this option, Lessee must give CHG irrevocable notice no later than three (3) months, but not earlier than six (6) months, prior to the end of the Renewal Term and pay to Lessor the purchase price at or before the end of the Renewal Term. As used herein, "fair market value" means the purchase price which would be obtainable in an arms' length retail sales transaction between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to

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# CHG

The terms and conditions of the Master Lease are hereby incorporated and made a part hereof as if such terms and conditions were fully set forth herein.

**Lessee: Clarksdale HMA, LLC  
DBA Northwest Mississippi Regional Medical Center**

Signature James W. Doucette


Name	James W. Doucette Sr. VP Finance & Treasurer
------	---

Title

Date \_\_\_\_\_

12/22/15

Lessor: CHG-MERIDIAN USA Corp.

Signature 

Name Vahé Aroyan  
EVP, Finance & Admin.

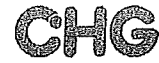
Title

Date \_\_\_\_\_

02/28/2015

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FINAL ACCEPTANCE CERTIFICATE No. 3880  
to Equipment Lease Schedule No. 2913  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")



1/29/2016 • Page 1 of 2 • Customer No. 3517

**Lessee:**

Clarksdale HMA, LLC  
DBA Merit Health Northwest Mississippi  
1970 Hospital Drive  
Clarksdale, MS 38614  
USA

USA

CHG-MERIDIAN USA Corp.

21800 Oxnard Street, Suite 400  
Woodland Hills, CA 91367

Tel: (818) 702-1800

Fax: (818) 702-1821

www.chg-meridian.us

**Lessor:**

CHG-MERIDIAN USA Corp.  
21800 Oxnard Street, Suite 400  
Woodland Hills, CA 91367  
USA

Pursuant to the above referenced Schedule and Master Lease, Lessee hereby certifies that the Units of Equipment described in the Schedule and below have been delivered and installed at the location of the Lessee described herein, have been inspected by authorized representatives of the Lessee, have been found to be in good repair, condition and working order and are hereby unconditionally and irrevocably accepted by Lessee as Equipment under the Schedule on the Acceptance Date set forth below.

Order-no.: 8406-081

Position	Qty.	Description
----------	------	-------------

Location 1 (Addr. no. 338517):

Clarksdale HMA, LLC DBA Merit Health Northwest Mississippi  
1970 Hospital Drive  
Clarksdale, MS 38614

1	78	AcuDose-Rx H Capacity Drw-Lock
---	----	--------------------------------

All assets at Location: 1

2	7	AcuDose Rx Refrigerator Lock
---	---	------------------------------

All assets at Location: 1

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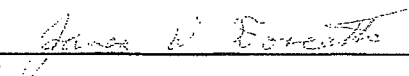
FINAL ACCEPTANCE CERTIFICATE No. 3880  
to Equipment Lease Schedule No. 2913  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")

CHG

1/29/2016 • Page 2 of 2 • Customer No. 338517

Acceptance / Installation Date: January 26, 2016

Lessee: Clarksdale HMA, LLC  
DBA Merit Health Northwest Mississippi

Signature 

Name James W. Doucette  
Sr. VP Finance & Treasurer

Title

Efficient Technology Management™

EQUIPMENT LEASE SCHEDULE No. 83033  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")

**CHG**

2/19/2016 • Page 1 of 3 • Customer No. 8517

**Lessee:**

Clarksdale HMA, LLC  
DBA Merit Health Northwest Mississippi  
1970 Hospital Drive  
Clarksdale, MS 38614  
USA

USA

CHG-MERIDIAN USA Corp.  
21800 Oxnard Street, Suite 400  
Woodland Hills, CA 91367

Tel: (818) 702-1800  
Fax: (818) 702-1821  
www.chg-meridian.us

**Lessor:**

CHG-MERIDIAN USA Corp.  
21800 Oxnard Street, Suite 400  
Woodland Hills, CA 91367  
USA

Equipment Location:	As specified on the Final Acceptance Certificate
Commencement Date:	The first day of the month following the Final Acceptance Date
Basic Term:	60 months
Order-no.:	8406-096
Equipment Description:	AcuDose-RX
Equipment Cost:	\$80,705.00
Monthly Rent:	\$1,348.74

**TERMS AND CONDITIONS**

**Rent In Arrears:**

As Rent for each Unit of Equipment, Lessee shall pay Lessor the Monthly Rent, payable in arrears on the last day of the month following the Commencement Date and on the last day of each month thereafter during the Initial Term or any extension thereof.

**Upgrade:**

Lessee shall lease any and all upgrades including but not limited to, trade in, add-ons, modifications, replacements, etc., to the existing Equipment through Lessor. These upgrades will be incorporated into a new Schedule along with the existing base lease schedule equipment to reflect the new equipment configuration, pricing, lease term and any other applicable terms and conditions under mutually agreeable terms and conditions.

**Progress Payments:**

Lessee has requested that Lessor enter into a purchase agreement for the above-referenced

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EQUIPMENT LEASE SCHEDULE No. 3033  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")

CHG

2/19/2018 • Page 2 of 3 • Customer No. 3617

Equipment. The purchase agreement requires Lessor to make progress payments in accordance with the vendor's purchase agreement prior to the delivery of the Equipment. Prior to Lessor making any progress payment, Lessee shall approve such payment by signing an Interim certificate of acceptance (signed by an incumbent), authorizing Lessor to pay the vendor. In consideration of each progress payment made hereunder, Lessee shall pay to Lessor a daily pro-rata "progress payment charge" calculated by multiplying the amount of the progress payment by 0.03056. Such interest charges shall be subject to adjustment on a monthly basis, in accordance with any increases to Lessor's cost of funds together with any taxes due thereon. Such charges shall begin accruing from the acceptance date and be due and payable on the tenth day of the month following the month for which they accrue. The Progress Payment Period shall continue until all items of Equipment specified in this Lease are finally accepted by Lessee, as evidenced by Lessee's execution and delivery of a final Acceptance Certificate.

It is a condition of Lessor entering into this Schedule, that Lessee represents and warrants the following to Lessor: In the event (i) the vendor for the Equipment fails to deliver any and all Equipment, (ii) the vendor fails to perform any and all obligations under the vendor's purchase agreement, or (iii) Lessee ceases to perform under the vendor purchase agreement, Lessee shall, repay the total progress payments paid by Lessor to Lessor immediately.

End of Term Options:

Provided Lessee is not in default under this Schedule, Lessee shall have the option of purchasing all, but not less than all, of the Equipment upon the completion of the Initial Term for a purchase price equal to the greater of: (i) fifteen percent (15%) of the original equipment cost thereof; or (ii) the then-current fair market value of the Equipment. To exercise this option, Lessee must give Lessor irrevocable notice no later than three (3) months, but not earlier than six (6) months, prior to the end of the Initial Term and pay to CHG the purchase price at or before the end of the Initial Term. As used herein, "fair market value" means the purchase price which would be obtainable in an arms' length retail sales transaction between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell.

Notwithstanding any provision in the Master Lease to the contrary, if upon completion of the Initial Term Lessee has not exercised the purchase option described above, the term of this Schedule shall be automatically extended (without further action on Lessee's or Lessor's part) for a twelve (12) months period (the "Renewal Term"). The Monthly Rent for the Renewal Term shall be the same as the Monthly Rent in effect during the Initial Term. Lessee further agrees to execute all documents reasonably requested by Lessor to confirm such renewal.

Upon completion of the Renewal Term, and provided Lessee is not in default under this Schedule, Lessee shall have the option of purchasing all, but not less than all, of the Equipment for a purchase price equal to the then-current fair market value of the Equipment. To exercise this option, Lessee must give CHG irrevocable notice no later than three (3) months, but not earlier than six (6) months, prior to the end of the Renewal Term and pay to Lessor the purchase price at or before the end of the Renewal Term. As used herein, "fair market value" means the purchase price which would be obtainable in an

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EQUIPMENT LEASE SCHEDULE No. 033  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")

**CHG**

2/19/2016 • Page 3 of 3 • Customer No. 0517

arms' length retail sales transaction between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell.

Notwithstanding any provision in the Master Lease to the contrary, if upon completion of the Renewal Term Lessee has not exercised the purchase option described above, this Schedule shall automatically renew on a month-to-month basis at the same Monthly Rent in effect during the Renewal Term until Lessee terminates this Schedule upon three (3) months prior written notice and returns the Equipment in accordance with Section 13 of the Master Lease.

The terms and conditions of the Master Lease are hereby incorporated and made a part hereof as if such terms and conditions were fully set forth herein.

Lessee: Clarksdale HMA, LLC  
DBA Merit Health Northwest

Lessor: CHG-MERIDIAN USA Corp.

Signature James W. Doucette

Signature Vahe Aroyan

Name James W. Doucette  
Sr. VP Finance & Treasurer

Name Vahe Aroyan  
EVP, Finance & Admin.

Title \_\_\_\_\_

Title \_\_\_\_\_

Date 2/19/16

Date 2/23/2016

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FINAL ACCEPTANCE CERTIFICATE No. 4035  
to Equipment Lease Schedule No. 3033  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")



5/2/2016 • Page 1 of 2 • Customer No. 6517

**Lessee:**

Clarksdale HMA, LLC  
DBA Merit Health Northwest  
Mississippi  
1970 Hospital Drive  
Clarksdale, MS 38614  
USA

USA

CHG-MERIDIAN USA Corp.

21800 Oxnard Street, Suite 400  
Woodland Hills, CA 91367

Tel: (818) 702-1800

Fax: (818) 702-1821

www.chg-meridian.us

**Lessor:**

CHG-MERIDIAN USA Corp.  
21800 Oxnard Street, Suite 400  
Woodland Hills, CA 91367  
USA

Pursuant to the above referenced Schedule and Master Lease, Lessee hereby certifies that the Units of Equipment described in the Schedule and below have been delivered and installed at the location of the Lessee described herein, have been inspected by authorized representatives of the Lessee, have been found to be in good repair, condition and working order and are hereby unconditionally and irrevocably accepted by Lessee as Equipment under the Schedule on the Acceptance Date set forth below.

Order-no.: 8406-096

Position	Qty.	Description
Location 1 (Addr. no. 338517):		
Clarksdale HMA, LLC DBA Merit Health Northwest		
1970 Hospital Drive		
Clarksdale, MS 38614		
1	10 OHE	AcuDose-Rx H Capacity Drw-Lck
All assets at Location: 1		
2	5 OHE	AcuDose-Rx Sml Main Cabinet-Pr
All assets at Location: 1		
	1	S/N: 170616074003
	2	S/N: 170616074002
	3	S/N: 170616075001
	4	S/N: 170616075002
	5	S/N: 170616075010
3	5 OHE	AcuDose-Rx 2D Wireless Scanner

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FINAL ACCEPTANCE CERTIFICATE No. 4035  
to Equipment Lease Schedule No. 203033  
to Master Equipment Lease No. 8406, dated 1/14/2011 (the "Master Lease")

**CHG**

5/2/2016 • Page 2 of 2 • Customer No. 8517

Position	Qty.	Description
		All assets at Location: 1
4	5 SOS	AcuDose Rx Fast Entry
		All assets at Location: 1

Acceptance / Installation Date: April 6, 2016

Lessee: Clarksdale HMA, LLC  
DBA Merit Health Northwest Mississippi

Signature

Name

**Edward W. Lomicka**

Title

**Vice President and Treasurer**

Efficient Technology Management™



Exhibit A

1. Master Equipment Lease No. 8406
2. Equipment Lease Schedule No. 2913
3. Equipment Lease Schedule No. 3033

**Clarksdale HMA, LLC**  
1970 Hospital Drive  
Clarksdale, Mississippi 38614

March 23, 2017

CHG-Meridian USA Corp.  
21800 Oxnard Street  
Suite 400  
Woodland Hills, CA 91367

Re: Equipment Lease Schedule No. 002913 to Master Equipment Lease No. 8406 dated 12/22/2015  
(the "Agreement")  
Consent to Assignment Request Letter – Merit Health Northwest Mississippi

Dear Sir or Madam:

Please be advised that **Clarksdale HMA, LLC**, doing business as "Merit Health Northwest Mississippi" in Clarksdale, MS ("Seller") and its affiliates have entered into an Asset Purchase Agreement whereby Seller will sell to **Clarksdale Regional Medical Center, Inc.**, a Tennessee not for profit corporation ("Buyer"), substantially all of the assets of Seller (the "Transaction"). Buyer is affiliated with Curae Health, Inc., a Tennessee not for profit corporation. We currently anticipate that the effective date of this transaction will be on or about May 1, 2017 (the "Closing"). In connection with and subject to the Closing, Seller will assign all of its rights and interests under the Agreement to Buyer, and Buyer will assume all of the rights and obligations of Seller under the Agreement arising after the date of the assignment. Seller will remain responsible for all obligations arising under the Agreement prior to the Closing.

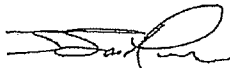
Pursuant to the terms of the Agreement, your consent may be required for the assignment of the Agreement to Buyer. Accordingly, please let this letter serve as formal notice of the Transaction, as well as a request for your consent to the assignment of the rights and obligations of the Seller (or its affiliate) under the Agreement, as contemplated herein. By having the appropriate person sign this letter in the space provided below and returning it to Joel T. Southern, CEO Merit Health Northwest Mississippi, by facsimile at 662.627.5440 or by e-mail at paula.thompson@mymerithealth.com, you are consenting to the assignment of the Agreement to Buyer and you agree and acknowledge that the Transaction, as described herein, will not be deemed to be a breach of, or default under, the Agreement, and will not result in termination of the Agreement.

As time is of the essence, your prompt attention and response would be greatly appreciated. If you have any questions regarding the foregoing, please do not hesitate to contact Joel T. Southern, CEO Merit Health Northwest Mississippi at 662.624.3401. Thank you for your cooperation in this matter.

Sincerely,

**Clarksdale HMA, LLC**

By:



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**Joel Southern, CEO**  
**Merit Health Northwest Mississippi**

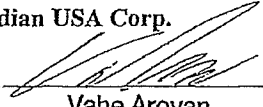
*Continued on next page*  
*Page 1 of 2*

Clarksdale HMA, LLC  
Consent to Assignment Request Letter  
Page 2

Agreement: Equipment Lease Schedule No. 2913 to Master Equipment Lease No. 8406 dated  
12/22/2015  
CHG-Meridian USA Corp.

The undersigned hereby consents to  
the assignment of the Agreement:

CHG-Meridian USA Corp.

By:  \_\_\_\_\_

Its: Vahe Aroyan  
EVP, Finance & Admin.

Date: 4/18/2017

(Please return to Joel T. Southern, CEO Merit Health Northwest Mississippi)

**Clarksdale HMA, LLC**  
1970 Hospital Drive  
Clarksdale, Mississippi 38614

March 23, 2017

CHG-Meridian USA Corp.  
21800 Oxnard Street  
Suite 400  
Woodland Hills, CA 91367

Re: Equipment Lease Schedule No. 8406 to Master Equipment Lease No. 8406 dated 2/19/2016  
(the "Agreement")  
Consent to Assignment Request Letter – Merit Health Northwest Mississippi

Dear Sir or Madam:

Please be advised that **Clarksdale HMA, LLC**, doing business as "Merit Health Northwest Mississippi" in Clarksdale, MS ("Seller") and its affiliates have entered into an Asset Purchase Agreement whereby Seller will sell to **Clarksdale Regional Medical Center, Inc.**, a Tennessee not for profit corporation ("Buyer"), substantially all of the assets of Seller (the "Transaction"). Buyer is affiliated with **Curae Health, Inc.**, a Tennessee not for profit corporation. We currently anticipate that the effective date of this transaction will be on or about May 1, 2017 (the "Closing"). In connection with and subject to the Closing, Seller will assign all of its rights and interests under the Agreement to Buyer, and Buyer will assume all of the rights and obligations of Seller under the Agreement arising after the date of the assignment. Seller will remain responsible for all obligations arising under the Agreement prior to the Closing.

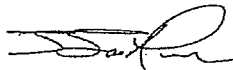
Pursuant to the terms of the Agreement, your consent may be required for the assignment of the Agreement to Buyer. Accordingly, please let this letter serve as formal notice of the Transaction, as well as a request for your consent to the assignment of the rights and obligations of the Seller (or its affiliate) under the Agreement, as contemplated herein. By having the appropriate person sign this letter in the space provided below and returning it to Joel T. Southern, CEO Merit Health Northwest Mississippi, by facsimile at 662.627.5440 or by e-mail at paula.thompson@mymerithealth.com, you are consenting to the assignment of the Agreement to Buyer and you agree and acknowledge that the Transaction, as described herein, will not be deemed to be a breach of, or default under, the Agreement, and will not result in termination of the Agreement.

As time is of the essence, your prompt attention and response would be greatly appreciated. If you have any questions regarding the foregoing, please do not hesitate to contact Joel T. Southern, CEO Merit Health Northwest Mississippi at 662.624.3401. Thank you for your cooperation in this matter.

Sincerely,

Clarksdale HMA, LLC

By:



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Joel Southern, CEO  
Merit Health Northwest Mississippi

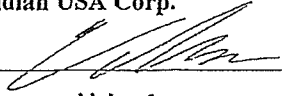
*Continued on next page*  
*Page 1 of 2*

Clarksdale HMA, LLC  
Consent to Assignment Request Letter  
Page 2

Agreement: Equipment Lease Schedule No. 8033 to Master Equipment Lease No. 8406 dated  
2/19/2016  
CHG-Meridian USA Corp.

The undersigned hereby consents to  
the assignment of the Agreement:

CHG-Meridian USA Corp.

By: 

Its: Vahe Aroyan  
EVP, Finance & Admin.

Date: 4/18/2017

(Please return to Joel T. Southern, CEO Merit Health Northwest Mississippi)

**Clarksdale HMA, LLC**  
**Clarksdale HMA Physician Management, LLC**  
1970 Hospital Drive  
Clarksdale, Mississippi 38614

October 19, 2017

CHG-Meridian USA Corp.  
21800 Oxnard Street  
Suite 400  
Woodland Hills, CA 91367

Re: Equipment Lease Schedule No. [REDACTED] 2913 to Master Equipment Lease No. 8406 12/22/2015 (the  
"Agreement")  
Transaction Notice Letter – Consent outstanding

Dear Sir or Madam:

Please be advised that you were previously sent a letter requesting consent to assignment of the Agreement with Clarksdale HMA, LLC ("CHMA") or Clarksdale HMA Physician Management, LLC ("CHMAPM"). In that letter you were notified of a possible transaction date of April, 1, 2017, please note that we now anticipate that the effective date of this transaction will be on or about November 1, 2017 (the "Closing").

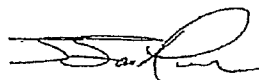
As a reminder, CHMA is selling substantially all of its assets to Clarksdale Regional Medical Center, Inc., a Tennessee nonprofit corporation ("CRMC"), and CHMAPM is selling substantially all of its to Clarksdale Regional Physicians, LLC, a Tennessee limited liability company ("CP"; CRMC and CP are collectively referred to herein as "Buyer"). Buyer is affiliated with Curae Health, Inc., a Tennessee nonprofit corporation.

In addition, the previous letter requesting consent to assignment of the Agreement has not been signed and returned by you. Attached is a copy of that letter, if you are willing to consent to the assignment of your Agreement to the Buyer, please sign and return the attached letter.

If you have any questions regarding the foregoing, please do not hesitate to contact Joel T. Southern, CEO Merit Health Northwest Mississippi at 662-624-3401. Thank you for your cooperation in this matter.

Sincerely,

Clarksdale HMA, LLC; and  
Clarksdale HMA Physician Management, LLC



By: Joel T. Southern, CEO  
Merit Health Northwest Mississippi

Enclosure

# 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:* (6825211)  
CHG-MERIDIAN USA Corp.  
Attn: David Anthony  
511 Union Street, Suite 1600  
Nashville, TN 37219

**Claim No:** 239  
*Original Filed*  
*Date:* 01/20/2019  
*Original Entered*  
*Date:* 01/20/2019

*Status:*  
*Filed by:* AT  
*Entered by:* DAVID M  
ANTHONY  
*Modified:*

Amount claimed: \$11464.84

*History:*

[Details](#) [239-1](#) 01/20/2019 Claim #239 filed by CHG-MERIDIAN USA Corp., Amount claimed: \$11464.84  
(ANTHONY, DAVID )

*Description:*

*Remarks:*

## Claims Register Summary

**Case Name:** Curae Health Inc.

**Case Number:** 3:18-bk-05665

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$11464.84
<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.**

	Claimed	Allowed
Secured		
Priority		
Administrative		