

<input type="checkbox"/> Check this box if the request includes interest or other charges in addition to the principal amount of the request. Attach itemized statement of all interest or additional charges.	
5. Brief description of claim (attach any additional information): see attached addendum Type(s) of goods received by debtor within twenty (20) days before the August 24, 2018 petition date: Medical equipment and supplies Shipment date of goods: August 7, 2018 – August 22, 2018 Place of delivery of goods: <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Gilmore Memorial Hospital Amory HMA Inc. 1105 Earl Frye Boulevard Amory, MS 38821-5500 </div> Method of delivery of goods: Ground Freight Name of carrier of goods: UPS and FedEx Value of goods: \$11,762.57 Whether the value of goods listed in this claim relates to services and goods: see attached addendum The percentage of value related to services and the percentage of value related to goods: see attached addendum	
6. Credits, setoffs, and counterclaims: <input type="checkbox"/> All payments made on this claim by the debtor have been credited and deducted from the amount claimed hereon. <input type="checkbox"/> This claim is subject to setoff or counterclaim as follows:	7. Assignment: <input type="checkbox"/> Check this box if claimant has obtained this claim by assignment and attached a copy of assignment.
8. Supporting documents: <u>Attach redacted copies of supporting documents</u> , such as promissory notes, purchaser orders, invoices, itemized statements of running accounts, or contracts. <u>All proofs of claim for 503(b)(9) claims must be accompanied by copies of: (i) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (ii) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (iii) documents demonstrating the date the goods were actually received by the debtor.</u> <u>Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business.</u> <u>Do not send original documents. Attached documents may be destroyed after scanning.</u> If the documents are not available, explain. If the documents are voluminous, attach a summary.	
9. Date-stamped copy: To receive an acknowledgement of the filing of your claim, submit a copy of your proof of claim in a self-addressed, stamped return envelope along with your original claim.	

10. Signature:

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent (see Bankruptcy Rule 3004).

☐ I am a guarantor, surety, indorser, or other codebtor (see Bankruptcy Rule 3005).

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print name: Mark A. Lindsay

Title: Attorney

Company: Bernstein-Burkley, P.C.

707 Grant Street, Suite 2200

Gulf Tower

Pittsburgh, PA 15219

Phone: (412) 456-8121

Email: mlindsay@bernsteinlaw.com

/s/ Mark A. Lindsay

(Signature)

1/21/2019

(Date)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re: CURAE HEALTH, INC., et al. Debtor.	Bankruptcy Case No. 18-05665 Chapter 11
---	--

ADDENDUM TO ADMINISTRATIVE EXPENSE PROOF OF CLAIM

The undersigned submits this Administrative Expense Proof of Claim (the “Claim”) in the amount of \$11,762.57, on behalf of Beckman Coulter, Inc. (“Beckman”), creditor and party to certain executory contracts and/or unexpired leases with Curae Health, Inc. (the “Debtor”). The claim is comprised of the following amounts:

As of August 24, 2018 (the “Petition Date”), the Debtor owes Beckman \$11,762.57 as a result of the Debtor’s failure to pay for equipment, goods and services provided during the 20 day period prior to the Petition Date. Upon information and belief, the Debtor received goods from Beckman valued at \$11,762.57 within twenty (20) days preceding the Petition Date, all of which Beckman believes and avers qualifies as an administrative expense claim in accordance with 11 U.S.C. § 503(b)(9). Attached hereto, made part hereof, and marked, collectively, as Exhibit “A” are the invoices, and agreement supporting this administrative expense claim.

***Beckman reserves all rights to amend, modify, supplement, and/or withdraw this Claim, including, without limitation, its right to request additional attorneys’ fees, the right to recalculate the amount necessary to cure any default under the unexpired lease agreement(s) with the Debtor, and the right to calculate, recalculate, and file or amend any claim for damages incurred through the rejection of any and all executory contracts and/or unexpired leases with the Debtor. Nothing herein shall constitute a waiver, release, satisfaction, and/or modification of any other claim(s) Beckman has or may have against the Debtor, which includes but is not limited to any previously filed proof of claim, administrative claim, or other unsecured claim.**

Respectfully submitted,

Dated: January 21, 2019

By: /s/ Mark A. Lindsay
Mark Lindsay, Esquire
PA I.D. # 89487
mlindsay@bernsteinlaw.com
707 Grant Street
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
Tel: (412) 456-8100
Fax: (412) 456-8135



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

INVOICE NO.: 107209132

Page: 1 of 2
Date: 2018/08/07

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

(867988)

Order Number: 56128738
Customer Number: 100506
Customer Authority:
Authority Phone:
Customer PO: 01768
PO Date: 2018/08/06
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Ship To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821- 5500
United States

(867992)

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/06
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Acct #

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	ACCESS B12 2 X 50 DET Lot No. 831320 Expiry Date 2019- 06- 30 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332642356	33000	2	2	65.00	130.00	0
2.1	ACCESS FERRITIN 2 X 50 DET Lot No. 831327 Expiry Date 2019- 06- 30 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332642356	33020	2	2	59.52	119.04	0
4.1	Access TSH (3rd IS) 2x100 Det Lot No. 831732 Expiry Date 2019- 06- 30 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332642356	B63284	3	3	210.00	630.00	0
5.1	ACCESS SUBSTRATE 4 X 130ML Lot No. 831651 Expiry Date 2019- 06- 30 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332642356	81906	2	2	103.03	206.06	0
6.1	Access Folate 2x50 Determination Lot No. 724843 Expiry Date 2019- 06- 30	A98032	2	2	65.00	130.00	0

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

Case 3:18-bk-05665 Claim 241-2 Part 29 Filed 01/22/19 Made So Exhibit A Page 69 of 82

ORIGINAL

ELECTRONIC

US- SA



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

INVOICE NO.: 107209132

Page: 2 of 2
Date: 2018/08/07

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
1105 EARL FRYE BLVD
AMORY, MS 38821-5500

(867988)

Order Number: 56128738
Customer Number: 100506
Customer Authority:
Authority Phone:
Customer PO: 01768
PO Date: 2018/08/06
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
	Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332642356						
7.1	AccuTnl+3 for use on ACCESS 2X50 Det Lot No. 831439 Expiry Date 2019- 04- 30 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332642356	A98143	3	3	174.91	524.73	0
8.1	ACCESS CK- MB CALS S0- S5 Lot No. 724752 Expiry Date 2019- 03- 31 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332642356	386372	1	1	77.84	77.84	0
9.1	ACCESS MYOGLOBIN, 2X50 DET Lot No. 831438 Expiry Date 2019- 05- 31 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332642356	973243	2	2	127.29	254.58	0
Beckman Coulter will be closed Monday, September 3, 2018, in observance of Labor Day. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, August 20, 2018. Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore							
Net Amount		Shipping & Handling	Insurance	Other Charges		Subtotal	
2,072.25		11.36	6.30	0.00		2,089.91	
If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.			Tax %	Tax Amount		Total Amount	
			.00	.00		USD 2,089.91	



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

INVOICE NO.: 107210887

Page: 1 of 1
Date: 2018/08/07

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
1105 EARL FRYE BLVD
AMORY, MS 38821-5500

(867988)

Order Number: 56128738
Customer Number: 100506
Customer Authority:
Authority Phone:
Customer PO: 01768
PO Date: 2018/08/06
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Ship To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821-5500
United States

(867992)

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/06
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055-0164
United States

Acct #

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
3.1	ACCESS TOTAL T4 CALS Lot No. 831724 Expiry Date 2018- 12- 31 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332649582 Beckman Coulter will be closed Monday, September 3, 2018, in observance of Labor Day. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, August 20, 2018. <						

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

INVOICE NO.: 107214249

Page: 1 of 1
Date: 2018/08/09

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
ATTN: Accounts Payable
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

Order Number: 56111809
Customer Number: 100506
Customer Authority: Tommy Gann
Authority Phone:
Customer PO: 754- 6683330
PO Date: 2018/03/05
End User P.O.:
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821- 5500
United States
Attn: Lab

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/08
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Acct #

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
6.1	FP,LATRON CONTROL Lot No. 4011350F Expiry Date 2019- 06- 28 Freight Terms: DO NOT ADD FREIGHT Contract: 62940US Shipped Via: UPS (US) GROUND Waybill No: 1Z3474980301087759 <						



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

INVOICE NO.: 107216680

Page: 1 of 2
Date: 2018/08/10

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
ATTN: Accounts Payable
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

Order Number: 56111809
Customer Number: 100506
Customer Authority: Tommy Gann
Authority Phone:
Customer PO: 754- 6683330
PO Date: 2018/03/05
End User P.O.:
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821- 5500
United States
Attn: Lab

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/09
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Acct #

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,DXH DILUENT,10L Lot No. 3522720 Expiry Date 2020- 01- 08 Freight Terms: DO NOT ADD FREIGHT Contract: 62940US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4636260086	628017	16	16	11.20	179.20	0
2.1	FP,DXH CELL LYSE,5L Lot No. 8705004 Expiry Date 2019- 11- 17 Freight Terms: DO NOT ADD FREIGHT Contract: 62940US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4636260086	628019	1	1	290.00	290.00	0
3.1	FP,DXH DIFF PACK Lot No. 3610980 Expiry Date 2019- 01- 09 Freight Terms: DO NOT ADD FREIGHT Contract: 62940US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4636260086	628020	1	1	122.00	122.00	0
4.1	FP,DXH CLEANER, 10L Lot No. 3912240 Expiry Date 2019- 05- 09 Freight Terms: DO NOT ADD FREIGHT Contract: 62940US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4636260086	628023	1	1	30.00	30.00	0
7.1	DIFF ACT TAINER,4L Lot No. 113193K Expiry Date 2019- 03- 13	8547135	2	2	55.00	110.00	0

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



Page: 2 of 2
Date: 2018/08/10

Order Number: 56111809
Customer Number: 100506
Customer Authority: Tommy Gann
Authority Phone:
Customer PO: 754- 6683330

PO Date: 2018/03/05
End User P.O.:
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
ATTN: Accounts Payable
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

[illegible]



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

INVOICE NO.: 107217847

Page: 1 of 1
Date: 2018/08/11

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
ATTN: Accounts Payable
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

Order Number: 56111809
Customer Number: 100506
Customer Authority: Tommy Gann
Authority Phone:
Customer PO: 754- 6683330
PO Date: 2018/03/05
End User P.O.:
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821- 5500
United States
Attn: Lab

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/10
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Acct #

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
5.1	FP,6C CELL CONTROL 12X Lot No. 4212800K Expiry Date 2018- 09- 22 Freight Terms: DO NOT ADD FREIGHT Contract: 62940US Shipped Via: UPS (US) NEXT DAY (2) Waybill No: 1Z3474980101091480	628027	1	1	308.00	308.00	0
8.1	FP,RETIC- X CELL CONTROL Lot No. 4311500K Expiry Date 2018- 11- 06 Freight Terms: DO NOT ADD FREIGHT Contract: 62940US Shipped Via: UPS (US) NEXT DAY (2) Waybill No: 1Z3474980101091480	628028	1	1	115.00	115.00	0
Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore							
Net Amount		Shipping & Handling	Insurance	Other Charges	Subtotal		
423.00		0.00		0.00	423.00		
If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.			Tax %	Tax Amount	Total Amount		
			.00	.00	USD 423.00		



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800-526- 3821
FAX: 714- 223- 4100

INVOICE NO.: 107239117

Page: 1 of 2
Date: 2018/08/22

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

Order Number: 56167169
Customer Number: 100506
Customer Authority:
Authority Phone:
Customer PO: 01936
PO Date: 2018/08/21
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Ship To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821- 5500
United States

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/21
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	ACCESS Wash Buffer II, 4 x 1950 mL Lot No. 331555F Expiry Date 2019- 06- 14 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4636269352	A16792	10	10	21.29	212.90	0
3.1	ACCESS TESTOSTERONE CAL, S0- S5 Lot No. 724860 Expiry Date 2019- 05- 31 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332954368	33565	3	3	59.07	177.21	0
4.1	ACCESS TOTAL T4 2X50 DET Lot No. 831672 Expiry Date 2019- 06- 30 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332954368	33800	3	3	30.86	92.58	0
6.1	ACCESS TOTAL T3 2 X 50 DET Lot No. 831735 Expiry Date 2019- 06- 30 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332954368	33830	3	3	40.12	120.36	0
7.1	ACCESS HYBRITECH PSA RGT KIT (2X50) Lot No. 831733 Expiry Date 2019- 07- 31	37200	3	3	221.17	663.51	0

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

Case 3:18-bk-05665 Claim 241-2 Part 29 Filed 01/22/19 MadSci Exhibit A Page 78 of 80

ORIGINAL

ELECTRONIC US-SA



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

INVOICE NO.: 107239117

Page: 2 of 2
Date: 2018/08/22

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

Order Number: 56167169
Customer Number: 100506
Customer Authority:
Authority Phone:
Customer PO: 01936
PO Date: 2018/08/21
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
8.1	Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332954368	81901	3	3	30.68	92.04	0
	ACCESS REACTION VESSELS 16X98 Lot No. B180534H Expiry Date Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4636269352						
Beckman Coulter will be closed Monday, September 3, 2018, in observance of Labor Day. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, August 20, 2018.							
Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore							
Net Amount		Shipping & Handling	Insurance	Other Charges		Subtotal	
1,358.60		142.66	4.50	0.00		1,505.76	
If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any			Tax %	Tax Amount		Total Amount	
			.00	.00		USD 1,505.76	



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

INVOICE NO.: 107241579

Page: 1 of 1
Date: 2018/08/22

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

Order Number: 56167169
Customer Number: 100506
Customer Authority:
Authority Phone:
Customer PO: 01936

PO Date: 2018/08/21
End User P.O.:

Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Ship To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821- 5500
United States

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/21
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Acct #

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
2.1	Access 25- OH Vitamin D for use on Access Cals Lot No. 831536 Expiry Date 2018- 12- 31 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) NEXT DAY 10:30 AM Waybill No: 1Z5R91W80132980075 Beckman Coulter will be closed Monday, September 3, 2018, in observance of Labor Day. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, August 20, 2018. <						



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

INVOICE NO.: 107239338

Page: 1 of 2
Date: 2018/08/22

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
ATTN: ACCOUNTING DEPT.
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500

Order Number: 56169165
Customer Number: 100506
Customer Authority: JERRY WALDEN
Authority Phone:
Customer PO: 854- 2074326
PO Date: 2017/07/10
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Ship To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821- 5500
United States

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/21
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Acct #

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	Synchron Billing - Hardware Freight Terms: PREPAID AND ADD Contract: 29204US	AP117	1	1	2,118.22	2,118.22	0
2.1	Synchron Billing - Hardware Freight Terms: PREPAID AND ADD Contract: 29204US	AP117	1	1	2,118.22	2,118.22	0
3.1	Synchron Billing - Hardware Freight Terms: PREPAID AND ADD Contract: 29204US	AP117	1	1	413.56	413.56	0
4.1	Synchron Billing - Service Freight Terms: PREPAID AND ADD Contract: 29204US	AP207	1	1	778.60	778.60	0
5.1	Synchron Billing - Service Freight Terms: PREPAID AND ADD Contract: 29204US	AP207	1	1	778.60	778.60	0

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



BECKMAN COULTER

250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

INVOICE NO.: 107239338

Page: 2 of 2

Date: 2018/08/22

INVOICE

Bill To: GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
ATTN: ACCOUNTING DEPT.
1105 EARL FRYE BLVD
AMORY, MS 38821-5500

Order Number: 56169165
Customer Number: 100506
Customer Authority: JERRY WALDEN
Authority Phone:
Customer PO: 854-2074326
PO Date: 2017/07/10
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		

**BECKMAN
COULTER**
250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

INVOICE NO.: **107240684**

Page: 1 of 1
Date: 2018/08/22

INVOICE

Bill To: **GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
ACCOUNTS PAYABLE
1105 EARL FRYE BLVD
AMORY, MS 38821- 5500**

Order Number: 56167169
Customer Number: 100506
Customer Authority:
Authority Phone:
Customer PO: 01936
PO Date: 2018/08/21
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Ship To: **GILMORE MEMORIAL HOSPITAL
AMORY HMA INC
1105 EARL FRYE BLVD
AMORY MS 38821- 5500
United States**

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/21
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Acct #

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
5.1	ACCESS TOTAL T4 CALS Lot No. 831725 Expiry Date 2019- 01- 31 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332957589	33805	1	1	59.07	59.07	0
9.1	ACCESS TOTAL B- hCG 2x50 Det Lot No. 724350 Expiry Date 2018- 12- 31 Freight Terms: PREPAID AND ADD Contract: 62936US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332966640 Beckman Coulter will be closed Monday, September 3, 2018, in observance of Labor Day. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, August 20, 2018. Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	A85264	4	4	60.44	241.76	0
Net Amount		Shipping & Handling	Insurance	Other Charges		Subtotal	
300.83		18.83	1.20	0.00		320.86	
If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any			Tax %	Tax Amount		Total Amount	
			.00	.00		USD 320.86	



**BECKMAN
COULTER**

250 South Kraemer Boulevard
P.O. Box 8000
Brea, California 92621-8000

AGREEMENT

Proposal Expiration Date: 10/1/2017

BCI Customer No. [REDACTED]

Initial Agreement Term: 60 months

GPO Affiliation: HEALTHTRUST

BM Quote N [REDACTED]

IDN Affiliation:

Purpose

These terms and conditions apply to each Purchaser's purchase of products and service from Beckman Coulter and the reagent rental or lease of equipment. A reagent rental is leased equipment where the lease payment is included in the price of the consumables being purchased. These terms and conditions do not apply to other types of product acquisitions, for example, purchases.

TERMS AND CONDITIONS FOR REAGENT RENTALS AND LEASES

This agreement ("Agreement") is between the customer identified at the "Bill To" address listed on Attachment A ("Customer", also "you" or "your") and Beckman Coulter, Inc. ("Beckman Coulter" also "our", "we" or "us") and contains the terms and conditions that will apply for you to obtain the Products and Services.

1.0 DEFINITIONS. All capitalized terms will have the meaning assigned to them in this Agreement.

1.1 "Consumables" means the reagent test kits and supply items listed in Attachment A.

1.2 "Effective Date" means the date an authorized Beckman Coulter representative at Beckman Coulter's corporate offices signs this Agreement.

1.3 "Equipment" means the instruments and the related items supplied with the instrument listed in Attachment A
1.4 "National Agreement" means the group purchasing agreement between Beckman Coulter and HPG, contract number [REDACTED] (Auto Chemistry), [REDACTED] (Automated IA), [REDACTED] (Hematology), [REDACTED] (Informatics), effective on 08/25/17 (Auto Chemistry), 08/25/17 (Automated IA), 08/25/17 (Hematology), 08/25/17 (Informatics).

1.5 "HPG" means HealthTrust Purchasing Group, L.P.
1.6 "Product" means Equipment and Consumables.

1.7 "Services" means the services plan listed in Attachment A.

1.8 "Software" means any software listed in Attachment A.

2.0 TERM: TERMINATION. This Agreement begins on the Effective Date and ends the number of months specified in Attachment A, measured from 60 days after Beckman Coulter have installed the last piece of Equipment (the "Initial Term"). The Initial Term will automatically renew for additional successive one year terms, unless terminated by either party upon 60 days' written notice of termination prior to the expiration of the then current term (the Initial Term and any renewal term, collectively the "Term"). Beckman Coulter has the right to withdraw any term or condition stated in this Agreement at any time prior to Customer signing it.

3.0 NATIONAL AGREEMENT. You are entitled to all benefits granted to Purchasers as defined by and under the terms of the National Agreement. If there is a conflict, the following order of documents will be used to resolve the conflict: (1) Attachment A attached to this Agreement or the applicable quote; (2) the body of this Agreement; and (3) the National Agreement. No other documents from either party will have any legal effect. If the National Agreement is terminated, you cease to meet all the requirements under the National Agreement, or you designate a group purchasing organization other than HPG, you will no longer be entitled to the benefits granted to Purchasers under the National Agreement for the remaining term of this Agreement.

4.0 EQUIPMENT RENTAL.

Proposal Date: 2017-09-06 18:26:00 CST

CONFIDENTIAL

Page 2



**BECKMAN
COULTER**

250 South Kraemer Boulevard
P.O. Box 8000
Brea, California 92821-8000

AGREEMENT

Proposal Expiration Date: 10/1/2017

GPO Affiliation: HEALTHTRUST

BCI Customer No [REDACTED]

Initial Agreement Term: 60 months

IDN Affiliation:

BM Quote No [REDACTED]

4.1 Leased Equipment. If you are leasing the Equipment, you will rent from Beckman Coulter the quantity and types of Equipment listed in Attachment A and pay the "*Total Monthly Rental Payment*" stated there for each month of the Term.

4.2 Reagent Rental Equipment. If you are reagent renting Equipment, you will rent from Beckman Coulter the Equipment listed in Attachment A, but the rental payment is included in the price of the Consumables and the total value of the Minimum Annual Commitments.

Upon request, Vendor will be responsible for providing the portion of the Minimum Annual Commitments allocated to Equipment or Services listed in Attachment A. Upon your acceptance of this Agreement, Beckman Coulter will supply to you and install the Equipment for your use during the Term. The Equipment includes all software upgrades, mandated by the FDA or required to keep the equipment operating as provided in its operating manual.

5.0 CONSUMABLES; MINIMUM COMMITMENTS. You will purchase from Beckman Coulter, during each year of the Term, the minimum amount of Consumables, Tests or Billables (as both those terms are defined in Attachment B) at the price per unit specified in Attachment A, which is your "*Minimum Annual Commitment*." If you do not meet your obligation to purchase the Minimum Annual Commitment, Beckman Coulter may invoice you once per year for the shortfall and adjust your prices prospectively so that you fulfill the Minimum Annual Commitments in future annual periods. If Beckman Coulter is unable to provide you any Product for any reason, the portion of your Minimum Annual Commitment directly related to the affected Product will be suspended until Beckman Coulter can provide you that Product. If (i) Beckman Coulter cannot provide you with the necessary reagents to perform a CBC test or a replacement product for 30 consecutive days and you ordered those Consumables during that 30-day period, and (ii) you have no other way in your facility to perform the tests for which those Consumables are used, you may terminate this Agreement by providing 30 days prior written notice to Beckman Coulter, without any liability to Beckman Coulter for such termination.

6.0 SERVICES. You will purchase from Beckman Coulter and Beckman Coulter will provide you the Services. Unless you are paying for the Services monthly as specified in Attachment A, you must pre-pay your service fees on an annual basis. Telephone hot-line support for your Equipment is only available to you if your Equipment is under warranty or you have purchased Services from Beckman Coulter. Unless specifically stated otherwise, you are purchasing Beckman Coulter's standard business hour service plan, which includes 24 x 7 telephone technical support and, as required, parts, labor, preventive maintenance, and travel for on-site service calls during Beckman Coulter's normal business hours. Other limitations and exclusions apply as further described in Beckman Coulter's service description manual. Beckman Coulter's nonstandard service plans, including applicable limitations and exclusions, are also described in Beckman Coulter's service description manual. You will make the Equipment available to Beckman Coulter at the agreed upon service time or pay Beckman Coulter an additional charge based on Beckman Coulter's prevailing service rates for the service call. Service fees do not include (a) moving, re-installing, de-installing, or decontaminating of the Equipment or (b) service on any uninterruptible power systems, line conditioners, or laboratory information services and any of these events entitle Beckman Coulter to cancel the Services portion of this Agreement or entitle Beckman Coulter to charge you its then current time and material rates to restore the Equipment to its manufacturing specifications. If Beckman Coulter can provide remote management software, including diagnostics and other services, for the Equipment, including PROService, you must maintain and provide network or other internet access to the Equipment so Beckman Coulter can remotely access the Equipment. If Beckman Coulter provides you additional equipment for the remote diagnostics and services capability, you agree that Beckman Coulter retains ownership of the equipment.



**BECKMAN
COULTER**

250 South Kraemer Boulevard
P.O. Box 8000
Brea, California 92821-8000

AGREEMENT

Proposal Expiration Date: 10/1/2017

GPO Affiliation: HEALTHTRUST

BCI Customer No. [REDACTED]

Initial Agreement Term: 60 months

IDN Affiliation:

BM Quote No. [REDACTED]

7.0 PRICE. Your price for any Product or Service will be the price stated in Attachment A. The pricing in this Agreement will not change until the earlier of July 31, 2017 or the expiration or termination of the National Agreement. After this period and each year thereafter, Beckman Coulter will increase prices by the rate of inflation as indicated in the medical care expenditure category in the Consumer Price Index for all Urban Consumers (unadjusted) or 3%, whichever is less. In addition to the stated prices and any shipping or other charges specified in this Agreement, you must pay for all sales, use, and excise taxes or fees imposed on the sale or use of the Products, including without limitation property taxes imposed on Beckman Coulter for the Equipment, and any other governmental charges imposed on Beckman Coulter relating to the sale of the Products. If the Equipment price includes a trade-in credit, you must deliver or make the trade-in available for pickup, as instructed by Beckman Coulter, within 30 days of the Equipment being installed, or Beckman Coulter may charge you for amount of the trade-in credit. Beginning on the second anniversary of the date the last piece of Equipment is installed and each anniversary thereafter, you or Beckman Coulter may renegotiate this Agreement if your annual Consumable volumes increase or decrease by 20% over the prior year and the requesting party gives written notice within 30 days after the anniversary date of the intent to renegotiate.

8.0 TRAINING. As part of the price of certain Equipment, Beckman Coulter will provide you with Beckman Coulter's factory-based customer training for the number of your key equipment operators specified in Attachment A. At least one key operator from your staff must attend the specified training within 60 days from the date of the Equipment is installed or as soon thereafter as possible if Beckman Coulter does not have available training slots during that period. If Beckman Coulter, in its sole discretion, determines that additional training is necessary, Beckman Coulter will provide the training at Beckman Coulter's convenience. Training will include tuition, appropriate course materials, which may be in electronic media, airfare, reasonable lodging and meals. You must pay all your other transportation (except airfare), incidental, optional, and personal expenses. All persons you designate for the training must have sufficient qualifications and expertise to operate the Equipment. Subject to applicable law, you may access any other training and educational program generally offered by Beckman Coulter to its customers.

9.0 PAYMENT TERMS; COLLECTION COSTS. Payment terms are net 30 days from the date of Beckman Coulter's invoice. If, for any reason, you do not pay Beckman Coulter by the due date, Beckman Coulter will be entitled to charge you a late fee and interest on all amounts due of the lesser of Beckman Coulter's standard rate or the maximum legal interest rate. Upon default, you agree to pay all collection costs Beckman Coulter incurs, including without limitation reasonable attorneys' fees and expenses.

10.0 SHIPPING TERMS; RISK OF LOSS. Except as otherwise provided below, Beckman Coulter will ship the Equipment F.O.B. destination and all costs of transportation and insurance will be paid by Beckman Coulter. One shipment per month of Consumables ordered by you using Beckman Coulter's electronic commerce site will be F.O.B. destination and all costs of transportation and insurance will be paid by Beckman Coulter. For Consumables not available from Beckman Coulter's electronic commerce site, one shipment per month of Consumables ordered by you will be Net F.O.B. destination, with all costs of transportation and insurance being paid by Beckman Coulter, as long as the Consumables are put on a standing order and shipped using Beckman Coulter's standard shipping method and as long as you do not change your standing order or the predetermined ship schedule more than once per year. Beckman Coulter will ship all other Products, including without limitation, special delivery or air shipments requested by you or your shipping requests that require special handling or modes of shipping that are different than Beckman Coulter's standard protocol or procedure for such Products, F.O.B. shipping point, with all costs of transportation and insurance being prepaid by Beckman Coulter and invoiced to you. Except for Products delivered F.O.B. shipping point, as provided above, risk of loss for all Products will transfer to you upon delivery. Acceptance of any



**BECKMAN
Coulter**

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AGREEMENT

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Initial Agreement Term: 60 months

GPO Affiliation: HEALTHTRUST

IDN Affiliation:

BCI Customer No. [REDACTED]

BM Quote No. [REDACTED]

Product is deemed to have occurred when Beckman Coulter can certify that the Product conforms to its manufacturing specifications. You must report any missing or defective Product within 30 days from your receipt of the Product to your customer service representative.

11.0 DELIVERY; INSTALLATION. Beckman Coulter will use reasonable commercial efforts to ship Equipment on or before the agreed upon date and Consumables within seven business days of its receipt of your order. Beckman Coulter will pay for the cost of expedited shipment if necessary to meet these delivery obligations. If Beckman Coulter becomes aware that it will not be able to deliver any particular Product as provided in the previous sentence, Beckman Coulter will notify you within two business days and work with you to resolve the delivery issue to both Beckman Coulter and your reasonable satisfaction. Including an alternative delivery date for the Products. If you need to obtain substitute Consumables during the period that Beckman Coulter cannot supply the Consumables, Beckman Coulter will help you find an acceptable substitute at the same or lower pricing as the unavailable Consumables. Beckman Coulter may deliver in installments, and each installment will be deemed to be a separate sale. If you must purchase a replacement consumable because Beckman Coulter did not deliver the comparable Consumable to you as provided in this Section and your cost, including freight, of that replacement reagent is greater than the comparable Consumable under this Agreement, Beckman Coulter will reimburse you for your reasonable and additional cost upon its receipt of reasonable documentation showing your cost for that replacement reagent. Despite anything to the contrary in this Agreement, before Beckman Coulter must deliver the Equipment, you must prepare your site for the Equipment according to Beckman Coulter's recommendations. After the Equipment is delivered and your site is properly prepared, Beckman Coulter will perform all tasks necessary to install the Equipment and ensure it operates in accordance with the operator manual or labeling in effect at the time of your order.

12.0 PRODUCT RETURN; RESTOCKING FEE. Product returns must be made in accordance with Beckman Coulter's returned materials policy and may be subject to a restocking charge in accordance with that policy.

13.0 TITLE; SECURITY INTEREST. Except for Products shipped to you F.O.B. shipping point (in which case title passes to you upon delivery to the common carrier), title for purchased Products will pass to you upon delivery. The Equipment leased to you under this Agreement is owned exclusively by Beckman Coulter. You will (i) keep the Equipment in your sole possession and control, (ii) not make any alterations, additions or improvements to the Equipment without Beckman Coulter's prior written consent, (iii) have no interest whatsoever in the Equipment other than the rental rights granted in this Agreement, (iv) keep the Equipment free and clear of all liens and encumbrances, (v) not move the Equipment from its installed location without the prior written consent of Beckman Coulter, (vi) take appropriate action to use, store, maintain, and protect the Equipment in accordance with instructions in the applicable manuals, and (vii) use only reagents supplied or otherwise approved by Beckman Coulter for use with the Equipment. The Equipment is and will remain personal property; you will not affix or attach the Equipment to real property or any improvements. Beckman Coulter retains title to the Consumables until you have purchased and paid in full all amounts due for each Consumable. If, for any reason, it is determined that title to any Product passes to you, including title to any leased Equipment, you agree to grant Beckman Coulter a purchase money security interest in the Product, and any proceeds thereof, for all amounts owing to Beckman Coulter for or related to the Product and any amounts owing to Beckman Coulter under this or any other agreement. You agree to cooperate with Beckman Coulter in perfecting and maintaining Beckman Coulter's security interests, and without limiting the foregoing, you authorize Beckman Coulter to file one or more UCC financing statements with respect to any or all of the Products. Beckman Coulter may assign or reassign its security interests without notice to you, provided that Beckman Coulter's obligations under this Agreement remain in full force and effect. You will recognize each such assignment and will not assert against the assignee any defense, off-set or

Proposal Date: 2017-09-05 18:26:00 CST

CONFIDENTIAL

Quote #: [REDACTED]

Page 5



**BECKMAN
COULTER**

250 South Kraemer Boulevard
P.O. Box 8000
Brea, California 92821-8000

AGREEMENT

Proposal Expiration Date: 10/1/2017

Initial Agreement Term: 60 months

GPO Affiliation: HEALTHTRUST

IDN Affiliation:

BCI Customer No. [REDACTED]

BM Quote No. [REDACTED]

counterclaim you may have against Beckman Coulter under this Agreement or any other agreement between both of us. You assume and are responsible for all risks of loss or damage to the Equipment. You must, at your own expense, keep in effect an insurance policy, with a rated insurance company acceptable to Beckman Coulter, that covers the full replacement value for all risks of loss or damage to the Equipment from the date the Equipment is shipped until the Equipment is returned to Beckman Coulter's possession. You must name Beckman Coulter as an additional insured and loss payee under the policy with a 30 day notice in the event of cancellation, modification or termination.

14.0 TRUE LEASE. You agree that this Agreement constitutes a true lease for the use of the Equipment, and unless otherwise specifically agreed to in writing by Beckman Coulter, you do not have any ownership interest in the Equipment and will return the Equipment to Beckman Coulter in good condition upon termination or cancellation of this Agreement. So long as you are not in default, you may purchase the Equipment "as is" at the termination of this Agreement for a purchase price equal to the Equipment's fair market value at the time of termination.

15.0 LIMITED WARRANTY AND DISCLAIMER. Subject to the below exceptions and conditions, Beckman Coulter warrants to you that (a) instruments will perform in all material respects in accordance with the applicable operator manual in effect at the time of instrument installation, for 24 months from the date of installation, (b) reagents provided under this Agreement will conform in all material respects to the applicable labeling for the lesser of the expiration date on the label or twelve months from the delivery date if no date is specified on the label, and (c) the Services will be performed in a workmanlike manner. If Beckman Coulter's investigation discloses that a Product defect developed during normal use in accordance with the applicable operator manual or other product labeling within the warranty period, Beckman Coulter will either repair during Beckman Coulter's normal business hours or replace the defective Product at no additional cost to you. The original warranty period will be in effect on any repaired or replaced instrument or parts. If Beckman Coulter replaces any part under this warranty or as a result of the Services, Beckman Coulter will own the replaced part. For Services not performed in a workmanlike manner, Beckman Coulter will re-service the applicable instrument. If a third party manufactured product that are not part of a Product is supplied to you by Beckman Coulter pursuant to this Agreement, Beckman Coulter assigns to you any rights that may exist under the warranty provided by the manufacturer. Beckman Coulter does not, however, warrant the performance of the third party manufactured product or provide any remedy for failure of the third party product to perform. Your exclusive remedy is any remedy that may exist under the warranty rights passed through to you under this section. **THE WARRANTIES IN THIS SECTION ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND STATE YOUR EXCLUSIVE REMEDIES RELATING TO PERFORMANCE OF THE PRODUCTS OR SERVICES. BECKMAN COULTER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PRODUCTS, SERVICE, AND TESTS PERFORMED BY THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You will be responsible for, and Beckman Coulter's service and warranty obligations under this Agreement, will not apply to, repairs, replacements or claims resulting from (a) your failure to properly perform the service and maintenance required in the operator's manual for the Equipment, (b) repairs or relocation of the Equipment by persons other than those authorized by Beckman Coulter, (c) replacements with non-genuine BCI parts, (d) your negligence or negligent operation of any Product or the negligence or malpractice of another party, (e) alterations, modifications to, or misuse of, any Product, (f) using unauthorized third party products with the Equipment, (g) environmental conditions outside the recommended range of the Product, such as electrical supply, temperature, or humidity, or (h) other factors beyond Beckman Coulter's control, such as fire, explosion or flood.

Proposal Date: 2017-09-05 18:26:00 CST

CONFIDENTIAL

Quote #: [REDACTED]

Page 6



**BECKMAN
Coulter**

250 South Kraemer Boulevard
P.O. Box 8000
Brea, California 92821-8000

AGREEMENT

Proposal Expiration Date: 10/1/2017

GPO Affiliation: HEAL THTRUST

BCI Customer No. [REDACTED]

Initial Agreement Term: 60 months

IDN Affiliation:

BM Quote No. [REDACTED]

16.0 LIMITATION OF LIABILITY. Except for Beckman Coulter's indemnity obligations under Section 19.0 (Indemnification), Beckman Coulter's total liability and your exclusive remedy under or related to this Agreement will be limited to direct money damages arising out of any one occurrence or event that will not exceed the greater of the average annual amounts purchased by you under this Agreement or two hundred fifty thousand dollars (\$250,000.00). This limit is cumulative and all payments under this Agreement will be aggregated to calculate satisfaction of the limit. Neither party will have any liability to the other, your customers, or any other third parties under or in any way related to this Agreement for any special, indirect, incidental, consequential, exemplary or penal loss or damage of any nature whatsoever, even if a party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

17.0 DEFAULT. Any of the following events or conditions will be deemed a default under this Agreement: (i) Beckman Coulter has not received any required payment in full, including but not limited to payments for invoices and shortfall amounts, within 30 days after written notice has been given to you; (ii) either you become insolvent, are liquidated or dissolved, institute bankruptcy proceedings or makes an assignment for the benefit of creditors and, if Beckman Coulter is subject to any of these events, Beckman Coulter cannot provide you with any Product as a result of these events; (iii) without Beckman Coulter's consent, you attempt to redistribute the Consumables or remove, sell, transfer, encumber, part with possession of, or sublet the Products; (iv) you submit any credit or other information to Beckman Coulter that is untrue or misleading in any material respect, or (v) either party violates any other term, condition, or obligation under this Agreement and fails to correct the violation within 30 days after receipt of written notice from the other party unless, except in the case of failure to pay, the violation cannot reasonably be corrected within 30 days, in which case default occurs only if the party fails to use diligent efforts to correct the violation. If Beckman Coulter defaults under this Agreement, Beckman Coulter will pay all reasonable expenses incurred by you to return the Equipment to Beckman Coulter.

Upon termination, Beckman Coulter may issue an invoice (a "*Termination Invoice*") to you for an amount equal to the total of (i) all past due amounts, plus (ii) the number of months remaining in the term for any Equipment before maturity multiplied by the Total Monthly Lease Payment for leased Equipment or the portion of the Minimum Annual Commitment allocated to reagent rental Equipment, the product of which will be discounted to the date of the default at six percent (6%) per year, but only to the extent required by law, plus (iii) an amount equal to 60% of the amount that you would have paid if you had fully performed your obligations to purchase the Minimum Annual Commitments for the then current term less any portion of the Minimum Annual Commitments allocated to reagent rental Equipment. The Termination Invoice may include a pro-rated portion of One-Time Expenses. "*One-Time Expenses*" means any expenses incurred by Beckman Coulter to provide you the Equipment, including interface credits, water systems, uninterruptible power supplies, and other similar expenses (but not including training, installation, shipping, and delivery expenses). You agree to pay any Termination Invoice within 30 days of its date. Payment of the Termination Invoice does not preclude Beckman Coulter from seeking or enforcing any other right or remedy available to Beckman Coulter under law or in equity. Beckman Coulter does not waive any rights by accepting overdue payments. During any period in which you are in default of any provision of this Agreement or any other agreement you have with Beckman Coulter, Beckman Coulter will be under no obligation to comply with any of its obligations under this Agreement or any other agreement you have with Beckman Coulter. Because both of us understand the difficulty in estimating Beckman Coulter's actual damages upon default, you agree that the provisions of this section represent an agreed measure of Beckman Coulter's actual damages and are not to be deemed a penalty or forfeiture. Beckman Coulter will have no obligation, whether under statute or otherwise, to sell, lease or otherwise use or dispose of any Equipment in mitigation of Beckman Coulter's damages.



**BECKMAN
Coulter**

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AGREEMENT

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GPO Affiliation: HEALTHTRUST

IDN Affiliation:

BCI Customer No. [REDACTED]

BM Quote No. [REDACTED]

18.0 CONFIDENTIALITY. The information in this Agreement, including Attachment A is confidential and proprietary. Any use or disclosure of this information for any purpose other than that for which it has been provided may cause substantial competitive harm to Beckman Coulter and is prohibited.

19.0 INDEMNIFICATION. Beckman Coulter will defend and indemnify you as provided in the National Agreement. You agree to defend and indemnify Beckman Coulter and its respective affiliates, directors, officers, employees, agents, customers, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments to the extent arising out of: (i) the malpractice or negligence of any professional intermediary within your control; (ii) your (including any of your contractors, invitees, or agents) misconduct, negligence, or negligent operation or use of any of the Products other than as described in the applicable operator manuals or labeling; or (iii) the modification, alteration, or use of the Products in conjunction with a product not expressly authorized by Beckman Coulter to be used with the Products. As a condition of Beckman Coulter's obligation to indemnify you, you must provide Beckman Coulter with prompt written notice of any claim giving rise to the obligation and fully cooperate with Beckman Coulter in the defense of the claim.

20.0 REGULATORY REQUIREMENTS. You acknowledge your obligation to inform anyone that uses the Products of Beckman Coulter's labeling literature and related notices that Beckman Coulter provides to you. If you file any cost reports or claims for reimbursement with federal or state health care programs, you will fully and accurately disclose and claim the amount of any discount included under this Agreement in the fiscal year in which the discount is earned or the following year, according to any applicable federal and state statutes and regulations. Any product or Equipment provided by Beckman Coulter to you at no charge shall not be claimed as a reimbursable expense or reflected as a reimbursable expense on any cost report under any federal or state health program. You agree to comply with 42 U.S.C. §1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(f). The parties will comply with all applicable laws and regulations, including all laws and regulations relating to the protection of patient health information. You acknowledge that the Equipment is not generally operated in patient care areas and agree that you will not subject Beckman Coulter's personnel to access requirements greater than those specifically recommended by the Joint Commission for health care representatives without regular access to patient care areas.

21.0 FORCE MAJEURE. Beckman Coulter will not be liable for any delay or failure to perform under this Agreement due to causes beyond Beckman Coulter's reasonable control, such as acts of God, war or other hostility, acts of terrorism, civil disorder, the elements, fire, power failure, equipment failure, labor dispute, embargo, acts of any government or inability to obtain necessary supplies and the like. Despite anything to the contrary in this Agreement, Beckman Coulter may apportion Product subject to a shortage in any manner Beckman Coulter considers equitable.

22.0 ENTIRE AGREEMENT; PURCHASE ORDERS. This Agreement constitutes the entire understanding between you and Beckman Coulter with respect to its subject matter and supercedes any and all prior or contemporaneous understandings and agreements, written or oral, relating to the subject matter. Any terms or conditions on your purchase order, order acknowledgment or any other document relating to the Products is null and void and without legal effect. Such documents will be used only to confirm quantities and agreed delivery schedules and the like and will not supplement, modify or amend the substantive terms and conditions of this Agreement.

Proposal Date: 2017-09-05 18:26:00 CST

CONFIDENTIAL

Quote #: [REDACTED]

Page 8



**BECKMAN
Coulter**

250 South Kraemer Boulevard
P.O. Box 8000
Brea, California 92821-8000

AGREEMENT

Proposal Expiration Date: 10/1/2017

GPO Affiliation: HEALTHTRUST

BCI Customer No. [REDACTED]

Initial Agreement Term: 60 months

IDN Affiliation:

BM Quote No. [REDACTED]

23.0 GOVERNING LAW; DISPUTE RESOLUTION. This Agreement will be governed by and construed in accordance with the laws of the state in which you are headquartered, excluding its choice of the law provisions. Within 30 days of a request, a vice president (or equivalent officer) of both you and Beckman Coulter will personally attempt to resolve a dispute with each other. If the dispute is not resolved within 30 days after the officers first meet, the dispute may be further mediated if you and Beckman Coulter agree or submitted to a court for resolution.

24.0 EXPORT CONTROLS. You will not export or transfer Product for re-export in violation of any United States laws or regulations, or to any denied or prohibited person, entity, or embargoed country in violation of such laws or regulations. The pricing and warranties set forth in this Agreement are valid only for Products delivered to you installed by you and used by you within the United States.

25.0 MISCELLANEOUS. This Agreement may be changed only in a written document signed by each party's duly authorized representative. A party's failure to exercise any rights under this Agreement will not be deemed a waiver or forfeiture of such rights. Headings in this Agreement are for convenience only and will not constitute part of this Agreement. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable for any reason, (a) the validity and enforceability of the remaining provisions will not be affected or impaired in any way and (b) the parties will promptly renegotiate the effected provision to determine valid and enforceable language that most closely resembles the language rejected by the court and intended by the parties. You may not assign or transfer any rights or obligations under this Agreement without Beckman Coulter's prior written consent, which may not be unreasonably withheld. This Agreement exists for the benefit of you and Beckman Coulter (or each party's respective successors and assigns as permitted under this Agreement), and no other person or entity may bring any action to enforce any provision of this Agreement. This Agreement will not be construed as if it had been prepared by either party, but rather as if it were jointly prepared. This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement.



**BECKMAN
COULTER**

250 South Kraemer Boulevard
P.O. Box 8000
Brea, California 92821-8000

AGREEMENT

Proposal Expiration Date: 10/1/2017

BCI Customer No. [REDACTED]

Initial Agreement Term: 60 months

GPO Affiliation: HEALTHTRUST
IDN Affiliation:

BM Quote No. [REDACTED]

Your execution and delivery to Beckman Coulter of a copy of this Agreement will constitute your acceptance of this Agreement, including Attachment A. This Agreement is effective only when signed by you prior to the proposal expiration date indicated above and by an authorized Beckman Coulter representative at Beckman Coulter's corporate offices. Beckman Coulter will provide you an executed copy of this Agreement within 30 days of the Effective Date.

Customer Authorized Signature	Date	Purchase Order No.
<i>Carol Jarvis - Upda</i>	10/24/17	754-6564172
<i>Carol Harris - Upda</i>		

Print Name

ACCO

Title

Beckman Coulter, Inc. hereby accepts this Agreement.

Beckman Coulter Authorized Signature	Date
<i>Noel Becnel</i>	11/16/17
<i>Noel Becnel</i>	

Print Name
Senior Manager, Customer Support

Title

Proposal Date: 2017-09-05 18:26:00 CST

CONFIDENTIAL

Quote # [REDACTED]

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: (6826433)

Claim No: 241

Status:

Beckman Coulter, Inc.

Original Filed

Filed by: CR

(ADMINISTRATIVE)

Date: 01/21/2019

Entered by: WILLIAM L

c/o Bernstein Burkley PC

Original Entered

NORTON, III

707 Grant St., Suite 2200

Date: 01/21/2019

Modified:

Pittsburgh, PA

Last Amendment

15219

[Claimant History](#)

Filed: 01/22/2019

Last Amendment

Entered: 01/22/2019

Admin claimed: \$11762.57

History:

[Details](#)

[241-](#)

01/21/2019 Claim #241 filed by Berkley Coulter, Inc., Admin claimed: \$11762.57 (NORTON, WILLIAM)

[Details](#)

[241-](#)

01/22/2019 Amended Claim #241 filed by Beckman Coulter, Inc., Admin claimed: \$11762.57 (NORTON, WILLIAM)

Description: (241-1) 503(b)(9) claim for goods delivered pursuant to agreement

(241-2) 503(b)(9) claim for goods delivered pursuant to agreement

Remarks:

Claims Register Summary

Case Name: Curae Health Inc.

Case Number: 3:18-bk-05665

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	
Total Amount Allowed*	

*Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative	\$11762.57	