

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 18-05665

Official Form 410**Proof of Claim**

04/19

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>U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor <u>VAR Technology Finance</u>		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
	<u>U.S. Bank Equipment Finance</u> Name <u>1310 Madrid Street</u> Number Street <u>Marshall MN 56258</u> City State ZIP Code Contact phone <u>507-532-8389</u> Contact email <u>jeffrey.lothert@usbank.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<u>U.S. Bank Equipment Finance</u> Name <u>P.O. Box 954238</u> Number Street <u>St. Louis MO 63195</u> City State ZIP Code Contact phone <u>507-532-8389</u> Contact email <u>jeffrey.lothert@usbank.com</u>	
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>70</u> Filed on <u>10/03/2018</u> 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?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u> 1 </u> <u> 1 </u> <u> 1 </u> <u> 5 </u>
7. How much is the claim?	\$ <u> 67,852.60 </u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Lease</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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 one:

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

☐ Up to \$3,025* 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 \$13,650*) 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 4/01/22 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.

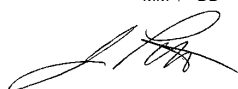
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 02/02/2021
MM / DD / YYYY



Signature

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

Name	Jeffrey	John	Lothert
	First name	Middle name	Last name
Title	Bankruptcy Specialist		
Company	U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1310 Madrid Street		
	Number	Street	
	Marshall	MN	56258
	City	State	ZIP Code
Contact phone	507-532-8389		Email jeffrey.lothert@usbank.com

ITEMIZED STATEMENT

Last 4 Digits of Account No.	1115
Schedule No.	-000
Receivable Balance	\$ 94,841.01
Less Post Petition Payments Received	\$ (24,588.41)
Less Net Liquidation Proceeds	\$ (2,400.00)
Total	\$ 67,852.60

Total Claim	\$ 67,852.60
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This is a non-cancellable, legally binding contract

Master Lease #:



Lessor:
VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150
Phone: (972) 755 8200
Fax: (972) 755 8210

Lessee (Leasing Customer): Curio Health, Inc.

Lessee's Chief Executive Office - Street: 1721 Midpark Rd #8200
City, ST & Zip Code: Knoxville, TN 37921
County: KNOX
Lessee's Telephone: 865-286-5786 865-888-9255
Tax ID#:

MASTER LEASE AGREEMENT

Signatures

Lessee has reviewed this page and the rest of this Lease

Curio Health, Inc.

Tina Brown

Authorized Signature

Tina Brown

CFO

Print Name

Title

Date

9/20/2017

Lessor has reviewed this page and the rest of this Lease

VAR Technology Finance (Lessor)

Shel Adwood

Authorized Signature

Shel Adwood

Senior Finance Specialist

Print Name

Title

Date

10/20/17

Terms and Conditions

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" and "Our" mean VAR Technology Finance ("Supplier"). "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Equipment" means the equipment supplied by the Supplier (defined below) leased under a Schedule. This Master Agreement, together with each Schedule entered into pursuant hereto, shall constitute the entire agreement between You and Us regarding the leasing of the Equipment identified in each Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no conditions, representations or warranties made by Us in this Master Agreement, Schedules and Other Documents (collectively, "Documents") in any purchase agreement or other agreement between You and the Supplier, and nothing in Us, if you provide a telephone number for a cellular phone or other wireless device, for business purposes, now or in the future, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice messages, and messages, and calls made by an automatic telephone dialing system from VAR Technology Finance and its affiliates and agents. These calls and messages may incur charges from your cellular provider.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in each Schedule and this Master Agreement. Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. Notwithstanding anything to the contrary contained in the Lease, after You sign a Schedule, We may: (i) insert the lease number therein and any other information relating to such Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the final invoice(s); (ii) make corrections to Your proper legal name and address; and (iii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost, or a payment miscalculation. No Schedule is binding on Us until We sign it. If you are other than a sole proprietorship, Your signature to this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the Schedule and the Other Documents, and the performance of Your obligations hereunder and thereunder, have been authorized by all necessary company action, and that the person(s) signing this Master Agreement, the Schedule and the Other Documents has been duly authorized to do so.

2. INCORPORATION OF SCHEDULES TO FORM. With respect to each Schedule, You agree that: (a) You, not We, selected the Equipment and the Supplier; (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"); the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us; (c) Your duty to perform Your obligations under this Master Agreement and the Schedules is unconditional despite any equipment failure, the absence of any law restricting the use of the Equipment, or any other adverse condition whatsoever; (d) if You are a party to any maintenance, service, repairs or other contract with any Vendor, We are NOT a party

thereto, such contract is NOT part of any Lease given through Us, and, as a consequence, You and a Vendor, bill and collect monies owed by You to such Vendor, and no monies by any Vendor will accrue to You from fully performing Your payment and other obligations to Us, and (e) if the Equipment is nonconforming or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform your payment and other obligations to Us.

3. ORIGINAL TERM; END OF TERM OPTIONS; RENEWAL PROVISIONS. The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept and sign the Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect, whether it is the Original Term or a Renewal Term (as defined below). Unless You notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term that, at the end of each Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in the Schedule, then: (a) the Schedule will automatically renew for an additional three-month term (each, a "Renewal Term"); and (b) the Lease Payment amount and the other terms of the Schedule and of this Master Agreement and Other Documents will continue to apply. If You do notify Us in writing within the time set forth above that You intend to return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

4. LEASE PAYMENTS. With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment installation date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided for herein are payable in advance periodically as stated herein and therein. Restrictive endorsements on checks will not be binding on Us. All payments required will be applied to past due amounts and then to the current amount due, in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay in non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 60 days after the end of the final Present Term of the applicable Schedule. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$25.00, plus (ii) interest on the past due payment that is late in the amount of 1.5% per month ("Time-Varying Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00.

5. DELIVERY LOCATION; OWNERSHIP; CARE; MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get Our permission. You shall give Us access to each Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the applicable Schedule. We will own and have title to all Equipment (including any software) throughout the Term of each Schedule. You agree that all Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind whatsoever. You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own

No schedule may be terminated early. The terms of this master lease are continued on the reverse or next page.

VAR Technology Finance 44, White 8.22.15 72017 e

Page 1 of 2

cost. You shall keep the Equipment in good working order and maintainable condition, ordinary wear and tear excepted ("Good Condition").

8. NO UNWARRANTED FINANCE LEASE WITH RESPECT TO EACH SCHEDULE. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the transaction represented by each Schedule is a "Finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-509 and 2A-510 through 2A-522. If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. With respect to any one or more Schedules, You may be entitled under Article 2A to the remedies and remedies (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those remedies and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Vendor(s).

7. LIABILITY/INDEMNIFICATION. We are not liable for any claims, actions, damages, tortious or otherwise, including, but not limited to, liability, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment, including, "Equipment Malfunction" with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, tortious, losses, and costs (including reasonable attorney's fees) made against or incurred by Us relating to Equipment Malfunction.

6. LOSS/DAMAGE/COLLATERAL PROTECTION INSURANCE. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage releases you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term all discounted at two percent; any proceeds of insurance will be paid to us and credited against the outstanding balance. You agree to keep each item of Equipment fully insured against loss, naming us as lender's loss payee, in an amount not less than replacement cost until the Agreement is terminated as to such item. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs; as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.**

9. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCUMBER (collectively, "Transfer") THIS MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR ENCUMBER ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interest in this Master Agreement, any one or more Schedules and/or any of all Equipment leased hereunder, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), fees, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Governmental Charges"). We may periodically bill you for, and you agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and you agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). After You sign a Schedule, We may charge the Lease Payment amount due to a charge in the tax amount. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.

11. DEFERRED CLAIMS. If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law, including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied to any amount then due and owing by You with respect to such Lease, subject to conform with applicable law, or, if there is no such amount then due and owing by You, will be refunded to You.


12. DEFAULT. You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date of full payment or otherwise, or any obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Leases(s) represented by any other Schedule(s); (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement; (C) take possession of such, render unusable the Equipment leased

under such Schedule(s); and for each purpose You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (i) with respect to any one or more Schedules, require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and paid due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 2% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" related to below as the "Balances Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorney's fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Repossessing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid, in the event We are successful in Repossessing any Equipment with respect to any Schedule. We shall give You a credit against the Balances Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Repossessing minus the above-specified costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balances Due, We shall pay You such surplus. If the Net Proceeds are less than the Balances Due, You shall be liable for such deficiency. Any delay or failure to exercise Our rights under the Lease shall not constitute a waiver thereof.

13. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Schedule, You shall, at Your option, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 5 of this Master Agreement). If You are required to return the Equipment under Section 12 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and packing fee of \$250.00 (promptly upon demand). If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 5 of this Master Agreement).

14. APPLICABLE LAW; VENUE; CONSENT TO JURISDICTION. The parties agree that this Master Agreement, each Schedule and Other Documents shall be treated as having been executed and performed in Dallas County, Texas, or the home state of the assignee; and any legal action brought to this Agreement, any Schedule or any Other Document shall be instituted in the courts of Dallas County, Texas or the United States District Court for the Northern District of Texas, or the home state of the assignee which shall have exclusive jurisdiction. YOU AND THE LESSOR WAIVE NOW AND HEREBY IRREVOCABLY WAIVE TO A TRIAL BY JURY IN ANY LEGAL ACTION. Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without rendering the remainder of the Lease.

15. MISCELLANEOUS USA PATENT ACT NOTICE. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease, or the Equipment. This Agreement and any Schedules, articles and other related documents (such as a "document") may be recorded in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. The document requiring Our signature is binding on Us and We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, any the counterpart of a document that bears Our manually-signed signature and is marked "Original" or with a similar designation by Us or by Our personnel shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is signed in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single "Authenticating Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a person has assumed by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authentic version and a tangible printed version produced that indicates that it is the sole authentic version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authenticating Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and report information that identifies each customer who opens an account. When You enter into a transaction with Us, We ask for Your business name, address and other information that will allow Us to identify You. We may also ask to see other documents that substantiate Your business identity.

Lessor has reviewed this page.
Lessor Initials: 

ORIGINAL

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechologyfinance.com



Exhibit A

Equipment Lease Schedule No.

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the _____ day of _____, by and between VAR Technology Finance (hereinafter "We," "Us" or "Our") and Curase Health, Inc. (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. _____ (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment - INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)
See attached Schedule A

Notwithstanding anything to the contrary contained herein, We agree to (i) insert the Lease number and any other information relating to this Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the final invoice(s), (ii) make corrections to Your proper legal name and address, and (iii) change the Lease Payment amount by not more than 10% due to a change in the Equipment configuration, cost, or a payment miscalculation.

Equipment Supplier: VAR Technology Finance

Equipment Location Address: 1721 Midway Rd B200, Knoxville, TN 37921-5977

Original Term: 36 Months

Commencement Date of this Lease: _____

Lease Payment Option: \$3,812.63 per: ☒ Month ☐ Quarter
☐ Year ☐ Other:

Check here ☐ if Lease Payment amount includes sales/use tax

\$0.00 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments, payments due in arrears

Security Deposit: \$ _____

Purchase Option at end of Original Term: ☐ None ☐ Fair Market Value as of end of Original Term
☒ One Dollar (\$1.00) ☐ Other:

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-assignable and may not be terminated early.

VAR Technology Finance

By: [Signature]

Date: 10/20/17

Accepted and signed in Mesquite, TX.

You: Curase Health, Inc.

By: [Signature]

Name (Print): Tim Brown

Title: CFO

Date Signed: 9/13/2017

VAR Technology Finance Master Lease / 02/16/21

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechologyfinance.com

ORIGINAL



VAR
TECHNOLOGY FINANCE

Schedule A

Curae Health, Inc.

Quantity	Manufacturer	Description
6		Intel Xeon E5-2640V4 / 2.4 GHz processor
24		NUTANIX 16GB DDR4 MEM MODULE
6		Nutanix - hard drive - 4 TB
3		Nutanix - solid state drive - 960 GB
3		Nutanix - expansion module
1		Nutanix Production - Service- on-site
1		NUTANIX SPARE CABLE
3	Nutanix	NUTANIX PRISM PRO 1 NODE LIC 3Y
3	Nutanix	Nutanix NX-1065-G5 Ultimate Entitlement - subscription license (3 years)
1		Nutanix Xtreme Computing Platform NX-1365-G5 - application accelerator

Lessee: Curae Health, Inc.

Signature: *T. S. Brown*

Title: CFO

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechnologyfinance.com



Equipment Acceptance

Certificate of Acknowledgment and Acceptance
Agreement Number 12981

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or financed items which are the subject of the above-referenced Agreement between VAR Technology Finance as Lessor/Secured Party and the undersigned as Customer. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party.

SEE ATTACHED EQUIPMENT LIST

October 05, 2017
Delivery Date of the Goods

Curae Health, Inc.
Customer

9/18/17
Date of Agreement


Signature

Network Systems Administrator
Title

Nick Ogle
Print Name of Signer

BILLING CONTACT INFORMATION

(Person in Charge of your Payables, Ex. A/P Clerk, Controller, etc.)

Sandy Bumbalough; Staff Accountant
(Contact Name and Title)

(865) 888 - 9255
(Contact Direct Phone Number and Ext.)

Sandy.Bumbalough@curaehealth.org
(Contact E-Mail Address)

1721 Midpark Rd. Suite B200 Knoxville, TN 37821
(Billing Address)

X

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
www.vartechologyfinance.com



Software Addendum to Master Lease Agreement Master Lease

The following is only an addendum and shall only alter the terms and conditions of the Master Lease Agreement (the "Master Lease") as provided herein. All other terms and conditions remain in full force and effect.

With respect to Equipment that is identified as "Software" on any Schedule the following provisions shall be applicable to such Software. Software shall be defined to include any financed software, software licenses, software support, software maintenance, and/or implementation, integration, training, technical consulting, and/or professional services in connection with a software product. ("Software," which is included in the word "Equipment" unless separately stated.)

Notwithstanding any other terms and conditions of the Master Lease, in the event that any Schedule under the Master Lease includes Software, the Lessee agrees that as to such Software only: a) Lessor has not had, does not have, nor shall have, any title to such Software, but instead is only providing financing for the same; b) Lessee has executed or will execute a separate Software agreement which the Lessor is not a party to, nor has any responsibilities whatsoever in regards to such Software agreements, e.g. fees or other payments; c) Lessee has selected such Software; LESSOR MAKES ABSOLUTELY NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SOFTWARE AND HAS NO RESPONSIBILITY FOR THE FUNCTION OF SUCH SOFTWARE OR ANY DEFECTS; d) Lessee shall indemnify, defend and hold harmless Lessor from and against any loss, cost, expense (including, without limitation, legal fees and costs) or liability incurred by the Lessor under the Master Lease or any Schedule or otherwise in any way related to or connected with the above said Software agreement(s) and in the event Lessor incurs or is threatened by such liability, then upon request of Lessor; Lessee shall promptly accelerate and pay all lease payments due under the Master Lease and LESSEE'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS MASTER LEASE SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY BE RELATED TO THE ABOVE SAID SOFTWARE AGREEMENT. None of the foregoing terms of this paragraph are intended to diminish the Lessee's obligation under the other terms and conditions of this Master Lease.

Lessee grants Lessor a security interest in the Software, the Software agreement, including without limitation, Lessee's rights in the Software granted thereunder, all rights to payment under the Software agreement and all proceeds of the foregoing to secure all amounts Lessee owes Lessor under any agreement with Lessor.

The following shall be additional events of default under the Master Lease: (i) Lessee fails to perform in accordance with the covenants, terms and conditions of the Software agreement, or (ii) the Software agreement is terminated, suspended, materially restricted or limited.

Lessee: Curae Health, Inc.

By: Tim S Brown

Name: Tim Brown

Title: CFO

Date: 9/18/17

VAR Technology Finance Phone (972) 755 8200
2330 Interstate 30 Fax (972) 755 8210
Mesquite, TX 75150 www.vartechnologyfinance.com



Assignment and Bill of Sale

From: VAR Technology Finance, ("Seller")

To: US Bank ("Buyer")

Underlying Program Agreement between Seller and Buyer: Private Label Dealer Agreement (title) May 20, 2008 (date)

Lease Information

Title of Lease:	MASTER EQUIPMENT LEASE	Lessee Name:	Curas Health, Inc.
Date of Lease:	09/18/17	Lease #:	2981
Aggregate Amount of Unpaid Rentals: \$126,454.68		Amount of Residual: \$0.00	

1. Assignment and Sale. This Assignment and Bill of Sale (this "Assignment") is effective as of October 20, 2017 and is entered into in connection with the subject to the terms of the above-described Underlying Program Agreement (the "Agreement"). In consideration of the sum of \$117,535.61, the receipt of which is hereby acknowledged by Seller, Seller hereby sells, assigns, transfers and sets over unto Buyer, its successors and assigns, free and clear of all liens and other encumbrances, all of Seller's rights, title and interest in and to (but none of its obligations under or with respect to):

- (A) the above-described lease (including, without limitation, all purchase options, renewal rights and monies due or to become due thereunder), together with all invoices, certificates of Equipment delivery and acceptance, and all other documents relative thereto, and all of the proceeds thereof, (collectively referred to herein as the "Lease"); and
- (B) all of the personal property leased, rented or otherwise provided under the Lease (together with all accessories, attachments, parts and repairs that have been or are, at any time, incorporated in or affixed to or used in connection therewith), and any personal property added thereto or substituted therefor.

2. Miscellaneous. Seller hereby warrants to Buyer, its successors and assigns, that all information set forth on this Assignment is true and correct. If any additional documents or actions are necessary or desirable to conclude this transaction, Seller will provide or assist Buyer in acquiring such documents and/or actions as Buyer may reasonably may request. Seller may not assign the Assignment (nor its obligations hereunder) without Buyer's written consent. This Assignment, together with the provisions of the Agreement, represents the entire agreement between the parties as to the subject matter hereof, and supersedes all prior oral and written negotiations, agreements and understandings. No modification or addition to this Assignment shall be effective unless it is in a writing signed by Buyer and Seller. A facsimile or other copy of this Assignment shall have the full force and effect of the original.

Seller: Shew Ashwood
By: Shew Ashwood
Print: Senior Funding Specialist
Its: Senior Funding Specialist

B0450-4772 10/24/2017 12:42 PM Received by the Secretary of State Tre Hargett

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 682-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@walterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 5602 - US BANK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	2089 TNTN

File with: Secretary of State, TN

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CURAE HEALTH, INC.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 121 LEINART ST		CITY CLINTON	STATE TN	POSTAL CODE 37716
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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

3a. ORGANIZATION'S NAME VAR RESOURCES, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2330 Interstate 30		CITY Mesquite	STATE TX	POSTAL CODE 75150
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
Equipment as more fully described on the attached Schedule A

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

Maximum Principal Indebtedness for Tennessee recording tax purposes is \$0.00.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessee <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Borrower <input type="checkbox"/> Licensee/Licenser	

* OPTIONAL FILER REFERENCE DATA:
2089

4184

2981



Tre Hargett
Secretary of State

Division of Business Services
Department of State

State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

LIEN SOLUTIONS
PO BOX 29071
GLENDALE, CA 91209-9071

October 24, 2017 1:44 PM

Financing Statement Doc #: 427702987
DLN #: 4772

UCC Financing Statement Acknowledgment

This acknowledges the filing of the attached UCC1 document. Please review the data to ensure database information corresponds with information on the submitted UCC form. In the event a discrepancy is found, please note the error and return the entire package to our office. If we may be of any further service to you, please contact us at the number noted below.

Tre Hargett
Secretary of State

Enclosures: Original Documents

DEBTOR INFORMATION

CURAE HEALTH, INC. **121 LEINHART ST**
CLINTON, TN 37716

SECURED PARTY INFORMATION

VAR RESOURCES, LLC **2330 INTERSTATE 30**
MESQUITE, TX 75150

RECORDING TAX

Maximum principal indebtedness for Tennessee recording tax purposes is: \$0.00

FILING INFORMATION

Financing Statement Doc #: 427702987
Filing Date: 10/24/2017 12:42 PM
Lapse Date: 10/24/2022 11:59 PM
Optional Filer Ref Data 2089 4184 2981

Document Receipt

Receipt #: 3630569	Fees Paid: \$15.00
	Taxes Paid: \$0.00
Payment-Check/MO - LIEN SOLUTIONS, GLENDALE, CA	\$15.00

Schedule A

Guras Health, Inc.

Quantity	Manufacturer	Description
6		Intel Xeon E5-2640V4 / 2.4 GHz processor
24		NUTANIX 16GB DDR4 MEM MODULE
5		Nutanix - hard drive - 4 TB
3		Nutanix - solid state drive - 960 GB
3		Nutanix - expansion module
1		Nutanix Production - Service- on-site
1		NUTANIX SPARE CABLE
3	Nutanix	NUTANIX PRISM PRO 1 NODE LIC 3Y
3	Nutanix	Nutanix NX-1065-G5 Ultimate Entitlement - subscription/license.(3 years)
1		Nutanix Xtreme Computing Platform NX-1365-G5 - application accelerator

MIDDLE DISTRICT OF TENNESSEE

Claims Register

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

Judge: Charles M Walker

Office: Nashville

Trustee: Steven D Sass LLC as Debtor Representative and Liquidating Trustee

Chapter: 11

Last Date to file claims:

Last Date to file (Govt):

Creditor: (6755182)	Claim No: 70	Status:
U.S. Bank, N.A. d/b/a U.S. Bank	<i>Original Filed</i>	<i>Filed by:</i> CR
Equipment Finance	<i>Date:</i> 10/03/2018	<i>Entered by:</i> JEFFREY JOHN
1310 Madrid Street	<i>Original Entered</i>	LOTHERT
Marshall, MN 56258	<i>Date:</i> 10/03/2018	<i>Modified:</i>
	<i>Last Amendment</i>	
	<i>Filed:</i> 02/16/2021	
	<i>Last Amendment</i>	
	<i>Entered:</i> 02/16/2021	

Amount claimed: \$67852.60

History:

[Details](#) [70-1](#) 10/03/2018 Claim #70 filed by U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance, Amount claimed: \$191225.55 (LOTHERT, JEFFREY)

[Details](#) [70-2](#) 02/16/2021 Amended Claim #70 filed by U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance, Amount claimed: \$67852.60 (LOTHERT, JEFFREY)

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

Total Amount Claimed*	\$67852.60
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		