

Fill in this information to identify the case:

Debtor 1 Amory Regional Medical Center, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05675

Official Form 410
Proof of Claim

04/16

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?** U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor VAR Technology Finance

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?** **Where should notices to the creditor be sent?** **Where should payments to the creditor be sent? (if different)**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

U.S. Bank Equipment Finance
Name _____ Name _____
1310 Madrid Street
Number Street _____ Number Street _____
Marshall MN 56258
City State ZIP Code _____ City State ZIP Code _____
Contact phone 507-532-8389 Contact phone _____
Contact email jeffrey.lothert@usbank.com Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____

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

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
* - SEE ATTACHED

7. How much is the claim? \$ 99,897.17. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?
* - SEE ATTACHED
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.

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

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

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____
* - SEE ATTACHED

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

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

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

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

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

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

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

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

* - SEE ATTACHED

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date

10/2/18
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

**Exhibit to Proof of Claim of U.S. Bank National Association d/b/a U.S. Bank Equipment Finance
Case No. 18-05675**

United States Bankruptcy Court Middle District of Tennessee

Total Amount of Claim \$ 99,897.17

Contract Number (Last 4 Digits)	1118
Schedule No.:	-000
Basis of Claim	Lease
Date of Agreement	9/18/2017
Amount of Claim*	\$ 99,897.17
Net Principal / Lease Payments	\$ 97,438.56
Interest	\$ -
Late Fees	\$ 2,458.61
Other Charges	\$ -
Secured (Y/N)**	See below
Nature of Property	N/A
Basis for Perfection	N/A
Value of Property	N/A
Amount of Secured Claim	N/A
Amount of Unsecured Claim	\$ 99,897.17
Annual Interest Rate as of Petition Date	N/A
Amount Necessary to Cure Defaults as of Petition Date	
Past Due Pre-Petition Payments	\$ 7,024.64
Past Due Pre-Petition Fees and Other Charges	\$ 2,458.61
<i>Late Charges</i>	\$ 2,458.61
<i>Overages</i>	\$ -
<i>NSF</i>	\$ -
<i>Other Fees and Charges</i>	\$ -
Total	\$ 9,483.25
Is Claim Subject to Setoff?	No
Is Claim Entitled to Priority Under 11 U.S.C. 507(a)?***	See below
Amount of Periodic Payment	\$ 3,512.32
Periodic Payment Due Date	1st of each month
Sum of Remaining Periodic Payments Due Under Lease	\$ 94,832.64
<i>Plus Estimated Residual Value of Property at End of Lease</i>	\$ -
<i>Less Mitigated Damages</i>	\$ -
<i>Less Post-Petition Payments on Lease Received by U.S. Bank</i>	\$ (4,418.72)
Total Post-Petition Lease Obligations	\$ 90,413.92

*The amount of claim set forth above for any contract designated as a "loan" is equal to the outstanding balance as of the Petition Date. In the case of any secured loan for which the value of the property exceeds the amount of the claim, U.S. Bank National Association ("U.S. Bank") is also entitled to post-petition interest, late fees and other charges in accordance with the applicable loan documents. The amount of claim set forth above for any contract designated as a "lease" is equal to the amount necessary to cure any existing defaults as of the petition date plus the sum of the remaining regular periodic payments due under the lease, plus the estimated value of the leased property at the end of the lease, but may not include fees and other charges required to be paid by the debtor under the applicable lease documents that are currently not ascertainable. U.S Bank reserves the right to amend this claim to include any such fees or other charges, or in the event the equipment subject to the lease is not returned in accordance with the terms and conditions of the lease.

**To date, U.S. Bank is not aware that any of the contracts designated as "leases" above have been rejected pursuant to 11 U.S.C § 365 or otherwise terminated and, accordingly, U.S. Bank asserts that the Debtor is obligated to make all payments that become due and owing pursuant to such contract(s) according to their terms. In the event the debtor rejects any lease, U.S. Bank reserves the right to amend this claim. In addition, please take notice that any financing statements filed in connection with any of the contracts designated as a "lease" were filed as a precautionary filing only, and the equipment subject to such contracts has been and remains the sole property of U.S. Bank. In the event the Court determines that any of such contracts is not a true lease, U.S. Bank asserts that the claim for such contract is a secured claim pursuant to the terms of the contract.

***If this is a Chapter 11 Case, U.S. Bank hereby asserts an administrative claim under § 507(a)(2) with respect to each contract designated as a "lease" for all amounts that come due under such contracts more than 60 days after the order for relief.

This is a non-cancellable, legally binding contract

Master Lease #:

1118

MASTER LEASE AGREEMENT



Lessor: VAR Technology Finance 2390 Interstate 30 Mesquite, TX 75150. Phone: (972) 755 8200 Fax: (972) 755 8310.

Lessee (including Customer): Amory Regional Medical Center, Inc. DBA Gilmore Memorial Hospital. Lessee's Chief Executive Officer - Street: 1106 East Frye Blvd. City, ST & Zip Code: Amory, MS, 38821-5608. County: MARION. Lessee's Telephone: 662-244-5716 662-989-9255. Tax ID#:

Table with columns: Print Name, Title, Date, Print Name, Title, Date. Includes signatures of Tim Brown and Shelli Adwood, dated 9/22/2017 and 10/26/17.

In this Master Lease Agreement (Master Agreement), the words "You" and "Your" mean the Lessee named above... Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction...

Lessee, shall consider it part of any Lease given through the lease, as a convenience to You and a Vendor, all such notices... GENERAL TERMS AND OF LEASE CONDITIONS, APPLICABLE PROVISIONS. The original term of each Lease represented by a Schedule...

1. LEASE OF EQUIPMENT. Each Schedule attached by You represents your agreement to lease from Us the equipment listed therein... 2. UNCONDITIONAL GUARANTEE TO APPROVE WITH RESPECT TO EACH SCHEDULE. You agree that: (a) You, not We, selected the Equipment and the Supplier...

3. PAYMENT. With respect to each Schedule, Customer agrees to pay a pre-set Lease Payment for the period between the Equipment Installation Date... 4. DELIVERY, LOCATION, CONDITION, AND MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment...

No schedule may be terminated early. The terms of this master lease are contained on the reverse or next page. VAR Technology Finance M. YARR 922 16 72017 Page 1 of 2

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

6. NO ASSUMPTION OF LIABILITY WITH RESPECT TO EACH SCHEDULE WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND SHOULD MAKE NO 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 "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-202 and 2A-203 through 2A-205. 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 said interest, 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 benefits 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 benefits and remedies (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferrable benefits and remedies, if any, under the Vendor(s).

7. LIABILITY INSURANCE/COVERAGE. We are not liable for any claims, actions, damages (including direct, indirect, incidental or consequential, including income or profits loss) against or incurred by You resulting from the delivery, installation, possession, use, repair, loss of use, theft or destruction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against and hold Us harmless for, any and all claims, actions, damages, settlements, losses, and costs (including reasonable attorney's fees) made against or incurred by Us relating to Equipment Matters.

8. LOSS; DAMAGE; COLLATERAL PROTECTION AGREEMENT. You are responsible for the loss of 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 pay to us the present value of the total of all unpaid payments for the full term of all scheduled payments. 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, fire, theft or any other cause, in an amount not less than replacement cost and this Agreement is terminated as to such item. You also agree to obtain a present paid liability insurance policy from a carrier who is acceptable to us and to include us as an insured on the policy. You will provide 30 days advance written notice in case of any modification or cancellation of your insurance policy. You agree to provide to us a copy of any other policies of insurance applicable 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 charge of up to 20% of the Equipment less as a result of any credit risk and deductibles and other costs, we would be further described in 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, SUBLEASE, TRUST, THE MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, transfer Our interests in this Agreement, any one or more Schedules under any or all Equipment leased hereunder, in whole or in part, to a third party in "New Ownership". 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, demand or other You may have against Us or our successors in interest.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including without limitation, sales and personal property taxes, and including only taxes based on Our charges), fees, assessments and charges and registration fees and other governmental charges relating to each Lease and the ownership, leasing, use, 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 lease 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 change 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 documents for the purpose of filing tax returns with respect to such Schedules. You also agree to pay Us upon demand (a) for all costs of filing, amending and releasing UCC financing statements and a fee for such filing and (b) a processing fee of \$25.00 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 they include a profit component.

11. INTEREST CHARGE. 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 laws (an "Excess Amount"), then (a) any Excess Amount charged but not yet paid will be waived by Us and (b) any Excess Amount collected will be applied in any amount then due and owing by You with respect to such Lease, adjusted to conform with applicable law, or, if there is no such amount then due and owing by You, will be returned to You.

12. SCHEDULES. You will be in default under a Schedule if, with respect to such Schedule, the 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 or fail to perform or observe any other obligation. If you are in default, We may do any one or more of the following: (a) Our option, severally or separately; (b) cancel the Lease represented by such Schedule and any one or more Leases represented by any other Schedules; (c) require You to return the Equipment leased under any one or more Schedules pursuant to Section 15 of the Master Agreement; (d) take possession of and/or render unusable the Equipment leased

under such Schedules; and for such purposes 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 (1) all Lease Payments and other amounts then due and past due, (2) all Lease Payments for the Non-levying Payment Term(s) of such Schedules plus Our residual interest in the Equipment as followed by Our priority, distributed at a rate of 2% per annum by the lowest rate permitted by law, whichever is higher, (3) interest at the rate of Three Percent (3%) on the amount specified in clause 1 and 2 if those from the date of demand to the date paid, and (4) all other amounts that may thereafter become due hereunder to the extent You We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clause 1 through 3) referred to below as the "Recovery Cost", within 15 business days after receipt by 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 representation, handling, processing for disposition, and disposition ("Recovery Costs") of the Equipment, plus Three Percent (3%) interest on the Recovery amount from the date of demand to the date paid. In the event We are successful in recovering the Balance Due with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Remedying through the above-referenced costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to reimburse 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 expense, send the Equipment to any location that We may designate. The Equipment must be properly packed for shipment, well secured and fully insured, and must be received in Good Condition (as defined in Section 8 of the Master Agreement). If You are required to return the Equipment under Section 13 of the Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 2 of the Master Agreement, then it must be received by Us in Good Condition within 15 days after the expiration of the then Payment Term. If it is not received within 15 days of the date of demand, You must be deemed to have returned Lease Payments and other amounts that become due and are instead and collected by Us in Good Condition, and (b) You agree to pay a handling and wrapping fee of \$250.00 per unit 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 in Good Condition (as defined in Section 8 of the Master Agreement).

14. APPLICABLE LAW; VENUE; JURISDICTION. The parties agree that this Master Agreement, each Schedule and Other Document shall be deemed to have been made and performed in the State of Texas, and the laws of the state of Texas shall apply to the interpretation of this Agreement, any Schedule, or any Other Document. Any dispute, claim, or controversy, in whole or in part, arising out of or under this Agreement, any Schedule, or any Other Document shall be resolved by the courts of the State of Texas, or the United States District Court for the Northern District of Texas, or the Texas state or federal courts that have exclusive jurisdiction. YOU AND WE HEREBY WAIVE, RELEASE, AND OUR RESPECTIVE HEIRS TO A TRIAL BY JURY IN ANY FEDERAL, STATE, OR OTHER COURT.

15. SIGNATURES; OUR PAYMENT ACT NOTICE. You authorize Us (as an Agent) 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 attempt to credit reporting agencies, internet agencies, the State and parties having an economic interest in this Agreement, a Lease (including the Equipment, This Agreement, and any Schedules, exhibits and other related documents (such as "Schedules") may be retained in electronic or other format, shall be having on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of particular of a document that is a security interest in chattel paper under the UCC, only 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 agents shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is filed in an electronic medium, such as a "electronic chattel paper", then the counterpart identified by Us as the single "Electronic Copy" shall be the paper for purposes of perfection by control, and the paper counterpart shall be deemed a copy, except in the event that a process has occurred by which the document record of the chattel paper has been permanently destroyed or identified as being the non-substantive version (such as a single printed version produced that indicates that it is the non-substantive version in which certain "rights" version that constitutes the "Original" for purposes of perfection. The electronic version in a document can be perfected by possession of any instrument that is the "Original" if it is tangible form, or by control of the "Electronic Copy" if it is electronic form. For purposes of retaining title in the instrument of this paragraph, any document 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 retained by the parties in possession. You warrant under Our signature of the document and receipt of a copy of the digitally signed document. Substantiating 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 acknowledgment 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 record 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.

Lessee has reviewed this page.
Lessee Initials:



**GUARANTY
(By a Business Organization)**

AGREEMENT 2982

Customer: Amory Regional Medical Center, Inc.

The words Lessor, we, us and our refer to VAR Technology Finance. The words you, your and Guarantor refer to the undersigned Guarantor.

As additional inducement for us to enter into the above-referenced Agreement (the "Agreement"), the undersigned ("you") unconditionally and absolutely, jointly and severally, guarantee that the above-named Customer will, fully and promptly, make all payments and meet all obligations required under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your dissolution, merger, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. You agree that we may make changes, including compromise or settlement, with the Customer, and you waive all defenses and notice of those changes and you will remain irrevocably responsible for the payment and obligations of the Agreement. We do not have to notify you if the Customer is in default. If the Customer defaults, you will immediately pay all sums due and will perform all the obligations under the terms of the Agreement. It is not necessary for us to proceed first against the Customer or any collateral before enforcing this Guaranty. Your obligations will not be subject to any abatement, setoff, defense or counterclaim for any reason. You certify that the financial information you have given us is true, complete and accurate in all material respects. Within thirty (30) days of our request, you will deliver to us all requested information in order for us to determine your current financial condition. You warrant that you are authorized by law and by your formation documents to execute this Guaranty, and the officer, manager or partner signing the same warrants that he/she is authorized to do so. Without our prior written consent, you will not transfer or allow your owners to transfer your obligations under this Guaranty or all or substantially all your assets or ownership interests to any person or entity. This Guaranty shall be binding upon and inure to the benefit of the parties' successors and assigns. We may assign this Guaranty without notice to you. You expressly consent to the laws and jurisdiction of the courts in Dallas County, Texas, or the home state of the assignee and agree to pay all costs, including attorneys' fees (including any before or at trial, on any appeal and in any other proceeding), incurred in any dispute regarding or enforcement of this Guaranty and the Agreement.

By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. A fax or scanned copy of this Guaranty with authorized signatures will be considered the original and will be binding on all parties for all purposes.

YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS GUARANTY.

This Guaranty is duly executed and delivered as of 9/22, 2017.

GUARANTOR: Curex Health, Inc.

By: [Signature]

Print Name: Steve N. Clapp

Title: President



[Signature]

ADDRESSES FOR ALL NOTICES TO Lessor:
1310 Madrid Street
Marshall, MN 56258

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

10586 REV 12/13

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

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



Equipment Acceptance

Certificate of Acknowledgment and Acceptance
Agreement Number 2982

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 03, 2017

Delivery Date of the Goods

Amory Regional Medical Center, Inc. DBA Gilmore
Memorial Hospital

Customer:

A handwritten signature in black ink that reads "Nick Ogle".

Signature

9/18/17

Date of Agreement

Nick Ogle

Print Name of Signer

Network Systems Administrator

Title

BILLING CONTACT INFORMATION

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

Melinda McCrory; Controller

(Contact Name and Title)

(662) 256-6243

(Contact Direct Phone Number and Ext.)

Melinda.McCrory@curahealth.org

(Contact E-Mail Address)

1105 Earl Frye Boulevard Amory, MS. 38821

(Billing Address)

115400 v1 D&A 05-17

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. 1

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the 18 day of September 2017 by and between VAR Technology Finance (hereinafter "We," "Us" or "Our") and Amory Regional Medical Center, Inc. DBA Gilmore Memorial Hospital (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 first 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 may (i) insert the Lease number and any other information missing in this Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the first 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.

Equipment Supplier: VAR Technology Finance

Equipment Location Address: 1106 East Five Blvd., Amory, MS 38821-5800

Original Term: 36 Months

Commencement Date of this Lease: _____

Lease Payment Option: \$3,612.32 per Month Quarter
 Year Other:

Check here if Lease Payment amount includes sales/use tax

30.00 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 5 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 5 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-cancelable and may not be terminated early.

VAR Technology Finance

By: Shawn Ashwood

Date: 10/20/17

Accepted and signed in Mesquite, TX.

You: Amory Regional Medical Center, Inc. DBA Gilmore Memorial Hospital

By: Tim Brown

Name (Print): Tim Brown

Title: CFO
Date Signed: 9/18/2017

VAR Technology Finance Master Lease / Writs

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

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



Schedule A

Amory Regional Medical Center, Inc. DBA Gilmore Memorial Hospital

Quantity	Manufacturer	Description
1	Nutanix	Nutanix Xtreme Computing Platform NX-1365-G5 - application accelerator
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
1		Nutanix Production - Service- on-site
3	Nutanix	Nutanix NX-1065-G5 Ultimate Entitlement - subscription license (3 years)
1		NUTANIX SPARE CABLE
3	Nutanix	NUTANIX PRISM PRO 1 NODE LIC 3Y
3		Nutanix - expansion module

Lessee: Amory Regional Medical Center, Inc. DBA
Gilmore Memorial Hospital

Signature: *T. S. Brown*

Title: CFO

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: Amory Regional Medical Center, Inc. DBA
Gilmore Memorial Hospital

By: TL S Brown

Name: Tim Brown

Title: CFO

Date: 9/18/2017



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, 2006 (date)

Lease Information

Title of Lease:	MASTER EQUIPMENT LEASE	Lessee Name:	Amory Regional Medical Center, Inc. DBA Gilmore Memorial Hospital
Date of Lease:	09/18/17	Lease #:	2982
Aggregate Amount of Unpaid Rentals: \$126,443.52		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 \$117,525.24, the receipt of which is hereby acknowledged by Seller, Seller hereby sells, assigns, transfers and lets 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: Sheri Ashwood
 By: Sheri Ashwood
 Print: Sheri Ashwood
 Title: Senior Funding Specialist



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 25, 2017 12:14 PM
Financing Statement Doc #: 427707395
DLN #: 5166

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

AMORY REGIONAL MEDICAL CENTER, INC. 121 LEINART 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 #: 427707395
Filing Date: 10/25/2017 12:02 PM
Lapse Date: 10/25/2022 11:59 PM
Optional Filer Ref Data 4057 4184 2982

Document Receipt

Receipt #: 3632035
Payment-Check/MO - LIEN SOLUTIONS, GLENDALE, CA
Fees Paid: \$15.00
Taxes Paid: \$0.00
\$15.00

SCHEDULE "A"

Quantity	Manufacturer	Description
1	Nutanix	Nutanix Xtreme Computing Platform NX-1365-G5 - application accelerator
8		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
1		Nutanix Production - Service- on-site
3	Nutanix	Nutanix NX-1065-G5 Ultimate Entitlement - subscription license (3 years)
1		NUTANIX SPARE CABLE
3	Nutanix	NUTANIX.PRISM PRO 1 NODE LIC 3Y
3		Nutanix - expansion module

B0450-5167 10/25/2017 12:02 PM Received by Tennessee Secretary of State Tre Hargett

MIDDLE DISTRICT OF TENNESSEE Claims Register

[3:18-bk-05675 Amory Regional Medical Center, Inc.](#)

Judge: Charles M Walker **Chapter:** 11
Office: Nashville **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

<i>Creditor:</i> (6755185)	Claim No: 5	<i>Status:</i>
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>

Amount claimed: \$99897.17

History:

[Details](#) [5-1](#) 10/03/2018 Claim #5 filed by U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance, Amount claimed: \$99897.17 (LOTHERT, JEFFREY)

Description:

Remarks:

Claims Register Summary

Case Name: Amory Regional Medical Center, Inc.
Case Number: 3:18-bk-05675
Chapter: 11
Date Filed: 08/24/2018
Total Number Of Claims: 1

Total Amount Claimed*	\$99897.17
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		