

Fill in this information to identify the case:

Debtor 1 Clarksdale Regional Medical Center Inc.
 Debtor 2 _____
 (Spouse, if filing)
 United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE
 Case number: 18-05678

FILED

U.S. Bankruptcy Court
 MIDDLE DISTRICT OF TENNESSEE

1/18/2019

MATTHEW T. LOUGHNEY, Clerk

Official Form 410

Proof of Claim

04/16

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>GE HFS, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>GE HFS, LLC</u> Name c/o Kutak Rock LLP Attn: Lisa M. Peters, Esq. 1650 Farnam Street Omaha, NE 68102 Contact phone <u>402.346.6000</u> Contact email <u>lisa.peters@kutakrock.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>c/o GE HFS, LLC</u> Name Attn: Amy Dziondziaowski 9900 Innovation Drive, RP-2100 Wauwatosa, WI 53226 Contact phone <u>262.717.4883</u> Contact email <u>amy.dziondziaowski@ge.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<div style="display: flex; justify-content: space-between;"><div>\$ 545996.15</div><div>Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>Equipment leases (see Exhibit A)</p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</div> <div>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: _____</div> <div>Basis for perfection: _____</div> <div>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.)</div> <div><div>Value of property:</div><div>\$ _____</div><div>Amount of the claim that is secured:</div><div>\$ _____</div><div>Amount of the claim that is unsecured:</div><div>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div><div>Amount necessary to cure any default as of the date of the petition:</div><div>\$ _____</div><div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition.</div> <div style="text-align: right;">\$ 545996.15</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	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.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u> </u>) that applies	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

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

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

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

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 1/18/2019
 MM / DD / YYYY

/s/ Lisa M. Peters

Signature

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

Name	<u>Lisa M. Peters</u>		
	First name	Middle name	Last name
Title	<u>Counsel to Claimant</u>		
Company	<u>Kutak Rock LLP</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>1650 Farnam Street</u>		
	Number Street		
	<u>Omaha, NE 68102</u>		
	City	State	ZIP Code
Contact phone	<u>402.346.6000</u>	Email	<u>lisa.peters@kutakrock.com</u>

EXHIBIT A

The Claim set forth herein arises from (i) that certain Master Lease Agreement dated as of November 6, 2006 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “2006 MLA”) by and between GE HFS, LLC (“GE HFS”), as successor in interest by assignment from General Electric Capital Corporation (“GECC”), as lessor, and Health Management Associates, Inc. (“HMA”), as lessee, and the following equipment schedules thereto: (a) that certain Equipment Schedule dated as of June 22, 2010 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8461618 Schedule”), identified as Internal Contract Ref. # 8461618-002, (b) that certain Equipment Schedule dated as of April 20, 2011 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8677813 Schedule”), identified as Internal Contract Ref. # 8677813-002, and (c) that certain Equipment Schedule dated as of December 28, 2011 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8713436 Schedule”), identified as Internal Contract Ref. # 8713436-002; (ii) that certain Master Lease Agreement dated as of April 21, 2014 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “2014 MLA”), by and between GE HFS, as successor in interest by assignment from GECC, as lessor, and Clarksdale HMA, LLC (“CHMA”), as lessee, and that certain Equipment Schedule thereto dated as of April 21, 2014 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “9752116 Schedule”), identified as Internal Contract Ref. # 9752116-001; and (iii) that certain Lease Agreement (Quasi) dated as of August 2, 2017 together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8465391 Lease”) by and between GE HFS, as lessor, and HMA, as lessee, identified as Internal Contract No. 8465391-003.

Pursuant to the 2006 MLA and 8461618 Schedule, GE HFS, as successor in interest by assignment from GECC, leased certain medical equipment consisting of two (2) GE Healthcare GE Aespire 7900 Anesthesia with Cardiocap/5 (with all accessories, additions, replacements and attachments thereto, the “8461618 Equipment”) owned by GE HFS to HMA. Upon information and belief, the 8461618 Equipment is located at the hospital operated at 1970 Hospital Drive, Clarksdale, Mississippi 38614 (the “Clarksdale Hospital”).

Pursuant to the 2006 MLA and 8677813 Schedule, GE HFS, as successor in interest by assignment from GECC, leased certain medical equipment consisting of three (3) Olympus American Inc. Olympus Evis Exera Scopes (with all accessories, additions, replacements and attachments thereto, the “8677813 Equipment”) owned by GE HFS to HMA. Upon information and belief, the 8677813 Equipment is located at the hospital operated at the Clarksdale Hospital.

Pursuant to the 2006 MLA and 8713436 Schedule, GE HFS, as successor in interest by assignment from GECC, leased certain medical equipment consisting of ten (10) Hill-Rom SPO2RT Bed Systems (with all accessories, additions, replacements and attachments thereto, the “8713436 Equipment”) owned by GE HFS to HMA. Upon information and belief, the 8713436 Equipment is located at the hospital operated at the Clarksdale Hospital.

Pursuant to the 2014 MLA and 9752116 Schedule, GE HFS, as successor in interest by assignment from GECC, leased certain medical equipment consisting of one (1) GE Healthcare GE Optima CT660 64 Slice System (with all accessories, additions, replacements and attachments thereto, the “9752116 Equipment”) owned by GE HFS to CHMA. Upon information and belief, the 9752116 Equipment is located at the Clarksdale Hospital.

Pursuant to the 8465391 Lease, GE HFS leased certain medical equipment consisting of one (1) GE Essential Mammography (with all accessories, additions, replacements and attachments thereto, the

“8465391 Equipment”) owned by GE HFS to HMA. Upon information and belief, the 8465391 Equipment is located at the Clarksdale Hospital.

Subsequent to entering into the (a) 2006 MLA, 8461618 Schedule, 8677813 Schedule, and the 8713436 Schedule and (b) 2014 MLA and 9752116 Schedule (collectively with the 8465391 Lease, the “Lease Agreements”), HMA was acquired by CHS/Community Health Systems, Inc. (“CHS”) in early 2014. Upon information and belief, Clarksdale Regional Medical Center, Inc. (“Debtor”) (a) acquired the Clarksdale Hospital from CHS in early 2017, (b) is currently in possession of the 8461618 Equipment, the 8677813 Equipment, the 8713436 Equipment, the 9752116 Equipment and the 8465391 Equipment (collectively, the “Equipment”) and uses the Equipment in the operation of the Clarksdale Hospital, and (c) assumed and took assignment of the obligations under the Lease Agreements from HMA and CHMA, each as the case may be, in connection with Debtor’s acquisition of the Clarksdale Hospital. Although GE HFS’s prior written consent is required with respect to any assumption or assignment of each of the Lease Agreements, such consent was not requested from or provided by GE HFS in connection with the assignment between HMA and Debtor with respect to the Lease Agreements. *See* Exhibit B at §§ 10(a)(iii) and 17; Exhibit C at §§ 10(a)(iii) and 17; and Exhibit D at § 12.

As consideration for GECC’s and GE HFS’s agreement to enter into the Lease Agreements, Debtor, as successor in interest by assignment from HMA and CHMA, each as the case may be, agreed to pay GE HFS certain monthly installments of rents, taxes and other sums, plus fees and costs and other charges, as specified in the respective Lease Agreements for the use and possession of the Equipment. As a result of Debtor’s failure to perform the foregoing obligations, GE HFS exercised its rights under the Lease Agreements to accelerate all amounts due and owing thereunder.

As of the date hereof, none of the Lease Agreements have been assumed, assigned, or rejected, nor has Debtor sought to take any of the foregoing actions.

The Claim set forth herein includes the accelerated balances due under the Lease Agreements, including applicable sales taxes, property taxes, late fees and other fees, as provided for and permitted under the respective Lease Agreements, as of August 24, 2018 (the “Petition Date”).

Calculation of Claim

Accelerated Balance Under 2006 MLA and 8461618 Schedule	\$ 16,252.48
Accelerated Balance Under 2006 MLA and 8677813 Schedule	\$ 23,755.52
Accelerated Balance Under 2006 MLA and 8713436 Schedule	\$ 40,764.99
Accelerated Balance Under 2014 MLA and 9752116 Schedule	\$421,713.70
Accelerated Balance Under 8465391 Lease	<u>\$ 43,509.46</u>
Total Claim Amount	\$545,996.15

Lease Documents

A true and correct copy of the lease documents, evidencing the claim of GE HFS are attached hereto and identified as follows:

1. Master Lease Agreement dated as of November 6, 2006 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “2006 MLA”) by and between GE HFS, LLC (“GE HFS”), as successor in interest by assignment from General Electric Capital Corporation (“GECC”), as lessor, and Health

Management Associates, Inc. (“HMA”), as lessee, and the following Equipment Schedules thereto:

- A. Equipment Schedule dated as of June 22, 2010 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8461618 Schedule”), identified as Internal Contract Ref. # 8461618-002;
- B. Equipment Schedule dated as of April 20, 2011 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8677813 Schedule”), identified as Internal Contract Ref. # 8677813-002; and
- C. Equipment Schedule dated as of December 28, 2011 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8713436 Schedule”), identified as Internal Contract Ref. # 8713436-002.

True and correct copies of the 2006 MLA, 8461618 Schedule, 8677813 Schedule, and the 8713436 Schedule are attached hereto as Exhibit B.

- 2. Master Lease Agreement dated as of April 21, 2014 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “2014 MLA”), by and between GE HFS, as successor in interest by assignment from GECC, as lessor, and Clarksdale HMA, LLC, as lessee, and that certain Equipment Schedule thereto dated as of April 21, 2014 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “9752116 Schedule”), identified as Internal Contract Ref. # 9752116-001. True and correct copies of the 2014 MLA and 9752116 Schedule are attached hereto as Exhibit C;
- 3. Lease Agreement (Quasi) dated as of August 2, 2017 together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8465391 Lease”) by and between GE HFS, as lessor, and HMA, as lessee, identified as Internal Contract No. 8465391-003. A true and correct copy of the 8465391 Lease is attached hereto as Exhibit D; and
- 4. Any and all documents, including any addenda, ancillary to the documents listed above.

Reservation of Rights

GE HFS reserves the right to amend this Proof of Claim at any time and in any manner, including without limitation, for (i) damage to the Equipment in the event any of the Equipment is returned to GE HFS; (ii) the fair market value of the Equipment in the event any of the Lease Agreements are rejected and the related Equipment thereunder is not surrendered and returned by Debtor to GE HFS; (iii) a reduction in the event any or all of the Lease Agreements are assumed and assigned by Debtor to a third party and the cure amount required with respect thereto is paid by Debtor or such third party; and/or (iv) the damages resulting from the rejection of any or all of the Lease Agreements. GE HFS further reserves the right to file a claim for allowance and payment of an administrative expense claim on account of Debtor’s use and possession of the Equipment from and after the Petition Date.

In the event Debtor or anyone on Debtor’s behalf asserts a claim against GE HFS in these proceedings, this Claim may be secured by a right of setoff pursuant to sections 506(a) and 553 of the Bankruptcy Code.

EXHIBIT B

2006 MLA, 8461618 Schedule, 8677813 Schedule, and the 8713436 Schedule

[See Attached]



MASTER LEASE AGREEMENT DATED AS OF 11/6/2006

THIS MASTER LEASE AGREEMENT (this "Agreement") is between General Electric Capital Corporation (together with its successors and assigns, if any, "**Lessor**") and the undersigned lessee ("**Lessee**"). Lessor has a mailing address 20225 Watertown Blvd., Suite 400 Brookfield, WI 53045, Attn: Operations Dept. Lessee is a Corporation organized and existing under the laws of the State of Delaware. Lessee's mailing address and chief place of business is 5811 Pelican Bay Blvd., Suite 500, Naples, FL 34108. This Agreement contains the general terms that apply to the leasing of Equipment (defined below) from Lessor to Lessee. Additional terms that apply to the Equipment shall be contained on a schedule ("**Schedule**"). Capitalized terms used, but not otherwise defined, herein and which are defined in a Schedule shall have the respective meanings assigned to such terms in such Schedule.

1. LEASE, TERM AND RENT PAYMENTS:

(a) Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all units of equipment and other property described in the Schedule(s), and all accessories, upgrades, additions, substitutions, replacement parts and tools pertaining thereto ("**Equipment**" and individually a "**unit of Equipment**") described in any Schedule signed by both parties.

(b) This shall be effective as of the date stated above and, unless sooner terminated by Lessor as hereinafter provided, shall continue until all of Lessee's obligations hereunder or under any Schedule(s) are fulfilled. The term of each Schedule is as specified in such Schedule and commences upon the Lease Commencement Date (defined in subparagraph (c) below). In the event of a conflict between provisions of this Agreement and a Schedule, the provisions of the Schedule shall control.

(c) The rent payable for the Equipment and Lessee's acceptance and right to use the Equipment shall occur on the earlier of (i) five days after the date Lessee is notified that the Equipment has been assembled and is operating in accordance with the manufacturer's published performance specifications, (ii) the date Lessee first uses the Equipment or (iii) the date when Lessee has accepted the Equipment under a certificate of acceptance ("**Lease Commencement Date**").

(d) Lessee shall pay rent to Lessor at its address stated above, except as otherwise directed by Lessor. Rent payments shall be in the amount set forth in the applicable Schedule and are due in advance beginning on the Lease Commencement Date and on the same day of each consecutive month thereafter. If any advance rent or advance charge (as stated in the applicable Schedule) is payable, it shall be due on or before Lessee signs such Schedule and shall be applied in the manner set forth under such Schedule. In no event shall any advance rent or advance charge or any other rent payments be refunded to Lessee. If rent is not paid within ten days of its due date, Lessee agrees to pay a late charge of five cents (\$.05) per dollar on, and in addition to, the amount of such rent but not exceeding the lawful maximum, if any. All other payments received by Lessor shall first be applied to any accrued late charge(s) and other monies due Lessor hereunder and then to any unpaid rents.

2. **TRANSPORTATION AND RISK OF LOSS:** The Equipment will be shipped to the site identified in a Schedule by the supplier or manufacturer of the Equipment identified in the Schedule ("**Supplier**"). Lessee or the Supplier will bear responsibility for transportation and risk of loss of the Equipment at all times. At no time will Lessor bear the risk of loss. The use of the term "**risk of loss**" herein shall include, without limitation, the entire risk of any loss, theft, damage to, or destruction of any unit of Equipment from any cause whatsoever.

3. **NET LEASE:** This Agreement constitutes a net lease, and Lessee's obligation to pay the rents and other amounts due hereunder (and the continuing effectiveness and enforceability of this Agreement) are absolute, unconditional, non-cancelable and independent obligations not subject to abatement, diminution, suspension, deferment or reduction of, or offset against, Lessee's obligations hereunder for any reason including without limitation: (i) any claims of Lessee against the Supplier of the Equipment; (ii) any defect in, damage to, or loss of destruction of any unit of Equipment however arising; or (iii) any interference with Lessee's use of any unit of Equipment by any third party (including any governmental body). It is the express intention of the parties hereto that all rents and other amounts payable by Lessee to Lessor hereunder shall continue to be promptly and unconditionally paid in all events.

4. RENT ADJUSTMENT:

(a) Section Intentionally Omitted.
(b) Section Intentionally Omitted.
(c) Until the Lease Commencement Date, Lessor shall have the right to adjust the rent as set forth in the Schedule(s). In addition, Lessee acknowledges that Lessor may adjust the rent, up or down, by no more than 10% within each Schedule to account for Equipment change orders, Equipment returns, invoicing errors, and similar matters. Lessor shall send Lessee a written notice stating the final rent, if it has changed.

5. **TAXES:** If permitted by law, Lessee shall report and pay promptly all taxes, fees and assessments due, imposed, assessed or levied against any Equipment (or purchase, ownership, delivery, leasing, possession, use or operation thereof), this Agreement (or any rents or receipts hereunder), any Schedule, Lessor or Lessee by any governmental entity or taxing authority during or related to the term of this Agreement, or to any other period during which the Lessee had use or possession of the Equipment, including, without limitation, all license and registration fees, and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon (collectively "**Taxes**"). Lessee shall have no liability for Taxes imposed by the United States of America or any state or political subdivision thereof which are on or measured by the net income of Lessor except as provided in Section 20. Lessee shall promptly reimburse Lessor (on an after tax basis) for any Taxes charged to, assessed against or paid by Lessor. Lessee shall show Lessor as the owner of the Equipment on all tax reports or returns, and send Lessor a copy of each report or return and evidence of Lessee's payment of Taxes upon request by Lessor. Lessee's obligations under this Section 5 shall survive any expiration or termination of this Agreement.

6. REPORTS:

(a) If any tax, charge or other lien shall attach to any Equipment, Lessee will notify Lessor in writing, within ten days after Lessee becomes aware of the tax, charge or lien. The notice shall include the full particulars of the tax, charge or lien and the location of such Equipment on the date of the notice.

(b) Lessee will deliver to Lessor, Lessee's complete financial statements, certified by a recognized firm of certified public accountants within 90 days of the close of each fiscal year of Lessee. Lessee will deliver to Lessor copies of Lessee's quarterly financial report certified by the chief financial officer of Lessee, within 30 days of the close of each fiscal quarter of Lessee. Lessee will deliver to Lessor all Forms 10-K and 10-Q, if any, filed with the Securities and Exchange Commission within 30 days after the date on which they are filed. Upon the written request of Lessor, Lessee will deliver to Lessor any additional information reasonably requested by Lessor, including but not limited to accounts receivable agings, activity reports and budget comparison reports.

(c) Lessor may inspect any Equipment during normal business hours after giving Lessee reasonable prior notice (except as otherwise provided in Section 10).

(d) If any Equipment is lost or damaged (where the estimated repair costs would exceed the greater of ten percent (10%) of the original Equipment cost or ten thousand dollars (\$10,000)), or is otherwise involved in an accident causing personal injury or property damage, Lessee will promptly and fully report the event to Lessor in writing.

(e) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days' prior written notice.

7. USE, OPERATION AND MAINTENANCE:

(a) Except as otherwise agreed to by Lessor, all Equipment shall be shipped directly to Lessee.

(b) Lessee agrees that the Equipment will be used by Lessee solely in the conduct of its business and in a manner complying with all applicable laws, regulations and insurance policies.

(c) Lessee will not move any Equipment from the location specified on the applicable Schedule, without the prior written consent of Lessor.

(d) Lessee will keep the Equipment free and clear of all liens, claims and encumbrances other than those which result from acts of Lessor.

(e) Lessor shall not disturb Lessee's quiet enjoyment of the Equipment during the term of the Agreement unless a default has occurred and is continuing under this Agreement.

(f) Lessee's use of the Equipment shall be subject to the Supplier's terms and conditions of sale, including, but not limited to any requirements regarding site preparation. Lessee further acknowledges that in the event the Equipment contains embedded software, such software is subject to the proprietary rights of the owner thereof and Lessee's use of such software will be subject to the terms of any related software licenses.

(g) Lessee will, at its sole expense, maintain each unit of Equipment in good operating order and repair, normal wear and tear excepted and also maintain the Equipment in accordance with Supplier's recommendations. Lessee shall make all alterations or modifications required to comply with any applicable law, rule or regulation during the term of this Agreement. If Lessor requests,

Lessee shall affix plates, tags or other identifying labels showing ownership thereof by Lessor.

(h) Lessee will not attach or install anything on any Equipment that will impair the originally intended function or use of such Equipment without the prior written consent of Lessor. All additions, parts, supplies, accessories, and equipment ("Additions") furnished or attached to any Equipment that are not readily removable shall become the property of Lessor. All Additions shall be made only in compliance with applicable law.

8. INSURANCE: Lessee agrees at its own expense, to keep the Equipment insured with companies acceptable to Lessor for such amounts and against such hazards as Lessor may require, including, but not limited to, all risk physical damage insurance for the Equipment itself, with losses under the policies payable to Lessor or its assigns, if any, and liability coverage for personal injuries, death and/or property damages on terms satisfactory to Lessor. Lessor and/or its officers, agents, employees and/or successors and/or assigns shall be named as an additional insured under all such insurance policies with loss payable clauses under said policies payable in Lessor's favor, as Lessor's interest may appear. Said Equipment shall be insured for not less than its Stipulated Loss Value (see Schedule) or such other amount as Lessor shall specify. Said liability insurance shall be in an amount of not less than two million dollars (\$2,000,000.00) or such other amount as Lessor shall specify. Lessee hereby appoints Lessor as its attorney-in-fact to make proof of loss and claims for insurance and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made with respect to such insurance policies. Lessee may not make adjustments with insurers except with Lessor's prior written consent. The policies will provide that the insurance may not be altered or canceled by the insurer until after thirty days written notice to Lessor. In the event of damage to or loss, secretion, destruction or theft of the Equipment, or any portion of the Equipment, whether in whole or in part, Lessee will pay to Lessor the Stipulated Loss Value of all Equipment, or of the portion of the Equipment affected if the value and use of the remainder of the Equipment are not affected at the time of such occurrence (except to the extent that Lessor indefeasibly receives proceeds of insurance covering such Equipment). Lessor may, at Lessor's option, apply proceeds of insurance, in whole or in part, (i) to repair or comparably replace the Equipment or any portion of it or, (ii) to satisfy any of Lessee's obligations pursuant to this Agreement or a Schedule. Upon the request of Lessor, Lessee shall deliver to Lessor evidence reasonably satisfactory to Lessor that Lessee is in compliance with all Insurance requirements set forth in this Section 8, which evidence so requested may include insurance certificates from each relevant insurer.

9. STIPULATED LOSS VALUE: If for any reason (including, without limitation, in connection with the return of such Equipment pursuant to Section 14 hereof) any unit of Equipment becomes worn out, lost, stolen, destroyed, irreparably damaged or unusable ("**Casualty Occurrences**") Lessee shall promptly and fully notify Lessor in writing. Lessee shall pay Lessor on the Casualty Payment Date (defined below), the sum of (i) the Stipulated Loss Value (see Schedule(s)) of the affected unit determined as of the rent payment date prior to the Casualty Occurrence; and (ii) all rent and other amounts which are then currently outstanding and due under this Agreement for the affected unit. The "**Casualty Payment Date**" shall be the next rent payment date after the Casualty Occurrence. Upon Payment of all sums due hereunder, the term of this Agreement as to such unit of Equipment shall terminate.

10. DEFAULT AND REMEDIES:

(a) Lessor may declare this Agreement in default if: (i) Lessee breaches its obligation to pay rent or any other sum owing to Lessor (under this Agreement or otherwise) when due and fails to cure the breach within ten days; (ii) Lessee breaches any of its insurance obligations under Section 8 above; (iii) Lessee assigns any of its interests in this Agreement or in the Equipment without Lessor's prior written consent; (iv) Lessee breaches any of its other obligations under this Agreement and fails to cure that breach within 30 days after written notice from Lessor; (v) any representation or warranty made by Lessee in connection with this Agreement shall be incorrect, false or misleading in any material respect; (vi) Lessee or any guarantor or other obligor for the Lessee's obligations hereunder ("**Guarantor**") becomes insolvent or ceases to do business as a going concern (vii) if Lessee or any Guarantor is a natural person, any death or incompetency of Lessee or such Guarantor; (viii) a petition is filed by or against Lessee or any Guarantor under any bankruptcy or insolvency laws (in which event it shall be an immediate event of default) and in the event of an involuntary petition, the petition is not dismissed within 45 days of the filing date; or (ix) any material adverse change occurs in Lessee's financial condition or business operations (or of any Guarantor) or any material change occurs in the ownership of Lessee (or of any Guarantor). Lessee's default under a Schedule or a default by Lessee, any principal of Lessee or any entity managed or controlled by Lessee or any principal of Lessee under any other agreement or contract with Lessor, will at Lessor's sole option, constitute a default of this Agreement and all Schedules entered into pursuant to this Agreement.

(b) Upon the occurrence of an event of default hereunder, Lessor shall have the non-exclusive option to: (i) declare the aggregate rents or the Stipulated Loss Value (see Schedule) payable under any or all of the Schedules immediately due and payable; (ii) declare all other amount(s) due Lessor hereunder immediately due and payable; (iii) terminate this Agreement as to any or all of the Equipment; (iv) collect from Lessee, on all monies due but unpaid for more than ten days, a late charge of five cents per dollar on, and in addition to, the amount of all such monies, but not exceeding the lawful maximum; (v) take possession of the Equipment and remove same from its existing location(s) without notice to or consent of Lessee; and store and/or dispose (by public sale or otherwise) of the Equipment at its then existing location(s) at no charge to Lessor; (vi) sell or lease any or all items of Equipment at public or private sale or lease at such time or times as Lessor may determine and if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten days prior to the date thereof shall constitute reasonable notice thereof to Lessee; (vii) otherwise dispose of, hold, use, operate, or keep idle such Equipment, all as Lessor, in its sole discretion, may determine; and (viii) assert any other remedies available to Lessor at law or in equity (including, without limitation, under the Uniform Commercial Code).

(c) After deducting all expenses of retaking, repairing, holding, transporting, selling and/or reletting the Equipment, the net proceeds (if any) from such sale or reletting by Lessor shall be applied against Lessee's obligation hereunder. The proceeds of any sale, re-lease, or other disposition (if any) shall be applied in the following priorities: (i) first, to pay all Lessor's costs, charges and expenses in taking, removing, holding, repairing, selling, re-leasing and disposing of the Equipment; (ii) second, to the extent not previously paid by Lessee or by a Guarantor of Lessee's obligations hereunder to pay Lessor all amounts due from Lessee hereunder; and (iii) lastly, any surplus shall be retained by Lessor. Lessor shall have the right to seek a deficiency from Lessee notwithstanding Lessor's repossession or abandonment of the Equipment, or Lessor's sale or reletting the Equipment to a third party.

(d) The foregoing remedies are cumulative and nonexclusive of any other rights and remedies that Lessor may have under any other agreement or at law or in equity and may be

exercised individually or concurrently, and any or all thereof may be exercised instead of or in addition to each other or any remedies at law, in equity, or under statute. Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Lessee shall pay Lessor's actual attorneys' fees, agency fees, collection costs and expenses and any other costs and expenses incurred in connection with the enforcement, assertion, defense or preservation of Lessor's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted. Waiver of any default shall not be a waiver of any other or subsequent default.

11. INDEMNIFICATION: Lessee hereby agrees to indemnify Lessor, its agents, employees, successors and assigns (on an after tax basis) from and against any and all losses, damages, penalties, injuries, claims, actions and suits, including legal expenses, of whatsoever kind and nature arising out of or relating to the Equipment or this Agreement ("**Claims**"). This indemnity shall include, but is not limited to, Lessor's strict liability in tort and Claims, arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the term of this Agreement, and the delivery, lease, possession, maintenance, uses, condition, return or operation of Equipment (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee and any claim for patent, trademark or copyright infringement or environmental damage) or (ii) the condition of Equipment sold or disposed of after use by Lessee, any sublessee or employees of Lessee. Lessee shall, upon request, defend any actions based on, or arising out of, any of the foregoing. All of Lessor's rights, privileges and indemnities contained in this Section 11 shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

12. DISCLAIMER: LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE. LESSEE FURTHER AGREES THAT LESSOR AND ITS REPRESENTATIVES HAVE NO LIABILITY TO LESSEE FOR (I) ANY PENAL, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFIT OR REVENUE, (II) ANY ASSISTANCE NOT REQUIRED UNDER THE SCHEDULE, OR (III) ANYTHING OCCURRING AFTER THE END OF A SCHEDULE. THIS IS A COMMERCIAL LEASE TRANSACTION. ANY CLAIM RELATED TO THIS CONTRACT WILL BE COVERED SOLELY BY COMMERCIAL LEGAL PRINCIPLES. LESSOR, ITS REPRESENTATIVES AND ASSIGNS WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO LESSEE OR ANY PERSON OR ENTITY, ARISING FROM THIS AGREEMENT AND ANY OTHER DOCUMENT OR ANY USE OF ANY EQUIPMENT.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE: Lessee makes each of the following representations, warranties, and covenants to Lessor on the date hereof and on the date of execution of each Schedule.

(a) Lessee has full power and capacity to enter into, and perform under, this Agreement, the Schedules and all related documents (together, the "**Documents**"). Lessee is duly qualified to do business wherever necessary to carry on its present business

and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(b) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

(c) No approval, consent or withholding of objections is required from any governmental authority or any person or entity with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained.

(d) The entry into and performance by Lessee of the Documents will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's organizational documents; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party.

(e) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, which if decided against Lessee will have a material adverse effect on its business or operations or its ability to fulfill its obligations under this Agreement.

(f) The Equipment is and will remain tangible personal property.

(g) Each financial statement delivered to Lessor has been prepared in accordance with generally accepted accounting principles consistently applied. Since the date of the most recent financial statement, there has been no material adverse change in the financial condition of Lessee.

(h) Lessee's exact legal name is as set forth in the last page of this Agreement and Lessee is and will be at all times validly existing and in good standing under the laws of the State of its formation (specified in the first sentence of this Agreement).

(i) The Equipment will at all times be used for commercial or business purposes.

14. END-OF-TERM OPTIONS: At least 180 days prior to the expiration of the original term of a Schedule or any subsequent term, Lessee must elect, by written notice to Lessor sent via certified mail to 20225 Watertower Blvd., Suite 300, Brookfield, WI 53045, Attn: VP Asset Management, one of the following end-of-term options: (i) Lessee's renewal of that Schedule for a one or two year term at a Monthly Rental determined at the time of renewal (based on the Equipment's then fair market value), (ii) Lessee's purchase of all (but not less than all) of the Equipment as set forth in Section 15 below; or (iii) Lessee's return of all (but not less than all) of the Equipment to Lessor. Should Lessee fail to comply with the provisions described above covering written notice, upon expiration of the Term, the Term of the Schedule shall be automatically extended for a term of three months at the highest Monthly Rental amount. Thereafter, the Term of the Schedule will be extended for subsequent full month periods, on a month-to-month basis, until Lessee has given at least 90 days written notice terminating the Schedule.

15. PURCHASE OPTION:

(a) Lessee may at lease expiration purchase all (but not less than all) of the Equipment in any Schedule on an AS IS, WHERE IS BASIS for cash equal to its then Fair Market Value (plus all rent and other sums due hereunder on or prior to the purchase date, to the extent not previously paid, plus all taxes and charges due in connection with such sale and all other expenses incurred by Lessor in connection with such sale). Lessee must notify Lessor of

its intent to purchase the Equipment in writing at least 180 days in advance. If Lessee is in default or if the corresponding Schedule has already been terminated Lessee may not purchase the Equipment.

(b) **"Fair Market Value"** shall mean the price that a willing buyer would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell. In determining the Fair Market Value the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement. The Equipment shall be valued on a fully assembled, installed and operational basis. If Lessor and Lessee are unable to agree on the Fair Market Value, Lessor shall appoint, at least 135 days before lease expiration, an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Value. The independent appraiser's determination shall be final, binding and conclusive. Lessee shall bear all costs associated with any such appraisal.

(c) Lessee shall be deemed to have waived this option unless it provides Lessor with written notice of its irrevocable election to exercise the same within 15 days after Fair Market Value is told to Lessee.

16. REMOVAL AND RETURN OF EQUIPMENT:

(a) At the expiration or earlier termination of a Schedule, Lessee will arrange for the removal and return of the Equipment at its expense, including all transportation to a business address designated by Lessor within the Continental United States of America. If Lessor has not designated a business address as contemplated in the immediately preceding sentence on or prior to the expiration or earlier termination of a Schedule, Lessee shall request Lessor to so designate a business address, which request shall be in writing and delivered to Lessor in the manner provided in Section 23(b). If Lessee makes modifications to its premises after the Equipment has been installed which impede the removal of the Equipment, the cost of removing the impediments and restoring the premises will be at Lessee's expense. The Equipment will be returned to Lessor or its assigns on the expiration or earlier termination of a Schedule in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order and condition, operable in accordance with the Supplier's then prevailing performance specifications for it. All waste material and fluid must be removed from the Equipment and disposed of by Lessee in accordance with the then current waste disposal laws. If the Equipment is not so returned, Lessor, at Lessee's sole expense, may have the Equipment restored to such a condition. If Lessor so requires, the units of Equipment shall be de-installed and crated by an authorized Supplier's representative or such other service person as is reasonably satisfactory to Lessor.

(b) If Lessor so requires, at Lessor's sole discretion, Lessee shall obtain a policy of transit insurance for the return of the Equipment to Lessor in an amount equal to the replacement value of the Equipment. Such transit insurance must name Lessor as the loss payee. Lessee shall pay for all costs of complying with this section.

(c) Lessee shall provide to Lessor a detailed inventory of all components of the Equipment including model and serial numbers. Lessee shall also provide an up to date copy of all other documentation pertaining to the Equipment.

(d) All service manuals, blueprints, process flow diagrams, operating manuals, inventory, maintenance records and clinical images (for diagnostic imaging equipment only) not older than 30 days with patient data erased, shall be given to Lessor at least 90 days, and not more than 120 days, prior to the Agreement termination.

(e) Lessee shall make the Equipment available for Lessor's on-site operational inspection by potential purchasers at least 120 days prior to and continuing up to Agreement termination. Lessor

shall provide Lessee with reasonable notice prior to any inspection. Lessee shall provide personnel, power and other requirements necessary to demonstrate electrical, hydraulic and mechanical systems for each item of Equipment.

(f) All of Lessee's duties and obligations, and all of Lessor's rights, under this Section 16 shall survive the expiration or other termination of this Agreement and each Schedule.

17. ASSIGNMENT: LESSEE SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER OR SUBLET ANY EQUIPMENT OR THE INTEREST OF LESSEE IN THE EQUIPMENT OR THE RIGHTS OR OBLIGATIONS OF LESSEE UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Lessor may, without the consent of Lessee, assign this Agreement, any Schedule or the right to enter into a Schedule, provided that any such assignment shall not relieve Lessor of its obligations hereunder. Lessee agrees that if Lessee receives written notice of an assignment from Lessor, Lessee will pay all rent and all other amounts payable under any assigned Schedule to such assignee or as instructed by Lessor. Lessee also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by Lessor or assignee. Lessee hereby waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever.

18. NO THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of Lessee and Lessor and no person or legal entity is, or shall be considered, an intended third party beneficiary hereof, and no person other than Lessee and Lessor shall have an enforceable right to any benefits under this Agreement.

19. PROTECTED HEALTH INFORMATION. Lessee shall not disclose any Protected Health Information to Lessor during the term of this Agreement. In the event Lessor exercises its rights to proceed against, or otherwise obtains possession of, the Equipment, whether by event of default, termination of this Agreement, or otherwise, Lessee shall purge and/or remove any and all Protected Health Information from that part of the Equipment, including from any related hardware or software, and ensure that the transfer of the Equipment shall not result in Disclosure of any Protected Health Information. "Protected Health Information" has the meaning as set forth in 45 C.F.R. § 164.501. "Disclosure" has the meaning set forth in 45 C.F.R. § 164.501.

20. TAX BENEFIT INDEMNIFICATION: Lessor and Lessee agree that should either the United States government or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the tax benefits claimed under a Schedule by Lessor, and if such action by the tax authority is the result of any act or omission by the Lessee, Lessee will then indemnify Lessor by payment, at its choice, of either: (i) supplemental rent to Lessor during the remaining period of the term of such Schedule in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of such Schedule) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with any interest or penalties which might be assessed by the governmental authority(ies) with respect to such loss or disallowance, or (ii) a lump sum, payable on demand, to Lessor which will be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of that Schedule) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with the amount of any interest or penalties which might be assessed by the governmental authority(ies) with respect to such loss or disallowance. All references to Lessor in this Section include Lessor and the consolidated taxpayer group of which Lessor is a member. All of Lessor's rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are

expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

21. COMPLIANCE WITH REPORTING RESPONSIBILITIES: Lessee agrees to fully and accurately account for, and report in any applicable cost reports, all items and services received from Lessor under this Agreement and all Schedules, in a way which complies with all applicable laws and regulations, including the Federal Social Security Act and implementing regulations relating to Medicare, Medicaid and the Federal Health Care Programs.

22. FILING: Lessee will sign and return to Lessor when requested such instrument(s) as applicable law requires or permits to give public notice of Lessor's interest in the Equipment. In addition, Lessee hereby authorizes Lessor to file a precautionary financing statement and amendments thereto describing the Equipment described in any and all Schedules now and hereafter executed pursuant hereto and adding any collateral described therein and containing any other information required by the applicable Uniform Commercial Code. If and to the extent that this Agreement or a Schedule is deemed a security agreement, Lessee hereby gives, grants and assigns to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, the general intangibles related thereto, the accounts created thereby and all proceeds of the foregoing. Such security interest shall secure Lessee's obligations with respect to all Schedules and agreements between Lessee and Lessor. Lessee hereby irrevocably appoints Lessor or its designee as Lessee's agent and attorney-in-fact to sign such instrument(s) on Lessee's behalf and to file them.

23. MISCELLANEOUS:

(a) LESSEE AND LESSOR UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS, ANY DEALINGS BETWEEN LESSEE AND LESSOR RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LESSEE AND LESSOR. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, ADDENDA OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(b) Time is of the essence of this Agreement. Lessor's failure at any time to require strict performance by Lessee of all the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement. If more than one Lessee is named in this Agreement, the liability of each shall be joint and several. All notices required to be given hereunder shall be deemed adequately given if sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have specified in writing by notice as prescribed in this Agreement. This Agreement and any addendum, schedule and annexes hereto constitute the entire agreement of the parties with respect to the subject matter hereof. No prior proposals, statements, course of dealing, or usage of trade will be a part of this Agreement. NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH OF THE PARTIES HERETO.

(c) If Lessee does not comply with any provision of this Agreement, Lessor shall have the right, but shall not be obligated,

to effect such compliance, in whole or in part. All reasonable amounts spent and obligations incurred or assumed by Lessor in effecting such compliance shall constitute additional rent due to Lessor. Lessee shall pay the additional rent within five days after the date Lessor sends notice to Lessee requesting payment. Lessor's effecting such compliance shall not be a waiver of Lessee's default.

(d) Any provisions in this Agreement, any Schedule, addendum or amendment hereto that are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto, but the remaining provisions shall remain enforceable as written.

(e) This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of Wisconsin (without regard to the conflict of laws principles of such State, including all matters of construction, validity and performance, regardless of the location of the Equipment.

(f) Any cancellation or termination by Lessor, pursuant to the provisions of this Agreement, any Schedule, addendum or amendment hereto, of the lease of any Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder.

(g) Lessee agrees that neither it nor its affiliates will in the future issue any press release or other public disclosure using the name of General Electric Capital Corporation or any of its affiliates or referring to this Agreement without at least two (2) business days' prior notice to Lessor and without the prior written consent of Lessor unless (and only to the extent that) Lessee or its affiliate is required to do so under law and then, in any event, such Lessee or affiliate will consult with Lessor before issuing such press release or other

public disclosure. Lessee consents to the publication by Lessor of a tombstone or similar advertising material relating to the transactions contemplated by this Agreement.

(h) There is no restriction either express or implied on any disclosure or dissemination of the structure or tax aspects of the transactions contemplated by this Agreement. Further, Lessor acknowledges that it has no proprietary rights to any tax matter or tax idea or to any element of the transaction structure.

(i) This Agreement and any related documents may be authenticated by manual signature, facsimile or, if approved in writing by Lessor, electronic means, all of which shall be equally valid.

(j) The parties agree that this Agreement and each Schedule constitutes a "Finance Lease" under Uniform Commercial Code Section 2A-103 (g). It is the intent of the parties that this Agreement will be a true lease and not a "conditional sale", and that Lessor shall at all times be considered to be the owner of the Equipment for the purposes of all Federal, state, city and local income taxes, and that this Agreement conveys to Lessee no right, title or interest in any of the Equipment except as lessee. Accordingly, Lessee agrees (i) to treat Lessor as the owner of the Equipment, (ii) not to take any actions or positions inconsistent with such treatment on or with respect to any income tax return, and (iii) not to claim any tax benefits available to an owner of the Equipment on or with respect to any income tax return.

(k) LESSEE ACKNOWLEDGES AND CONFIRMS THAT IT HAS NOT RECEIVED ANY TAX, FINANCIAL OR ACCOUNTING ADVICE FROM LESSOR OR SUPPLIER.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

General Electric Capital Corporation

By: _____

Name: _____

Title: Duly Authorized Signatory

LESSEE:

Health Management Associates, Inc.

By: _____

Name: _____

Title: _____



GE

Healthcare Financial Services

Internal Contract Ref. # 8461618-001

Internal Order Ref. # 2988050

**EQUIPMENT SCHEDULE
DATED AS OF 06/22/2010
TO MASTER LEASE AGREEMENT
DATED AS OF 11/06/2006**

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of the Master Lease Agreement identified above ("Agreement," said Agreement and this Schedule being collectively referred to as the "Lease"). Except as provided herein, capitalized terms not defined herein shall have the meanings assigned to them in the Agreement. This Schedule constitutes a separate instrument of lease.

1. **EQUIPMENT:** Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "Equipment")

Number Of Units	Site	Supplier/ Manufacturer	Model, VIN #, Unit # and/or Type Of Equipment
2	Northwest Mississippi Regional Medical Center 1970 Hospital Dr Clarksdale, MS 38614	GE Healthcare 3000 North Grandview Blvd Waukesha, WI 53188	GE Aespire 7900 Anesthesia with Cardiacap/5

2. **TERMS AND RENTALS:**

A. Term of Schedule: 60 months. The term of this Schedule will commence on the Lease Commencement Date specified in the "Lease, Term and Rent Payments" section of the Agreement and continue for the term specified immediately above, subject to and in accordance with the terms and conditions of this Schedule. In the event that the Lease Commencement Date does not occur on or prior to 10/18/2010, Lessor may at anytime thereafter, at its option, by written notice to Lessee, terminate this Schedule, after which termination this Schedule shall be of no further force or effect.

B. Advance Rental: \$1,211.78. Lessor will apply the Advance Rental to Lessee's Monthly Rental obligation under this Schedule to Month 1.

C. Monthly Rental: 60 Month(s) @ \$1,211.78, plus all applicable taxes. In states assessing upfront sales and use tax, your Monthly Rentals will be adjusted to include the applicable sales and use tax amortized over the Term using a rate that preserves Lessor's economic yield for the transaction described in the Lease. Lessee's payment of Monthly Rentals to Lessor will be in accordance with the "Lease, Term and Rent Payments" section of the Agreement. On the Lease Commencement Date, the Monthly Rental may be adjusted by Lessor in its discretion based on the number of basis points that the Index Rate (as defined in this paragraph) has changed from 2.33% per annum. The "Index Rate" shall mean the per annum rate of interest which is the higher of the per annum rates of interest published on the date selected by Lessor, which date shall be no earlier than seven (7) business days immediately preceding the Lease Commencement Date by the Federal Reserve Board in Federal Reserve Statistical Release H.15(519) entitled "Selected Interest Rates" as (i) the 5 Year Treasuries constant maturities rate (the "T-Rate"), plus 0.27% (representing the difference between the Swap Rate (as defined below) and the T-Rate at the time of the calculation of the above Monthly Rental) and (ii) the 5 Year Interest Rate Swap (the "Swap Rate"). If there is no T-Rate or Swap Rate so published for the applicable term set forth in clauses (i) or (ii) above, then the T-Rate and/or the Swap Rate, as the case may be, shall be the rate

determined by straight line interpolation (based on a period of years) between the rates so published for the terms immediately preceding and immediately following such term. In the event that any adjustment to the Monthly Rental is made pursuant to this paragraph, Lessor may elect that no adjustment be made to the First Monthly Rental (as defined below) due hereunder, but rather that each Monthly Rental payment following the First Monthly Rental be adjusted to reflect the adjustment to be made pursuant to this paragraph, as well as to reflect that no adjustment will be made to the First Monthly Rental. As used herein, "First Monthly Rental" shall mean the first payment due under this Schedule which is greater than zero (\$0) dollars. Interest shall be calculated on the basis of a 360-day year for the actual number of days occurring in the period for which interest is payable.

D. Interim Rent: If the Lease Commencement Date is not the 1st or the 15th of any calendar month (a "Payment Date"), the initial Term shall be extended by the number of days between the Lease Commencement Date and the Payment Date which occurs after the Lease Commencement Date (the "Interim Rent Period"). Lessee shall pay interim rent for the Interim Rent Period. The interim rent will be due on the first payment due date and calculated as the Average Daily Rental Payment times the number of days in the Interim Rent Period. For purposes of this calculation, the "Average Daily Rental Payment" shall equal the aggregate Monthly Rental payments due under the Term of this Schedule divided by the product of the total number of Monthly Rentals times 30.

E. Property Tax: Lessee agrees that it will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to the Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense. Lessee's obligations under this paragraph shall survive any expiration or termination of this Schedule. Nothing in this paragraph shall be deemed to prohibit Lessee from reporting, for informational purposes only and to the extent required under applicable law, that it leases the Equipment.

3. AUTODRAFTING

A. Lessee hereby authorizes Lessor to initiate debit entries for Lessee's payment of the charges which are due periodically under this Schedule and any service contracts relating to the Equipment and the financial institution indicated below to debit with the amounts thereof the account listed below (the "Account").

Financial Institution Name: _____
Financial Institution
Address: _____

City: _____ State: _____ Zip: _____

B. The following information can be obtained from a check in respect of the Account (please attach a copy of a voided check for verification purposes):

Account Name: _____
Nine-digit Financial Institution ID Number: _____
Your Financial Institution Account Number: _____

C. Lessee further authorizes Lessor to adjust the dollar amount transferred from the Account to correspond to periodic changes in the payment due, if any, under the terms of this Schedule.

D. Lessee hereby authorizes Lessor to automatically debit from the Account all current or past due property taxes (if applicable).

E. Rules and Regulations

(i) Lessee understands that due to the difference in timing between the Lease Commencement Date and the booking of this Schedule, the initial debit may be for more than one periodic charge but will not be more than the actual total monthly amounts due at that time.

(ii) Failure to have adequate funds in the Account shall constitute an event of default under this Schedule.

(iii) Lessee understands that it will continue to receive an invoice each month as notification of the amount to be debited from the Account.

(iv) Lessee agrees that it will not revoke, terminate or modify this authorization or the information contained herein, without the prior written consent of Lessor. In the event Lessee revokes or terminates this authorization, Lessee must remit its periodic charges directly to Lessor at the address specified in the Agreement. Failure to pay the periodic charges on or before the due date shall constitute an event of default under this Schedule.

Lessor:

General Electric Capital Corporation

By: Don Sandvik

Name: Don Sandvik

Title: Duly Authorized Signatory

(v) If a deduction is made in error, Lessee has the right to be immediately refunded by Lessor for the amount of the erroneous deduction provided that Lessee provides written notification of the erroneous deduction within 15 days after its account statement is issued or 45 days after the monies are paid to Lessor.

4. **ARTICLE 2A NOTICE:** IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE PERSON(S) SUPPLYING THE EQUIPMENT IS REFERENCED IN SECTION 1 ABOVE (THE "SUPPLIER(S)"), (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY THE SUPPLIER, WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

5. **STIPULATED LOSS TABLE:** The Stipulated Loss Value for any unit of Equipment shall be the Lessor's capitalized cost of such unit (as referenced in the Stipulated Loss Table to be delivered by Lessor to Lessee) multiplied by the appropriate percentage derived from a Stipulated Loss Table. In the event that the Lease is for any reason extended, then the last percentage figure shown in the Stipulated Loss Table shall control throughout any such extended term.

6. Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

7. Any modified or additional terms and conditions of this Schedule are set forth in the following attachments to this Schedule: Acceptance Certificate, Early Buy-Out Addendum, Stipulated Loss Table.

8. Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect.

Lessee:

Health Management Associates, Inc.

By: Joseph C. Meek

Name: Joseph C. Meek

Title: VPI & Treasurer

**GE****Healthcare Financial Services****Internal Contract Ref. # 8461618-001****Internal Order Ref. # 2888050**

STIPULATED LOSS TABLE

Lessee Name: Health Management Associates, Inc.**Equipment Description:** GE Aespire 7900 Anesthesia with Cardiocap/5**Lessor's Capitalized Cost:** \$74,174.40

Number of Month's	Stipulated loss Value % of Lessor's Capitalized Cost
1	107.20
2	106.12
3	105.04
4	103.95
5	102.85
6	101.74
7	100.63
8	99.51
9	98.38
10	97.25
11	96.10
12	94.95
13	93.79
14	92.63
15	91.46
16	90.27
17	89.08
18	87.89
19	86.68
20	85.47
21	84.25
22	83.02
23	81.78
24	80.54
25	79.29
26	78.03
27	76.76
28	75.48
29	74.19

30	72.90
31	71.59
32	70.28
33	68.96
34	67.63
35	66.30
36	64.95
37	63.60
38	62.23
39	60.86
40	59.47
41	58.06
42	56.65
43	55.23
44	53.79
45	52.35
46	50.91
47	49.45
48	47.98
49	46.50
50	45.03
51	43.52
52	42.01
53	40.49
54	38.97
55	37.45
56	35.92
57	34.40
58	32.86
59	31.32
60	29.76



GE

Healthcare Financial Services

Internal Contract Ref. # 8677813-001

Internal Order Ref. #

**EQUIPMENT SCHEDULE
DATED AS OF 04/20/2011
TO MASTER LEASE AGREEMENT
DATED AS OF 11/06/2006**

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of the Master Lease Agreement identified above ("Agreement," said Agreement and this Schedule being collectively referred to as the "Lease"). Except as provided herein, capitalized terms not defined herein shall have the meanings assigned to them in the Agreement. This Schedule constitutes a separate instrument of lease.

1. **EQUIPMENT:** Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "Equipment")

Number Of Units	Site	Supplier/ Manufacturer	Model, VIN #, Unit # and/or Type Of Equipment
3	Northwest Mississippi Regional Medical Center 1970 Hospital Drive Clarksdale, MS 38614	Olympus America Inc Dept 0600, PO Box 120600 Dallas, TX 75312	Olympus Evis Exera Scopes

2. **TERMS AND RENTALS:**

A. Term of Schedule: 60 months. The term of this Schedule will commence on the Lease Commencement Date specified in the "Lease, Term and Rent Payments" section of the Agreement and continue for the term specified immediately above, subject to and in accordance with the terms and conditions of this Schedule. In the event that the Lease Commencement Date does not occur on or prior to 07/31/2011, Lessor may at anytime thereafter, at its option, by written notice to Lessee, terminate this Schedule, after which termination this Schedule shall be of no further force or effect.

B. Advance Rental: \$0.00.

C. Monthly Rental: 60 Month(s) @ \$1,429.13, plus all applicable taxes. All payments will be in arrears. In states assessing upfront sales and use tax, your Monthly Rentals will be adjusted to include the applicable sales and use tax amortized over the Term using a rate that preserves Lessor's economic yield for the transaction described in the Lease. Lessee's payment of Monthly Rentals to Lessor will be in accordance with the "Lease, Term and Rent Payments" section of the Agreement. The Monthly Rental payments reflect the 5 Year Swap Rate(1) of 2.43% (the "Initial Swap Rate"). Lessor reserves the right to adjust such payments on the Lease Commencement Date based on the number of basis points that the Swap Rate has changed from the Initial Swap Rate, or for other changes in market conditions as determined by Lessor in its sole discretion. In the event that any adjustment to the Monthly Rental payments is required to be made pursuant to this paragraph, Lessor may elect that no adjustment be made to the First Monthly Rental (as defined below) due hereunder, but rather that each Monthly Rental payment following the First Monthly Rental be adjusted to reflect the adjustment required to be made pursuant to this paragraph, as well as to reflect that no adjustment will be made to the First Monthly Rental. As used herein, "First Monthly Rental" shall mean the first Monthly Rental payment due under this Schedule which is greater than zero (\$0) dollars. Interest shall be calculated on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30)-day

months for the actual number of days occurring in the period for which interest is payable.

(1) "**Swap Rate**" means the interest rate for swaps that most closely approximates the Initial term of this Schedule as published on the date selected by Lessor, which date shall be no earlier than seven (7) business days immediately preceding the Lease Commencement Date, by the Federal Reserve Board in the Federal Reserve Statistical Release H.15 entitled "Selected Interest Rates" currently available online at <http://www.federalreserve.gov/releases/h15/update/> or such other nationally recognized reporting source or publication as Lessor may specify.

D. Interim Rent: If the Lease Commencement Date is not the 1st or the 15th of any calendar month (a "Payment Date"), the initial Term shall be extended by the number of days between the Lease Commencement Date and the Payment Date which occurs after the Lease Commencement Date (the "Interim Rent Period"). Lessee shall pay interim rent for the Interim Rent Period. The interim rent will be due on the first payment due date and calculated as the Average Daily Rental Payment times the number of days in the Interim Rent Period. For purposes of this calculation, the "Average Daily Rental Payment" shall equal the aggregate Monthly Rental payments due under the Term of this Schedule divided by the product of the total number of Monthly Rentals times 30.

E. Property Tax: Lessee agrees that it will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to the Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense. Lessee's obligations under this paragraph shall survive any expiration or termination of this Schedule. Nothing in this paragraph shall be deemed to prohibit Lessee from reporting, for informational purposes only and to the extent required under applicable law, that it leases the Equipment.

3. AUTODRAFTING

A. Lessee hereby authorizes Lessor to initiate debit entries for Lessee's payment of the charges which are due periodically under this Schedule and any service contracts relating to the Equipment and the financial institution indicated below to debit with the amounts thereof the account listed below (the "Account").

Financial Institution Name: _____
Financial Institution
Address: _____

City: _____ State: _____ Zip: _____

B. The following information can be obtained from a check in respect of the Account (please attach a copy of a voided check for verification purposes):

Account Name: _____
Nine-digit Financial Institution ID Number: _____
Your Financial Institution Account Number: _____

C. Lessee further authorizes Lessor to adjust the dollar amount transferred from the Account to correspond to periodic changes in the payment due, if any, under the terms of this Schedule.

D. Lessee hereby authorizes Lessor to automatically debit from the Account all current or past due property taxes (if applicable).

E. Rules and Regulations

(i) Lessee understands that due to the difference in timing between the Lease Commencement Date and the booking of this Schedule, the initial debit may be for more than one periodic charge but will not be more than the actual total monthly amounts due at that time.

(ii) Failure to have adequate funds in the Account shall constitute an event of default under this Schedule.

(iii) Lessee understands that it will continue to receive an invoice each month as notification of the amount to be debited from the Account.

(iv) Lessee agrees that it will not revoke, terminate or modify this authorization or the information contained herein, without the prior written consent of Lessor. In the event Lessee revokes or terminates this authorization, Lessee must remit its periodic charges directly to Lessor at the address specified in the Agreement. Failure to pay the periodic charges on or before the due date shall constitute an event of default under this Schedule.

(v) If a deduction is made in error, Lessee has the right to be immediately refunded by Lessor for the amount of the erroneous deduction provided that Lessee provides written notification of the erroneous deduction within 15 days after its account statement is issued or 45 days after the monies are paid to Lessor.

4. **ARTICLE 2A NOTICE:** IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE PERSON(S) SUPPLYING THE EQUIPMENT IS REFERENCED IN SECTION 1 ABOVE (THE "SUPPLIER(S)"), (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY THE SUPPLIER, WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

5. **STIPULATED LOSS TABLE:** The Stipulated Loss Value for any unit of Equipment shall be the Lessor's capitalized cost of such unit (as referenced in the Stipulated Loss Table to be delivered by Lessor to Lessee) multiplied by the appropriate percentage derived from a Stipulated Loss Table. In the event that the Lease is for any reason extended, then the last percentage figure shown in the Stipulated Loss Table shall control throughout any such extended term.

6. Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

7. Any modified or additional terms and conditions of this Schedule are set forth in the following attachments to this Schedule: Acceptance Certificate, Early Buy-Out Addendum, Purchase Order Assignment, Stipulated Loss Table.

8. Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect.

Lessor:

General Electric Capital Corporation

By: _____

Name: _____

Title: Duly Authorized Signatory

Lessee:

Health Management Associates, Inc.

By: _____

Name: _____

Title: _____



GE

Healthcare Financial Services

Internal Contract Ref. # 8713436-001

Internal Order Ref. #

**EQUIPMENT SCHEDULE
DATED AS OF 12/28/2011
TO MASTER LEASE AGREEMENT
DATED AS OF 11/06/2006**

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of the Master Lease Agreement identified above ("Agreement," said Agreement and this Schedule being collectively referred to as the "Lease"). Except as provided herein, capitalized terms not defined herein shall have the meanings assigned to them in the Agreement. This Schedule constitutes a separate instrument of lease.

1. **EQUIPMENT:** Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "Equipment")

Number Of Units	Site	Supplier/ Manufacturer	Model, VIN #, Unit # and/or Type Of Equipment
10	Northwest Mississippi Regional Medical Center 1970 Hospital Dr Clarksdale, MS 38614	GE Healthcare 3000 North Grandview Blvd Waukesha, WI 53188	Hill-Rom SPO2RT Bed Systems

2. **TERMS AND RENTALS:**

A. Term of Schedule: 60 months. The term of this Schedule will commence on the Lease Commencement Date specified in the "Lease, Term and Rent Payments" section of the Agreement and continue for the term specified immediately above, subject to and in accordance with the terms and conditions of this Schedule. In the event that the Lease Commencement Date does not occur on or prior to 04/22/2012, Lessor may at anytime thereafter, at its option, by written notice to Lessee, terminate this Schedule, after which termination this Schedule shall be of no further force or effect.

B. Advance Rental: \$0.00.

C. Monthly Rental: 60 Month(s) @ \$4,904.15, plus all applicable taxes. All payments will be in arrears. In states assessing upfront sales and use tax, your Monthly Rentals will be adjusted to include the applicable sales and use tax amortized over the Term using a rate that preserves Lessor's economic yield for the transaction described in the Lease. Lessee's payment of Monthly Rentals to Lessor will be in accordance with the "Lease, Term and Rent Payments" section of the Agreement. The Monthly Rental payments reflect the 5 Year Swap Rate⁽¹⁾ of 1.27% (the "Initial Swap Rate"). Lessor reserves the right to adjust such payments on the Lease Commencement Date based on the number of basis points that the Swap Rate has changed from the Initial Swap Rate, or for other changes in market conditions as determined by Lessor in its sole discretion. In the event that any adjustment to the Monthly Rental payments is required to be made pursuant to this paragraph, Lessor may elect that no adjustment be made to the First Monthly Rental (as defined below) due hereunder, but rather that each Monthly Rental payment following the First Monthly Rental be adjusted to reflect the adjustment required to be made pursuant to this paragraph, as well as to reflect that no adjustment will be made to the First Monthly Rental. As used herein, "First Monthly Rental" shall mean the first Monthly Rental payment due under this Schedule which is greater than zero (\$0) dollars. Interest shall be calculated on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30)-day

months for the actual number of days occurring in the period for which interest is payable.

(1) "Swap Rate" means the interest rate for swaps that most closely approximates the initial term of this Schedule as published on the date selected by Lessor, which date shall be no earlier than seven (7) business days immediately preceding the Lease Commencement Date, by the Federal Reserve Board in the Federal Reserve Statistical Release H.15 entitled "Selected Interest Rates" currently available online at <http://www.federalreserve.gov/releases/h15/update/> or such other nationally recognized reporting source or publication as Lessor may specify.

D. Interim Rent: If the Lease Commencement Date is not the 1st or the 15th of any calendar month (a "Payment Date"), the initial Term shall be extended by the number of days between the Lease Commencement Date and the Payment Date which occurs after the Lease Commencement Date (the "Interim Rent Period"). Lessee shall pay interim rent for the Interim Rent Period. The interim rent will be due on the first Payment Date and calculated as the Average Daily Rental Payment times the number of days in the Interim Rent Period. For purposes of this calculation, the "Average Daily Rental Payment" shall equal the aggregate Monthly Rental payments due under the Term of this Schedule divided by the product of the total number of Monthly Rentals times 30.

E. Property Tax: Lessee agrees that it will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to the Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense. Lessee's obligations under this paragraph shall survive any expiration or termination of this Schedule. Nothing in this paragraph shall be deemed to prohibit Lessee from reporting, for informational purposes only and to the extent required under applicable law, that it leases the Equipment.

3. AUTODRAFTING

A. Lessee hereby authorizes Lessor to initiate debit entries for Lessee's payment of the charges which are due periodically under this Schedule and any service contracts relating to the Equipment and the financial institution indicated below to debit with the amounts thereof the account listed below (the "Account").

Financial Institution Name: _____
Financial Institution
Address: _____
City: _____ State: _____ Zip: _____

B. The following information can be obtained from a check in respect of the Account (please attach a copy of a voided check for verification purposes):

Account Name: _____
Nine-digit Financial Institution ID Number: _____
Your Financial Institution Account Number: _____

C. Lessee further authorizes Lessor to adjust the dollar amount transferred from the Account to correspond to periodic changes in the payment due, if any, under the terms of this Schedule.

D. Lessee hereby authorizes Lessor to automatically debit from the Account all current or past due property taxes (if applicable).

E. Rules and Regulations

(i) Lessee understands that due to the difference in timing between the Lease Commencement Date and the booking of this Schedule, the initial debit may be for more than one periodic charge but will not be more than the actual total monthly amounts due at that time.

(ii) Failure to have adequate funds in the Account shall constitute an event of default under this Schedule.

(iii) Lessee understands that it will continue to receive an invoice each month as notification of the amount to be debited from the Account.

(iv) Lessee agrees that it will not revoke, terminate or modify this authorization or the information contained herein, without the prior written consent of Lessor. In the event Lessee revokes or terminates this authorization, Lessee must remit its periodic charges directly to Lessor at the address specified in the Agreement. Failure to pay the periodic charges on or before the due date shall constitute an event of default under this Schedule.

(v) If a deduction is made in error, Lessee has the right to be immediately refunded by Lessor for the amount of the erroneous deduction provided that Lessee provides written notification of the erroneous deduction within 15 days after its account statement is issued or 45 days after the monies are paid to Lessor.

4. **ARTICLE 2A NOTICE:** IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE PERSON(S) SUPPLYING THE EQUIPMENT IS REFERENCED IN SECTION 1 ABOVE (THE "SUPPLIER(S)"), (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY THE SUPPLIER, WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

5. **STIPULATED LOSS TABLE:** The Stipulated Loss Value for any unit of Equipment shall be the Lessor's capitalized cost of such unit (as referenced in the Stipulated Loss Table to be delivered by Lessor to Lessee) multiplied by the appropriate percentage derived from a Stipulated Loss Table. In the event that the Lease is for any reason extended, then the last percentage figure shown in the Stipulated Loss Table shall control throughout any such extended term.

6. Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

7. Any modified or additional terms and conditions of this Schedule are set forth in the following attachments to this Schedule: Acceptance Certificate, Early Buy-Out Addendum, Purchase Order Assignment, Stipulated Loss Table.

8. Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect.

Lessor:

General Electric Capital Corporation

By: Wendy Schweighardt
Name: Wendy Schweighardt
Title: Duty Authorized Signatory

Lessee:

Health Management Associates, Inc.

By: Joseph C. Meek
Name: JOSEPH C. MECK
Title: NP & TREASURER

**GE****Healthcare Financial Services**

Internal Contract Ref. # 8713436-001

Internal Order Ref. #

STIPULATED LOSS TABLE

Lessee Name: **HEALTH MANAGEMENT ASSOCIATES, Inc.**Equipment Description: **HILL-ROM SPO2RT BED SYSTEMS**Lessor's Capitalized Cost: **\$273,252.05**

Number of Months	Stipulated loss Value % of Lessor's Capitalized Cost
1	107.21
2	106.04
3	104.86
4	103.67
5	102.48
6	101.28
7	100.07
8	98.86
9	97.64
10	96.41
11	95.18
12	93.93
13	92.69
14	91.43
15	90.17
16	88.90
17	87.62
18	86.34
19	85.05
20	83.75
21	82.44
22	81.13
23	79.80
24	78.47
25	77.14
26	75.79
27	74.44
28	73.08
29	71.72

30	70.35
31	68.97
32	67.58
33	66.18
34	64.78
35	63.37
36	61.95
37	60.52
38	59.09
39	57.65
40	56.20
41	54.74
42	53.27
43	51.80
44	50.32
45	48.83
46	47.33
47	45.82
48	44.30
49	42.78
50	41.25
51	39.71
52	38.17
53	36.62
54	35.05
55	33.49
56	31.91
57	30.31
58	28.69
59	27.09
60	25.48
61	23.80

EXHIBIT C

2014 MLA and 9752116 Schedule

[See Attached]



GE

Healthcare Financial Services

MASTER LEASE AGREEMENT DATED AS OF 04/21/2014

THIS MASTER LEASE AGREEMENT (this "Agreement") is between General Electric Capital Corporation (together with its successors and assigns, if any, "Lessor") and the undersigned lessee ("Lessee"). Lessor has a mailing address 20225 Watertower Blvd., Brookfield, WI 53045, Attn: Operations Dept. The legal entity type, jurisdiction of organization, mailing address and chief place of business of Lessee is as set forth below under the signature block of Lessee. Additional terms that apply to the Equipment shall be contained on a schedule ("Schedule"). Capitalized terms used, but not otherwise defined, herein and which are defined in a Schedule shall have the respective meanings assigned to such terms in such Schedule.

1. LEASE, TERM AND RENT PAYMENTS:

(a) Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all units of equipment and other property described in the Schedule(s), and all accessories, upgrades, additions, substitutions, replacement parts and tools pertaining thereto ("Equipment" and individually a "unit of Equipment") described in any Schedule signed by both parties.

(b) This Agreement shall be effective as of the date stated above and, unless sooner terminated by Lessor as hereinafter provided, shall continue until all of Lessee's obligations hereunder or under any Schedule(s) are fulfilled. The term of each Schedule is as specified in such Schedule and commences upon the Lease Commencement Date (defined in subparagraph (c) below). In the event of a conflict between provisions of this Agreement and a Schedule, the provisions of the Schedule shall control.

(c) The rent payable for the Equipment and Lessee's acceptance and right to use the Equipment shall occur on the date when Lessee has accepted the Equipment under a certificate of acceptance ("Lease Commencement Date").

(d) Lessee shall pay rent to Lessor at its address stated above, except as otherwise directed by Lessor. Rent payments shall be in the amount set forth in the applicable Schedule and are due in advance beginning on the Lease Commencement Date and on the same day of each consecutive month thereafter. If any advance rent or advance charge (as stated in the applicable Schedule) is payable, it shall be due on or before Lessee signs such Schedule and shall be applied in the manner set forth under such Schedule. In no event shall any advance rent or advance charge or any other rent payments be refunded to Lessee. If rent is not paid within ten days of its due date, Lessee agrees to pay a late charge of five cents (\$.05) per dollar on, and in addition to, the amount of such rent but not exceeding the lawful maximum, if any. All other payments received by Lessor shall first be applied to any accrued late charge(s) and other monies due Lessor hereunder and then to any unpaid rents.

2. **TRANSPORTATION AND RISK OF LOSS:** The Equipment will be shipped to the site identified in a Schedule by the supplier or manufacturer of the Equipment identified in the Schedule ("Supplier"). Lessee or the Supplier will bear responsibility for transportation and risk of loss of the Equipment at all times. At no time will Lessor bear the risk of loss. The use of the term "risk of loss" herein shall include, without limitation, the entire risk of any loss, theft, damage to, or destruction of any unit of Equipment from any cause whatsoever.

3. **NET LEASE:** This Agreement constitutes a net lease, and Lessee's obligation to pay the rents and other amounts due

hereunder (and the continuing effectiveness and enforceability of this Agreement) are absolute, unconditional, non-cancelable and independent obligations not subject to abatement, diminution, suspension, deferment or reduction of, or offset against, Lessee's obligations hereunder for any reason including without limitation: (i) any claims of Lessee against the Supplier of the Equipment; (ii) any defect in, damage to, or loss of destruction of any unit of Equipment however arising; or (iii) any interference with Lessee's use of any unit of Equipment by any third party (including any governmental body). It is the express intention of the parties hereto that all rents and other amounts payable by Lessee to Lessor hereunder shall continue to be promptly and unconditionally paid in all events.

4. RENT ADJUSTMENT:

(a) Intentionally omitted.

(b) Intentionally omitted.

(c) Until the Lease Commencement Date, Lessor shall have the right to adjust the rent as set forth in the Schedule(s). In addition, Lessee acknowledges that Lessor may adjust the rent, up or down, by no more than 10% within each Schedule to account for Equipment change orders, Equipment returns, invoicing errors, and similar matters. Lessor shall send Lessee a written notice stating the final rent, if it has changed.

5. **TAXES:** If permitted by law, Lessee shall report and pay promptly all taxes, fees and assessments due, imposed, assessed or levied against any Equipment (or purchase, ownership, delivery, leasing, possession, use or operation thereof), this Agreement (or any rents or receipts hereunder), any Schedule, Lessor or Lessee by any governmental entity or taxing authority during or related to the term of this Agreement, or to any other period during which the Lessee had use or possession of the Equipment, including, without limitation, all license and registration fees, and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon (collectively "Taxes"). Lessee shall have no liability for Taxes imposed by the United States of America or any state or political subdivision thereof which are on or measured by the net income of Lessor except as provided in Sections 4 and 20. Lessee shall promptly reimburse Lessor (on an after tax basis) for any Taxes charged to, assessed against or paid by Lessor. Lessee shall show Lessor as the owner of the Equipment on all tax reports or returns, and send Lessor a copy of each report or return and evidence of Lessee's payment of Taxes upon request by Lessor. Lessee's obligations under this Section 5 shall survive any expiration or termination of this Agreement.

6. REPORTS:

(a) If any tax, charge or other lien shall attach to any Equipment, Lessee will notify Lessor in writing, within ten days after Lessee becomes aware of the tax, charge or lien. The notice shall include the full particulars of the tax, charge or lien and the location of such Equipment on the date of the notice.

(b) Lessee will deliver to Lessor, Lessee's complete financial statements, certified by a recognized firm of certified public accountants within 90 days of the close of each fiscal year of Lessee. Lessee will deliver to Lessor copies of Lessee's quarterly financial report certified by the chief financial officer of Lessee, within 30 days of the close of each fiscal quarter of Lessee. Lessee will deliver to Lessor all Forms 10-K and 10-Q, if

any, filed with the Securities and Exchange Commission within 30 days after the date on which they are filed. Upon the written request of Lessor, Lessee will deliver to Lessor any additional information reasonably requested by Lessor, including but not limited to accounts receivable agings, activity reports and budget comparison reports as long as obligations are owed to Lessor under this agreement or otherwise.

(c) Lessor may inspect any Equipment during normal business hours after giving Lessee reasonable prior notice (except as otherwise provided in Section 10).

(d) If any Equipment is lost or damaged (where the estimated repair costs would exceed the greater of ten percent (10%) of the original Equipment cost or ten thousand dollars (\$10,000)), or is otherwise involved in an accident causing personal injury or property damage, Lessee will promptly and fully report the event to Lessor in writing.

(e) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days' prior written notice.

7. USES, OPERATION AND MAINTENANCE:

(a) Except as otherwise agreed to by Lessor, all Equipment shall be shipped directly to Lessee.

(b) Lessee agrees that the Equipment will be used by Lessee solely in the conduct of its business and in a manner complying with all applicable laws, regulations and insurance policies.

(c) Lessee will not move any Equipment from the location specified on the applicable Schedule, without the prior written consent of Lessor.

(d) Lessee will keep the Equipment free and clear of all liens, claims and encumbrances other than those, which result from acts of Lessor.

(e) Lessor shall not disturb Lessee's quiet enjoyment of the Equipment during the term of the Agreement unless a default has occurred and is continuing under this Agreement.

(f) Lessee's use of the Equipment shall be subject to the Supplier's terms and conditions of sale, including, but not limited to any requirements regarding site preparation. Lessee further acknowledges that in the event the Equipment contains embedded software, such software is subject to the proprietary rights of the owner thereof and Lessee's use of such software will be subject to the terms of any related software licenses.

(g) Lessee will, at its sole expense, maintain each unit of Equipment in good operating order and repair, normal wear and tear excepted and also maintain the Equipment in accordance with Supplier's recommendations. Lessee shall make all alterations or modifications required to comply with any applicable law, rule or regulation during the term of this Agreement. If Lessor requests, Lessee shall affix plates, tags or other identifying labels showing ownership thereof by Lessor.

(h) Lessee will not attach or install anything on any Equipment that will impair the originally intended function or use of such Equipment without the prior written consent of Lessor. All additions, parts, supplies, accessories, and equipment ("Additions") furnished or attached to any Equipment that are not readily removable shall become the property of Lessor. All Additions shall be made only in compliance with applicable law.

8. **INSURANCE:** Lessee agrees at its own expense, to keep the Equipment insured with companies acceptable to Lessor for such amounts and against such hazards as Lessor may require, including, but not limited to, all risk physical damage insurance for the Equipment itself, with losses under the policies payable to Lessor or its assigns, if any, and liability coverage for personal injuries, death and/or property damages on terms satisfactory to Lessor. Lessor and/or its officers, agents, employees and/or successors and/or assigns shall be named as an additional insured under all such insurance policies with loss payable clauses under said policies payable in Lessor's favor, as Lessor's interest may appear. Said Equipment shall be insured for not less than its Stipulated Loss Value (see Schedule) or such other amount as Lessor shall specify. Said liability insurance shall be in an amount

of not less than one million dollars (\$1,000,000.00) or such other amount as Lessor shall specify. Lessee hereby appoints Lessor as its attorney-in-fact to make proof of loss and claims for insurance and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made with respect to such insurance policies. Lessee may not make adjustments with insurers except with Lessor's prior written consent. The policies will provide that the insurance may not be altered or canceled by the insurer until after thirty days written notice to Lessor. In the event of damage to or loss, secretion, destruction or theft of the Equipment, or any portion of the Equipment, whether in whole or in part, Lessee will pay to Lessor the Stipulated Loss Value of all Equipment, or of the portion of the Equipment affected if the value and use of the remainder of the Equipment are not affected at the time of such occurrence (except to the extent that Lessor indefeasibly receives proceeds of insurance covering such Equipment). Lessor may, at Lessor's option, apply proceeds of insurance, in whole or in part, (i) to repair or comparably replace the Equipment or any portion of it or, (ii) to satisfy any of Lessee's obligations pursuant to this Agreement or a Schedule. Upon the request of Lessor, Lessee shall deliver to Lessor evidence reasonably satisfactory to Lessor that Lessee is in compliance with all Insurance requirements set forth in this Section 8, which evidence so requested may include insurance certificates from each relevant insurer.

9. **STIPULATED LOSS VALUE:** If for any reason (including, without limitation, in connection with the return of such Equipment pursuant to Section 14 hereof) any unit of Equipment becomes worn out, lost, stolen, destroyed, irreparably damaged or unusable ("Casualty Occurrences") Lessee shall promptly and fully notify Lessor in writing. Lessee shall pay Lessor on the Casualty Payment Date (defined below), the sum of (i) the Stipulated Loss Value (see Schedule(s)) of the affected unit determined as of the rent payment date prior to the Casualty Occurrence; and (ii) all rent and other amounts which are then currently outstanding and due under this Agreement for the affected unit. The "Casualty Payment Date" shall be the next rent payment date after the Casualty Occurrence. Upon Payment of all sums due hereunder, the term of this Agreement as to such unit of Equipment shall terminate.

10. DEFAULT AND REMEDIES:

(a) Lessor may declare this Agreement in default if: (i) Lessee breaches its obligation to pay rent or any other sum owing to Lessor (under this Agreement or otherwise) when due and fails to cure the breach within ten days; (ii) Lessee breaches any of its insurance obligations under Section 8 above; (iii) Lessee assigns any of its interests in this Agreement or in the Equipment without Lessor's prior written consent; (iv) Lessee breaches any of its other obligations under this Agreement and fails to cure that breach within 30 days after written notice from Lessor; (v) any representation or warranty made by Lessee in connection with this Agreement shall be incorrect, false or misleading in any material respect; (vi) Lessee or any guarantor or other obligor for Lessee's obligations hereunder ("Guarantor") becomes insolvent or ceases to do business as a going concern; (vii) if Lessee or any Guarantor is a natural person, any death or incompetency of Lessee or such Guarantor; (viii) a petition is filed by or against Lessee or any Guarantor under any bankruptcy or insolvency laws (in which event it shall be an immediate event of default) and in the event of an involuntary petition, the petition is not dismissed within 45 days of the filing date; or (ix) any material adverse change occurs in Lessee's financial condition or business operations (or of any Guarantor) or any material change occurs in the ownership of Lessee (or of any Guarantor). Lessee's default under a Schedule, or a default by Lessee under any other agreement or contract with Lessor, will at Lessor's sole option, constitute a default of this Agreement and all Schedules entered into pursuant to this Agreement.

10. DEFAULT AND REMEDIES: continued

(b) Upon the occurrence of an event of default hereunder, Lessor shall have the non-exclusive option to: (i) declare the aggregate rents or the Stipulated Loss Value (see Schedule) payable under any or all of the Schedules immediately due and payable; (ii) declare all other amount(s) due Lessor hereunder immediately due and payable; (iii) terminate this Agreement as to any or all of the Equipment; (iv) collect from Lessee, on all monies due but unpaid for more than ten days, a late charge of five cents per dollar on, and in addition to, the amount of all such monies, but not exceeding the lawful maximum; (v) take possession of the Equipment and remove same from its existing location(s) without notice to or consent of Lessee; and store and/or dispose (by public sale or otherwise) of the Equipment at its then existing location(s) at no charge to Lessor; (vi) sell or lease any or all items of Equipment at public or private sale or lease at such time or times as Lessor may determine and if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten days prior to the date thereof shall constitute reasonable notice thereof to Lessee; (vii) otherwise dispose of, hold, use, operate, or keep idle such Equipment, all as Lessor, in its sole discretion, may determine; and (viii) assert any other remedies available to Lessor at law or in equity (including, without limitation, under the Uniform Commercial Code).

(c) After deducting all expenses of retaking, repairing, holding, transporting, selling and/or reletting the Equipment, the net proceeds (if any) from such sale or reletting by Lessor shall be applied against Lessee's obligation hereunder. The proceeds of any sale, re-lease, or other disposition (if any) shall be applied in the following priorities: (i) first, to pay all Lessor's costs, charges and expenses in taking, removing, holding, repairing, selling, re-leasing and disposing of the Equipment; (ii) second, to the extent not previously paid by Lessee or by a Guarantor of Lessee's obligations hereunder to pay Lessor all amounts due from Lessee hereunder; and (iii) lastly, any surplus shall be retained by Lessor. Lessor shall have the right to seek a deficiency from Lessee notwithstanding Lessor's repossession or abandonment of the Equipment, or Lessor's sale or reletting the Equipment to a third party.

(d) The foregoing remedies are cumulative and nonexclusive of any other rights and remedies that Lessor may have under any other agreement or at law or in equity and may be exercised individually or concurrently, and any or all thereof may be exercised instead of or in addition to each other or any remedies at law, in equity, or under statute. Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Lessee shall pay Lessor's actual attorneys' fees, agency fees, collection costs and expenses and any other costs and expenses incurred in connection with the enforcement, assertion, defense or preservation of Lessor's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted. Waiver of any default shall not be a waiver of any other or subsequent default.

11. INDEMNIFICATION: Lessee hereby agrees to indemnify Lessor, its agents, employees, successors and assigns (on an after tax basis) from and against any and all losses, damages, penalties, injuries, claims, actions and suits, including legal expenses, of whatsoever kind and nature arising out of or relating to the Equipment or this Agreement ("Claims"). This indemnity shall include, but is not limited to, Lessor's strict liability in tort and Claims, arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the term of this Agreement, and the delivery, lease, possession, maintenance, uses, condition, return or operation of Equipment (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee and any claim for patent, trademark or copyright infringement or environmental damage) or (ii) the condition of Equipment sold or disposed of after use by Lessee, any sublessee or employees of Lessee. Lessee shall, upon request, defend any actions based on, or arising out of, any of the foregoing. All of Lessor's rights, privileges and indemnities contained in this Section 11 shall survive the expiration

or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns. There shall be excluded from the agreement to indemnify in this Section 11 any Claims with respect to any Equipment to the extent attributable to acts or events occurring in connection with and after (and not attributable to events having occurred or conditions existing prior to) the last occur of (i) the termination or expiration of this Agreement as to such Equipment in accordance with the terms of this Agreement and (ii) the return of such Equipment to Lessor in accordance with the terms of this Agreement.

12. DISCLAIMER: LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE. LESSEE FURTHER AGREES THAT LESSOR AND ITS REPRESENTATIVES HAVE NO LIABILITY TO LESSEE FOR (I) ANY PENAL, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFIT OR REVENUE, (II) ANY ASSISTANCE NOT REQUIRED UNDER THE SCHEDULE, OR (III) ANYTHING OCCURRING AFTER THE END OF A SCHEDULE. THIS IS A COMMERCIAL LEASE TRANSACTION. ANY CLAIM RELATED TO THIS CONTRACT WILL BE COVERED SOLELY BY COMMERCIAL LEGAL PRINCIPLES. LESSOR, ITS REPRESENTATIVES AND ASSIGNS WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO LESSEE OR ANY PERSON OR ENTITY, ARISING FROM THIS AGREEMENT AND ANY OTHER DOCUMENT OR ANY USE OF ANY EQUIPMENT.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE: Lessee makes each of the following representations, warranties, and covenants to Lessor on the date hereof and on the date of execution of each Schedule.

(a) Lessee has full power and capacity to enter into, and perform under, this Agreement, the Schedules and all related documents (together, the "Documents"). Lessee is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(b) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

(c) No approval, consent or withholding of objections is required from any governmental authority or any person or entity with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained.

(d) The entry into and performance by Lessee of the Documents will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's organizational documents; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party.

(e) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, which if decided

against Lessee will have a material adverse effect on its business or operations or its ability to fulfill its obligations under this Agreement.

(f) The Equipment is and will remain tangible personal property.

(g) Each financial statement delivered to Lessor has been prepared in accordance with generally accepted accounting principles consistently applied. Since the date of the most recent financial statement, there has been no material adverse change in the financial condition of Lessee.

(h) Lessee's exact legal name is as set forth in the last page of this Agreement and Lessee is and will be at all times validly existing and in good standing under the laws of the State of its formation (specified in the first sentence of this Agreement).

(i) The Equipment will at all times be used for commercial or business purposes.

14. END-OF-TERM OPTIONS: At least 180 days prior to the expiration of the term of a Schedule, Lessee must elect, by written notice to Lessor sent via certified mail to 20225 Watertower Blvd., Suite 300, Brookfield, WI 53045, Attn: VP Asset Management, one of the following end-of-term options: (i) Lessee's purchase of all (but not less than all) of the Equipment as set forth in Section 15 below; or (ii) Lessee's return of all (but not less than all) of the Equipment to Lessor upon expiration of the Term pursuant to and in accordance with the terms and conditions of Section 16 hereof. Should Lessee fail to make an election as required pursuant to and in accordance with the immediately preceding sentence, Lessee shall be deemed for all purposes of this Agreement and such Schedule to have elected the option described in clause (ii) above.

15. PURCHASE OPTION:

(a) Lessee may at lease expiration purchase all (but not less than all) of the Equipment in any Schedule on an AS IS, WHERE IS BASIS for cash equal to its then Fair Market Value (plus all rent and other sums due hereunder on or prior to the purchase date, to the extent not previously paid, plus all taxes and charges due in connection with such sale and all other expenses incurred by Lessor in connection with such sale). Lessee must notify Lessor of its intent to purchase the Equipment in writing at least 180 days in advance. If Lessee is in default or if the corresponding Schedule has already been terminated Lessee may not purchase the Equipment.

(b) "Fair Market Value" shall mean the price that a willing buyer would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell. In determining the Fair Market Value the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement. The Equipment shall be valued on a fully assembled, installed and operational basis. If Lessor and Lessee are unable to agree on the Fair Market Value, Lessor shall appoint, at least 135 days before lease expiration, an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Value. The independent appraiser's determination shall be final, binding and conclusive. Lessee shall bear all costs associated with any such appraisal.

(c) Lessee shall be deemed to have waived this option unless it provides Lessor with written notice of its irrevocable election to exercise the same within 15 days after Fair Market Value is told to Lessee.

16. REMOVALS AND RETURN OF EQUIPMENT:

(a) At the expiration or earlier termination of a Schedule, Lessee will arrange for the removal and return of the Equipment at its expense, including all transportation to a business address designated by Lessor within the Continental United States of America. If Lessor has not designated a business address as contemplated in the immediately preceding sentence on or prior to the expiration or earlier termination of a Schedule, Lessee shall request Lessor to so designate a business address, which request shall be in writing and delivered to Lessor in the manner provided in Section 23(b). If Lessee makes modifications to its premises after the Equipment has been installed which impede the removal of the Equipment, the cost of removing the impediments and

restoring the premises will be at Lessee's expense. The Equipment will be returned to Lessor or its assigns on the expiration or earlier termination of a Schedule in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order and condition, operable in accordance with the Supplier's then prevailing performance specifications for it. All waste material and fluid must be removed from the Equipment and disposed of by Lessee in accordance with the then current waste disposal laws. If the Equipment is not so returned, Lessor, at Lessee's sole expense, may have the Equipment restored to such a condition. If Lessor so requires, the units of Equipment shall be de-installed and crated by an authorized Supplier's representative or such other service person as is reasonably satisfactory to Lessor.

(b) If Lessor so requires, at Lessor's sole discretion, Lessee shall obtain a policy of transit insurance for the return of the Equipment to Lessor in an amount equal to the replacement value of the Equipment. Such transit insurance must name Lessor as the loss payee. Lessee shall pay for all costs of complying with this section.

(c) Lessee shall provide to Lessor a detailed inventory of all components of the Equipment including model and serial numbers. Lessee shall also provide an up to date copy of all other documentation pertaining to the Equipment.

(d) All service manuals, blueprints, process flow diagrams, operating manuals, inventory, maintenance records and clinical images (for diagnostic imaging equipment only) not older than 30 days with patient data erased, shall be given to Lessor at least 90 days, and not more than 120 days, prior to the Agreement termination.

(e) Lessee shall make the Equipment available for Lessor's on-site operational inspection by potential purchasers at least 120 days prior to and continuing up to Agreement termination. Lessor shall provide Lessee with reasonable notice prior to any inspection. Lessee shall provide personnel, power and other requirements necessary to demonstrate electrical, hydraulic and mechanical systems for each item of Equipment.

(f) In the event that Lessee is required to return the Equipment to Lessor pursuant to and in accordance with this Section 16, including, without limitation, in the event that Lessee elects, or is deemed to have elected, the end-of-term option described in clause (ii) of Section 14 hereof, and fails to so return the Equipment as and when required, Lessee shall continue to pay to Lessor Monthly Rental payments as and when required pursuant to Section 1(d) hereof as if the Term of the relevant Schedule had not expired or terminated, and the amount of each such Monthly Rental payment shall be equal to the last Monthly Rental payment (or if such last Monthly Rental payment is the lowest of all Monthly Rental payments during such Term, the highest Monthly Rental payment) due and payable by Lessee under the relevant Schedule prior to the expiration or termination of the Term of such Schedule (regardless of whether such payment has been made by or on behalf of Lessee). Lessee shall continue to make such Monthly Rental payments until Lessee has so returned the Equipment pursuant to and in accordance with this Section 16. Lessor may, but shall not be obligated to, invoice Lessee for such Monthly Rental payments at the same intervals and in the same manner as Lessor had invoiced Lessee for Monthly Rental payments prior to the expiration or termination of such Schedule; provided, however, that the failure of Lessor to invoice Lessee for such Monthly Rental payments following the expiration or termination of such Schedule shall not relieve Lessee from, or otherwise affect, its obligations to make such Monthly Rental payments following such expiration or termination. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (x) Lessee with a legally enforceable option to extend or renew the Term of this Agreement or any Schedule, or (y) Lessor with a legally enforceable option to compel any such extension or renewal.

(g) All of Lessee's duties and obligations, and all of Lessor's rights, under this Section 16 shall survive the expiration or other termination of this Agreement and each Schedule.

17. ASSIGNMENT: LESSEE SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER OR SUBLET ANY EQUIPMENT OR THE INTEREST OF LESSEE IN THE EQUIPMENT OR THE RIGHTS OR OBLIGATIONS OF LESSEE UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Lessor may, without the consent of Lessee, assign this Agreement, any Schedule or the right to enter into a Schedule, provided that any such assignment shall not relieve Lessor of its obligations hereunder. Lessee agrees that if Lessee receives written notice of an assignment from Lessor, Lessee will pay all rent and all other amounts payable under any assigned Schedule to such assignee or as instructed by Lessor. Lessee also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by Lessor or assignee. Lessee hereby waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever.

18. NO THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of Lessee and Lessor and no person or legal entity is, or shall be considered, an intended third party beneficiary hereof, and no person other than Lessee and Lessor shall have an enforceable right to any benefits under this Agreement.

19. PROTECTED HEALTH INFORMATION. Lessee shall not disclose, and shall prevent the Disclosure of, any Protected Health Information to Lessor, any agent or affiliate of Lessor, or to any third party who at any time takes possession of the Equipment for any reason. LESSEE IS SOLELY RESPONSIBLE FOR REMOVING, OR RENDERING INDECIPHERABLE IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, ALL PROTECTED HEALTH INFORMATION STORED ON OR OTHERWISE ACCESSIBLE FROM THE EQUIPMENT BEFORE THE EQUIPMENT LEAVES POSSESSION OF LESSEE, whether the change in possession is prompted by a default hereunder, termination of this Agreement or any Schedule, or for any other reason. "Disclosure" and "Protected Health Information" shall have the meaning for each term set forth in 45 C.F.R. § 160.103, as those definitions may be amended from time to time.

20. TAX BENEFIT INDEMNIFICATION: Lessor and Lessee agree that should either the United States government or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the tax benefits claimed under a Schedule by Lessor, and if such action by the tax authority is the result of any act or omission by the Lessee, Lessee will then indemnify Lessor by payment, at its choice, of either: (i) supplemental rent to Lessor during the remaining period of the term of such Schedule in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of such Schedule) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with any interest or penalties which might be assessed by the governmental authority(ies) with respect to such loss or disallowance, or (ii) a lump sum, payable on demand, to Lessor which will be equal to the amount necessary to permit Lessor to receive (on an after-tax basis over the full term of that Schedule) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with the amount of any interest or penalties which might be assessed by the governmental authority(ies) with respect to such loss or disallowance. All references to Lessor in this Section include Lessor and the consolidated taxpayer group of which Lessor is a member. All of Lessor's rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

21. COMPLIANCE WITH REPORTING RESPONSIBILITIES: Lessee agrees to fully and accurately account for, and report in any applicable cost reports, all items and services received from Lessor under this Agreement and all Schedules, in a way which complies with all applicable laws and regulations, including the

Federal Social Security Act and implementing regulations relating to Medicare, Medicaid and the Federal Health Care Programs.

22. FILING: Lessee will sign and return to Lessor when requested such instrument(s) as applicable law requires or permits to give public notice of Lessor's interest in the Equipment. In addition, Lessee hereby authorizes Lessor to file a precautionary financing statement and amendments thereto describing the Equipment described in any and all Schedules now and hereafter executed pursuant hereto and adding any collateral described therein and containing any other information required by the applicable Uniform Commercial Code. If and to the extent that this Agreement or a Schedule is deemed a security agreement, Lessee hereby gives, grants and assigns to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, the general intangibles related thereto, the accounts created thereby and all proceeds of the foregoing. Such security interest shall secure Lessee's obligations with respect to all Schedules and agreements between Lessee and Lessor. Lessee hereby irrevocably appoints Lessor or its designee as Lessee's agent and attorney-in-fact to sign such instrument(s) on Lessee's behalf and to file them.

23. MISCELLANEOUS:

(a) LESSEE AND LESSOR UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS, ANY DEALINGS BETWEEN LESSEE AND LESSOR RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LESSEE AND LESSOR. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, ADDENDA OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(b) Time is of the essence of this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement. If more than one Lessee is named in this Agreement, the liability of each shall be joint and several. All notices required to be given hereunder shall be deemed adequately given if sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have specified in writing by notice as prescribed in this Agreement. This Agreement and any addendum, schedule and annexes hereto constitute the entire agreement of the parties with respect to the subject matter hereof. No prior proposals, statements, course of dealing, or usage of trade will be a part of this Agreement. NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH OF THE PARTIES HERETO.

(c) If Lessee does not comply with any provision of this Agreement, Lessor shall have the right, but shall not be obligated, to effect such compliance, in whole or in part. All reasonable amounts spent and obligations incurred or assumed by Lessor in effecting such compliance shall constitute additional rent due to Lessor. Lessee shall pay the additional rent within five days after the date Lessor sends notice to Lessee requesting payment. Lessor's effecting such compliance shall not be a waiver of Lessee's default.

(d) Any provisions in this Agreement, any Schedule, addendum or amendment hereto that are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or

altered to conform thereto, but the remaining provisions shall remain enforceable as written.

(e) This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of North Carolina (without regard to the conflict of laws principles of such State) including all matters of construction, validity and performance, regardless of the location of the Equipment.

(f) Any cancellation or termination by Lessor, pursuant to the provisions of this Agreement, any Schedule, addendum or amendment hereto, of the lease of any Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder.

(g) Lessee agrees that neither it nor its affiliates will in the future issue any press release or other public disclosure using the name of General Electric Capital Corporation or any of its affiliates or referring to this Agreement without at least two (2) business days' prior notice to Lessor and without the prior written consent of Lessor unless (and only to the extent that) Lessee or its affiliate is required to do so under law and then, in any event, such Lessee or affiliate will consult with Lessor before issuing such press release or other public disclosure. Lessee consents to the publication by Lessor of a tombstone or similar advertising material relating to the transactions contemplated by this Agreement.

(h) There is no restriction either express or implied on any disclosure or dissemination of the structure or tax aspects of the transactions contemplated by this Agreement. Further, Lessor acknowledges that it has no proprietary rights to any tax matter or tax idea or to any element of the transaction structure.

(i) A manually signed copy of each Document (as defined in Section 13(a) hereof) (a "Signed Document") may be delivered by facsimile or as a PDF file by electronic mail (E-mail) (either such delivery method being referred to herein as "Electronic Delivery"). If Lessee transmits any Signed Document

by Electronic Delivery, the printed Signed Document as received by Lessor shall be binding on Lessee as if it were manually signed in original; however, no such Signed Document delivered by Electronic Delivery shall be binding against Lessor unless and until manually signed by Lessor. For the purposes of executing any Document, the parties agree that (i) a Signed Document transmitted by Electronic Delivery shall be treated as an original document; (ii) the signature of any party on any such Signed Document shall be considered as an original signature; (iii) such Signed Document shall have the same effect as a counterpart thereof containing original signatures; and (iv) at the request of Lessor, Lessee, who executed such Signed Document and transmitted it by Electronic Delivery, shall provide such original signature to Lessor. No party may raise as a defense to the enforcement of any Signed Document that any signature of a party to such Signed Document was transmitted by Electronic Delivery.

(j) The parties agree that this Agreement and each Schedule constitutes a "Finance Lease" under Uniform Commercial Code Section 2A-103(g). It is the intent of the parties that this Agreement will be a true lease and not a "conditional sale", and that Lessor shall at all times be considered to be the owner of the Equipment for the purposes of all Federal, state, city and local income taxes, and that this Agreement conveys to Lessee no right, title or interest in any of the Equipment except as lessee. Accordingly, Lessee agrees (i) to treat Lessor as the owner of the Equipment, (ii) not to take any actions or positions inconsistent with such treatment on or with respect to any income tax return, and (iii) not to claim any tax benefits available to an owner of the Equipment on or with respect to any income tax return.

(k) LESSEE ACKNOWLEDGES AND CONFIRMS THAT IT HAS NOT RECEIVED ANY TAX, FINANCIAL OR ACCOUNTING ADVICE FROM LESSOR OR SUPPLIER.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Lessor:

General Electric Capital Corporation

By: Claire A. Heide
Name: Claire A. Heide
Title: Duly Authorized Signatory

Lessee:

Clarksdale HMA, LLC

By: James W. Doucette
Name: James W. Doucette
Title: Sr. VP Finance & Treasurer

Legal Entity Type: Limited Liability Company
Jurisdiction of Organization: Mississippi
Mailing Address and Chief Place of Business:
1970 HOSPITAL DRIVE
CLARKSDALE, MS 38614



**EQUIPMENT SCHEDULE
DATED AS OF 04/21/2014
TO MASTER LEASE AGREEMENT
DATED AS OF 04/21/2014**

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of the Master Lease Agreement identified above ("Agreement," said Agreement and this Schedule being collectively referred to as the "Lease"). Except as provided herein, capitalized terms not defined herein shall have the meanings assigned to them in the Agreement. This Schedule constitutes a separate instrument of lease.

1. **EQUIPMENT:** Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "Equipment")

Number Of Units	Site	Supplier/ Manufacturer	Model, VIN #, Unit # and/or Type Of Equipment
1	NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER 1970 HOSPITAL DR CLARKSDALE, MS 38614	GE HEALTHCARE	GE Optima CT660 64 Slice System (\$741,409.45)

2. **TERMS AND RENTALS:**

A. **Term of Schedule:** 60 months. The term of this Schedule will commence on the Lease Commencement Date specified in the "Lease, Term and Rent Payments" section of the Agreement and continue for the term specified immediately above, subject to and in accordance with the terms and conditions of this Schedule. In the event that the Lease Commencement Date does not occur on or prior to 08/13/2014, Lessor may at anytime thereafter, at its option, by written notice to Lessee, terminate this Schedule, after which termination this Schedule shall be of no further force or effect.

B. **Advance Rental:** \$0.00.

C. **Monthly Rental:** 60 month(s) at \$11,086.40, plus all applicable taxes. All payments will be in arrears. In states assessing upfront sales and use tax, your Monthly Rentals will be adjusted to include the applicable sales and use tax amortized over the Term using a rate that preserves Lessor's economic yield for the transaction described in the Lease. Lessee's payment of Monthly Rentals to Lessor will be in accordance with the "Lease, Term and Rent Payments" section of the Agreement. The Monthly Rental payments reflect the Five (5) Year Swap Rate of 1.81% (the "Initial Swap Rate"). Lessor reserves the right to adjust such payments on the Lease Commencement Date based on the number of basis points that the Swap Rate has changed from the Initial Swap Rate, or for other changes in market conditions as determined by Lessor in its sole discretion. In the event that any adjustment to the Monthly Rental payments is required to be made pursuant to this paragraph, Lessor may elect that no adjustment be made to the First Monthly Rental (as defined below) due hereunder, but rather that each Monthly Rental payment following the First Monthly Rental be adjusted to reflect the adjustment required to be made pursuant to this paragraph, as well as to reflect that no adjustment will be made to the First Monthly Rental. As used herein, "First Monthly Rental" shall mean the first Monthly Rental payment due under this Schedule which is greater than zero (\$0) dollars. Interest shall be calculated on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30)-day months for the actual number of days occurring in the period for which interest is payable.

(1) **"Swap Rate"** means the interest rate for swaps that most closely approximates the initial term of this Schedule as published on the date selected by Lessor, which date shall be no earlier than seven (7) business days immediately preceding the Lease Commencement Date, by the Federal Reserve Board in the Federal Reserve Statistical Release H.15 entitled "Selected Interest Rates" currently available online at <http://www.federalreserve.gov/releases/h15/update/> or such other nationally recognized reporting source or publication as Lessor may specify.

D. **Interim Rent:** If the Lease Commencement Date is not the 1st or the 15th of any calendar month (a "Payment Date"), the initial Term shall be extended by the number of days between the Lease Commencement Date and the Payment Date which occurs after the Lease Commencement Date (the "Interim Rent Period"). Lessee shall pay interim rent for the Interim Rent Period. The interim rent will be due on the first payment due date and calculated as the Average Daily Rental Payment times the number of days in the Interim Rent Period. For purposes of this calculation, the "Average Daily Rental Payment" shall equal the aggregate Monthly Rental payments due under the Term of this Schedule divided by the product of the total number of Monthly Rentals times 30.

E. **Property Tax:** Lessee agrees that it will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to the Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense. Lessee's obligations under this paragraph shall survive any expiration or termination of this Schedule. Nothing in this paragraph shall be deemed to prohibit Lessee from reporting, for informational purposes only and to the extent required under applicable law, that it leases the Equipment.

3. **ARTICLE 2A NOTICE:** IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE PERSON(S) SUPPLYING THE EQUIPMENT IS REFERENCED IN SECTION 1

ABOVE (THE "SUPPLIER(S)"), (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY THE SUPPLIER, WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

4. **STIPULATED LOSS TABLE:** The Stipulated Loss Value for any unit of Equipment shall be the Lessor's capitalized cost of such unit (as referenced in the Stipulated Loss Table to be delivered by Lessor to Lessee) multiplied by the appropriate percentage derived from a Stipulated Loss Table. In the event that the Lease is for any reason extended, then the last percentage figure shown in the Stipulated Loss Table shall control throughout any such extended term.

5. Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

6. Any modified or additional terms and conditions of this Schedule are set forth in the following attachments to this Schedule:

7. A manually signed copy of the Agreement, this Schedule and each document executed in connection herewith or therewith (each, a "Signed Document") may be delivered by facsimile or as a PDF file by electronic mail (E-mail) (either such delivery method being referred to herein as "Electronic Delivery"). If Lessee transmits any Signed Document by Electronic Delivery, the printed Signed Document as received by Lessor shall be binding on Lessee as if it were manually signed in original; however, no such Signed Document delivered by Electronic Delivery shall be binding against Lessor unless and until manually signed by Lessor. For the purposes of executing any Document, the parties agree that (i) a Signed Document transmitted by Electronic Delivery shall be treated as an original document; (ii) the signature of any party on any such Signed Document shall be considered as an original signature; (iii) such Signed Document shall have the same effect as a counterpart thereof containing original signatures; and (iv) at the request of Lessor, Lessee, who executed such Signed Document and transmitted it by Electronic Delivery, shall provide such original signature to Lessor. No party may raise as a defense to the enforcement of any Signed Document that any signature of a party to such Signed Document was transmitted by Electronic Delivery.

Lessor:

Lessee:

General Electric Capital Corporation

CLARKSDALE HMA, LLC

By: Claire A. Heide
Name: Claire A. Heide
Title: Duly Authorized Signatory

By: James W. Doucette
Name: James W. Doucette
Title: Sr. VP Finance & Treasurer

**GE****Healthcare Financial Services**

Internal Contract Ref. # 9752116-001

Internal Order Ref. # 4192032

STIPULATED LOSS TABLE

Lessee Name: Clarksdale HMA, LLC

Equipment Description: GE Optima CT660 64 Slice System

Lessor's Capitalized Cost: \$741,409.45

Number of Months	Stipulated loss Value % of Lessor's Capitalized Cost
1	107.09
2	105.98
3	104.87
4	103.76
5	102.63
6	101.51
7	100.38
8	99.24
9	98.10
10	96.95
11	95.80
12	94.65
13	93.48
14	92.32
15	91.14
16	89.96
17	88.78
18	87.59
19	86.39
20	85.19
21	83.98
22	82.77
23	81.55
24	80.32
25	79.07
26	77.82
27	76.57
28	75.30
29	74.03

30	72.75
31	71.46
32	70.15
33	68.85
34	67.54
35	66.22
36	64.90
37	63.57
38	62.24
39	60.90
40	59.56
41	58.22
42	56.88
43	55.50
44	54.14
45	52.77
46	51.39
47	50.01
48	48.63
49	47.23
50	45.84
51	44.45
52	43.04
53	41.63
54	40.22
55	38.77
56	37.33
57	35.89
58	34.44
59	33.00
60	31.56

EXHIBIT D

8465391 Lease

[See Attached]



**GE Capital
Healthcare Financial Services**

Internal Contract Ref. #8465391002
Internal Order Ref. # 0002888861

**LEASE AGREEMENT (QUASI)
DATED AS OF 08/02/2017**

Customer's Legal Name and Billing Address ("Lessee")	Equipment Site (If different)
Name: Health Management Associates, Street Address / City, State, Zip: NW REGIONAL MEDICAL CTR 1970 HOSPITAL DRIVE CLARKSDALE, MS - 38614	Name: Health Management Associates, Address: 1970 HOSPITAL DR City, State, Zip: CLARKSDALE,MS,38614

Subject to the terms and conditions set forth below and on the following pages, and subject to credit approval, GE HFS, LLC ("Lessor"), agrees to lease to Lessee the Equipment described below, at the above Equipment Site.

Number Of Units	Supplier/ Manufacturer	Lessor's Capitalized Cost	Model, VIN #, Unit # and/or Type Of Equipment
1	GE	\$49,500.00	GE ESSENTIAL MAMMOGRAPHY

A. **TERM; MONTHLY PAYMENT:** The Term of this Agreement shall be 36 months. The Monthly Payments shall consist of 36 monthly payments of \$1,591.22 each. Each Monthly Payment shall be due in Arrears, with the first such payment due on October 01, 2017. In states assessing upfront sales and use tax, your Monthly Payments will be adjusted to include the applicable sales and use tax amortized over the Term using a rate that preserves Lessor's economic yield for the transaction described in this Agreement.

B. **DOCUMENTATION FEE:** \$0.00 (will be billed on first invoice)

C. **EXEMPT FROM STATE SALES & USE TAX?** If Lessee claims exemption, Lessee must deliver copy of Tax Exempt Certificate with documents to ensure billing accuracy.

D. Lessee agrees that it will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to the Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense. Nothing in this paragraph shall be deemed to prohibit Lessee from reporting, for informational purposes only and to the extent required under applicable law, that it leases the Equipment.

UCC ARTICLE 2A NOTICE; DISCLAIMER OF FINANCIAL LESSOR: THIS AGREEMENT IS A "FINANCE LEASE" AS DEFINED UNDER UNIFORM COMMERCIAL CODE ("UCC") SECTION 2A-103. LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE AGREEMENT: (A) THE SUPPLIER SUPPLYING THE EQUIPMENT IS IDENTIFIED ABOVE, (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES PROVIDED TO LESSOR BY SUPPLIER WITH RESPECT TO THE EQUIPMENT, AND (C) LESSEE MAY COMMUNICATE WITH THE SUPPLIER AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF PROMISES OR WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THIS AGREEMENT. LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFIT OR REVENUE.

AMENDMENT AND RESTATEMENT; NO NOVATION: This Agreement amends and restates in its entirety that certain Equipment Schedule, dated as of 07/30/2015 (Contract No. 8465391002), by and between the parties hereto (the "Original Schedule"). The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the rights or obligations under the Original Schedule, all of which shall continue in full force and effect as modified hereby. Notwithstanding the foregoing, the occurrence of the Lease Commencement Date (as defined herein) shall be an express condition precedent to the effectiveness of this Agreement, it being understood that, until the occurrence of the Lease Commencement Date, the

terms and conditions of the Original Schedule shall remain in full force and effect.

AUTODRAFTING: If and to the extent that, in the Original Schedule, Lessee authorized Lessor to initiate debit entries for Lessee's payment of any amounts due under the Original Schedule and/or any service contracts relating to the Equipment described therein from an account, the terms and conditions in the Original Schedule relating to such authorization, including those pursuant to which Lessor is authorized to so debit such account, are hereby incorporated in this Agreement by reference as though fully set forth herein. Lessee hereby authorizes Lessor to initiate debit entries for Lessee's payment of any amounts due hereunder from such account, and hereby authorizes the financial institution at which such account is maintained to debit such account with such amounts, in each case pursuant to such terms and conditions.

In addition to the business terms set forth on the preceding page, Lessor, Lessee and Supplier (if applicable) agree to the following terms and conditions:

1. **TERM:** The "Term" of this Agreement shall begin on 09/01/2017 (the "Lease Commencement Date") and will continue for the Term specified on the previous page. Lessee hereby certifies that (i) the Equipment has been delivered and received, has been fully assembled as required, has been examined and/or tested, is in good order and operating condition, and is in all respects satisfactory and (ii) Lessee has irrevocably accepted the Equipment unconditionally.

2. **TRANSPORTATION AND RISK OF LOSS:** Supplier will ship Equipment to the Equipment Site according to terms agreed to by Supplier and Lessee. Lessor bears no responsibility for transportation or risk of loss.

3. **NET LEASE; PAYMENT OBLIGATIONS; INDEX RATE:** (a) This Agreement is a net lease and is non-cancelable. Lessee's obligation to pay all Monthly Payments and other amounts due to Lessor (under this Agreement or otherwise, collectively referred to as "Obligations") is unconditional. The Monthly Payments are calculated using a lease rate factor (the "Lease Rate Factor"). The Lease Rate Factor is calculated, in part, using an interest rate based on the per annum rate of interest published periodically by the Board of Governors of the Federal Reserve System in Federal Reserve statistical release H.15 entitled "Selected Interest Rates" as the rate for Treasuries with a maturity term that most closely approximates the Term of this Agreement (the "Index Rate"). If the Index Rate changes after the date this Agreement was first delivered to you (the "Initial Quote Date") but before the Lease Commencement Date, the Lease Rate Factor and the Monthly Payments may be adjusted based on the number of basis points that the Index Rate has changed from the Initial Quote Date. Lessor will notify Lessee if the Lease Rate Factor changes.

(b) Lessee must pay all Obligations to Lessor, even if any defect in, damage to, or loss of use of, any unit of Equipment occurs for any reason (in any case, "Equipment Loss"). Any claims for Equipment Loss or for breach by Supplier of any applicable service or warranty obligations can only be pursued against the Supplier. Lessee cannot withhold or set off any amounts owing to Lessor because of claims that Lessee may have against Supplier or any other manufacturer or service provider. Lessor shall assess a late charge of five percent (or the lawful maximum, whichever is less) to all amounts more than ten days past due.

4. **TAXES:** Unless prohibited by law and except to the extent as otherwise provided in paragraph D (if applicable) on the first page of this Agreement, Lessee will timely report and pay all taxes, fees and assessments due, imposed, assessed or levied against any Equipment or this Agreement (collectively "Taxes") except for Taxes on the net income of Lessor. Lessee will promptly reimburse Lessor (on an after tax basis) for any Taxes charged to or assessed against Lessor. Lessee shall show Lessor as the owner of the Equipment on all tax reports or returns (other than income tax reports or returns), and send Lessor a copy of each report or return and evidence of Lessee's payment of Taxes upon request by Lessor.

5. **USE, OPERATION AND MAINTENANCE:** (a) Lessee will (i) use the Equipment in a manner complying with all applicable laws, regulations and insurance policies, (ii) keep the Equipment free and clear of all liens, (iii) not, without the prior written consent of Lessor, move any Equipment from the Equipment Site and (iv) except as may be provided in any applicable Support Rider, be responsible for maintenance of all Equipment (at Lessee's expense) in good operating order in accordance with the manufacturer's recommendations.

(b) All additions, parts, supplies, accessories, and equipment ("Additions") furnished or attached to any Equipment that are not readily removable shall become the property of Lessor. Lessee will not attach or install any Equipment to or in any other personal or real property without the prior written consent of Lessor. If Lessor

requests, Lessee shall affix plates, tags or other identifying labels identifying Lessee as owner and showing Lessor's security interest.

6. **INSURANCE:** Lessee shall at its own expense maintain casualty insurance on the Equipment with carriers acceptable to Lessor for an amount equal to the higher of the Casualty Value and the full replacement cost of the Equipment, and against such hazards as Lessor may require, with losses under the policies payable to Lessor or its assigns, if any, and liability insurance (minimum of \$2,000,000.00) for personal injuries, death and/or property damages on terms satisfactory to Lessor, in each case naming Lessor as an additional insured.

7. **LOSS OR DAMAGE; CASUALTY VALUE.** Lessee assumes the risk of any disappearance of or damage to any part of the Equipment from any cause whatsoever. Within ten days of learning of any circumstance where the Equipment is, in Lessee's reasonable opinion, irreparably damaged or permanently unfit for use ("Casualty") Lessee will provide Lessor details of the Casualty and will pay to Lessor an amount equal to (i) the sum of all future Monthly Payments payable for the Equipment, discounted to its net present value at a simple interest rate equal to four percent (4%) per annum (or if not permitted by applicable law, the lowest permitted rate) ("Casualty Value"), plus (ii) any other amounts due under the Agreement. Monthly Payments will continue to accrue until Lessor receives the Casualty Value and all other amounts then due under the applicable Lease, at which time the Lease will terminate. At Lessor's request, Lessee will sell the Equipment on an "AS IS, WHERE IS" basis without representation or warranty, and to remit to Lessor any sales or insurance proceeds received (less any sums paid by Lessee as Casualty Value).

8. **DEFAULT AND REMEDIES:** (a) Lessor may declare Lessee in default under this Agreement if: (i) Lessee fails to pay any Obligations within ten days of the due date; (ii) Lessee breaches any other representations, warranties or obligations under this Agreement (including the credit application) and fails to cure that breach within 30 days after written notice from Lessor; (iii) Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") becomes insolvent or ceases to do business as a going concern; (iv) any individual Guarantor dies or is declared incompetent; (v) a bankruptcy petition is filed by or against Lessee or any Guarantor and in the event of an involuntary petition, the petition is not dismissed within 45 days of the filing date; (vi) any material adverse change occurs in Lessee's financial condition or any material change occurs in the ownership of Lessee; or (vii) Lessee (or an affiliate) defaults under any other agreement or contract with Lessor.

(b) Upon the occurrence of one or more of the above events of default, Lessor may do one or more of the following: (i) declare all Obligations (including the Monthly Payments payable for the remainder of the Term) under this Agreement immediately due and payable; (ii) require Lessee to return the Equipment and/or (iii) pursue any other remedy available at law or in equity. If Lessee fails to promptly return the Equipment upon demand by Lessor, Lessor may peacefully take possession of the Equipment without notice to or consent of Lessee. Waiver of any default shall not be a waiver of any other or subsequent default.

(c) If Lessor incurs any actual attorney's fees or other costs and expenses in connection with the enforcement, assertion, defense or preservation of Lessor's rights and remedies under this Agreement, Lessee shall pay all of such fees, costs or expenses to Lessor, or if prohibited by law, such lesser sum as may be permitted.

9. **INDEMNIFICATION:** Lessee shall indemnify and hold Lessor, its agents, employees, successors and assigns harmless from and against any and all claims and losses, including legal expenses, of whatsoever kind arising out of or relating to the Equipment or this

Agreement ("Claims"), including, but not limited to Claims arising out of (a) the selection, manufacture, or purchase of Equipment, the ownership of Equipment during the term of this Agreement, and the delivery, possession, maintenance, and operation of Equipment (including any claim for patent, trademark or copyright infringement or environmental damage) or (b) the condition of Equipment sold or disposed of after use by Lessee, any sublessee or employees of Lessee. Lessee shall, upon Lessor's request, defend any actions based on, or arising out of, any of the foregoing.

10. **PURCHASE OPTION:** So long as Lessee is not in default under this Agreement, at lease expiration Lessee may purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for \$1.00, plus all applicable taxes.

11. **REMOVAL AND RETURN OF EQUIPMENT:** If this Agreement is terminated prior to its scheduled expiration date, Lessee will arrange for the removal and return of the Equipment (together with all operating manuals) to a place designated by Lessor within the Continental United States of America; provided, however, that Lessor, in its sole discretion, may require that an authorized Supplier's representative or alternative service provider approved by Lessor de-install and crate the Equipment. Lessee shall bear all such removal and return costs, including transportation. Lessee will return the Equipment to Lessor or its assigns upon early termination of this Agreement in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order and condition, operable in accordance with Supplier's and, if different, the manufacturer's then prevailing performance specifications. All waste material and fluid must be removed from the Equipment and disposed of by Lessee in accordance with all then applicable waste disposal laws. Until the Equipment is delivered to the return location designated by Lessor (a) Monthly Payments shall continue to accrue and be payable, and (b) Lessee continues to bear all risk of loss.

12. **ASSIGNMENT:** LESSEE SHALL NOT SELL, ASSIGN, ENCUMBER OR SUBLET ANY EQUIPMENT OR THE INTEREST OF LESSEE IN THE EQUIPMENT OR THE RIGHTS OR OBLIGATIONS OF LESSEE UNDER THIS AGREEMENT WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. Lessor and any of its assignees may, without the consent of Lessee, assign this Agreement or the right to enter into this Agreement. Upon receipt of written notice of an assignment from Lessor, Lessee will pay all Monthly Payments and all other amounts payable under this Agreement to such assignee or as instructed by Lessor. Lessee waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim that Lessee has or may at any time have against Lessor.

13. **PROTECTED HEALTH INFORMATION:** Lessee shall not disclose any Protected Health Information to Lessor during the Term. Prior to Lessor obtaining possession of the Equipment, whether by event of default, termination of this Agreement, or otherwise, Lessee shall purge and/or remove any and all Protected Health Information from that part of the Equipment, including from any related hardware or software, and ensure that the transfer of the Equipment shall not result in Disclosure of any Protected Health Information. "Protected Health Information" and "Disclosure" have the meanings set forth in 45 C.F.R. § 164.501.

14. **OWNERSHIP FOR TAX PURPOSES; GRANT OF SECURITY INTEREST:** (a) Upon execution of this Agreement, for federal income tax purposes, the Lessor shall be deemed to have sold the Equipment to Lessee on an AS IS, WHERE IS BASIS, and the parties intend that Lessee shall be considered the owner of the Equipment. Accordingly, Lessor agrees (i) to treat Lessee as the owner of the Equipment on its federal income tax return, (ii) not to take actions or positions inconsistent with such treatment on or with respect to its federal income tax return, and (iii) not to claim any tax benefits available to an owner of the Equipment on or with respect to its federal income tax return; provided, however, that Lessor shall not be deemed to have violated the foregoing taking a tax position inconsistent with the foregoing sentence to the extent such a position is required by law or is taken through inadvertence so long as such inadvertent tax position is reversed by Lessor promptly upon its discovery.

(b) Lessee grants to Lessor, its successors and assigns, a first priority security interest in and against the Equipment and in and against all additions, attachments, accessories and accessions to such property, all substitutions, replacements or exchanges therefore, and all

insurance and/or other proceeds thereof. This security interest is given to secure the payment and performance of all debts, obligations and liabilities of any kind whatsoever of Lessee to Lessor, now existing or arising in the future and any renewals extensions and modifications of such debts, obligations and liabilities. Lessee hereby authorizes Lessor to perfect such interest by filing a financing statement and amendments describing the Equipment and containing any other information required by the applicable UCC.

15. **USURY SAVINGS:** It is the intention of the parties hereto to comply with any applicable usury laws to the extent that this Agreement is determined to be subject to such laws. Accordingly, it is agreed that, notwithstanding any provision to the contrary in this Agreement, in no event shall this Agreement require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. If any such excess interest is contracted for, charged or received under this Agreement, or in the event that all of the principal balance shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under this Agreement shall exceed the maximum amount of interest permitted by applicable law, then in such event (a) the provisions of this paragraph shall govern and control, (b) neither Lessee nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by applicable law, (c) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal balance or refunded to Lessee, at the option of the Lessor, and (d) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under applicable

16. **MISCELLANEOUS:** (a) **LESSEE AND LESSOR UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT.**

(b) Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement. If more than one Lessee is named in this Agreement, the liability of each shall be joint and several. All required notices shall be deemed adequately given if sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have specified in writing by notice as prescribed in this Agreement. This Agreement and any addenda and annexes constitute the entire agreement of the parties with respect to the subject matter hereof. **LESSEE AUTHORIZES LESSOR (WITHOUT ANY FURTHER NOTICE TO LESSEE) TO INSERT ANY MISSING INFORMATION OR TO CORRECT OBVIOUS ERRORS (INCLUDING WITHOUT LIMITATION ANY ERRORS WITH RESPECT TO LESSEE'S CORRECT LEGAL NAME) BUT NO OTHER VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.**

(c) This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed in accordance with the internal laws of the State of Wisconsin (without regard to its conflict of laws principles), regardless of the location of the Equipment.

(d) Lessee has not received any tax or accounting advice from Lessor and Lessor shall in no event have any liability for Lessee's failure to secure any particular tax benefits or accounting treatment related to the Equipment or this Agreement.

(e) The terms of this Agreement that by their nature are intended to survive its expiration, including, without limitation, provisions regarding "Taxes", "Default and Remedies", "Indemnification" and "Disclaimer" will continue in full force and effect after the expiration or termination of this Agreement.

(f) This Agreement and any related documents may be authenticated by manual signature, facsimile or, if approved in writing by Lessor, electronic means, all of which shall be equally valid.

IMPORTANT: BEFORE YOU SIGN THIS AGREEMENT, READ IT CAREFULLY. BY SIGNING BELOW, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE A COMMITMENT TO PROVIDE FINANCING UNTIL LESSOR SIGNS IT.

Lessor:

GE HFS, LLC

By: Jason D McKinney

Name: Jason D McKinney

Title: Duly Authorized Signatory

Lessee:

Health Management Associates, Inc.

By: Edward W Lomicka

Name: Edward W Lomicka

Title: Vice President and Treasurer

Lessee shall return a signed copy of this Agreement to GE Healthcare Financial Services, 20225 Watertown Blvd, Brookfield, WI, 53045, Attn: Patrick Tobiasz.

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05678 Clarksdale Regional Medical Center Inc.](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6824813)

Claim No: 36

Status:

GE HFS, LLC

Original Filed

Filed by: CR

c/o Kutak Rock LLP

Date: 01/18/2019

Entered by: admin

Attn: Lisa M. Peters, Esq.

Original Entered

Modified:

1650 Farnam Street

Date: 01/18/2019

Omaha, NE 68102

Amount claimed: \$545996.15

History:

[Details](#) [36-1](#) 01/18/2019 Claim #36 filed by GE HFS, LLC, Amount claimed: \$545996.15 (admin)

Description:

Remarks:

Claims Register Summary

Case Name: Clarksdale Regional Medical Center Inc.

Case Number: 3:18-bk-05678

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$545996.15
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		