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

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 Clair	m						
1.Who is the current creditor?	LEAF Capital Funding, LLC						
	Name of the current creditor (the person or entity to be pa	aid for this claim)					
	Other names the creditor used with the debtor						
2.Has this claim been acquired from someone else?	 ☑ No ☑ Yes. From whom? 						
3.Where should notices	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)					
and payments to the creditor be sent?	LEAF Capital Funding, LLC	Leaf Capital Funding, LLC					
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name	Name					
	Brittany Ogden, Quarles & Brady LLP 33 E. Main Street, Suite 900 Madison, WI 53703	2005 Market Street 14th Floor					
	Widelson, WI 55765	Philadelphia, PA 19103					
	Contact phone608-251-5000	Contact phone					
	Contact email Brittany.Ogden@quarles.com	Contact email					
	Uniform claim identifier for electronic payments in chapt	er 13 (if you use one):					
4.Does this claim amend one already filed?	 ☑ No ☑ Yes. Claim number on court claims registry (if known) 	own) Filed on					
		MM / DD / YYYY					
5.Do you know if anyone else has filed a proof of claim for this claim?	Yes. Who made the earlier filing?						
Official Form 410	Proof of Claim	page 1					

6.Do you have any number you use to identify the debtor?		It the Claim as of the Date t No Yes. Last 4 digits of the debtor's a			to identify th	ne debtor:
7.How much is the claim?	\$		Does this a ❑ No	mount includ	le interes	t or other charges?
		E	Yes. Atta other ch	ach statement arges required	itemizing I by Bankr	interest, fees, expenses, or uptcy Rule 3001(c)(2)(A).
8.What is the basis of the claim?	dea Ban Limi	mples: Goods sold, money lo th, or credit card. Attach reda kruptcy Rule 3001(c). t disclosing information that i Master Lease Agreement lis	cted copies s entitled to	s of any docum o privacy, such	nents supp	porting the claim required by
9. Is all or part of the claim secured?		Yes. The claim is secured by Nature of property: Real estate. If the clair	m is secure Claim Attac	d by the debto		al residence, file a <i>Mortgage</i> 9–A) with this <i>Proof of Claim</i> .
		Basis for perfection:	UCC	C Filings		
		Attach redacted copies of d interest (for example, a mor document that shows the lie	rtgage, lien	, certificate of	title, finand	ce of perfection of a security cing statement, or other
		Value of property:	\$	69930.72		_
		Amount of the claim that i secured:	is <u></u> \$	69930.72		_
		Amount of the claim that unsecured:	is <u></u>	25715.78		(The sum of the secured and —unsecured amounts should match the amount in line 7.)
		Amount necessary to cure date of the petition:	e any defa	ult as of the	\$	
		Annual Interest Rate (whe	n case was	s filed)		%
		☑ Fixed □ Variable				
10.Is this claim based on a lease?		No Yes. Amount necessary t o	o cure any	default as of	the date of	of the petition.\$
11.Is this claim subject to a right of setoff?		No Yes. Identify the property:				
Official Form 410		Pro	oof of Claim			page 2

12.Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?		No Yes. <i>Check all that a</i> p	oply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example		Domestic support of under 11 U.S.C. § 5	bligations (including alimony and child support) 507(a)(1)(A) or (a)(1)(B).	\$
in some categories, the law limits the amount entitled to priority.	7,	Up to \$2,850* of de property or services U.S.C. § 507(a)(7).	posits toward purchase, lease, or rental of s for personal, family, or household use. 11	\$
		□ Wages, salaries, or 180 days before the	commissions (up to \$12,850*) earned within bankruptcy petition is filed or the debtor's chever is earlier. 11 U.S.C. § 507(a)(4).	\$
			owed to governmental units. 11 U.S.C. §	\$
		Contributions to an	employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
		Other. Specify subs	section of 11 U.S.C. § 507(a)(_) that applies	\$
		* Amounts are subject to ad of adjustment.	justment on 4/01/19 and every 3 years after that for case	es begun on or after the date
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.	I unduthe au I have and c I decl Exer	I am the trustee, or the I am a guarantor, suref erstand that an authorized si mount of the claim, the credi e examined the information is orrect. are under penalty of perjury cuted on date <u>1/1</u> MM Brian Kestenbaum ature	rney or authorized agent. e debtor, or their authorized agent. Bankruptcy I ty, endorser, or other codebtor. Bankruptcy Rul ignature on this Proof of Claim serves as an acknowledg tor gave the debtor credit for any payments received tow n this Proof of Claim and have a reasonable belief that th that the foregoing is true and correct. 18/2019 // DD / YYYY n who is completing and signing this claim: Brian Kestenbaum	le 3005. ment that when calculating ard the debt.
	Title		First name Middle name Last name Vice President	
	Con	npany	LEAF Capital Funding, LLC	
	Add	ress	Identify the corporate servicer as the company if the at 2005 Market Street, 14th Floor	uthorized agent is a servicer
			Number Street Philadelphia, PA 19103	
	Con	tact phone 267-402	City State ZIP Code 2–4500 Email	

Official Form 410

Proof of Claim

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

IN RE:

Clarksdale Regional Medical Center, Inc.

CHAPTER 11

DEBTOR

CASE NO. 18-BK-05678

SCHEDULE ONE TO PROOF OF CLAIM

As of August 24, 2018 (the "Petition Date"), Clarksdale Regional Medical Center, Inc. ("Debtor"), was indebted to Secured Creditor LEAF Capital Funding, LLC ("LEAF") in an amount not less than Ninety-Five Thousand and Six Hundred and Forty-Six and Fifty Cents (\$95,646.50), consisting of amounts owed under a Master Lease Agreement between Debtor and LEAF, and other recoverable costs as of the Petition Date, plus post-petition attorneys' fees and collection costs, and other recoverable costs allowed under the Bankruptcy Code, in a yet determined amount, calculated as follows:

I. Parties

1. LEAF is a Delaware limited liability company.

2. Debtor is a corporation with a principal place of business at 1970 Hospital Dr., Clarksdale, MS 38614, upon information and belief.

3. Debtor, acting through counsel, filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), on the Petition Date.

II. Collateral and LEAF's Purchase Money Security Interests

4. On or about January 31, 2018, Debtor executed a Master Lease Agreement in favor of VAR Technology Finance for the lease of certain equipment (the "Master Lease

Agreement"). The equipment purchased is outlined in the attachment to the First Finance Agreement (the "Master Lease Agreement Equipment"). A true and correct copy of the Master Lease Agreement is attached hereto as <u>Exhibit A</u>.

5. Pursuant to the Master Lease Agreement, Debtor granted VAR Technology Finance a first priority security interest in the Master Lease Agreement Equipment, which LEAF properly perfected by filing a UCC Financing Statement with the Tennessee Secretary of State on March 1, 2018 as Document No. 20182537969A. A true and correct copy of the UCC Financing Statement is attached hereto as <u>Exhibit B</u> and is incorporated herein by reference.

6. The Master Lease Agreement was done through private label equipment financing between LEAF and VAR Technology. LEAF owns the Master Lease Agreement and properly perfected its security interest in the Master Lease Agreement Equipment.

III. Amounts Owed and Secured Portion

7. The unpaid indebtedness due and owing under the Master Lease Agreement includes the following:

Collection expenses:	\$325.00			
Late charges:	\$2080.53			
Remaining payments:	\$85,332.47			
Past due payments:	\$7,918.50			

8. The total herein does not include LEAF's post-petition costs and expenses of collection, to which LEAF is entitled pursuant to the terms of the foregoing documents, 11 U.S.C. §502, and *Ogle v. Fidelity & Deposit Co. of Maryland*, 586 F.3d 143 (2nd Cir. 2009), and *In re SNTL Corp.*, 571 F.3d 826 (9th Cir. 2009).

9. The Proof of Claim lists the secured portion of the claim as \$69,930.72. This amount reflects the current best estimate of the value of the Master Lease Agreement Equipment. LEAF calculated this value by taking 75% of the total amount of the lease payments currently due under the Master Lease Agreement. LEAF continues to work to ascertain the value of the Master Lease Agreement Equipment and reserves the right to amend and supplement the Proof of Claim if LEAF ascertains a different value of the Master Lease Agreement Equipment.

III. Reservation of Rights

10. LEAF reserves the right to amend and supplement this Proof of Claim (including filing additional evidence in support of this claim) or to file additional claims, including, without limitation, all other claims at law or in equity. LEAF also reserve all rights accruing to them, and the filing of this Proof of Claim is not intended to be and shall not be construed as:

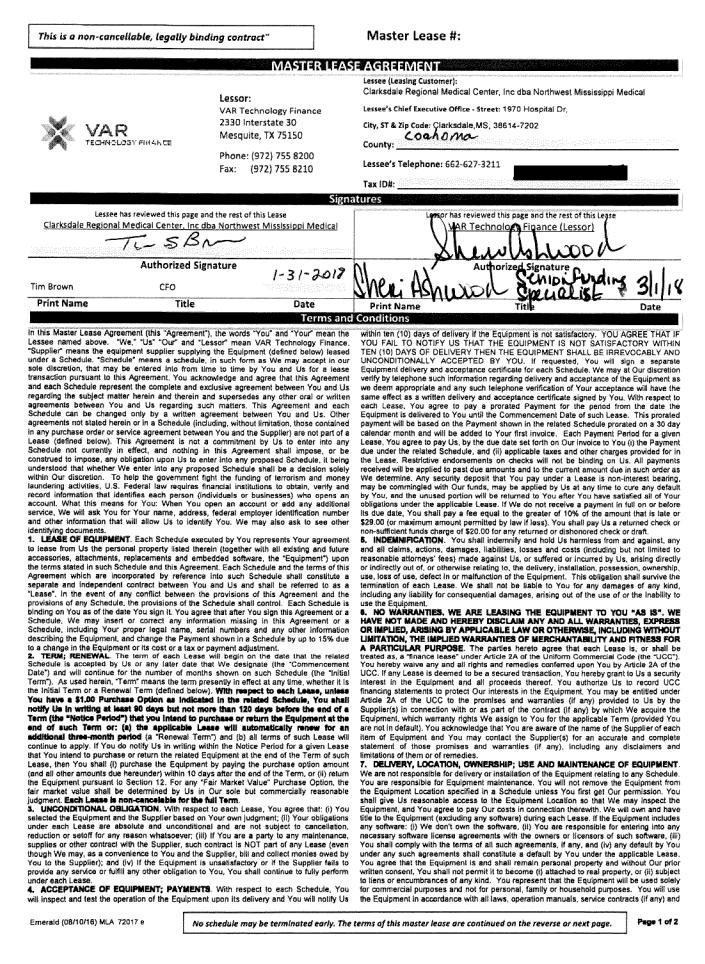
- (a) An election of a remedy;
- (b) A waiver of any past, present, or future defaults or events of default; or
- (c) A waiver or limitation of any rights of Creditors.

Dated: January <u>/8</u>, 2019.

Respectfully submitted,

LEAF Capital Funding, LLC

3 Jul



Case 3:18-bk-05678 Claim 39-1 Part 3 Filed 01/18/19 Desc Attachment 2 Page 1 of 4

insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition"). **b. LOSS; DAMAGE; INSURANCE.** You shall, at all times during each Lease, (i) bear the

risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property insurance and/or Liability Insurance in such forms and amounts from an insurer of Our insufance and/or clausing insufance in sour lotting and another lotting insufance of our choosing in order to protect Our Interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, bling and tracking fees, charges for Our processing and related fees associated with the Other insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Llability Insurance on Your own. **9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively,

Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"). In which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us. You acknowledge that neither We nor the Supplier are agents of any Assignee. **10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). If You so request, and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Supplier. 11. DEFAULT; REMEDIES. With respect to each Lease, You will be in default if (1) You fail

to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease antempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation. You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or surelies of Your obligations under any Lease (I) go out of business, (III, commence dissolution proceedings, (III) merge or consolidate into another entity, (Iv) sell all or substantially all of Your or their provide thereafter any any approximation of the sure of the sure and the sure and the sure of the sure assets, or there is a change of control with respect to Your or their ownership, (v) become insolvent, admit Your or their Inability to pay Your or their debts, (vi) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), or (vii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or ilquidator. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (Including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 5% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in subclauses "if through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or fallure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

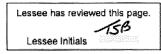
12. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Lease. You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images

or content retained by or resident in any Equipment returned to Us or repossessed by Us. 13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement and each Lease shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement or a Lease, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement or a Lease shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to of Lessor of its Assignee. You nerecy interocably submit generally and uncommunating to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and interocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

14. DOLLAR PURCHASE. This Section only applies to Leases under which You have been granted a \$1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS' for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest In the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any such Lease, You could have purchased the Equipment from the Supplier for a specific cash amount (the "Cash Price"), but instead You hereby choose and agree to purchase the Equipment by paying the Time Price (as defined herein) over the applicable initial Term. The Time Price equals the sum of the Payments shown in the related Schedule, plus \$1.00. If the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest. (ii) the total pre-computed interest scheduled to be paid over the initial Term is to be calculated by subtracting the Cash Price from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments, assuming that each periodic Payment is received by Us on the due date, and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease and/or the Equipment. This Agreement and any Schedules, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of a document that bears Our manually-applied signature and is marked "Original" or with a similar designation by Us or by Our assignee shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is stored in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single Authoritative Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a process has occurred by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authoritative version and a tangible printed version produced that Indicates that it is the sole authoritative version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authoritative Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically. We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that (a) this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule, and (b) You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Customer Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any

Customer Representative is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.



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Emeraid (08/10/16) Red MLA 72017 e

Case 3:18-bk-05678

Claim 39-1 Part 3

of 4

Filed 01/18/19 Desc Attachment 2 Page 2 VAR Technology Finance 2330 Interstate 30 Mesquite, TX 75150 Phone (972) 755 8200 Fax (972) 755 8210 www.vartechnologyfinance.com



Exhibit A

Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this **"Schedule"**) is made and entered into as of the ______ day of _____, ____, by and between VAR **Technology Finance** (hereinafter **"We," "Us"** or **"Our"**) and **Clarksdale Regional Medical Center, Inc dba Northwest Mississippi Medical** (hereinafter **"You"** or **"Your"**). This Schedule is entered into subject to that certain Master Lease Agreement No. (the **"Master Agreement"**) between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the Equipment identified below. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

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

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

Equipment Supplier: VAR Technology Finance

Equipment Location Address: 1970 Hospital Dr., Clarksdale, MS 38614-7202

Initial Term: 36 Months

Commencement Date of this Lease: _____ (completed by Us following Our acceptance of this Schedule)

Lease Payment Option: \$3,506.77 per:

🗌 Year 🔲 Other:

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

First Lease Payment	First and Last Lease I	Payr	ments 🛛 Other: Zero ad	Ivan	ce payments, payments due in arrears
Security Deposit: \$					
Documentation/Processing Fee:	<u>\$75.00</u>				
Purchase Option at end of Origin	ial Term;		None		Fair Market Value as of end of Original Term
		\boxtimes	One Dollar (\$1.00)		Other:
			(au and at the and of the in	استعا	Town If You are in default under the

Quarter

The above equipment purchase options may be exercised by You **only** at the end of the Initial Term. If You are in default under the Master Agreement or this Schedule at the time You desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option.

This Schedule is non-cancelable and may not be terminated early.

VAR Technology Finance		You:Clarksdale Regional Medical Center, inc dba Northweat Miasiasippi Medical				
By:	*Shewilshwood	By:	×TuSBm			
Date:	31-18	Name (Print):	Tim Brown			
		Title:	CFO			
		Date Signed:	1-31-2018			

#7791853 v2 (03/02/16)

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VAR Technology Finance 2330 Interstate 30 Mesquite, TX 75150

Phone 800 347-0628 Fax 972 755-8210 www.vartechnologyfinance.com



Schedule A

Clarksdale Regional Medical Center, Inc dba Northwest Mississippi Medical

Quantity	Manufacturer	Description
25		RUBBERMAID M38E XP LOCKING MODULE
25		Capsa Healthcare 4" Non-Directional Casters - mountingcomponent
25		Capsa Healthcare Tilt-Swivel Monitor Mount - mountingcomponent
25		RUBBERMAID M38E KEYBOARD TILT SWIVEL
25 25		RUBBERMAID M38E SPIRAL PWR CORD SET
25		Capsa Healthcare Mobile Computing Cart Drawers/Bins -mounting component
25		Capsa Healthcare - mounting component
25 25		Capsa Healthcare M38e Chassis-Power-MLift-Elock - cart

Lessee: Clarksdale Regional Medical Center, Inc dba Northwest Mississippi Medical

Signature: TL 5 Bm

Title: CFO

VAR Technology Finance

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS		CT Lien Solutions					
A. NAME & PHONE OF CONTACT AT FILER (optional)	Representation of filing					
Phone: (800) 331-3282 Fax: (818) 662-4141		This filing is Completed					
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@v	File Number : 20182537969A						
	File Date : 01-	Mar-2018					
C. SEND ACKNOWLEDGMENT TO: (Name and Addre	^{ss)} 20875 - LEAF Commercial						
Lien Solutions	62903171						
P.O. Box 29071							
Glendale, CA 91209-9071	MSMS						
	1						
File with: Secretary of S	itate, MS	THE ABOVE SPACE IS F	OR FILING OFFICE U	SE ONLY			
1. DEBTOR'S NAME: Provide only one Debtor name (1a							
name will not fit in line 1b, leave all of item 1 blank, check he	ere and provide the Individual Debtor	information in item 10 of the Financing St	atement Addendum (Form	UCC1Ad)			
1a. ORGANIZATION'S NAME							
CLARKSDALE REGIONAL MEDICAL	CENTER, INC.						
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL N	IAME ADDITIC	NAL NAME(S)/INITIAL(S)	SUFFIX			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTY			
1970 Hospital Dr	Clarksdale	MS	38614-7202	14			
name will not fit in line 2b, leave all of item 2 blank, check he	ere 🔲 and provide the Individual Debtor	information in item 10 of the Financing St	atement Addendum (Form	UCC1Ad)			
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL N	IAME ADDITIC	NAL NAME(S)/INITIAL(S)	SUFFIX			
2c. MAILING ADDRESS	СПУ	STATE	POSTAL CODE	COUNTY			
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE	of ASSIGNOR SECURED PARTY): Provid	de only <u>one</u> Secured Party name (3a or 3	ib)				
3a. ORGANIZATION'S NAME							
LEAF Capital Funding LLC							
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL I	NAME ADDITIC	ADDITIONAL NAME(S)/INITIAL(S)				
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY			
2005 Market Street, 14th Floor	Philadelphia	PA	19103	USA			
4. COLLATERAL: This financing statement covers the follow			10100	00/(
The following items of equipment:	ing collateral.						
[Rubbermaid M38E XP Locking Module and acce	essories including Capsa Attachme	ents]					
In addition, the collateral also shall include all par exchanges (including trade-ins).	ts, accessories, accessions and a	ttachments thereto, and all repla	cements, substitution	s and			

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions)	being administered by a Decedent's Personal Representative
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buye	r Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:	
62903171 431917	
Cace 2:10 bl/ 05670 Claim 20 1 Dart / Lilod 01/10/10 D	oco Attoopmont 2 alloge 1 and

Case 3:18-bk-05678 Claim 39-1 Part 4 Hiled 01/18/19 Desc Attachment baien shoage bax 29071, FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11) Glendale, CA 91209-9071 el (800) 331-3282

iLien Cover Page

Date Printed: 04/06/2018

Debtor: CLARKSDALE REGIONAL MEDICAL CENTER, INC. 1970 Hospital Dr Clarksdale, MS 38614-7202

LEASE NUMBER: 431917 CITY OF FILER: CUSTOMER NAME: NAME OF FILER: Ref5: Ref6: Ref6: Ref7: Law Firm Bill Code:

iLien File #: 67597598 Order Confirmation #: 63586064

UserID: 246622 UserName: MEREDITH FUEMMELER Number of Collateral Pages Attached: 0

Transaction Type: Secured Party Amendment Jurisdiction: MS, Secretary of State

UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS		CT Lien Solutions Representation of fi	lina			
A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141			-			
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com		File Nur	nber : 2	ompleted 0182570434B Apr-2018		
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 20875 - LEAF	Commercial			.p0.0		
Lien Solutions 635860 P.O. Box 29071 Glendale, CA 91209-9071 MSMS	• •					
File with: Secretary of State, MS		THE ABOVE SPA	CE IS FO	OR FILING OFFIC	E USE (ONLY
1a. INITIAL FINANCING STATEMENT FILE NUMBER 20182537969A 3/1/2018 SS MS		1b. This FINANCING STATEM (or recorded) in the REAL Filer: <u>attach</u> Amendment Add	ESTATE	RECORDS	•	
2. TERMINATION: Effectiveness of the Financing Statement identified above is Statement	terminated with	respect to the security interest(s)	of Secure	ed Party authorizing t	nis Termi	nation
 ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, an For partial assignment, complete items 7 and 9 and also indicate affected col 			signor in	item 9		
4. CONTINUATION: Effectiveness of the Financing Statement identified above v continued for the additional period provided by applicable law	with respect to t	he security interest(s) of Secured	Party aut	horizing this Continua	tion State	ement is
5. PARTY INFORMATION CHANGE:	of these three box	res to:				
	E name and/or a	ddress: Complete ADD nam 'a or 7b <u>and</u> item 7c 7a or 7b,	e: Comple	ete itemDELETE i cto be dele		ve record name
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - p			and tom i			
5a. ORGANIZATION'S NAME LEAF Capital Funding LLC						
OR 5b. INDIVIDUAL'S SURNAME	FIRST PERSONA	AL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Char	nge - provide only r	one name (7a or 7b) (use exact, full name; (lo not omit,	modify, or abbreviate any pa	art of the De	ebtor's name)
7a. ORGANIZATION'S NAME VAR RESOURCES LLC						
OR 7b. INDIVIDUAL'S SURNAME						
INDIVIDUAL'S FIRST PERSONAL NAME						
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)						SUFFIX
7c. MAILING ADDRESS	CITY		STATE	POSTAL CODE		COUNTY
2005 Market Street, 14th Floor	Philadelphia		PA	19103		
	collateral	DELETE collateral	ESTATE	covered collateral	L AS	SIGN collateral
Indicate collateral:						

9. NAME OF	SECURED PARTY OF RECORD AUTH	IORIZING THIS AMENDMENT: Provide only one name (9	Ja or 9b) (name of Assignor, if this is an Assignme	nt)					
If this is an	n Amendment authorized by a DEBTOR, check he	re 🔄 and provide name of authorizing Debtor							
9a. ORG/	ANIZATION'S NAME								
	LEAF Capital Funding LLC								
OR 96. INDIV	VIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX					
10. OPTIONA	AL FILER REFERENCE DATA: Debtor Nam	e: CLARKSDALE REGIONAL MEDICAL CENTER	R, INC.						
63586064	431917	172 20 1 Dort 4 Lilod 01/10/10	Deep Attachment 2. Dee						

Case 3:18-bk-05678 Claim 39-1 Part 4 Filed 01/18/19 Desc Attachment by len shage 3:02 20071. FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form USC3) (Rev. 04/20/11) Glendale, CA 91209-907 Fiel (800) 331-3282

MIDDLE DISTRICT OF TENNESSEE Claims Register

3:18-bk-05678 Clarksdale Regional Medical Center Inc.

Judge: Charles M Walker Chapter: 11

Office: Nashville

Trustee:

Chapter: 11 Last Date to file claims: Last Date to file (Govt):

Creditor:(6824938)Claim No: 39LEAF Capital Funding, LLCOriginal FiledBrittany Ogden, Quarles & BradyDate: 01/18/2019LLPOriginal Entered33 E. Main Street, Suite 900Date: 01/18/2019Madison, WI 53703Date: 01/18/2019

Claim No: 39Status:Original FiledFiled by: CRDate: 01/18/2019Entered by: adminOriginal EnteredModified:Date: 01/18/2019Status:

Amount claimed: \$95646.50 Secured claimed: \$69930.72

History:

Details 39-1 01/18/2019 Claim #39 filed by LEAF Capital Funding, LLC, Amount claimed: \$95646.50 (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* \$95646.50

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	\$69930.72	
Priority		
Administrative		