

Fill in this information to identify the case:

Debtor 1 Batesville Regional Medical Center, Inc. - Batesville Regional Physicians, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05676, 18-05681

FILED

NOV 20 2018

Official Form 410

U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN

04/16

Proof of Claim

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>Midtown Market, 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? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Midtown Market, LLC</u> Name <u>P.O. Box 1605</u> Number Street <u>Batesville, MS 38606</u> City State ZIP Code Contact phone <u>662-578-3100</u> Contact email <u>lodenproperties@att.net</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
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 _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 96

7. How much is the claim? \$ 8090.94 - Present
2,564.51 - Amount due at filing of case Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Lease - Have been using old written letter and sent new lease requesting signing

9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No ☒ Yes. Amount necessary to cure any default as of the date of the petition.

\$ 8090.94 - Present
2,564.51 - Amount due at filing of case

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____

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

☒ No

☐ Yes. Check one:

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.

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

* 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 11/15/2018

MM / DD / YYYY

Woody Loden

Signature

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

Name Woody Loden
First name Middle name Last name

Title President

Company Midtown Market, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address P.O. Box 1605
Number Street

Batesville, MS 38606
City State ZIP Code

Contact phone 662-578-3100 Email lodenproperties@att.net

Midtown Market, LLC

P. O. Box 1605
 Batesville, MS 38606
 662-578-3100
 FAX 662-578-3200

Statement**TO:**

Batesville Regional Medical Center, Inc.
 Vince Brummett
 435 Hwy. 6 East
 Batesville, MS 38606



PLEASE RETURN TOP PORTION WITH YOUR REMITTANCE

Billing Period	Statement Date
7/1/18 - 11/9/18	11/9/18

Property	Unit	Type	Acc #
MMLLC	MM-435	Strip Center	96

Previous Balance	Current Charges	Current Credits	Balance Due
2,584.30	12,976.62	-7,469.98	8,090.94

Last Payment	Amount Enclosed
9/25/18 14060 \$2320.23	

DATE	TRANSACTION DESCRIPTION			AMOUNT
	Previous Balance			2,584.30
07/01/18	Rent Charge			2,320.23
07/06/18	Late Charge			245.22
07/25/18	Payment Received - Thank You	13809	June Rent/Late Fee	-2,584.30
08/01/18	Rent Charge			2,320.23
08/07/18	Late Charge			244.28
08/09/18	Payment Received - Thank You	13853	July Rent/Late Fee	-2,565.45
09/01/18	Rent Charge			2,320.23
09/06/18	Late Charge			244.24
09/25/18	Payment Received - Thank You	14060	Aug. Rent	-2,320.23
10/01/18	Rent Charge			2,320.23
10/08/18	Late Charge			256.45
11/01/18	Rent Charge			2,320.23
11/06/18	Late Charge			385.28

COMMENTS

Midtown Market, LLC

P. O. Box 1605
Batesville, MS 38606
662-578-3100
FAX 662-578-3200

Statement**TO:**

Batesville Regional Medical Center, Inc.
Vince Brummett
435 Hwy. 6 East
Batesville, MS 38606



PLEASE RETURN TOP PORTION WITH YOUR REMITTANCE

Billing Period	Statement Date
8/1/18 - 8/24/18	11/13/18

Property	Unit	Type	Acc #
MMLLC	MM-435	Strip Center	96

Previous Balance	Current Charges	Current Credits	Balance Due
2,565.45	2,564.51	-2,565.45	2,564.51

Last Payment	Amount Enclosed
8/9/18 13853 \$2565.45	

DATE	TRANSACTION DESCRIPTION			AMOUNT
	Previous Balance			2,565.45
08/01/18	Rent Charge			2,320.23
08/07/18	Late Charge			244.28
08/09/18	Payment Received - Thank You	13853	July Rent/Late Fee	-2,565.45
Sub Total				2,564.51
Unapplied Credits				0.00
BALANCE DUE				2,564.51

COMMENTS

PANOLA MEDICAL CENTER
303 MEDICAL CENTER DRIVE
BATESVILLE, MS

38606

41-693
628

DEPOSIT ONLY

MOBILE, AL 36681

CHECK DATE
8/16/18

CHECK NUMBER
13853

PAY THIS AMOUNT

\$*****2,565.45

VOID AFTER 90 DAYS

PAY
EXACTLY

***TWO THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS AND
45 CENTS

PAY TO
THE
ORDER OF

MIDTOWN MARKET, LLC
P.O. BOX 1605
BATESVILLE, MS

38606-0000



⑈013853⑈

Steve Clark

Tim S Brown

2760⑈

COMMERCIAL LEASE

Landlord: Midtown Market, LLC

Tenant: _____

Date of Signing: _____

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MIDTOWN MARKET, LLC - COMMERCIAL LEASE

This lease ("Lease") is entered into by and between MIDTOWN MARKET, LLC with an address of P.O. Box 1605 Batesville, MS 38606 ("Landlord"), and

Panola Medical Center ("Tenant").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following space of approximately 3000 sq. ft. (the "Premises") located in that certain Shopping Center known as Midtown Market and having an address of 435 Hwy. 6 East Batesville, Panola County, MS 38606 (the "Property").
2. TERM; RENEWAL. (a) The term of this Lease will be for Four (4) years, commencing on December 1, 2017 and ending on midnight on November 30, 2021 (the "Initial Term") unless sooner terminated according to the provisions hereof.

(b) Provided that Tenant is not in default of this Lease after notice and expiration of any curative period(s), Tenant shall be entitled to renew this Lease for two (2) addition terms of two (2) years' each (each such period be a "Renewal Term", the Initial Term and Renewal Term, if any, are hereinafter collectively, the "Term"). Tenant shall give Landlord notice of its intent to exercise each such Renewal Term not less than ninety (90) days' prior to the expiration of the then-current Term. Each such Renewal Term shall be on the same terms and conditions set forth in this Lease, except that no additional Renewal Terms shall accrue hereunder. Rent shall be adjusted for each Renewal Term based upon the mutual agreement of the parties.
3. RENT. Tenant agrees to pay to Landlord, without any deduction or set off, fixed monthly rent in the amount of \$2,320.23 (the "Rent") beginning on December 1, 2017 and ending on November 30, 2019 and \$2,459.44 beginning December 1, 2019 and ending November 30, 2021 payable on the first day of each month during the term of this Lease. The Rent set forth above is inclusive of property tax, insurance and common area maintenance in connection with the Property. Rent shall be paid to MIDTOWN MARKET, LLC, P.O. BOX 1605, BATESVILLE, MS 38606, or at such other address as Landlord may specify in writing to Tenant. A security deposit in the amount of \$2,320.23 and the rent for the first month for a total of \$4,640.46 due at signing. (See paragraph 42 for deposit information).
4. UTILITIES. Tenant will pay for the following utilities and services furnished to the Premises: telephone, electricity, gas, heat, water, and trash removal. Tenant is responsible for having the gas turned on and the pilot light lit. Landlord shall not be responsible for any loss or expense incurred by Tenant by reason of the interruption or failure of any utility or service if due to any cause beyond Landlord's reasonable control.
5. LATE CHARGES. If Tenant fails to pay any installment of rent or any other amount due hereunder within 5 days of the date the same is due, Tenant shall pay Landlord a

late payment charge equal to 5 percent of the overdue amounts. If rent is not received to Landlord by the 25th of the month, Landlord shall lock doors until payment in full is made.

6. **USE.** The premises shall be used by Tenant solely for use as an pediatric clinic and for activities incidental thereto. Tenant may not use the Premises for any other purposes without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
7. **REAL PROPERTY TAXES.** The Rent listed in Section 3 above is inclusive of Tenant's share of any and all taxes, assessments and other governmental charges, if any, levied on or attributable to the Property, including all improvements thereto (collectively, the "Real Property Taxes"). Landlord covenants and agrees that it shall pay and discharge when due all Real Property Taxes upon the Property.
8. **PERSONAL PROPERTY TAXES.** Tenant shall pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Tenant located upon the Premises, or Tenant's use of the Premises.
9. **LANDLORD'S INSURANCE.** Landlord shall maintain a policy or policies for fire and property damage insurance in standard "all risk" form insuring Landlord against loss from physical damage to the Building and the Property with coverage of not less than the full replacement cost thereof (the "Property Insurance"). The Rent listed in Section 3 above is inclusive of Tenant's share of the cost of all premiums associated or otherwise incurred in connection with the Property Insurance. Tenant acknowledges and agrees that the Property Insurance does not cover Tenant's personal property or belongings, and that Tenant is responsible to obtain this coverage if it so elects.
10. **COMMON AREA MAINTENANCE.** The Rent listed in Section 3 above is inclusive of Tenant's share of Common Area Maintenance expenses, which are limited to parking lot sweeping and maintenance, exterior covered walkway sweeping, landscaping maintenance, highway sign maintenance, parking lot lighting and maintenance.
11. **LIABILITY INSURANCE.** During the term of this Lease and any extension or renewal, Tenant shall maintain, at its sole expense, public liability and property damage insurance with respect to the Premises with such company as may be acceptable to Landlord, in its reasonable judgment. Such policy shall have limits for personal injury of at least \$1,000,000.00 with respect to one person, and at least \$2,000,000.00 with respect to more than one person. Such policy shall name Landlord and Tenant as the insureds, as their interests may appear. Tenant covenant and agrees to provide Landlord at least thirty (30) days' notice prior to any change or cancellation of such insurance. Tenant shall furnish Landlord with a copy of such policy or a certificate of insurance upon Landlord's request, such request to be made no more than once per calendar year or within thirty (30) days' prior to the stated expiration of any such policy.
12. **SIGNAGE.** Tenant shall be permitted to maintain a sign on the building facade, and one parking lot sign, said signs being subject to Landlord's prior approval, said

approval not to be unreasonably withheld, conditioned or delayed. To the extent that Tenant erects any signage upon the building façade, Tenant shall maintain said facade sign including, but not limited to bulbs, ballast and damages. The City of Batesville Zoning Ordinance, Section 704(7)(c), banners may not be displayed for longer than five (5) consecutive days nor more than thirty (30) days out of any three hundred sixty-five (365) day period except by variance from the governing authority of the City of Batesville. Only one (1) banner per business may be displayed. In accordance with Section 712 (c), streamers, pennants, and propellers are prohibited. Tenant may use any existing sign, but must maintain sign and use vinyl lettering that can be removed. No metal signs.

13. MAINTENANCE AND CONDITION, (a) Landlord shall maintain and repair the following: roof, foundation, exterior walls, electrical wiring, piping, parking areas, and HVAC system to the extent that any repairs to said system exceed the HVAC Cap. Tenant shall maintain and repair the following: interior of premises HVAC system (up to \$500.00 per occurrence, capped at \$1,500 per year, the "HVAC Cap"), glass doors, exterior windows, vehicles running through exterior walls (to the extent that any such damage is not covered by the Property Insurance or third party insurance), windows and glass located in or upon the exterior of the Premises, break-ins, theft, acts of vandalism directly aimed at Tenant's business, emergency/exit light fixtures/batteries, porch light bulbs, tubes, ballast, facade sign bulbs, pest control, flooring and inside plumbing. Indoor plumbing that requires a back flow preventer will be at Tenants expense. Additional water lines will be at Tenants expense.. Tenant agrees to keep sidewalk and alley in front and behind their space clean and free of debris. If Tenant shall fail, refuse or negligence to comply with its maintenance obligations hereunder, Landlord may, but shall not be obligated to hire additional clean-up to resolve any such issues and Tenant shall be responsible for the reasonable costs incurred by Landlord to rectify said matters. Any damage not corrected by Tenant will be repaired at Tenant's expense. Tenant is responsible for taking down any and all signs installed by Tenant, and to repair of any damage caused to any building façade or parking lot sign it maintained during the Term. Any expense not paid at termination of this Lease will be subtracted from the security deposit.

(b) Tenant is responsible for having and maintaining a fire extinguisher within the Premises. Roof penetration must be approved by Landlord. If approved, roof must be repaired at move out and inspected by Landlord. If Tenant removes ceiling grid and/or ceiling tiles where building or space has overhead sprinklers for fire protection, Tenant is responsible for installing flexible pipe sprinkler heads and moving sprinklers to meet fire codes. Any additional phone, electrical, cable, satellite needed by Tenant will be at Tenants cost. Any improvements made by a previous Tenant is not Landlords responsibility to replace, repair or maintain. Plastic desk mats must be used under chairs with rollers to protect tile and carpet.

(c) Subjection to Section 13(b) below, Tenant acknowledges that it has examined the Premises and fixtures, equipment and personal property and that they are in good condition and repair as they were at the commencement of this Lease, ordinary wear and tear excepted. Tenant shall use all fixtures, appliances, and facilities in a reasonable manner. Tenant shall dispose of all garbage in designated disposal facilities. Tenant will pay for all damages to the Premises and repairs required due to

any act or negligence of Tenant, its employees, agents, contractors and invitees. Landlord and Tenant each agree to maintain and repair the Premises and Building in compliance with all laws, ordinances and regulations applicable to them. Tenant agrees to promptly give notice to Landlord of any required repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same.

14. **LANDLORD UP-FIT; TENANTS IMPROVEMENTS.** Tenant shall not paint or deface the Premises, or make any alterations, additions, or improvements without on each occasion obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Unless otherwise agreed in writing, all alterations, additions and improvements shall become the property of Landlord and shall remain on the Premises at the expiration or termination of this Lease provided, however, that Landlord, at its option, may require Tenant to remove any such alteration, additions or improvements and restore the premises to its former condition. Notwithstanding the foregoing, no consent shall be required for non-structural interior alterations costing less than five thousand and 00/100 Dollars (\$5,000), provided that such alterations do not affect utility services or plumbing and electrical lines or other systems, are not visible from outside the Premises, and do not require other alterations, additions, or improvements to portions of the building outside the Premises. Any interior doors added to the space by the Tenant must be a minimum of 36 inches wide. Paneling is prohibited from all walls.
15. **DISCHARGE OF LIENS.** Tenant agrees to promptly pay its contractors and suppliers for all work performed and materials furnished to the Premises, if any. In the event any mechanics or similar lien is filed on the Premises which is claimed to arise from Tenants actions, Tenant shall at its sole expense, discharge or bond against such lien within thirty (30) days of notice from Landlord.
16. **DELIVERY OF POSSESSION.** If Landlord is unable through no fault on its part to deliver possession of the Premises to Tenant on the commencement date, this Lease will continue in effect, but rent and other amounts will be abated and prorated according to when possession is given to Tenant. The Term of this Lease will not be extended by any such delay. If Landlord is unable to deliver possession within sixty (60) days of the commencement date, either Landlord or Tenant may terminate this Lease and all payments made will be returned to Tenant and all obligations of the parties will cease. Landlord will not be liable for any damages for such delay or failure to deliver the Premises, unless such delay or failure arises out of the negligence or willful misconduct of Landlord, its employees, agents or contractors.
17. **QUIET ENJOYMENT.** By paying the rent and observing all the agreements, terms and conditions herein, Tenant shall peaceably and quietly have, hold, and enjoy the Premises during the term of this lease and extension or renewal, subject to the provisions hereof.
18. **ACCESS.** Landlord and its agents may enter the Premises at all reasonable times during regular business hours with prior notice to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers, or lenders, provided that Landlord shall only show the Premises to proposed tenants during the final six (6) months of the Term. During any entry onto

the Premises, Landlord shall make all commercially reasonable efforts to conduct its activities in the Premises in a manner that will cause the least possible inconvenience, annoyance or disturbance to Tenant. Landlord may also enter the Premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for rent or sale.

19. **COMPLIANCE WITH LAW.** Tenant, as its sole expense, shall comply with all present and future laws, ordinances, regulations, and requirements of any federal, state or local authority relating to Tenant's use of the Premises. Tenant shall not make or permit any waste on the Premises, or any nuisance or use which might interfere with the enjoyment of other tenants or persons in the general area of the Premises. Tenant shall not commit or permit any act or use of the Premises which may increase the fire hazard or materially increase the cost of fire or other insurance on the Premises, or cause the cancellation of such insurance. Tenant shall obtain, at its sole expense, any licenses or permits which may be required for Tenant's use of the Premises.
20. **RULES AND REGULATIONS.** Tenant shall comply with all written rules and regulations currently in effect or which Landlord may hereafter adopt and provide Tenant a copy thereof, for the safety, care, and orderly operation of the Premises and for the benefit and comfort of other tenants or neighbors. The current rules and regulations, if any, are attached hereto and made a part of this Lease.
21. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer or encumber this Lease, nor sublet all or any portion of the Premises, nor permit the occupation by others, without on each occasion obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent of Landlord on any one occasion shall not be deemed a waiver of the necessity for consent on any other occasion. Notwithstanding any assignment or subletting, Tenant shall remain primarily liable for the payment of rent and performance of all covenants, terms, and conditions of this Lease. Any attempt to assign or sublet without Landlord's consent shall be void and shall entitle Landlord, at its option, to terminate this Lease. Notwithstanding the foregoing, Tenant shall be permitted to assign this Lease or sublet any or all of the Premises to an Affiliate without Landlord's prior consent. As used herein, the term "Affiliate" shall mean any entity that controls, is controlled by or under common control with Tenant.
22. **FIRE AND CASUALTY.** This Lease will terminate upon a total destruction of the Premises due to fire or other casualty and rent will be apportioned as of such date. In the event the Premises are damaged by fire or other casualty so as to render the Premises unsuitable for the use for which the same are leased, rent will be abated until Landlord shall have restored the same to substantially their former condition. Provided, however, that if Landlord elects not to repair such damage, or if such repairs shall not have been completed within 90 days, either party may terminate this Lease and rent will be apportioned as of the date of termination.
23. **CONDEMNATION.** If the entire Premises is acquired or condemned by the power of eminent domain by any public or other authority, then this Lease will terminate upon the date such taking becomes effective. Rent and other payments will be apportioned

as of such date. If any part of the Premises is so acquired or condemned so as to render the Premises unsuitable for the use for which the same are leased, then this Lease may be terminated by either party upon thirty days written notice to the other. Rent and other payments will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent and other payments will be abated according to the nature and extent of the area taken. All damages awarded for such taking shall belong to and be the exclusive property of Landlord, provided, however, that any damages awarded for moving expenses or Tenants fixtures, improvements, or equipment shall belong to Tenant.

24. **LOSS OR DAMAGE.** Unless caused by the negligence or willful misconduct of Landlord, its employees or agents, Landlord shall not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own property and improvements.

25. **INDEMNIFICATION.** (a) Tenant shall indemnify and hold Landlord harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees, and liabilities of whatever nature arising out of or relating to (i) any default by Tenant in the performance or observance of any covenant, term or condition of this Lease, (ii) loss or damage to any property or injury or death to Tenant or any person occurring on or about the Premises due to any cause other than Landlord's negligence or willful misconduct, and (iii) Tenants use and occupancy of the Premises.¹

(b) Landlord shall indemnify and hold Tenant harmless from any and all claims, loss damages, liens, expenses, including reasonable attorney's fees, and liabilities of whatever nature, arising out of or relating to (i) any default by Landlord in the performance or observance of any covenant, term or condition of this Lease, and (ii) loss or damage to any property or injury or death to any person occurring on or about the Property due to Landlord's negligence or willful misconduct.

(c) Tenant shall indemnify and hold Landlord harmless in securing Tenants client information. Tenant is responsible for handling, securing and disposal of client information.

26. **DEFAULT.** Tenant shall be in default of this Lease upon the occurrence of any one of the following events:

(a) failure to pay any installments of rent or any other amount required herein which shall continue for five (5) days after the same is due, and such failure is not cured within three (3) days after Tenant receives written notice thereof from Landlord (provided, however, that the notice requirement contained in this subsection shall only be required once in any twelve-month period);

(b) failure to perform or observe any other covenant, term or condition of this Lease which shall not be corrected within thirty (30) days after written notice from Landlord, or for such longer period as may be reasonably necessary to correct such default;

(c) abandonment or cessation of business operations at the Premises by Tenant;

(d) any misrepresentation or omission of or on behalf of Tenant made to Landlord in connection with this Lease;

(e) the taking of the leasehold created hereby on execution or by other process of law;

(f) insolvency or failure of Tenant to generally pay its debts as they become due;
(g) assignment for the benefit of creditors of, or appointment of receiver or other officer for, all or any part of Tenants or any guarantors property; or
(h) adjudication of bankruptcy, or filing of a petition under any bankruptcy or debtors relief law by or against Tenant, which adjudication or petition is not dismissed within thirty (60) days of said filing.

27. REMEDIES OF LANDLORD. (a) Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of Mississippi. Upon any such default, Landlord shall also have the right to enter upon the Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any other occupants and their effects, either with or without termination this Lease. If Tenant has not made reparations within thirty (30) days after doors are locked, all remaining contents within the Premises shall be considered abandoned and property of the Landlord and will be sold to pay cost and expenses of Tenants default. Any entry may be with or without process of law, by force if necessary, or otherwise according to law. No entry shall subject Landlord to any liability for trespass or damages, unless arising out of the gross negligence or willful misconduct of Landlord, its employees or agents. Upon any entry or termination, Landlord agrees to use reasonable efforts to relet the Premises on Tenant's behalf or otherwise, for such term and rent as Landlord may determine. No act or failure to act by Landlord shall waive any remedies which Landlord may have for arrears of rent or breach of covenant or release Tenant from any liability whatsoever.

(b) Upon any termination or entry as above, Tenant shall indemnify Landlord against all loss of rents and other amounts which Landlord may incur over the remainder of the term in addition to paying all overdue rent and other payments, such amount being discounted to present value utilizing a six percent (6%) discount rate. At Landlord's election, Tenant shall pay to Landlord an amount equal to the excess of the rent and other payments hereunder for the remainder of the term over the fair rental value of the Premises over the same period similarly discounted to its then present value. Tenant shall also pay to Landlord all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, reasonable attorney's fees, costs of regaining possession and reletting the Premises, broker's fee, storage fee, repairing and cleaning costs.

28. NO WAIVER. The failure of Landlord or Tenant to require strict performance by the other of any covenant, term or condition of this Lease is not a waiver for the future of any breach of the same or any other covenant, term or condition herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

29. REMEDIES CUMULATIVE. To the extent permitted by law, the rights and remedies of Landlord herein are cumulative, and the exercise of any one of them will not be deemed to be in exclusion of any other. The rights and remedies herein are in addition to any other rights and remedies available to Landlord at law or equity.

30. RIGHT TO CURE OTHERS DEFAULT. If either Landlord or Tenant fails to perform any covenant, term or condition of this Lease, the other party may but is not required,

after giving reasonable notice, to perform such covenant, term or condition and expend whatever sums may be necessary. All reasonable sums actually expended shall be repaid on demand. This performance shall not waive any rights or remedies which either party may have against the other for such default.

31. **SUBORDINATION OF LEASE.** This Lease is subject and subordinate to all present and future mortgages, trust, deeds and other security instruments that may be placed upon the Premises; provided that for so long as Tenant is not in default of this Lease, no foreclosure or similar proceeding shall dispossess or otherwise disturb Tenant's right to possession of the Premises, and Tenant shall attorn to the new owner and accept such successor as the new Landlord under the Lease. Although no further act by Tenant shall be required, Tenant agrees to sign any other commercially reasonable instrument evidencing this subordination, non-disturbance and attornment as Landlord may reasonably request.
32. **UNAVOIDABLE DELAYS.** Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or services, wars, governmental laws, or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such part. Provided, however, that this section shall not excuse Tenant from the prompt payment of rent or any other amount due herein.
33. **SURRENDER AND HOLDING OVER.** No surrender of the Premises or this Lease shall be effective unless accepted in writing by Landlord. At the expiration or sooner termination of this Lease, Tenant will remove its effects and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store, and/or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration or termination of this Lease and rent is accepted by Landlord, a month to month tenancy only shall be created which will otherwise be governed by the terms and condition of this Lease. Nothing in this section shall be construed as consent by Landlord to any holding over by Tenant.
34. **LIMITED LIABILITY.** It is expressly agreed that no individual, partner, shareholder, or member comprising Landlord shall be personally liable under this Lease. In the event Landlord breaches any provision of this Lease, Tenant will look solely to the equity, if any, of Landlord in the Property to satisfy its claims and remedies, and Landlord's liability shall not exceed such equity interest.
35. **NOTICES.** All notices and communications under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail return receipt requested, to Landlord at P. O. Box 1605, Batesville, MS 38606 to Tenant at the Premises, or to

_____. Additional phone number:
_____. Email: _____

36. **ENTIRE AGREEMENT.** The parties acknowledge that they have read and understand

the terms of this Lease. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not expressly set forth herein. This Lease may only be amended in writing and signed by both Landlord and Tenant.

37. INVALID PROVISION. If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
38. CAPTIONS. The captions in this Lease are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.
39. PARTIES BOUND. This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
40. RIDERS. The riders and exhibits, if any, attached hereto and initialed by the parties are made a part of this Lease.
41. ADDITIONAL PROVISIONS. _____
42. DEPOSITS. Deposits are used at move out to cover damages not corrected by Tenant other than normal wear and tear. Deposits are not to be used for final month's rent. Within thirty (30) days after expiration of the Term, Landlord shall return the Deposit to Tenant, less any amounts applied in accordance with the terms herein.
43. COUNTERPARTS. This Lease may be executed in multiple counterparts each of which said executed counterparts shall be deemed an original for all purposes, including any signatures transmitted electronically, including but not limited to copies sent in .pdf, .tif and/or .jpg format.
44. GUARANTOR. I _____ will personally guarantee the repayment of any unpaid rent to the Landlord in the event _____ fails to pay an amount due to the Landlord. This is a legally binding contract. If not understood, seek legal advice from an attorney.

Signature

Printed Name

Date

[SIGNATURES ON ATTACHED PAGES.]

45. IN WITNESS WHEREOF, this Lease is executed under seal on the _____ day of _____ in the year _____.

LANDLORD: MIDTOWN MARKET, LLC

By:

Its:

TENANT: _____

By:

Its:



Specializing in Office, Commerical and Light Industrial Rental Spaces

LODEN PROPERTIES

August 23, 2016

To Whom It May Concern:

Tri Lakes Medical Center is currently on a month to month Lease with Midtown Market, LLC at 435 Hwy. 6 East.

Sincerely,

A handwritten signature in black ink that reads 'Woody Loden'. The signature is fluid and cursive, with the first letters of 'Woody' and 'Loden' being capitalized and prominent.

Woody Loden

LEASE EXTENSION AND AMENDMENT AGREEMENT

This agreement, made and entered into effective the **thirteenth day of November 2014**, by and between **MIDTOWN MARKET, LLC** hereafter referred to as "Landlord" and **TRI LAKES MEDICAL CENTER** hereafter referred to as "Tenant".

WITNESSETH:

Whereas, on January 1, 2009 Landlord and Tenant entered into a Lease agreement for the premises in Batesville, MS described as follows

DESCRIPTION: A building space of approximately 3000 square feet located at:

435 HWY. 6 EAST
BATESVILLE, MS 38606

Whereas, the term of this Lease expires on December 31, 2014 and Landlord and Tenant desire to extend the terms of said lease for Four (4) years in accordance with the following terms and conditions herein contained.

1. TERM: The lease is extended for a term of Four (4) years beginning January 1, 2015 and expiring December 31, 2018.
2. RENT: Rent shall be \$2320.23 from January 1, 2015 thru December 31, 2016 and \$2459.44 from January 1, 2017 thru December 31, 2018.
3. MAINTENANCE: Tenant will be responsible for interior maintenance including, but not limited to glass doors, exterior windows, vehicles running through exterior walls, windows, glass, break-ins, theft, acts of vandalism aimed directly toward your business, interior and porch light bulbs, tubes, emergency lights, exit lights, pest control, inside plumbing, flooring, and HVAC system (up to \$500.00 per occurrence). Landlord will maintain plumbing to building, roof, electrical, structural and exterior of premises.
4. FORCE AND EFFECT. Except as provided above, the prior lease agreements, all other provisions and Amendments of the lease dated January 1, 2009 shall remain in full force and effect, and shall be binding upon the successors and lawful assigns of the parties hereto.



MIDTOWN MARKET, LLC REPRESENTATIVE

TRI LAKES MEDICAL CENTER

LEASE EXTENSION AND AMENDMENT AGREEMENT

This agreement, made and entered into effective the **twenty-seventh day of October 2010**, by and between **MIDTOWN MARKET, LLC** hereafter referred to as "Landlord" and **TRI LAKES MEDICAL CENTER** hereafter referred to as "Tenant".

WITNESSETH:

Whereas, on January 1, 2009 Landlord and Tenant entered into a Lease agreement for the premises in Batesville, MS described as follows

DESCRIPTION: A building space of approximately 3000 square feet located at:

435 HWY. 6 EAST
BATESVILLE, MS 38606

Whereas, the term of this Lease expires on December 31, 2010 and Landlord and Tenant desire to extend the terms of said lease for Four (4) years in accordance with the following terms and conditions herein contained.

1. TERM: The lease is extended for a term of Four (4) years beginning January 1, 2011 and expiring December 31, 2014..
2. RENT: Rent shall be \$2188.90 from January 1, 2011 thru December 31, 2012 and \$2320.23 from January 1, 2013 thru December 31, 2014.
3. MAINTENANCE: Tenant will be responsible for interior maintenance including, but not limited to plumbing, lighting, breakers, walls, glass, acts of vandalism, pest control, HVAC (up to \$500.00 per occurrence), and flooring.
4. FORCE AND EFFECT. Except as provided above, the prior lease agreements, all other provisions and Amendments of the lease dated January 1, 2009 shall remain in full force and effect, and shall be binding upon the successors and lawful assigns of the parties hereto.



MIDTOWN MARKET, LLC REPRESENTATIVE



TRI LAKES MEDICAL CENTER

Computer

LEASE EXTENSION AND AMENDMENT AGREEMENT

This agreement, made and entered into effective the **thirtieth day of November 2009**, by and between **MIDTOWN MARKET, LLC** hereafter referred to as "Landlord" and ~~BATESVILLE~~ **FAMILY MEDICAL CLINIC LLC** hereafter referred to as "Tenant".

Tr. Lakes Medical Center

mw J.2
WITNESSETH:

Whereas, on January 1, 2009 Landlord and Tenant entered into a Lease agreement for the premises in Batesville, MS described as follows

DESCRIPTION: A building space of approximately 3000 square feet located at:

435 HWY 6 EAST
BATESVILLE, MS 38606

Whereas, the term of this Lease expires on December 31, 2009 and Landlord and Tenant desire to extend the terms of said lease for One (1) year in accordance with the following terms and conditions herein contained.

1. TERM: The lease is extended for a term of One (1) year beginning January 1, 2010 and expiring December 31, 2010.
2. RENT: Rent shall be continued at \$2,065.00 per month.
3. MAINTENANCE: Tenant will be responsible for interior maintenance including, but not limited to plumbing, lighting, breakers, walls, windows, pest control, HVAC (up to \$500.00 per occurrence), and flooring.
4. FORCE AND EFFECT. Except as provided above, the prior lease agreements, all other provisions and Amendments of the lease dated January 1, 2009 shall remain in full force and effect, and shall be binding upon the successors and lawful assigns of the parties hereto

Sheila Turner

MIDTOWN MARKET, LLC REPRESENTATIVE

Michael R. Harrison - manager

BATESVILLE FAMILY MEDICAL CLINIC LLC

Tr. Lakes Medical Center.
J.2. (mw)

MIDDLE DISTRICT OF TENNESSEE

Claims Register

3:18-bk-05681 Batesville Regional Physicians, LLC

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6726608)
MIDTOWN MARKET, LLC
PO BOX 1605
BATESVILLE, MS 38606

Claim No: 2
Original Filed
Date: 11/20/2018
Original Entered
Date: 11/20/2018

Status:
Filed by: CR
Entered by: Intake1
Modified:

Amount claimed: \$8090.94

History:

[Details](#) [2-1](#) 11/20/2018 Claim #2 filed by MIDTOWN MARKET, LLC, Amount claimed: \$8090.94 (Intake1)

Description: (2-1) Lease - Have been using old written letter and sent new lease requesting signing

Remarks:

Claims Register Summary

Case Name: Batesville Regional Physicians, LLC

Case Number: 3:18-bk-05681

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$8090.94
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		