

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Chapter 11
Curae Health, Inc., <i>et al.</i> , ¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

**GE HFS, LLC’S OBJECTION TO (I) PROPOSED ASSUMPTION OR ASSUMPTION
AND ASSIGNMENT OF LEASES, AND (II) CURE OBLIGATIONS WITH RESPECT
THERETO PURSUANT TO THE NOTICE OF: (I) DEBTORS’ INTENT TO ASSUME
OR ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF
PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY; AND (II) CURE AMOUNTS RELATED TO THE FOREGOING**

GE HFS, LLC (“GE HFS”), a lessor and party-in-interest in the above-captioned bankruptcy cases, by and through its undersigned counsel, hereby objects to (i) the proposed assumption or assumption and assignment of GE HFS’s Lease Agreements (as hereinafter defined), and (ii) the respective cure amounts due with respect to each of the Lease Agreements, all as more particularly set forth herein. In support of this Objection, GE HFS respectfully states the following:

I. BACKGROUND FACTS

A. Debtor’s Bankruptcy Case.

1. On or about August 24, 2018, (the “Petition Date”), Amory Regional Medical Center, Inc. (“Debtor”) and six of its affiliates (collectively, the “Debtors”) each filed their respective voluntary petitions under chapter 11 of 11 U.S.C. § 101, *et seq.* (the “Bankruptcy”

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

Code”). The Debtors’ cases are being jointly administered under the lead case of Curae Health, Inc.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2) and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Lease Agreements and Prepetition Defaults.

3. Prior to the Petition Date, General Electric Capital Corporation (“GECC”), as predecessor in interest by assignment to GE HFS, and Health Management Associates, Inc. (“HMA”) entered into (a) 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”), and that certain Equipment Schedule thereto dated as of April 27, 2011 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “8678768 Schedule”), identified as Internal Contract Ref. # 8678768-001; and (b) that certain Master Lease Agreement dated as of January 10, 2012 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “2012 MLA”), and that certain Equipment Schedule thereto dated as of August 23, 2013 (together with all other exhibits, attachments, addenda, amendments and modifications thereto, the “9714222 Schedule”), identified as Internal Contract Ref. # 9714222-001.

4. The 2006 MLA and the 8678768 Schedule are, together, the “8678768 Lease.” A true and correct copy of the 8678768 Lease is attached as **Exhibit A** hereto and is incorporated herein by this reference.

5. The 2012 MLA and the 9714222 Schedule are, together, the “9714222 Lease.” A true and correct copy of the 9714222 Lease is attached as **Exhibit B** hereto and is incorporated herein by this reference.

6. Pursuant to the 8678768 Lease, GE HFS, as successor in interest by assignment from GECC, leased certain medical equipment consisting of four (4) Olympus Evis Exera II Scopes and Accessories (with all accessories, additions, replacements and attachments thereto, the “8678768 Equipment”) owned by GE HFS to HMA. Upon information and belief, the 8678768 Equipment is located at the hospital operated at 1105 Earl Frye Boulevard, Armory, Mississippi 38821 (the “Amory Hospital”).

7. Pursuant to the 9714222 Lease, GE HFS, as successor in interest by assignment from GECC, leased certain medical equipment consisting of Stryker Endoscopy equipment more particularly described on Exhibit A thereto (with all accessories, additions, replacements and attachments thereto, the “9714222 Equipment”) owned by GE HFS to HMA. Upon information and belief, the 9714222 Equipment is located at the Amory Hospital.

8. Subsequent to entering into the 8678768 Lease and the 9714222 Lease (together, the “Lease Agreements”), HMA was acquired by CHS/Community Health Systems, Inc. (“CHS”) in early 2014.

9. Upon information and belief, Debtor (a) acquired the Amory Hospital from CHS in early 2017, (b) is currently in possession of the 8678768 Equipment and the 9714222 Equipment (together, the “Equipment”) and uses the Equipment in the operation of the Amory Hospital, and (c) assumed and took assignment of the obligations under the Lease Agreements from HMA in connection with Debtor’s acquisition of the Amory Hospital. Although GE HFS’s prior written consent is required with respect to any assumption or assignment of

either 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 A at §§ 10(a)(iii) and 17; and Exhibit B at §§ 10(a)(iii) and 17.

10. Debtor repeatedly defaulted under the Lease Agreements, *inter alia*, prior to the Petition Date by failing and refusing to pay the rental installments and other sums required to be paid thereunder. *See* Exhibit A. at § 10(a)(i); and Exhibit B at § 10(a)(i).

C. The Potential Assumption and Assignment of the Lease Agreements.

11. On August 31, 2018, the Debtors filed that certain *Debtors' Motion for Entry of an Order (I) Authorizing and Approving Bidding Procedures for the Sale of Gilmore Medical Center, (II) Authorizing the Sale of Gilmore Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (III) Approving Stalking Horse Purchaser, Break-up Fee, and Overbid Protections, (IV) Establishing Certain Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (V) Scheduling an Auction, (VI) Scheduling a Hearing and Objections Deadlines With Respect to the Sale of Gilmore Medical Center, (VII) Approving the Form and Manner of Notice Thereof, and (VIII) Granting Related Relief* [Docket No. 79].

12. On September 25, 2018, the Court entered its *Order (I) Authorizing and Approving Bidding Procedures for the Sale of Gilmore Medical Center, (II) Authorizing the Sale of Gilmore Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (III) Approving Stalking Horse Purchaser, Expense Reimbursement, and Overbid Protections, (IV) Establishing Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (V) Scheduling an Auction, (VI) Scheduling a Hearing and Objection Deadlines With Respect to the Sale of Gilmore Medical Center, (VII) Approving the*

Form and Manner of Notice Thereof, and (VIII) Granting Related Relief [Docket No. 260] (the “Sales Procedure Order”).

13. Pursuant to the Sales Procedure Order, on October 29, 2018, the Debtors filed that certain *Notice of: (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property; and (II) Cure Amounts Related to the Foregoing* [Docket No. 371] (the “Cure Notice”).

14. Pursuant to the Cure Notice, the Debtors assert that \$1,300.43 is the required amount to cure all defaults under the Lease Agreements. *See* Cure Notice, p. 7.

II. OBJECTION

15. As of November 7, 2018, monetary defaults exist under both of the Lease Agreements. The known, existing monetary defaults and obligations due and delinquent as of such date are as follows:

A. \$7,835.29 under the 8678768 Lease, which consists of (i) \$5,730.02 in past due rent installments, (ii) \$1,377.99 in unpaid sales taxes on such rent installments, (iii) \$261.41 in unpaid property taxes on the 8678768 Equipment, and (iv) \$465.87 in outstanding late fees associated with the rent installments; and

B. \$38,608.76 under the 9714222 Lease, which consists of (i) \$28,822.88 in past due rent installments, (ii) \$5,795.45 in unpaid sales taxes on such rent installments, (iii) \$1,356.78 in unpaid property taxes on the 9714222 Equipment, and (iv) \$2,633.65 in outstanding late fees associated with rent installments.

16. Additionally, rent and other monetary obligations will become due and owing pursuant to the Lease Agreements from and after the date hereof and must be paid by Debtor when due or paid in connection with any assumption or assumption and assignment of the respective Lease Agreements. The cure obligation under section 365(b)(1) of the Bankruptcy Code mandates that an assumption or assumption and assignment of either of the Lease Agreements be barred unless all rent, charges, fines and other monetary obligations that become due pursuant to the respective Lease Agreements from and after the date hereof (a) are paid when due, or (b) are paid in full in connection with an assumption or assumption and assignment of the respective Lease Agreements.

17. Further, additional monetary obligations may have accrued pursuant to respective Lease Agreements but have not yet become the subject of an invoice or statement and may not become due prior to the entry of an order approving the assumption or assumption and assignment of such Lease Agreement. A non-exclusive example of such accrued, but not yet due, obligations are personal property taxes, which must be paid by Debtor pursuant to the Lease Agreements. Debtor, and any proposed assignee, must acknowledge, and any order approving cure amounts and the assumption or assumption and assignment of either or both of the Lease Agreements must provide, that Debtor or any proposed assignee shall be liable for all amounts that have accrued but have not become the subject of a statement or other invoice prior to the date hereof, without regard to whether such amounts are attributable to a prepetition or postpetition period. GE HFS objects to any assumption or assumption and assignment of either of the Lease Agreements to the extent that the order approving any such assumption or assumption and assignment of the respective Lease Agreements does not obligate Debtor or any assignee to pay all obligations that have accrued under the Lease Agreements but have not yet

become due and payable prior to the date an order is entered approving the assumption or assumption and assignment of such Lease Agreement(s) as and when the same come due.

18. GE HFS additionally asserts its right pursuant to section 365(b)(1)(B) of the Bankruptcy Code to be reimbursed as part of the cure amounts for all of its actual pecuniary losses including, but not limited to, reasonable attorneys' fees and costs expended with regard to Debtor's bankruptcy proceedings. *See* Exhibit A at § 10(d); and Exhibit B at § 10(d). GE HFS objects to any assumption or assumption and assignment of the Lease Agreements to the extent that all cure amounts are not immediately paid in full in advance of any assumption or assumption and assignment of such Lease Agreement(s), including all of its actual pecuniary losses including, but not limited to, reasonable attorneys' fees and costs expended with regard to Debtor's bankruptcy proceedings.

19. Each of the Lease Agreements also provides that Debtor must indemnify and hold GE HFS harmless with regard to any and all claims suffered by GE HFS and arising from Debtor's use and possession of the Equipment. *See* Exhibit A at § 11; and Exhibit B at § 11. Debtor and any assignee of the Lease Agreements must assume all indemnification liabilities set forth in the respective Lease Agreements and Debtor must be required to evidence, or obtain, adequate insurance in order to guaranty that its indemnity responsibilities will be met. Claims for indemnity may include, but are not limited to, claims for personal injuries which occur in connection with the Equipment where Debtor or GE HFS is joined as a party defendant, damage and destruction to the Equipment by Debtor or its agents, or claims for environmental damage or environmental cleanup. GE HFS objects to any assumption or assumption and assignment of the Lease Agreements to the extent any order approving such assumption or assumption and assignment does not obligate Debtor or any assignee of the respective Lease Agreements to be

responsible for all indemnification liabilities or obligate Debtor to otherwise provide assurance that such indemnification obligations will be satisfied.

20. Because Debtor has failed to demonstrate that any assumption or assumption and assignment of either or both of the Lease Agreements will fully comply with all of the requirements of section 365(b) of the Bankruptcy Code, including, but not limited to, a cure of all defaults, neither of the Lease Agreements can be assumed or assigned and GE HFS objects to any assumption or assumption and assignment of either of the Lease Agreements.

III. RESERVATION OF RIGHTS

21. Nothing herein shall otherwise limit GE HFS's right to file a proof of claim or amend an existing filed proof of claim in the above-titled case for any prepetition amounts outstanding or additional postpetition amounts that accrue under either of the Lease Agreements or any damages arising from the rejection of either or both of the Lease Agreements, or otherwise waive, limit, or prejudice GE HFS's rights and remedies under and pursuant to the Lease Agreements, the Bankruptcy Code, or other applicable law.

IV. CONCLUSION

22. WHEREFORE, for the reasons set forth above, GE HFS respectfully requests that the Court:

A. Deny assumption and assignment of either of the Lease Agreements unless (1) all rent, charges, fines and other monetary obligations that become due pursuant to the respective Lease Agreements from and after the date hereof are paid when due, or are paid in full in connection with an assumption and assignment of such Lease Agreement(s), (2) the order approving cure amounts and the assumption and assignment of either or both of the Lease Agreements provides that Debtor or any

proposed assignee shall be liable for all amounts under or pursuant to the Lease Agreements that have accrued but have not become the subject of a statement or other invoice prior to the date hereof without regard to whether such amounts are attributable to a prepetition or postpetition period, (3) all of GE HFS's actual pecuniary losses including, but not limited to, reasonable attorneys' fees and costs expended with regard to Debtor's bankruptcy proceedings, are immediately paid in full as cure amounts, in advance of any assumption of either or both of the Lease Agreements, and (4) the order approving the assumption and assignment of either or both of the Lease Agreements provides that Debtor or any assignee of such Lease Agreement(s) are responsible for all indemnification liabilities or obligates Debtor to otherwise provide assurance that such indemnification obligations will be satisfied; and

B. Grant such other and further relief as may be just and required under all of the circumstances.

Dated this 14th day of November, 2018.

Respectfully Submitted,

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Counsel for Creditor GE HFS

EXHIBIT A

8678768 LEASE

[SEE ATTACHED]

EXHIBIT B

9714222 LEASE

[SEE ATTACHED]

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing *Objection to (I) Proposed Assumption and Assignment of Leases, and (II) Cure Obligations With Respect Thereto Pursuant to the Notice of: (I) Debtors' Intent to Assume or Assign Certain Executory Contracts, Unexpired Leases of Nonresidential Real Property; and (II) Cure Amounts Related to the Foregoing* was sent electronically via this Court's CM/ECF System upon all registered users and/or via First Class U.S. Mail, postage prepaid, to those parties listed below on this 14th day of November, 2018.

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EXHIBIT A

8678768 LEASE

[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 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: *Lori Sandvik*

Name: Lori Sandvik

Title: Duly Authorized Signatory

LESSEE:

Health Management Associates, Inc.

By: *Robert E Farnham*

Name: ROBERT E FARNHAM

Title: SR. V. PRES - FINANCE



GE

Healthcare Financial Services

Internal Contract Ref. # 8678768-001

Internal Order Ref. #

**EQUIPMENT SCHEDULE
DATED AS OF 04/27/2011
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
4	Gilmore Memorial Hospital 1105 Earl Frye Blvd. Amory, MS 38821	Olympus America Inc Two Corporate Center Drive Melville, NY 11750	Olympus Evis Exera II Scopes and Accessories

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 08/20/2011, 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) @ \$1,300.43, 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 2.27% (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 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: _____

Name: _____

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, 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.

Lessee:

Health Management Associates, Inc.

By: _____

Name: _____

Title: V.P. Treasurer

**GE****Healthcare Financial Services****Internal Contract Ref. # 8678768-001****Internal Order Ref. #**

STIPULATED LOSS TABLE

Lessee Name: Health Management Associates, Inc.**Equipment Description:** Four (4) Olympus Evis Exera II Scopes and Accessories**Lessor's Capitalized Cost:** \$77,830.00

Number of Months	Stipulated loss Value % of Lessor's Capitalized Cost
1.00	107.27
2.00	106.20
3.00	105.11
4.00	104.02
5.00	102.91
6.00	101.79
7.00	100.67
8.00	99.54
9.00	98.39
10.00	97.23
11.00	96.06
12.00	94.88
13.00	93.69
14.00	92.49
15.00	91.28
16.00	90.06
17.00	88.83
18.00	87.58
19.00	86.33
20.00	85.07
21.00	83.80
22.00	82.53
23.00	81.24
24.00	79.95
25.00	78.64
26.00	77.33
27.00	76.01
28.00	74.68
29.00	73.33

30.00	71.98
31.00	70.62
32.00	69.26
33.00	67.88
34.00	66.50
35.00	65.11
36.00	63.72
37.00	62.31
38.00	60.90
39.00	59.47
40.00	58.04
41.00	56.61
42.00	55.16
43.00	53.70
44.00	52.23
45.00	50.76
46.00	49.28
47.00	47.79
48.00	46.28
49.00	44.78
50.00	43.26
51.00	41.73
52.00	40.19
53.00	38.65
54.00	37.09
55.00	35.53
56.00	33.96
57.00	32.39
58.00	30.82
59.00	29.25
60.00	27.67
61.00	26.00



GE
Healthcare Financial Services

Internal Contract Ref. # 8678768-001

Internal Order Ref. #

**ACCEPTANCE CERTIFICATE
RELATING TO EQUIPMENT SCHEDULE DATED AS OF 04/27/2011
TO MASTER LEASE AGREEMENT
DATED AS OF 11/06/2006
EQUIPMENT DESCRIPTION:
FOUR (4) OLYMPUS EVIS EXERA II SCOPES AND ACCESSORIES**

To: General Electric Capital Corporation (Lessor)

Pursuant to the provisions of the above referenced Equipment Schedule and Master Lease Agreement, the undersigned, on behalf of, and as authorized and instructed by, Lessee, hereby certifies that the Equipment described in the above-referenced Equipment Schedule has been delivered and received; that the Equipment has been fully assembled as required; that installation or other work necessary prior to the use of the Equipment has been fully completed as required; that the Equipment has been examined and/or tested and is in good order and operating condition and is in all respects satisfactory; and that Lessee has accepted the Equipment unconditionally.

Upon request of Lessor, Lessee shall promptly provide to Lessor copies of invoice(s) or other documentation acceptable to Lessor which show the date the Equipment was delivered to Lessee.

Lessee has read and reviewed the above-referenced Master Lease Agreement and Equipment Schedule, and hereby reaffirms and acknowledges its terms and conditions. Lessee further represents and warrants that all representations and warranties made by Lessee in such Equipment Schedule and Master Lease Agreement were true and accurate when originally made and are true and accurate as of the date set forth below.

The undersigned hereby certifies and represents that the undersigned is duly authorized to execute and deliver this ACCEPTANCE CERTIFICATE on behalf of the Lessee.

Lessee:

Health Management Associates, Inc.

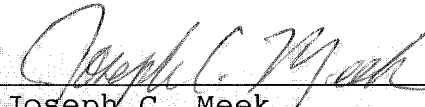
By: X 
Name: Joseph C. Meek
Title: Vice President & Treasurer
Date: 9/12/11

EXHIBIT B

9714222 LEASE

[SEE ATTACHED]

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

MASTER LEASE AGREEMENT DATED AS OF 01/10/2012

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. 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. STE 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 the Equipment is first used 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, and unless otherwise provided in any Schedule, 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. If and to the extent it becomes necessary to service, repair or replace any parts, components or accessories of or to the Equipment ("**Parts**"), any such repair or replacement shall be made only with original Equipment manufacturer's ("**OEM**") Parts, and if any OEM Part is not available, with a Part manufactured and/or distributed by a manufacturer and/or supplier approved by Lessor. All services and/or repairs performed on or with respect to the Equipment shall be performed by the OEM, or if the OEM has notified Lessee in writing that it is unable or unwilling to perform such services, such

services shall be performed by a service provider approved 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 Watertown 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). The Equipment shall be de-installed, crated and transported by the original Equipment manufacturer (the **"OEM"**), or if the OEM has notified Lessee in writing that it is unable or unwilling to perform such services, such services shall be performed by a provider approved by Lessor. If Lessor so requires, the Equipment shall, at Lessee's sole cost and expense, be inspected by the OEM, the Supplier or such other person approved by Lessor, and Lessee shall obtain from the OEM, Supplier or such other person, as applicable, and make available to Lessor, a comprehensive inspections report, certifying that the Equipment is operable in accordance with the then prevailing performance specifications for it. 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.

(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, at its sole cost and expense, 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" and "Disclosure" each has the meaning as set forth in 45 C.F.R. § 160.103.

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 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. # 9714222-001

Internal Order Ref. #

**EQUIPMENT SCHEDULE
DATED AS OF 08/23/2013
TO MASTER LEASE AGREEMENT
DATED AS OF 01/10/2012**

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
See Exhibit A Attached Hereto & Made a Part Hereof.	Gilmore Memorial Hospital 1105 Earl Frye Blvd. Amory, MS 38821	Stryker Endoscopy	Stryker Endoscopy - See Exhibit A Attached Hereto & Made a Part Hereof.

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 12/12/2013, 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) @ \$5,330.16, 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 1.51% (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. 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.

Signature Page Follows:

Lessor:

General Electric Capital Corporation

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

Lessee:

Health Management Associates, Inc.

By: Joseph C. Meek
Name: JOSEPH C. MEEK
Title: VP - TREASURER



EXHIBIT A TO EQUIPMENT SCHEDULE
DATED AS OF 08/23/2013

Internal Contract Ref. # 9714222-001
Internal Order Ref. #

EQUIPMENT

Line	Part #	Description	Qty
1	1288010000	1288HD CAMERA CONTROL UNIT	3
2	0220210000	19000 LIGHT SOURCE	2
3	0240060917	SDC3 BASE W/ SDP1000 PRINTER KIT	2
4	0240030970	WISE 26IN VISION ELECT HDTV SURGICAL DISPLAY	5
5	0240030971	WHDTV WIRELESS TRANSMITTER	3
6	0620010610	PNEUMO SURE XL HIGH FLOW INSUFFLATOR	1
7	1288210122	1288 CAMERA HEAD AND COUPLER KIT	5
8	1288310130	1288HD CAMERA HEAD, UROLOGY	2
9	0240099011K	STANDARD VIDEO CART KIT	3
10	0240099110K	FLAT PANEL ROLL STAND KIT	1
11	0502539010	HD 5MM 0 DEG LAPAROSCOPE, AC	5
12	0502539030	HD 5MM 30 DEG LAPAROSCOPE, AC	3
13	0502539045	HD 5MM 45 DEG LAPAROSCOPE, AC	3
14	0502859010	HD 10MM 0 DEG LAPAROSCOPE, AC	5
15	0502859030	HD 10MM 30 DEG LAPAROSCOPE, AC	2
16	0502859045	HD 10MM 45 DEG LAPAROSCOPE, AC	2
17	0502990012	CYSTOSCOPE, 4MM 12 DEG AUTOCLAVABLE	1
18	0502990030	CYSTOSCOPE, 4MM 30 DEG AUTOCLAVABLE	2
19	0502990070	CYSTOSCOPE, 4MM 70 DEG AUTOCLAVABLE	1

 Initials

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

Internal Contract Ref. # 9714222-001

Internal Order Ref. #

STIPULATED LOSS TABLE

Lessee Name: Health Management Associates, Inc.

Equipment Description: Stryker Endoscopy - See Exhibit A Attached Hereto & Made a Part Hereof.

Lessor's Capitalized Cost: \$313,576.80

Number of Months	Stipulated loss Value % of Lessor's Capitalized Cost
1	107.22
2	106.02
3	104.82
4	103.61
5	102.39
6	101.17
7	99.95
8	98.72
9	97.48
10	96.23
11	94.98
12	93.73
13	92.47
14	91.20
15	89.92
16	88.64
17	87.36
18	86.07
19	84.77
20	83.47
21	82.16
22	80.85
23	79.52
24	78.20
25	76.86
26	75.52
27	74.18
28	72.82
29	71.47

30	70.10
31	68.73
32	67.34
33	65.95
34	64.55
35	63.14
36	61.72
37	60.29
38	58.86
39	57.42
40	55.97
41	54.51
42	53.04
43	51.57
44	50.09
45	48.60
46	47.11
47	45.62
48	44.12
49	42.61
50	41.09
51	39.57
52	38.04
53	36.51
54	34.96
55	33.42
56	31.87
57	30.31
58	28.76
59	27.19
60	25.62



GE
Healthcare Financial Services

Internal Contract Ref. # 9714222-001
Internal Order Ref. #

**ACCEPTANCE CERTIFICATE
RELATING TO EQUIPMENT SCHEDULE DATED AS OF 08/23/2013
TO MASTER LEASE AGREEMENT
DATED AS OF 01/10/2012
EQUIPMENT DESCRIPTION: STRYKER ENDOSCOPY - SEE EXHIBIT A ATTACHED
HERETO & MADE A PART HEREOF.**

To: General Electric Capital Corporation (Lessor)

Pursuant to the provisions of the above referenced Equipment Schedule and Master Lease Agreement, the undersigned, on behalf of, and as authorized and instructed by, Lessee, hereby certifies that the Equipment described in the above-referenced Equipment Schedule has been delivered and received; that the Equipment has been fully assembled as required; that installation or other work necessary prior to the use of the Equipment has been fully completed as required; that the Equipment has been examined and/or tested and is in good order and operating condition and is in all respects satisfactory; and that Lessee has accepted the Equipment unconditionally.

Upon request of Lessor, Lessee shall promptly provide to Lessor copies of invoice(s) or other documentation acceptable to Lessor which show the date the Equipment was delivered to Lessee.

Lessee has read and reviewed the above-referenced Master Lease Agreement and Equipment Schedule, and hereby reaffirms and acknowledges its terms and conditions. Lessee further represents and warrants that all representations and warranties made by Lessee in such Equipment Schedule and Master Lease Agreement were true and accurate when originally made and are true and accurate as of the date set forth below.

The undersigned hereby certifies and represents that the undersigned is duly authorized to execute and deliver this ACCEPTANCE CERTIFICATE on behalf of the Lessee.

Lessee:

Health Management Associates, Inc.

By: Joseph C. Meek

Name: Joseph C. Meek

Title: VP & Treasurer

Date: 9/25/13