

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION**

IN RE:) **CHAPTER 11**
)
HUTCHESON MEDICAL CENTER, INC.) **Jointly Administered Under**
and HUTCHESON MEDICAL DIVISION,) **CASE NO. 14-42863-pwb**
INC.,)
)
Debtors.)

**REQUEST FOR ALLOWANCE AND PAYMENT OF
ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503**

COMES NOW the claimant identified below and hereby requests the allowance of an administrative expense claim pursuant to Section 503 of the Bankruptcy Code, arising from November 20, 2014 through November 20, 2015, showing the following:

CLAIMANT'S NAME AND ADDRESS: Meridian Leasing Corporation
Nine Parkway North, Suite 500
Deerfield, IL 60015

Amount of 11 U.S.C. § 503 Administrative Expense **\$ 112,313.32 (see summary attached as Ex. 1)**

1. The undersigned holds an administrative expense claim pursuant to 11 U.S.C. § 503 in the amount identified above against the following Debtor identified in these bankruptcy cases:

- Hutcheson Medical Center, Inc.
- Hutcheson Medical Division, Inc.

2. The consideration for this debt (or ground for this liability owed by the Debtor is as follows:

Payments for leased equipment under Master Lease Agreement dated 6/1/09 and Lease Supplement Number 1R dated 5/28/14, Lease Supplement Number 2 dated 9/4/14, and Lease Supplement Number 3 dated 1/7/15
(attached as group Exhibit 2)

3. The administrative expense is entitled to administrative priority under 11 U.S.C. § 503(b) and 11 U.S.C. § 507(a)(2) because:

The leased equipment under the attached Master Lease Agreement and Lease supplements are an actual, necessary cost of preserving the estate because the equipment is necessary for the continuing operation of the debtor's hospital/medical center.

4. A copy of the writing (invoice, purchase order, lease agreement, etc.) on which the administrative expense is founded, if any, is attached hereto ~~or cannot be attached for the reason set forth in the statement attached hereto.~~

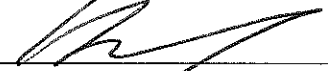
5. The amount of all payments on the administrative expense have been credited and deducted for the purpose of making this request.


6. The undersigned is aware that under 18 U.S.C. §§ 152 and 3571, the penalty for presenting a fraudulent claim in a bankruptcy case includes a fine of up to \$500,000 or imprisonment for up to five years, or both.

WHEREFORE, the undersigned requests that the Court allow the administrative expense or expenses requested herein, to be paid in accordance with the priorities set forth in the Bankruptcy Code and based upon availability of funds.

Dated: 3/1/16

Name of Claimant: Meridian Leasing Corporation

Signed: 

By (if appropriate): 

As Its (if appropriate): Attorney/Agent

INSTRUCTIONS:

Mail the completed form by March 7, 2016, to the Clerk, United States Bankruptcy Court, Northern District of Georgia, Room 339, 600 East First Street, Rome, Georgia 30161, with a copy served on Trustee's Claims Agent: (i) if by overnight or hand delivery: BMC Group, Attn: Hutcheson Medical Center, Inc. Claims Processing, 300 Continental Blvd., #570, El Segundo, CA 90245; (ii) if by first class mail: BMC Group, Attn: Hutcheson Medical Center, Inc. Claims Processing, PO Box 90100, Los Angeles, CA 90009.

ORIGINAL

MASTER LEASE AGREEMENT



LESSOR: Meridian Leasing Corporation
an Illinois corporation

ADDRESS: Nine Parkway North
Deerfield, Illinois 60015

LESSEE: Hutcheson Medical Center, Inc.
a Georgia non-profit corporation
ADDRESS: 100 Gross Crescent Circle
Fort Oglethorpe, Georgia 30742

AGREEMENT DATE: June 19, 2009

This contract is a Master Lease Agreement. The terms of each Supplement hereto are subject to any and all conditions and provisions set forth herein at the time of execution of such Supplement as the same may have been amended prior to the execution of such Supplement. Each Supplement shall provide a description of Equipment, Lease Term, Rental Payment(s), Location of Equipment, Supplement Commencement Date and such other information as may be required. Each Supplement is enforceable according to the terms and conditions contained therein and in the event of a conflict between the language of the Master Lease Agreement and any Supplement hereto, the language of the Supplement shall prevail in respect to that Supplement. Each Supplement together with the terms and conditions of this Master Lease Agreement incorporated therein is referred to herein as the "Lease" or "Lease Agreement" and constitutes a "finance lease" as defined in Section 2A-103(g) of the Uniform Commercial Code. Lessor, by its acceptance hereof, hereby leases to Lessee, and the Lessee hereby leases from Lessor, in accordance with the terms and conditions set forth herein and in the applicable Supplement, the Equipment described on the Supplement and in any attachments thereto (the "Equipment"). Lessor and Lessee acknowledge that in the case of certain Supplements, Schedule A thereto constitutes only a summary of the Equipment necessitated by space limitations. However, both parties further acknowledge that the totality of the Equipment is contained in the invoices and related documents pursuant to which the Equipment was originally procured from its manufacturer (and the exhibits and attachments thereto), which items, (including applicable serial numbers) are incorporated by reference into the applicable Supplement. At the expiration of the term of each Supplement, Lessee shall return the exact items specified in such invoices and related documents.

1. LEASE TERM

This Master Lease Agreement shall be effective from the date hereof. As to any particular item of Equipment, the term shall continue as stated in the applicable Supplement, from the respective Supplement Commencement Date, as, from time to time, Equipment described in any Supplement is accepted by Lessee. Said term shall be automatically extended at the monthly lease rate in effect at the end of said term unless and until terminated by either party hereto giving the other not less than ninety (90) days prior written notice. Acceptance ("Acceptance") shall occur on or before the fifth day after the Equipment has been delivered and, if applicable, approved for coverage under a prime shift maintenance contract by the manufacturer thereof or other applicable maintenance organization. Lessee agrees both to advise Lessor on the Acceptance date and thereupon to execute and deliver to Lessor a Certificate of Acceptance.

2. PAYMENTS OF RENT

Unless otherwise set forth in the respective Supplement, the following shall apply: The first rental payment shall be due upon the Acceptance of the Equipment by Lessee, and such payment shall cover the lease month or other period commencing on the Supplement Commencement Date. Each subsequent rental payment shall be due and payable in advance, for the lease period covered by such payment, on the first day thereof. In the event Acceptance occurs prior to the Supplement Commencement Date, interim rental shall be paid by Lessee in the amount equal to a proration on a per diem basis of the Monthly Rent, as hereinafter defined, for the period commencing as of the date of Acceptance to the Supplement Commencement Date. All rental and other payments by Lessee under this Lease shall be made to Lessor at its address stated above or at such other address as Lessor may designate in writing and if payment shall be made by check, such check shall arrive at such address in sufficient time so that the same shall arrive on or before the date the rental payment shall be due. Monthly rent payable with respect to each item of Equipment ("Monthly Rent") shall be as set forth for such item in the applicable Supplement. Any and all amounts payable to Lessor hereunder other than Monthly Rent shall be considered and referred to herein as "Supplemental Rent". Monthly Rent, together with Supplemental Rent, shall be referred to herein as "Rent". This Lease provides for a net lease, and the Rent due hereunder from Lessee to Lessor shall be absolute and unconditional and shall not be subject to any abatement, recoupment, defense, claim, counter-claim, reduction, set-off, or any other adjustment of any kind for any reason whatsoever.

3. ADDITIONAL SUMS PAYABLE BY LESSEE

(a) All transportation, transit insurance and other charges payable for delivery of the Equipment to Lessee, and for installation of the Equipment, shall be paid by Lessee.

(b) Lessee shall promptly pay all costs, expenses and obligations of every kind and nature incurred in connection with the use, maintenance, servicing, repair or operation of the Equipment which may arise or be payable during the Lease term of such Equipment hereunder, except as specifically provided herein, and shall keep the Equipment in as good repair, condition and working order as when delivered to Lessee hereunder, reasonable wear and tear from the proper use thereof alone excepted, and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in such good repair, condition and working order, at the expense of Lessee, and in addition will permit the manufacturer to make all free-of-charge engineering charges, all so that the Equipment will remain acceptable to the manufacturer for maintenance. Without limiting the foregoing, Lessee shall, during the continuance of this Lease, at its own expense, make appropriate arrangements for maintenance of each item of Equipment, including without limitation with respect to each item of Equipment entering into and maintaining in force a contract with the manufacturer of the Equipment or other person or entity approved in writing by Lessor covering at least prime shift maintenance.

(c) Lessee shall indemnify and hold harmless Lessor against and shall pay all federal, state, county or local taxes, fees or other charges, however designated (together with any related interest or penalties not arising from negligence on the part of Lessor), imposed or assessed against or with respect to this Lease, Rent hereunder, the Equipment, Lessor or Lessee or payable by Lessor or Lessee with respect to the use, lease, sale, purchase, delivery, possession, sublease or ownership of the Equipment, excepting only (i) taxes on or to the extent measured by the net income of Lessor; and (ii) sales, use or similar taxes paid by Lessor if, and only if, any such taxes are included as part of the acquisition cost of any Equipment. Lessor shall give Lessee and Lessee shall give Lessor written notice of any event or condition which requires indemnification by Lessee hereunder or any allegation of such event or condition, promptly upon obtaining knowledge thereof. Lessee shall not be obligated to pay any amount under this Section 3 so long as Lessee shall in good faith and by appropriate proceedings contest and diligently prosecute the validity of the amount thereof unless such contest would adversely affect the title of the Lessor to the Equipment or would subject it to forfeiture or sale, provided that Lessee shall make any required deposits during such contest. Upon resolution of such contest, Lessee shall promptly pay all amounts then owing. In case any report or return is required to be made with respect to any obligation of Lessee arising out of this Section 3, Lessee will either make such report or return in such manner as shall be satisfactory to Lessor or, if requested by Lessor, furnish information to Lessor necessary to complete such report or return by Lessor.

4. WARRANTIES

(a) Lessor hereby warrants and covenants to Lessee that so long as no Event of Default has occurred and is continuing under the applicable Supplement hereto, Lessee shall and may quietly have, hold and enjoy the Equipment and every part thereof leased hereunder for the term of this Lease, as such term may be extended hereunder, free from disturbance by Lessor or its agents, employees, successors or assigns, or by anyone (whether the holder of a lien or otherwise) claiming solely by, through or under Lessor. LESSOR HAS NOT MADE AND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER, EXPRESS OR IMPLIED WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT OR ANY PART OR THE DESIGN OR CONDITION THEREOF. Subject to the provisions of Section 10 hereof, Lessor hereby transfers and assigns to Lessee during the term of this Lease all of its right, title and interest in any express or implied warranties and covenants of any Equipment manufacturer or vendor which are assignable by Lessor. Lessor and Lessee agree to execute any manufacturer's transfer of "Patent and Copyright Indemnity" and "Warranties" documents with respect to the Equipment leased hereunder.

(b) Lessee, at the time of execution of this Master Lease Agreement and any Supplement hereto, hereby warrants and represents to Lessor, Secured Party, as hereinafter defined, and their respective successors and assigns: (i) that execution, delivery and performance of this Lease have been duly authorized by all necessary corporate action on its part and are not in conflict with its charter or bylaws or with or constitute a breach of or default under any indenture, contract or agreement by which it is bound, or with any statute, judgement, decree, rule or regulation binding upon it; (ii) that no consent or approval of any trustee or holder of any indebtedness or obligation, and no consent or approval of, or taking of any other action with respect to, any governmental authority, is necessary for execution, delivery or performance of this Lease; (iii) that this Lease is legal, valid, binding, and enforceable against the Lessee in accordance with its terms, subject to enforcement limitations imposed by rules of equity or by bankruptcy or similar laws; (iv) Lessee is validly existing and in good standing in the jurisdiction(s) of its organization and where the Equipment will be located and has adequate corporate power to enter into and perform this Lease; and (v) there are no actions, suits or proceedings pending or, to the knowledge of Lessee threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on, the ability of Lessee to perform its obligations under this Lease;

(c) Lessee hereby covenants and agrees that it shall promptly notify Lessor if Lessee changes its name or state of registration. Lessee hereby represents and warrants that the information provided in the Addendum hereto is true and correct.

5. POSSESSION, USE AND MAINTENANCE OF THE EQUIPMENT

(a) The Equipment shall be kept by Lessee (1) subject to inspection by Lessor at reasonable times and manner, (2) at Lessee's address, as stated on each Supplement hereto, which Equipment shall not be relocated without prior written consent of Lessor, which consent shall not be unreasonably withheld, (3) free of all security interests of any kind whatsoever, liens, encumbrances and other claims, except (i) those of persons claiming solely against Lessor but not Lessee on account of obligations which Lessee is not required by this Lease to discharge, and (ii) liens of current taxes not delinquent (except liens for taxes which are being contested by Lessee as provided in Section 3 hereof), (4) marked with the manufacturer's identification marks or numbers and, if requested by Lessor or Secured Party, conspicuously labeled with labels supplied by Lessor or Secured Party to disclose Lessor's and any Secured Party's interest in the Equipment, and (5) in good and efficient working order, condition and repair, reasonable wear and tear excepted, and acceptable for maintenance under the manufacturer's maintenance agreement at the expiration of the Lease term, with the Equipment covered by a manufacturer's band (or similar indication, where available). Lessee will, within ten (10) working days of receiving notice thereof, promptly notify Lessor in writing of any mortgage, pledge, lien, attachment, charge, encumbrance or right of others which has arisen with respect to the Equipment.

(b) Lessee shall use the Equipment with due care to prevent injury thereto, and to any person or property, and in conformity with all applicable laws, ordinances, rules, regulations and other requirements of any insurer or governmental body and with all requirements of the manufacturer with respect to the use, maintenance and operation of the Equipment. Lessee shall not modify any Equipment without the prior written consent of Lessor, which may be granted or withheld in its sole discretion. It is the intention and understanding of both Lessor and Lessee that the Equipment shall be and at all times remain separately identifiable personal property. Lessee shall not permit any Equipment to be installed in, or used, stored or maintained with, any personal property (except other Equipment leased hereunder) in such manner or under such circumstances that such Equipment might be or become an accession to or confused with such other personal property. Lessee shall not permit any Equipment to be installed in or used, stored or maintained with, any real property in such a manner or under such circumstances that any person might acquire any rights in such Equipment paramount to the rights of Lessor or Secured Party by reason of such Equipment being deemed to be real property or a fixture thereon.

6. RISK OF LOSS

(a) Lessee assumes and shall bear the entire risk of partial or complete loss, theft, damage, destruction, condemnation, requisition, taking by eminent domain or other interruption or termination of use of the Equipment from any cause whatsoever, whether or not insured against, from the date of delivery of the Equipment until the Equipment is returned to and received by Lessor. Except as otherwise expressly provided herein, no such loss, theft, damage, destruction, condemnation, requisition, taking by eminent domain or other interruption or termination of use of the Equipment, and no delay, deficiency or absence of insurance proceeds, and no unavailability, delay or failure of supplies, parts, mechanisms, devices or service for the Equipment or any failure of the Equipment to function for any cause, shall relieve Lessee of the obligation to pay Rent hereunder. Lessee's obligation to pay all Rent, and the rights of Lessor and the Secured Party in and to such payments, shall be absolute and unconditional and except as otherwise expressly provided herein, this Lease shall not terminate, nor shall the respective obligations of the

Lessor or the Lessee be affected, by reason of any defect in or Total Casualty (as defined in this Section 6) to or obsolescence of the Equipment or any item thereof from whatever cause, or the interference with the use thereof by any private person, corporation or governmental authority, or any other disability of the Lessee to use the Equipment, or war, act of God, or governmental regulations, any present or future law or regulation to the contrary notwithstanding. Lessee shall promptly notify Lessor in writing of the occurrence of any of the above events and all pertinent details connected therewith. Except during any period when an Event of Default shall have occurred and shall be continuing, Lessee shall be entitled to the proceeds of any claim or right of Lessor or Lessee against any third party on account of any of the foregoing events and Lessee shall be subrogated to the Lessor's right of recovery therefor against any third party. Lessor shall execute and deliver from time to time such instruments and take such other action as may be necessary or appropriate to more fully vest in Lessee such proceeds or effect such subrogation, provided, however, that all costs and expenses, including court costs and attorneys' fees, incurred in connection with enforcing or realizing upon any such claim or right to proceeds or obtaining enforcement of or realizing upon such right of subrogation, shall be paid by Lessee.

(b) In the event any item of Equipment is physically damaged to a material extent by any occurrence whatsoever, Lessee shall immediately notify Lessor of such damage and, unless Lessor shall determine that Section 6(c) hereof is applicable to such damage, Lessee, at Lessee's expense, shall promptly cause such item of Equipment to be returned to the condition described in Sections 3 and 5 hereof.

(c) In the event any item of Equipment shall be lost, stolen, destroyed, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever, or shall be subjected to a requisition, taking by eminent domain or other interruption or termination of use for a stated period which exceeds the term of this Lease (any such occurrence being referred to as "Total Casualty"), Lessee shall promptly notify Lessor and either: (i) obtain replacement equipment of like model and features, having utility and remaining useful life at least equal to that of each such replaced item of Equipment and, in which case, Lessee shall immediately convey to Lessor good title for all such replacement equipment free of all liens, claims or encumbrances and such replacement equipment shall be substituted for each such item of Equipment replaced hereunder; or (ii) pay to Lessor, on the next Monthly Rent payment date for such item of Equipment following such Total Casualty, an amount equal to the Casualty Value (specified in the applicable Supplement) of such item of Equipment on such Monthly Rent payment date. If Lessee elects to pay the Casualty Value rather than replace the Equipment, after the payment of such Casualty Value and all Monthly Rent due and owing for the period prior to the date of the Total Casualty with respect to such item of Equipment, Lessee's obligation to pay further Monthly Rent for such item of Equipment shall cease, but Lessee's obligation to pay Rent for all other items of Equipment, shall remain unchanged. So long as no Event of Default shall have occurred and be continuing under this Lease, and provided Lessee shall have made the Casualty Value payment identified above, Lessor shall pay Lessee any insurance proceeds received by Lessor by reason of such Total Casualty up to the amount of the Casualty Value paid by the Lessee.

7. INSURANCE

Lessee shall at all times during the term of this Lease and until the Equipment has been returned to Lessor as provided below, at its own expense, maintain physical damage insurance in an amount not less than the replacement value of the Equipment but in no event less than the Casualty Value thereof, and liability and property damage insurance covering the Equipment (including Lessee's contractual liability under Section 9 hereof), in such amount, and with such companies (which shall be licensed by the state in which the Equipment is located) and such endorsements and covering such hazards, as are in general usage by companies owning or operating similar property and engaged in a business similar to Lessee's, in order to adequately protect the parties hereto. All insurance so maintained shall provide for a thirty-day prior written notice to Lessor and its assigns of any cancellation or reduction of coverages and an option in Lessor or its assigns to prevent cancellation by payment of premiums, shall cover both the interest of the Lessor and any assigns of which the Lessee has notice and of the Lessee in the Equipment, and shall provide that all insurance proceeds shall be payable to the Lessee, Lessor and any such assignee as their respective interests may appear at the time of any such payment. Lessor and any such assignee shall be named as additional insureds on any public liability insurance policies so maintained. Lessee shall furnish to Lessor satisfactory evidence of any insurance so maintained no later than the date of delivery of each item of Equipment and once annually, upon Lessor's request, during the term hereof. Lessee's above obligation shall commence on the initial date of delivery of the Equipment and shall continue until the Lease term hereof expires and the Equipment is returned to Lessor. Lessee shall cooperate and, to the extent possible, cause others to cooperate with Lessor and all companies providing any insurance to Lessee or Lessor or both with respect to the Equipment in collection on or enforcement of any such insurance. By this Section 7, Lessor does not modify or limit any provision of this Lease relating to disclaimer of warranties and liability, or indemnity.

8. RETURN OF EQUIPMENT

Upon the expiration or earlier termination of the Lease term, Lessee shall return the Equipment to Lessor in the same condition and configuration including original serial number, as received, reasonable wear and tear excepted and in the condition required by Sections 3 and 5 hereof, and shall cause the Equipment to be inspected by agent(s) of the respective manufacturer(s), if Lessor so requests, repaired, if necessary, so as to place the Equipment in the foregoing condition, crated, and shipped by truck or other normal ground transportation to such address as Lessor may designate. Lessee shall pay all expenses arising from the above requirements, provided that shipping charges payable by Lessee shall be limited to an amount equal to the cost of shipping the Equipment to any location within the Continental United States. Notwithstanding the provision of any notice contemplated by Section 1 above, in the event that, in contravention of said notice, any item of Equipment is not returned at the expiration of any Supplement, Lessor shall be entitled without notice or demand to receive Supplemental Rent for each day that such return is delayed at the rate of 100% of the daily proration of Monthly Rent. Lessee's failure to return the Equipment in accordance with the original notice shall also cause the applicable Supplement to continue in effect until terminated by either party upon not less than ninety (90) days additional prior written notice.

9. DISCLAIMER OF LIABILITY AND INDEMNITY

Lessor shall not be liable for, and Lessee agrees to indemnify and hold Lessor, Secured Party, and their respective successors and assigns harmless against any loss, claim, action, suit, demand, proceeding, liability, penalty, cost, damage, obligation, lien or expense of any kind on account of personal injury, property damage or otherwise, including but not limited to any matter arising under strict liability in tort, imposed on or incurred by or asserted against Lessor or Secured Party or its or their successors or assigns, including without limitation attorneys' fees incurred on account of any of the foregoing, in any way relating to this Lease or any document contemplated hereby, or in any way relating to the selection, manufacture, purchase, acceptance, ownership, delivery, installation, lease, sublease, possession, use, operation, maintenance, condition, return or storage of any item of Equipment, or any accident in connection therewith, or arising by operation of law as a consequence of any of the foregoing. The provisions of this Section 9 shall survive any termination of this Lease, provided, however, that the Lessee shall not be required to indemnify the Lessor for (a) any claim in respect of any item of Equipment arising from acts or events which occur after possession of such item has been redelivered to the Lessor, or (b) any claim resulting from the willful misconduct or negligence of the Lessor. Lessee shall give Lessor prompt written notice of any matter hereby indemnified against and agrees that unless directed to the contrary by written notice by the indemnified party, Lessee shall assume full responsibility for the defense thereof on behalf of such party.

10. EVENTS OF DEFAULT

(a) Each of the following shall constitute an Event of Default hereunder: (i) default in the payment of any Rent hereunder and continuance thereof for ten (10) days after notice by Lessor to Lessee of said default; (ii) failure by Lessee to make any other payment required by this Lease, or to perform any other of Lessee's agreements set forth in this Lease, within thirty (30) days after notice thereof is given by Lessor to Lessee; (iii) Lessee becomes insolvent or admits in writing its inability to pay its debts as they mature, or applies for, consents to, or acquiesces in the appointment of a trustee or a receiver or similar officer for it or any of its property, or, in the absence of such application, consent or acquiescence, a trustee or receiver or similar officer is appointed for Lessee or for a substantial part of its property and is not discharged within sixty (60) days, or any bankruptcy, reorganization, debt, dissolution or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against Lessee, and if instituted against Lessee is consented to or acquiesced in by Lessee or remains for sixty (60) days undismissed; (iv) Lessee shall make an assignment for the benefit of creditors; (v) any warranty, representation, statement or report made in writing by Lessee in this Lease or in any document or certificate furnished in connection with this Lease or any financing obtained in connection therewith proves to have been untrue or incorrect in any material respect; or (vi) Lessee shall be a party to a transaction governed by Section 11(a) below without complying with such Section.

(b) Upon the occurrence of an Event of Default and so long as the same is continuing, Lessor may, at its option, declare the applicable Supplement(s) to be in default by notice to Lessee, and thereafter exercise one or more of the following remedies, as Lessor in its sole discretion lawfully elects:

(1) Proceed by court action, either at law or in equity, to enforce performance by Lessee of this Lease or to recover damages for the breach thereof.

(2) By notice terminate the applicable Supplement, whereupon all rights of Lessee in the Equipment subject to said Supplement will absolutely cease but Lessee will remain liable as hereinafter provided; and thereupon Lessee, if so requested, will at its expense promptly return the Equipment to Lessor at the place designated by

to the terms hereof, or Lessor, at its option, may enter the premises where the Equipment is located and take immediate possession of and remove the same in a lawful manner. Lessee will, without further demand, forthwith pay Lessor an amount equal to any past due Rent which was due and payable for all periods up to and including the Monthly Rent payment date following the date on which Lessor has declared the Supplement to be in default, plus, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the Casualty Value of the Equipment then subject to the applicable Supplement, computed as of such Monthly Rent payment date. Following the return of the Equipment to Lessor pursuant to this clause (2), Lessor will proceed to sell or re-lease the Equipment in a commercially reasonable manner. The proceeds of such sale or re-lease will be applied by Lessor (A) first, to pay all costs and expenses, including reasonable legal fees and disbursements, incurred by Lessor as a result of the default and the exercise of its remedies with respect thereto, (B) second, to pay Lessor an amount equal to any unpaid past due Rent due and payable plus the Casualty Value, to the extent not previously paid by Lessee, and (C) third, to reimburse Lessee for the Casualty Value to the extent previously paid as liquidated damages. Any surplus remaining thereafter will be retained by Lessor. To the extent Lessee has not paid Lessor the amounts specified in this clause (2), Lessee will forthwith pay such amounts to Lessor plus interest provided in Section 12 on such amounts, computed from the date the Casualty Value is payable hereunder until such amounts are paid.

(c) In addition, Lessee shall be liable for any damages and expenses which Lessor shall have sustained by reason of the breach of any covenant, representation or warranty of this Lease other than for the payment of the Monthly Rent, and shall be liable for any and all unpaid amounts due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable attorneys' fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, including all costs and expenses incurred in connection with the return of any item of Equipment. Upon the occurrence and during the continuance of an Event of Default hereunder, Lessor shall be exclusively entitled to enforce the warranties assigned to Lessee under Section 4 hereof, notwithstanding such assignment.

(d) A cancellation or termination hereunder shall occur only upon written notice by Lessor to Lessee, or repossession as provided above, and only with respect to such items of Equipment as Lessor specifically elects to cancel or terminate by such notice or repossession. Except as to any such item of Equipment with respect to which there is a cancellation or termination, this Lease shall remain in full force and effect and Lessee shall be and remain liable for the full performance of all its obligations.

11. SUBLEASE AND ASSIGNMENT

(a) LESSEE SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR AND SECURED PARTY WHICH MAY BE GRANTED OR WITHHELD IN THEIR SOLE DISCRETION, (i) SUBLEASE, ASSIGN, PLEDGE, HYPOTHECATE OR IN ANY OTHER WAY TRANSFER THIS LEASE, THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR (ii) PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN LESSEE OR LESSEE'S EMPLOYEES. Any assignment, sublease, pledge, hypothecation or transfer for which consent is required hereby and which is made without such consent shall be void. The consent of Lessor or Secured Party to any of the foregoing applies only to the specific instance in which given, and shall not be deemed a consent to any subsequent like act by Lessee or any other person. Subject to the foregoing, this Lease inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto. Lessee's interest herein shall not be assigned by operation of law. Notwithstanding the foregoing, Lessee shall be entitled to assign or transfer this Lease, the Equipment and its interests in this Lease and the Equipment in connection with a sale of all or substantially all of its assets to, or a consolidation of Lessee with, or a merger of Lessee into, any corporation, so long as Lessee provides Lessor with forty-five (45) days prior written notice and such corporation assumes the obligations of Lessee under this Lease and Lessee provides written evidence satisfactory to Lessor that immediately following such sale, consolidation or merger such corporation is in the opinion of Lessor no less credit-worthy than Lessee immediately prior to such sale, consolidation or merger. Lessor and any direct or remote assignee of any right, title and interest of Lessor hereunder shall have the right at any time or from time to time to assign to any third party all or any part of its right, title and interest in and to this Lease or the Equipment.

(b) Lessor may obtain financing through financial institutions and secure such financial institutions ("Secured Party") by granting a security interest in or lien on all or any part of Lessor's interest in the Equipment, the applicable Supplement, any collateral therefor, and amounts payable by Lessee under the applicable Supplement. Such financing may include the purchase of the Equipment by the Secured Party. In the event of such financing (1) the lien instrument or security agreement will specifically provide that it is subject to Lessee's rights as herein provided; (2) such assignment of the applicable Supplement or any interest herein will not relieve Lessor from its obligations hereunder or be construed to be an assumption by Secured Party of such obligations (but Secured Party may perform, at its

option, some or all of Lessor's obligations); (3) upon appropriate notice and upon request by Secured Party, Lessee will execute such acknowledgements and other documentation as may be requested by Lessor or Secured Party and Lessee will thereafter pay directly to Secured Party all Rent and other amounts payable hereunder; and (4) Lessee's obligations hereunder, including, without limitation, its obligation to pay Rent and other amounts hereunder, shall be absolute and unconditional and shall not be subject to any reduction, abatement, defense, set-off, counterclaim or recoupment for any reason whatsoever. Lessee acknowledges that any assignment or transfer by Lessor permitted under this Lease shall not materially change Lessee's duties or obligations under this Lease or materially increase the burdens or risks imposed upon Lessee.

12. GENERAL

(a) Any provision herein that Lessee shall take any action shall require Lessee to do so at its sole cost and expense. Lessee shall pay Lessor interest at the maximum rate permitted by applicable law, but in no event in excess of a rate of 1-1/2% per month, on any amount past due from the date it is required to make any payment of Rent or other amount hereunder. Such interest shall be payable with respect to the period commencing on the date such payment is due through the date such payment is actually made.

(b) Any notice hereunder shall be in writing and shall be deemed to be given when delivered, including but not limited to overnight courier or electronic transmission or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid and addressed to Lessee or Lessor at its respective address shown on the first page hereof, or to either party at such other address it has designated as its address for purposes of notice hereunder.

(c) Promptly upon Lessor's written request, Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action, as may reasonably be necessary in the opinion of Lessor, or Lessor's counsel, to protect Lessor's or any Secured Party's interests in the Equipment, this Lease and any Rent, including, but without limitation, the obtaining and execution of landlord and mortgage waivers and Uniform Commercial Code financing statements in recordable form, incumbency certificates and, at Lessee's expense, opinion of Lessee's legal counsel regarding the matters contained in Section 4(b) hereof. Alternatively, Lessee hereby authorizes Lessor to file Uniform Commercial Code financing statements in recordable form on its behalf with respect to the Equipment. Upon Lessor's written request, Lessee also agrees to provide quarterly financial statements and annual audited financial statements in the form previously furnished to Lessor within 120 days of the end of each quarter and Lessee's fiscal year end. Lessor may file or record a copy of this Lease, as a financing statement or for any other purpose.

(d) Lessor hereby informs Lessee of the following: i) Lessor did not select, manufacture or supply the Equipment; ii) Lessor acquired the Equipment or the right to possession and use of the Equipment in conjunction with this Lease; iii) in the case of new equipment, the party supplying the Equipment to Lessor ("Supplier") is as stated on the applicable Supplement hereto or schedules thereto; iv) Lessee is entitled under Article 2A of the Uniform Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by Supplier in connection with, or as part of contract by which Lessor acquired the Equipment or the right to possession and use of the Equipment; and v) Lessee may communicate with Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. Lessee hereby acknowledges that it received this notification from Lessor prior to Lessee signing the Lease. Lessee hereby certifies that the Lessor is not known to be in default under the terms of said Lease and Lessee has no known claim against Lessor under this Lease as of the date hereof. Lessee hereby waives any right it may have under Section 2A-517 of the Uniform Commercial Code or otherwise to revoke its acceptance for any reason whatsoever including but not limited to: i) any assumption by Lessee that a nonconformity would be cured; ii) any inducement of acceptance by the Lessor's assurances or any difficulty to discover a nonconformity before acceptance; or iii) any Lessor default under this Lease. Lessee further hereby waives its rights under Section 2A-401 and 2A-402 of the Uniform Commercial Code to suspend performance of any of its obligations under this Lease with respect to the Equipment hereby accepted.

(e) This Lease is, and is intended to be, a lease, and Lessee does not acquire hereby any right, title or interest in or to the Equipment except the right to use the same as Lessee under the terms hereof. Both Lessor and Lessee agree to characterize this Lease as a lease for Federal income tax purposes, such that Lessor shall receive the benefits of any depreciation and investment tax credit, allowance or

similar benefit associated with any item of Equipment. In the event that this Lease is not held to be a lease, Lessee hereby grants to Lessor a lien on and security interest in the Equipment and all proceeds thereof to secure the payment and performance of Lessee's obligations to Lessor under this Lease.

(f) This Master Lease Agreement and all Supplements duly executed and attached hereto from time to time constitute the entire agreement between the parties hereto with respect to the Equipment, and any change or modification hereto and any related agreement must be in writing and signed by the parties hereto. There shall be a single executed original of this Master Lease Agreement which shall be marked and for the purposes hereof shall be referred to as the "Original"; all other counterparts shall be marked "Duplicate". With respect to any Supplement to this Master Lease Agreement executed by the parties hereto, the following shall apply: (i) each such Supplement shall constitute a new lease between the parties; (ii) there shall be a single executed original of each such Supplement marked "Original"; (iii) all other counterparts of such Supplement shall be marked "Duplicate"; and (iv) to the extent, if any, that any such Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction) no security interest therein may be created through the transfer or possession of the Original of this Master Lease Agreement or any Duplicate of such a Supplement, but such security interest may be created by the transfer or possession of the Original of such Supplement together with a certified copy of this Master Lease Agreement.

(g) Lessor is not, and shall not be deemed to be, an agent, employee or representative of Lessee or any manufacturer of any Equipment, for any purpose whatsoever.

(h) If this Lease or any provision hereof shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of this Lease in other respects and in other jurisdictions shall not be in any way impaired or affected thereby. No covenant or condition of this Lease can be waived except by the written consent of the party to be bound by such waiver. No waiver by Lessor of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. Forbearance or indulgence by Lessor or Lessee in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which such forbearance or indulgence may apply, and, until complete performance by such party of such covenant or condition, Lessor or Lessee, as the case may be, shall be entitled to invoke any remedy available to such party under this Lease or by law or in equity or otherwise despite said forbearance or indulgence. This Lease shall be governed by the laws of the State of Illinois. Lessee hereby submits to the jurisdiction of the state and federal courts located in Illinois. **LESSEE HEREBY KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS LEASE OR ANY SUPPLEMENT, AND ANY AMENDMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH.**

(i) Should Lessee fail to make any payment or to do any act as herein provided, after notice to Lessee which is reasonable under the circumstances, Lessor shall have the right, but not the obligation and without releasing Lessee from any obligation hereunder or waiving Lessor's right to declare a default hereunder, to make or do the same, and to pay, purchase, contest or compromise any encumbrance, charge or lien which in the reasonable judgment of Lessor appears to materially and adversely affect Lessor's interest in the Equipment, and in exercising any such rights, Lessor may incur any liability and expend whatever amount in its reasonable discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall be without demand immediately due and payable by Lessee.

(j) Whenever the context of this Lease requires, the singular number includes the plural. Section headings contained herein are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument. Although this Lease is dated as of the date first above written for convenience, the Supplement Commencement Date shall be as specified in the applicable Supplement.

(k) This Master Lease Agreement may be canceled by Lessee in writing, provided all outstanding Supplements hereunder have either expired or have been terminated with respect to their individual termination provisions, and that no Events of Default are continuing under any Supplements, and Lessee has fulfilled all obligations under all such Supplements.

LESSOR:

MERIDIAN LEASING CORPORATION

By: [Signature]

Title: [Signature]

LESSEE:

HUTCHINSON MEDICAL CENTER, INC.

By: [Signature]

Title: VP & CFO

ORIGINAL



ADDENDUM TO
MASTER LEASE AGREEMENT
DATED June 19, 2009
BETWEEN MERIDIAN LEASING CORPORATION
AND Hutcheson Medical Center, Inc.

The following information is true and correct as of the date hereof:

- (i) Lessee's full and correct legal name is Hutcheson Medical Center, Inc.¹;
- (ii) Lessee is a non-profit corporation² validly existing and in good standing under the laws of the State of Georgia;
- (iii) Lessee's organizational i.d. number is K503543³; and
- (iv) Lessee's federal tax i.d. number (FEIN) is 58-2176794.

HUTCHESON MEDICAL CENTER, INC.

(Lessee)

By VPJ/RO
Title: _____

¹ Insert complete name as stated on organizational documents.

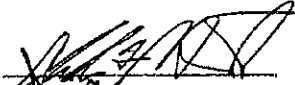
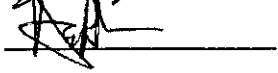
² Insert form of entity, such as corporation, limited liability company, limited partnership, or general partnership

³ This is a number provided by the Secretary of State of most states upon filing organizational documents.

CERTIFICATE OF INCUMBENCY AND AUTHORIZATION


The Undersigned, a duly elected and acting _____ Secretary of Hutcheson Medical Center, Inc., a Georgia non-profit corporation (the "Company") does hereby certify as follows:

- A) The following listed persons are duly elected and acting officers or designated representatives of the Company (the "Officers" or designated representatives) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;
- B) The Officers and designated representatives were and are duly authorized, as signatories on behalf of the Company, to negotiate, execute and deliver the Master Lease Agreement dated as of June 19, 2009, between Meridian Leasing Corporation, as lessor, and the Company, as lessee (the "Master Lease"), Supplements to the Master Lease, Acceptance Certificates, and such other documents and instruments as may be necessary to consummate the lease transactions thereunder.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Charles L. Stewart</u>	<u>PRESIDENT/CEO</u>	
<u>Douglas R. Worsick</u>	<u>VP/CEO</u>	
_____	_____	_____

WITNESS MY HAND and the corporate seal of the Company this 30th day of September, 2009.

SEAL



Secretary



ORIGINAL

05/28/2014 sb

SUPPLEMENT NUMBER 1R

LESSEE: Hutcheson Medical Center, Inc.

MASTER LEASE AGREEMENT DATE: June 19, 2009

This Supplement is issued pursuant to the Master Lease Agreement identified above. All of the terms and conditions of the Master Lease Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Supplement. This Supplement, together with the terms and conditions as incorporated herein, constitutes a separately enforceable lease agreement with respect to the Equipment.

Lessee acknowledges that any assignment or transfer by Lessor permitted under this Lease shall not materially change Lessee's duties or obligations under this Lease or materially increase the burdens or risks imposed upon Lessee.

SUPPLEMENT COMMENCEMENT DATE: June 01, 2014

The Lease Term shall begin on the Supplement Commencement Date. To the extent that the Equipment is accepted prior to that date, the Lessee shall pay to the Lessor an interim rental representing a proration on a per diem basis of the initial monthly rental.

EQUIPMENT: Manufactured by B Braun, Beckman Coulter, Philips Healthcare

See Equipment/Location Schedule A to Supplement Number 1R.

LEASE TERM AND RENTAL PAYMENTS: Term 48 months, payable monthly on the first day of each month. The amount of payment for months 1 through 12 is \$10,000.00 per month. The amount of payment for months 13 through 24 is \$13,750.00 per month. The amount of payment for months 25 through 36 is \$17,900.00 per month. The amount of payment for months 37 through 48 is \$19,536.00 per month.

LOCATION OF EQUIPMENT:

See Equipment/Location Schedule A to Supplement Number 1R.

ADDITIONAL PROVISIONS TO SUPPLEMENT:

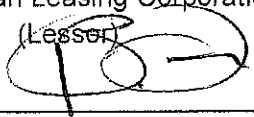
- Casualty Values Schedule B
- Additional Consideration..... Schedule C
- Purchase Agreement..... Schedule C

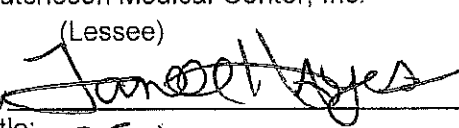
Meridian Leasing Corporation

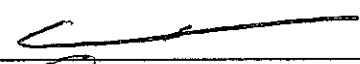
Hutcheson Medical Center, Inc.

(Lessor)

(Lessee)

By 
Title: CEO

By 
Title: CEO

By 
Title: SVP/CEO

ORIGINAL

EQUIPMENT/LOCATION SCHEDULE A
TO SUPPLEMENT 1R

To

Master Lease Agreement Dated June 19, 2009

Between

Meridian Leasing Corporation (Lessor)

And

Hutcheson Medical Center, Inc. (Lessee)

EQUIPMENT: Manufactured by B Braun, Beckman Coulter, Philips Healthcare

LOCATION: Hutcheson Medical Center, Inc.
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
134	621-100ES	OUTLOOK 100ES PUMP
13	8713030US	PERF SPACE SYRNG PUMP
13	8713130	POLE CLAMP
13	8713112A	POWER SUPPLY - US
2	628134	UNICEL DXH 800 W/FLRSTND
2	624991	19 IN LCD DISPLAY
2	629029	DXH 800 HEMATOLOGY SYST
2	773654	COMP SYS 2.13GHZ 2GB RAM
2	A65397	FLOOR STAND
2	A64685	COMPUTER CART
2	A70427	PWR SPLY UPS 120V
1	DLESTR2	PUMP CONFIG EDITOR
8	360-1300P E10L2	CURLIN IOD PUMP E10L2
9	360-1300P E1L2	CURLIN IOD PUMP E1L2
8	360-0141L 02	GRN 250 ML LOCKBOX
9	360-0141L 01	YLW 250 ML LOCKBOX
17	360-2005	BOLUS CORD CURLIN 6000
17	360-7044	MOOG DEV MGMT SYST
2	100622	iE33 Ultrasound System
2	-iE33	iE33 SYSTEM
2	-S5-1	S5-1 TRANSDUCER SPECIAL
1	795052	iE33 Ultrasound System
1	-D2CWC	D2CWC STATIC TRANSDUCER
1	-S12-4	S12-4 BRDBND PHSD ARRAY
1	-ACCO	ADULT CARD CLIN OPT
1	-2DQ	2DQ ADV. BNDL
1	-NETLINK	NETLINK/DICOM 3.0
1	795052	iE33 Ultrasound System
1	-D2CWC	D2CWC STATIC TRANSDUCER
1	-S7-2	S7-2OMNI TEE TRNSDUCER
1	-ACCO	ADULT CARD CLIN OPT
1	-2DQ	2DQ ADV. BNDL
2	98980129 2242	US CARD 200: iE33 ACT I
2	98980129 2388	US CARD iE33 SYS FUND
2	98980129 2239	US CARD iE33 SYS FUND
1	100743	XCELERA EXPRESS 3.1

ORIGINAL

EQUIPMENT/LOCATION SCHEDULE A
TO SUPPLEMENT 1R
PAGE TWO

Lessor and Lessee acknowledge that the foregoing constitutes only a summary of the Equipment necessitated by space limitations. However, both parties acknowledge that the totality of the Equipment is contained in the invoices and related documents pursuant to which the Equipment was originally procured from its manufacturer or distributor (and the exhibits and attachments thereto), which items are hereby incorporated by reference. Acceptance by Lessee under the manufacturer's sale documents shall be deemed acceptance hereunder, as of which date Lessee will provide Lessor with a Certificate of Acceptance hereunder. When and to the extent available, Lessor shall insert in this Supplement serial numbers based upon said documents or the Equipment. At the expiration of the term of this Supplement, Lessee shall return the exact items specified in such invoices and related documents.

This Schedule is hereby attached to and made a part of the Supplement to the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.

Lessee Address: Hutcheson Medical Center, Inc.
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742

ORIGINAL

SCHEDULE B TO SUPPLEMENT NUMBER 1R
To
Master Lease Agreement Dated June 19, 2009
Between
Meridian Leasing Corporation (Lessor)
And
Hutcheson Medical Center, Inc. (Lessee)

CASUALTY VALUES

The Casualty Value of the Equipment covered by the Supplement identified above, as of any date, shall be the amount indicated below opposite the period of time in which such date occurs. Values for those periods between the ones indicated below can be calculated through interpolation of nearest values.

Months Expired After Supplement Commencement Date	Casualty Value
0	\$634,600
12	\$528,109
24	\$446,572
36	\$384,142
48	\$336,342

After the term of lease for such Equipment, and until such item of Equipment has been surrendered to Lessor, as provided in the Master Lease Agreement, the Casualty Value of such Equipment shall be \$336,342.00.

Following payment of the Casualty Value, the Lessor and the Lessee shall each make reasonable efforts to obtain bids for the purchase of any existing Equipment suffering such Total Casualty. Such Equipment shall be sold for the highest cash offer then available, or if higher, other offer acceptable to Lessor and Lessee. Upon such sale, the Lessee shall be refunded the amount of the proceeds of the sale less the actual expenses incurred by Lessor in making the sale, including, without limitation, storage, insurance, advertising and sales taxes, but such refund shall not be in excess of the Casualty Value previously paid.

Following payment of the Casualty Value, the Lessee shall be entitled to the proceeds of any insurance covering the Equipment suffering such Total Casualty up to an amount not in excess of the Casualty Value previously paid, but in no event shall the aggregate of amounts refunded to or received by Lessee pursuant to this Schedule B exceed the Casualty Value.

This Schedule is hereby attached to and made a part of the Supplement of the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.

ORIGINAL

SCHEDULE C TO SUPPLEMENT NUMBER 1R
To
Master Lease Agreement dated June 19, 2009
Between
Meridian Leasing Corporation (Lessor)
And
Hutcheson Medical Center, Inc. (Lessee)

Maintenance and Return Conditions for Medical Equipment

In addition to the maintenance and return conditions set forth in the Lease, the Unit(s) covered by this Supplement also shall be subject to the following conditions. Lessee acknowledges that the leased Unit(s) must be maintained in good operating condition and appearance in accordance with the original manufacturers suggested maintenance recommendations. Lessee shall solely bear any expense incurred as may be required to maintain the leased Unit(s) to meet the minimum required return conditions detailed below:

- 1) Lessee warrants that the Unit(s) shall be installed, used and otherwise be in compliance with (i) any established operating procedures of the manufacturer, and (ii) all statutes, regulations, and orders of any governmental body having power to regulate the Unit(s) or its use.
- 2) Lessee shall obtain such licensing and registration of the Unit(s) as required by federal, state or local law or regulation.
- 3) During the term of the lease, Lessee shall maintain all Unit(s) in good condition and repair, and in good working order so as to meet or exceed manufacturer's original performance specifications for such Unit(s), thereby protecting the Unit(s) from deterioration, normal wear and tear excepted. Lessee shall furnish all parts, mechanisms and devices and servicing required therefor. All parts, mechanisms and devices related to repair as well as modifications, alterations, additions and operating accessions shall immediately become the property of Lessor and shall become a part of the Unit(s) and such parts, alterations, modifications will be made using only original manufacturers approved parts and components.
- 4) The Unit(s) will be maintained and operated by Lessee in accordance with all applicable environmental laws. Hazardous or toxic substances used, or resulting or emitting from, the operation or use of the Unit(s) will be handled in accordance with all applicable environmental laws.
- 5) If Lessee has the Unit(s) maintained by a party other than the manufacturer, Lessee agrees to pay all costs necessary to have the manufacturer re-certify that the Unit(s) will be eligible for the manufacturer's maintenance contract at the manufacturer's standard rates. Such re-certification will be required by Lessor prior to redelivery of the Unit(s).
- 6) Lessee shall give written notice of its intent to return the Unit(s) at least 180 days prior to lease expiration. If no notification is given, the lease will automatically be renewed for an additional six (6) month period at the original lease rate.
- 7) Upon lease expiration and assuming proper written notice to Lessor has been given, each Unit is to be de-installed and packaged by the manufacturer's technicians or acceptable party, in accordance with manufacturers recommended standards and procedures. The Lessee shall furnish a certificate as to the good condition of the Unit(s) prior to shipment. Lessee will also furnish all applicable and corresponding instructions and service manuals, service and repair records, and descriptive brochures.

ORIGINAL

SCHEDULE C TO SUPPLEMENT NUMBER 1R
PAGE TWO

- 8) Any Equipment component with predictable or scheduled replacements that have a measurable useful life, including "glassware" (image intensifiers and x-ray tubes) and crystals, shall have not less than 50% of such useful life remaining before the next such scheduled replacement, overhaul, recalibration or rebuild.
- 9) The Equipment shall include any and all accessories and components listed on the original invoice(s) as well as: (i) Software, including the operating system software (e.g., Microsoft TM Windows TM), which shall be the then current version available from the manufacturer or supplier; (ii) cards; (iii) memory (CPU) upgrades and related documentation; (iv) holograms; (v) codes; (vi) licenses; (viii) hard drives; (ix) connecting cables; (x) mice; (xi) keyboards; (xii) monitors (which may not exhibit "burn-in").
- 10) After proper notification, and until the Equipment is redelivered to Lessor, Lessee will make the Equipment available for inspection by the Lessor or any Lessor-designated representative under full power. Along with the return notice, Lessee will provide current digital pictures of the front, back and both sides of the Equipment as well as a picture of the complete serial number plate. Lessee will also provide a copy of the latest images taken by any imaging system (with patient identification details removed).
- 11) Prior to shipment, Lessee shall furnish proof in writing from the manufacturer's service/maintenance representative that the Equipment has passed performance tests within the manufacturer's specifications and has been re-certified for continued maintenance contract. Lessee will also furnish all applicable and corresponding instructions and service manuals, service and repair records, and descriptive brochures.
- 12) Lessee shall be responsible for all of Lessor's out-of-pocket costs and expenses incurred for the inspection, de-installing, packing, rigging, insurance and freight to the return location designated by Lessor.
- 13) Lessee will remove all passwords and patient information in compliance with Health Insurance Portability and Accountability Act before any Equipment is removed from Lessee's location. Lessor will not be responsible for, and will be held harmless from, any proprietary information left on the Equipment's hard drive by Lessee.

PURCHASE AGREEMENT:

The parties agree that, provided Lessee has made all of the lease payments provided above and is not otherwise materially in default of the Lease, upon expiration of the term of this Lease, at Lessee's election and upon payment of the agreed upon residual value of \$1.00, all right, title and interest to the Equipment shall pass to the Lessee. Upon such election and satisfaction of the terms herein, Lessor shall execute a Bill of Sale transferring title to Lessee. Lessee shall be entitled to file UCC-3 Financing Statement Amendments terminating any interest Lessor may have in the Equipment.

This Schedule is hereby attached to and made a part of the Supplement to the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.



ORIGINAL

CERTIFICATE OF ACCEPTANCE

The undersigned being the Lessee under Supplement Number 1R, to Master Lease Agreement dated June 19, 2009, ("Lease") by and between Meridian Leasing Corporation, as Lessor, and the undersigned, as Lessee, hereby certifies as follows:

(a) The equipment listed below is accepted by Lessee as being installed and being acceptable under the terms of the Lease.

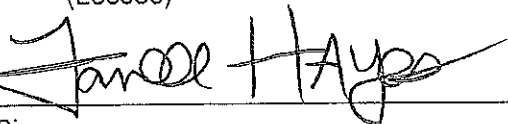
EQUIPMENT: Manufactured by B Braun, Beckman Coulter, Philips Healthcare

See Equipment/Location Schedule A to Supplement Number 1R.

(b) The Lessor is not known to be in default under the terms of said Lease and Lessee has no known claim against Lessor under the Lease as of the date hereof.

Hutcheson Medical Center, Inc.
(Lessee)

Acceptance
Date: May 31, 2014

By: 
Title: CEO

ORIGINAL

EQUIPMENT/LOCATION SCHEDULE A
TO SUPPLEMENT 1R

To

Master Lease Agreement Dated June 19, 2009

Between

Meridian Leasing Corporation (Lessor)

And

Hutcheson Medical Center, Inc. (Lessee)

EQUIPMENT: Manufactured by B Braun, Beckman Coulter, Philips Healthcare

LOCATION: Hutcheson Medical Center, Inc.
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
134	621-100ES	OUTLOOK 100ES PUMP
13	8713030US	PERF SPACE SYRNG PUMP
13	8713130	POLE CLAMP
13	8713112A	POWER SUPPLY - US
2	628134	UNICEL DXH 800 W/FLRSTND
2	624991	19 IN LCD DISPLAY
2	629029	DXH 800 HEMATOLOGY SYST
2	773654	COMP SYS 2.13GHZ 2GB RAM
2	A65397	FLOOR STAND
2	A64685	COMPUTER CART
2	A70427	PWR SPLY UPS 120V
1	DLESTR2	PUMP CONFIG EDITOR
8	360-1300P E10L2	CURLIN IOD PUMP E10L2
9	360-1300P E1L2	CURLIN IOD PUMP E1L2
8	360-0141L 02	GRN 250 ML LOCKBOX
9	360-0141L 01	YLW 250 ML LOCKBOX
17	360-2005	BOLUS CORD CURLIN 6000
17	360-7044	MOOG DEV MGMT SYST
2	100622	iE33 Ultrasound System
2	-iE33	iE33 SYSTEM
2	-S5-1	S5-1 TRANSDUCER SPECIAL
1	795052	iE33 Ultrasound System
1	-D2CWC	D2CWC STATIC TRANSDUCER
1	-S12-4	S12-4 BRDBND PHSD ARRAY
1	-ACCO	ADULT CARD CLIN OPT
1	-2DQ	2DQ ADV. BNDL
1	-NETLINK	NETLINK/DICOM 3.0
1	795052	iE33 Ultrasound System
1	-D2CWC	D2CWC STATIC TRANSDUCER
1	-S7-2	S7-2OMNI TEE TRNSDUCER
1	-ACCO	ADULT CARD CLIN OPT
1	-2DQ	2DQ ADV. BNDL
2	98980129 2242	US CARD 200: iE33 ACT I
2	98980129 2388	US CARD iE33 SYS FUND
2	98980129 2239	US CARD iE33 SYS FUND
1	100743	XCELERA EXPRESS 3.1

ORIGINAL

EQUIPMENT/LOCATION SCHEDULE A
TO SUPPLEMENT 1R
PAGE TWO

Lessor and Lessee acknowledge that the foregoing constitutes only a summary of the Equipment necessitated by space limitations. However, both parties acknowledge that the totality of the Equipment is contained in the invoices and related documents pursuant to which the Equipment was originally procured from its manufacturer or distributor (and the exhibits and attachments thereto), which items are hereby incorporated by reference. Acceptance by Lessee under the manufacturer's sale documents shall be deemed acceptance hereunder, as of which date Lessee will provide Lessor with a Certificate of Acceptance hereunder. When and to the extent available, Lessor shall insert in this Supplement serial numbers based upon said documents or the Equipment. At the expiration of the term of this Supplement, Lessee shall return the exact items specified in such invoices and related documents.

This Schedule is hereby attached to and made a part of the Supplement to the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.

Lessee Address: Hutcheson Medical Center, Inc.
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742



ORIGINAL

May 28, 2014

Mr. Farrell Hayes
Hutcheson Medical Center, Inc.
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742

Dear Farrell:

As you know, a law suit entitled Meridian Leasing Corporation v. Hutcheson Medical Center, Inc. was filed on December 6, 2013 in the in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois. On April 29, 2014, a Judgment was entered against Hutcheson in the amount of \$414,332.85, plus attorney's fees of \$3,878.93. Interest on the judgment is accruing at 6%. On April 20, 2014, an Order of Replevin was also entered. The two orders entitle Meridian to receive damages in the amount shown above and to have the Equipment returned.

Meridian has agreed to forebear from executing on the April 29 Judgment and April 20 Order of Replevin in consideration for Hutcheson's agreement to enter into a payment plan. The plan will be evidenced by a new supplement to the Master Lease (the "Supplement") which is attached hereto. If Hutcheson fails to make any payment when due under the Supplement, Meridian will immediately take steps to execute on the Judgment and Order of Replevin. Upon successful completion of the payment plan, Meridian shall file a Release and Satisfaction of Judgment. Please acknowledge your agreement by executing this letter agreement.

A handwritten signature in black ink that reads "Steve Zogg".

Steve Zogg
President
Meridian Leasing Corporation

A handwritten signature in black ink that reads "Farrell Hayes".

Farrell Hayes
CEO
Hutcheson Medical Center, Inc.

cc: Rochelle Slater
Matthew Zogg



ORIGINAL

09/04/2014 sb

SUPPLEMENT NUMBER 2

LESSEE: Hutcheson Medical Center, Inc.

Master Lease Agreement Date: June 19, 2009

This Supplement is issued pursuant to the Master Lease Agreement identified above. All of the terms and conditions of the Master Lease Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Supplement. This Supplement, together with the terms and conditions as incorporated herein, constitutes a separately enforceable lease agreement with respect to the Equipment.

Lessee acknowledges that any assignment or transfer by Lessor permitted under this Lease shall not materially change Lessee's duties or obligations under this Lease or materially increase the burdens or risks imposed upon Lessee.

SUPPLEMENT COMMENCEMENT DATE: The first day of the month following installation of the last unit.

The Lease Term shall begin on the Supplement Commencement Date. To the extent that the Equipment is accepted prior to that date, the Lessee shall pay to the Lessor an interim rental representing a proration on a per diem basis of the initial monthly rental.

EQUIPMENT: See Certificates of Acceptance to Supplement Number 2.

Lessor and Lessee acknowledge that the foregoing constitutes only a summary of the Equipment necessitated by space limitations. However, both parties acknowledge that the totality of the Equipment is contained in the invoices and related documents pursuant to which the Equipment was originally procured from its manufacturer or distributor (and the exhibits and attachments thereto), which items are hereby incorporated by reference. Acceptance by Lessee under the manufacturer's sale documents shall be deemed acceptance hereunder, as of which date Lessee will provide Lessor with a Certificate of Acceptance hereunder. When and to the extent available, Lessor shall insert in this Supplement serial numbers based upon said documents or the Equipment. At the expiration of the term of this Supplement, Lessee shall return the exact items specified in such invoices and related documents.

LEASE TERM AND RENTAL PAYMENTS: Term 24 months, payable monthly on the first day of each month. The amount of payment for months 1 through 24 shall be specified in each Certificate of Acceptance hereto.

As Equipment is shipped and installed, Lessee shall execute Certificates of Acceptance which shall specify the monthly rental payment for the Equipment listed therein. Upon acceptance by Lessee of all of the Equipment covered by this Supplement Number 2, the monthly rental payment for this Supplement Number 2 shall be the total of the monthly rental payments specified in each Certificate of Acceptance hereto.

LOCATION OF EQUIPMENT: See Certificates of Acceptance to Supplement Number 2.

ADDITIONAL PROVISIONS TO SUPPLEMENT:

Casualty Values..... Schedule B
Right of First Refusal..... Schedule C

Meridian Leasing Corporation (Lessor)
By [Signature]
Title: [Signature]

Hutcheson Medical Center, Inc. (Lessee)
By [Signature]
Title: Kevin Hopkins, MD, BSR-C
VP Operations

By [Signature]
Title: [Signature]

ORIGINAL

SCHEDULE B TO SUPPLEMENT NUMBER 2
To
Master Lease Agreement Dated June 19, 2009
Between
Meridian Leasing Corporation (Lessor)
And
Hutcheson Medical Center, Inc. (Lessee)

CASUALTY VALUES

The Casualty Value of the Equipment covered by the Supplement identified above, as of any date, shall be the amount indicated below opposite the period of time in which such date occurs. Values for those periods between the ones indicated below can be calculated through interpolation of nearest values.

Months Expired After Supplement Commencement Date	% Total Cost
0	115%
12	100%
24	85%

After the term of lease for such Equipment, and until such item of Equipment has been surrendered to Lessor, as provided in the Master Lease Agreement, the Casualty Value of such Equipment shall be 85%.

Following payment of the Casualty Value, the Lessor and the Lessee shall each make reasonable efforts to obtain bids for the purchase of any existing Equipment suffering such Total Casualty. Such Equipment shall be sold for the highest cash offer then available, or if higher, other offer acceptable to Lessor and Lessee. Upon such sale, the Lessee shall be refunded the amount of the proceeds of the sale less the actual expenses incurred by Lessor in making the sale, including, without limitation, storage, insurance, advertising and sales taxes, but such refund shall not be in excess of the Casualty Value previously paid.

Following payment of the Casualty Value, the Lessee shall be entitled to the proceeds of any insurance covering the Equipment suffering such Total Casualty up to an amount not in excess of the Casualty Value previously paid, but in no event shall the aggregate of amounts refunded to or received by Lessee pursuant to this Schedule B exceed the Casualty Value.

This Schedule is hereby attached to and made a part of the Supplement of the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.

ORIGINAL

SCHEDULE C TO SUPPLEMENT NUMBER 2
To
Master Lease Agreement dated June 19, 2009
Between
Meridian Leasing Corporation (Lessor)
And
Hutcheson Medical Center, Inc. (Lessee)

RIGHT OF FIRST REFUSAL:

Lessee agrees that it shall not have another party take any interest in the Equipment, including any upgrade thereto or any sublease or assignment thereof, or furnish any replacement or substitution therefore, without having provided Lessor with prior written notice thereof and having offered to Lessor a right of first refusal to provide similar services and prices (disregarding the value of any related services, software or other item proposed to be provided by such party) to those proposed by such other party in connection with the Equipment. Nothing herein shall negate or limit Lessor's rights under the Master Lease Agreement.

This Schedule is hereby attached to and made a part of the Supplement to the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.



ORIGINAL

CERTIFICATE OF ACCEPTANCE

1 OF 2

The undersigned being the Lessee under Supplement Number 2, to Master Lease Agreement dated June 19, 2009, ("Lease") by and between Meridian Leasing Corporation, as Lessor, and the undersigned, as Lessee, hereby certifies as follows:

(a) The equipment listed below is accepted by Lessee as being installed and being acceptable under the terms of the Lease.

EQUIPMENT: Manufactured by Hewlett Packard Corporation

LOCATION: Hutcheson Medical Center, Inc.
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742

Qty	Part Number	Description
30	BM114AW	8100 Elite Desktop
S/N:	2UA03701DJ, 2UA05024MJ, 2UA05024MP, 2UA05024H5, 2UA05024KH, 2UA05024GY, 2UA05024KF, 2UA05024JH, 2UA03701DS, 2UA05024KZ, MXL03011H6, 2UA05024MQ, 2UA05024MR, 2UA05024GJ, 2UA05024HT, 2UA05024GK, 2UA05024K3, 2UA05024GS, 2UA05024J4, 2UA05024H7, MXL03011H3, 2UA05024G8, 2UA05024GL, 2UA05024GX, 2UA05024KR, 2UA05024LT, 2UA05024LS, 2UA05024MK, 2UA05024J0, 2UA0280K2J	

(b) The Lessor is not known to be in default under the terms of said Lease and Lessee has no known claim against Lessor under the Lease as of the date hereof.

(c) The monthly rental payment for the Equipment listed above is \$408.10.

Hutcheson Medical Center, Inc.
(Lessee)

Acceptance
Date: August 25, 2014

By: [Signature]
Title: VP Operations



ORIGINAL

CERTIFICATE OF ACCEPTANCE

2 OF 2

The undersigned being the Lessee under Supplement Number 2, to Master Lease Agreement dated June 19, 2009, ("Lease") by and between Meridian Leasing Corporation, as Lessor, and the undersigned, as Lessee, hereby certifies as follows:

(a) The equipment listed below is accepted by Lessee as being installed and being acceptable under the terms of the Lease.

EQUIPMENT: Manufactured by Dell Computer Corporation

LOCATION: Hutcheson Medical Center, Inc.
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742

Table with 3 columns: Qty, Part Number, Description. Row 1: 49 CWI51501 VOSTRO 320 CONFIG 8DA. Row 2: S/N: 1GNTSL1, 1KMTSL1, 1LMTSL1, 1SMTSL1, 1YMTSL1, 20NTSL1, 2YMTSL1, 2LMTSL1, 30NTSL1, 3QMTSL1, 4HMTSL1, 4RMTSL1, 4VMTSL1, 4YMTSL1, 5GMTSL1, 5YMTSL1, 6HMTSL1, 6MMTSL1, 6SMTSL1, 6VMTSL1, 70NTSL1, 7JMTSL1, 7NMTSL1, 7QMTSL1, 7VMTSL1, 8LMTSL1, 8SMTSL1, 90NTSL1, 9GMTSL1, 9KMTSL1, BQMTSL1, BSMTSL1, CKMTSL1, CRMTSL1, CWMTSL1, D0NTSL1, DXMTSL1, FHMTSL1, FVMTSL1, FWMTSL1, GGMTSL1, GLMTSL1, GRMTSL1, GXMTSL1, HSMTSL1, HWMTSL1, JPMTSL1, JXMTSL1, 8KMTSL1

(b) The Lessor is not known to be in default under the terms of said Lease and Lessee has no known claim against Lessor under the Lease as of the date hereof.

(c) The monthly rental payment for the Equipment listed above is \$555.47.

Hutcheson Medical Center, Inc.
(Lessee)

Acceptance
Date: August 31, 2014

By: [Signature]
Title: VP Operations

ORIGINAL



01/07/2015 sb

SUPPLEMENT NUMBER 3

LESSEE: Hutcheson Medical Center, Inc.

Master Lease Agreement Date: June 19, 2009

This Supplement is issued pursuant to the Master Lease Agreement identified above. All of the terms and conditions of the Master Lease Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Supplement. This Supplement, together with the terms and conditions as incorporated herein, constitutes a separately enforceable lease agreement with respect to the Equipment.

Lessee acknowledges that any assignment or transfer by Lessor permitted under this Lease shall not materially change Lessee's duties or obligations under this Lease or materially increase the burdens or risks imposed upon Lessee.

SUPPLEMENT COMMENCEMENT DATE: The first day of the month following installation of the last unit.

The Lease Term shall begin on the Supplement Commencement Date. To the extent that the Equipment is accepted prior to that date, the Lessee shall pay to the Lessor an interim rental representing a proration on a per diem basis of the initial monthly rental.

EQUIPMENT: See Certificates of Acceptance to Supplement Number 3.

Lessor and Lessee acknowledge that the foregoing constitutes only a summary of the Equipment necessitated by space limitations. However, both parties acknowledge that the totality of the Equipment is contained in the invoices and related documents pursuant to which the Equipment was originally procured from its manufacturer or distributor (and the exhibits and attachments thereto), which items are hereby incorporated by reference. Acceptance by Lessee under the manufacturer's sale documents shall be deemed acceptance hereunder, as of which date Lessee will provide Lessor with a Certificate of Acceptance hereunder. When and to the extent available, Lessor shall insert in this Supplement serial numbers based upon said documents or the Equipment. At the expiration of the term of this Supplement, Lessee shall return the exact items specified in such invoices and related documents.

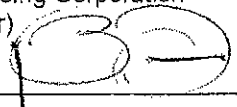
LEASE TERM AND RENTAL PAYMENTS: Term 24 months, payable monthly on the first day of each month. The amount of payment for months 1 through 24 shall be specified in each Certificate of Acceptance hereto.

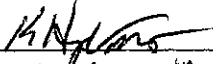
As Equipment is shipped and installed, Lessee shall execute Certificates of Acceptance which shall specify the monthly rental payment for the Equipment listed therein. Upon acceptance by Lessee of all of the Equipment covered by this Supplement Number 3, the monthly rental payment for this Supplement Number 3 shall be the total of the monthly rental payments specified in each Certificate of Acceptance hereto.

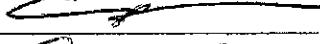
LOCATION OF EQUIPMENT: See Certificates of Acceptance to Supplement Number 3.

ADDITIONAL PROVISIONS TO SUPPLEMENT:

Casualty Values..... Schedule B
Right of First Refusal..... Schedule C

Meridian Leasing Corporation
(Lessor)
By 
Title: _____

Hutcheson Medical Center, Inc.
(Lessee)
By 
Title: *VP Operations*

By 
Title: *SUP 100*

ORIGINAL

SCHEDULE B TO SUPPLEMENT NUMBER 3
To
Master Lease Agreement Dated June 19, 2009
Between
Meridian Leasing Corporation (Lessor)
And
Hutcheson Medical Center, Inc. (Lessee)

CASUALTY VALUES

The Casualty Value of the Equipment covered by the Supplement identified above, as of any date, shall be the amount indicated below opposite the period of time in which such date occurs. Values for those periods between the ones indicated below can be calculated through interpolation of nearest values.

Months Expired After Supplement Commencement Date	% Total Cost
0	115%
12	100%
24	85%

After the term of lease for such Equipment, and until such item of Equipment has been surrendered to Lessor, as provided in the Master Lease Agreement, the Casualty Value of such Equipment shall be 85%.

Following payment of the Casualty Value, the Lessor and the Lessee shall each make reasonable efforts to obtain bids for the purchase of any existing Equipment suffering such Total Casualty. Such Equipment shall be sold for the highest cash offer then available, or if higher, other offer acceptable to Lessor and Lessee. Upon such sale, the Lessee shall be refunded the amount of the proceeds of the sale less the actual expenses incurred by Lessor in making the sale, including, without limitation, storage, insurance, advertising and sales taxes, but such refund shall not be in excess of the Casualty Value previously paid.

Following payment of the Casualty Value, the Lessee shall be entitled to the proceeds of any insurance covering the Equipment suffering such Total Casualty up to an amount not in excess of the Casualty Value previously paid, but in no event shall the aggregate of amounts refunded to or received by Lessee pursuant to this Schedule B exceed the Casualty Value.

This Schedule is hereby attached to and made a part of the Supplement of the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.

[Handwritten mark]

ORIGINAL

SCHEDULE C TO SUPPLEMENT NUMBER 3
To
Master Lease Agreement dated June 19, 2009
Between
Meridian Leasing Corporation (Lessor)
And
Hutcheson Medical Center, Inc. (Lessee)

RIGHT OF FIRST REFUSAL:

Lessee agrees that it shall not have another party take any interest in the Equipment, including any upgrade thereto or any sublease or assignment thereof, or furnish any replacement or substitution therefore, without having provided Lessor with prior written notice thereof and having offered to Lessor a right of first refusal to provide similar services and prices (disregarding the value of any related services, software or other item proposed to be provided by such party) to those proposed by such other party in connection with the Equipment. Nothing herein shall negate or limit Lessor's rights under the Master Lease Agreement.

This Schedule is hereby attached to and made a part of the Supplement to the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.

Handwritten mark



ORIGINAL

CERTIFICATE OF ACCEPTANCE
1 OF 1

The undersigned being the Lessee under Supplement Number 3, to Master Lease Agreement dated June 19, 2009, ("Lease") by and between Meridian Leasing Corporation, as Lessor, and the undersigned, as Lessee, hereby certifies as follows:

(a) The equipment listed below is accepted by Lessee as being installed and being acceptable under the terms of the Lease.

EQUIPMENT: Manufactured by Dell Computer Corporation

LOCATION: Hutcheson Medical Center, Inc.
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742

Qty	Part Number	Description
9	224 6849	OPT780,2.93GHZ,1066MHZ
S/N:	4ZT3HM1, 9ZT3HM1, FZT3HM1, 10V3HM1, 31V3HM1, 80V3HM1, D0V3HM1, J0V3HM1, 50V3HM1	
9	-3172456	CORE2 DUO E7500,2.93GHZ
9	-3172593	4GB,NONECC,1066MHZ DDR3
9	-3301989	USB QUIET KEYBRD
9	-3208466	19IN WIDESCREEN
9	-3207407	INT VIDEO GMA 4500
9	-3419792	160GB SATA 3.0Gb/s
9	-4212351	WINDOWS 7 DOWNGRADE RLOB
9	-4211993	WINDOWS 7 DOWNGRADE
9	-3302733	USB 2BUTTON OPT MOUSE
9	-3305895	INTEL STD MANAGEABILITY
9	-3138645	16XDVD+/-RW SATA
9	-4210536	CYBERLINK PWR DVD 8.2
9	-4211189	ROXIO CREATOR 10.3
9	-3119521	HEAT SINK,MAINSTREAM
9	-3133351	INTRNL CHASSIS SPEAKER
9	-3305718	88 PERC EFF POWER SUPPLY
9	-4203276	CONTROL POINT
9	-3307422	ENABLE LOW POWER MODE
9	-3301710	DOCUMENTATION,ENG
9	-3301711	POWER CORD 125V
9	224 6849	OPT780,2.93GHZ,1066MHZ
S/N:	3YB0FN1, 4YB0FN1, 5YB0FN1, 6YB0FN1, CYB0FN1, 8YB0FN1, 9YB0FN1, BYB0FN1, 7YB0FN1	
9	-3172456	CORE2 DUO E7500,2.93GHZ
9	-3172593	4GB,NONECC,1066MHZ DDR3
9	-3301987	USB KEYBOARD,NO HOT KEYS
9	-3208466	19IN WIDESCREEN
9	-3207407	INT VIDEO GMA 4500

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CERTIFICATE OF ACCEPTANCE
 1 OF 1
 PAGE TWO

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
9	-3419792	160GB SATA 3.0Gb/s
9	-4212351	WINDOWS 7 DOWNGRADE RLOB
9	-4211993	WINDOWS 7 DOWNGRADE
9	-3302733	USB 2BUTTON OPT MOUSE
9	-3305895	INTEL STD MANAGEABILITY
9	-3138645	16XDVD+/-RW SATA
9	-4210536	CYBERLINK PWR DVD 8.2
9	-4211189	ROXIO CREATOR 10.3
9	-3119521	HEAT SINK,MAINSTREAM
9	-3133351	INTRNL CHASSIS SPEAKER
9	3305718	88 PERC EFF POWER SUPPLY
9	-4203276	CONTROL POINT
9	3307422	ENABLE LOW POWER MODE
9	-3301710	DOCUMENTATION,ENG
9	-3301711	POWER CORD 125V
1	224 6875.	OPTIPLEX 780
S/N:	98HDDP1	
1	-3172457	CORE 2 DUO E7600,3.06GHZ
1	-3173555	4GB,NONECC,1333MHZ DDR3
1	-3301989	USB QUIET KEYBRD
1	-3209506	21IN WIDE SCREEN
1	-3207407	INT VIDEO GMA 4500
1	-3419793	250GB SATA 3.0Gb/s,8MB
1	-4211479	WINDOWS 7 PROFESSIONAL
1	-3309458	USB OPTICAL MOUSE
1	-3138692	8X DVD-ROM
1	-4215095	CYBERLINK POWER DVD 9.5
1	-3119520	HEAT SINK,MAINSTREAM
1	-3133352	INT CHASSIS SPEAKER OPT
1	-3305901	88 PERCENT EFF PWR SPLY
1	-4203276	CONTROL POINT
1	3307422	ENABLE LOW POWER MODE
1	3301710	DOCUMENTATION,ENG
1	-3301711	POWER CORD 125V
1	-3304817	ENERGY SMART PWR SETTING
1	-3138642	RESOURCE DVD W/DIAG
1	-3305897	TECH SHEET,ENG
22	224 6875.	OPTIPLEX 780
S/N:	G3PGDP1, G3HMDP1, G3KJDP1, G3KKDP1, G3KLDP1, G3LFDP1, G3LGDP1, G3LHDP1, G3LJDP1, G3LKDP1, G3LLDP1, G3MFDP1, G3MGDP1, G3MJDP1, G3MLDP1, G3NFDP1, G3NGDP1, G3NHDP1, G3NJDP1, G3NKDP1, G3NLDP1, G3PFDP1	
22	-3172457	CORE 2 DUO E7600,3.06GHZ
22	-3173555	4GB,NONECC,1333MHZ DDR3
22	-3301989	USB QUIET KEYBRD
22	-3209506	21IN WIDE SCREEN
22	-3207407	INT VIDEO GMA 4500
22	-3419793	250GB SATA 3.0Gb/s,8MB

ORIGINAL

CERTIFICATE OF ACCEPTANCE
 1 OF 1
 PAGE THREE

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
22	-4211479	WINDOWS 7 PROFESSIONAL
22	-3309458	USB OPTICAL MOUSE
22	-3138692	8X DVD-ROM
22	-4215095	CYBERLINK POWER DVD 9.5
22	-3119520	HEAT SINK,MAINSTREAM
22	-3133352	INT CHASSIS SPEAKER OPT
22	-3305901	88 PERCENT EFF PWR SPLY
22	-3307422	ENABLE LOW POWER MODE
22	-4215078	DATA PROTECTION ACCESS
22	-3301710	DOCUMENTATION,ENG
22	-3301711	POWER CORD 125V
22	-3304817	ENERGY SMART PWR SETTING
22	-3138642	RESOURCE DVD W/DIAG
22	-3305897	TECH SHEET,ENG
10	224 6875.	OPTIPLEX 780
S/N:	FDQXDQ1, FDQYDQ1, FDQZDQ1, FDPZDQ1, 1YQFQ1, 1YFRFQ1, 1YFTFQ1, 1YGPQ1, 1YQQFQ1, 1YGRFQ1	
10	-3172457	CORE 2 DUO E7600,3.06GHZ
10	-3177665	4GB,NON-ECC,1333MHZ,DDR3
10	-3301989	USB QUIET KEYBRD
10	-3209506	21IN WIDE SCREEN
10	-3207407	INT VIDEO GMA 4500
10	-3419793	250GB SATA 3.0Gb/s,8MB
10	-4211479	WINDOWS 7 PROFESSIONAL
10	-3309458	USB OPTICAL MOUSE
10	-3138692	8X DVD-ROM
10	-4215095	CYBERLINK POWER DVD 9.5
10	-3119520	HEAT SINK,MAINSTREAM
10	-3133352	INT CHASSIS SPEAKER OPT
10	-3305901	88 PERCENT EFF PWR SPLY
10	-3307422	ENABLE LOW POWER MODE
10	-4215078	DATA PROTECTION ACCESS
10	-3301710	DOCUMENTATION,ENG
10	-3301711	POWER CORD 125V
10	-3304817	ENERGY SMART PWR SETTING
10	-3138642	RESOURCE DVD W/DIAG
10	-3305897	TECH SHEET,ENG
8	224 6875.	OPTIPLEX 780
S/N:	6R0CKQ1, 6R0DKQ1, 6R0FKQ1, 6R0GKQ1, 6R0JKQ1, 6R17KQ1, 6R18KQ1, 6R0HKQ1	
8	-3172457	CORE 2 DUO E7600,3.06GHZ
8	-3177665	4GB,NON-ECC,1333MHZ,DDR3
8	-3312024	USB ENTRY KEYBOARD,ENG
8	-3209506	21IN WIDE SCREEN
8	-3207407	INT VIDEO GMA 4500
8	-3419793	250GB SATA 3.0Gb/s,8MB
8	-4215580	WINDOWS 7 PROF MED 32BIT
8	-3309458	USB OPTICAL MOUSE

CERTIFICATE OF ACCEPTANCE

1 OF 1
PAGE FOUR

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<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
8	-3138692	8X DVD-ROM
8	-4215095	CYBERLINK POWER DVD 9.5
8	-3119520	HEAT SINK,MAINSTREAM
8	-3133352	INT CHASSIS SPEAKER OPT
8	-3305901	88 PERCENT EFF PWR SPLY
8	-3307422	ENABLE LOW POWER MODE
8	-4215078	DATA PROTECTION ACCESS
8	-3301710	DOCUMENTATION,ENG
8	-3301711	POWER CORD 125V
8	-3304817	ENERGY SMART PWR SETTING
8	-3138642	RESOURCE DVD W/DIAG
6	224 6875.	OPTIPLEX 780
S/N:	JC9KYQ1, JC9LYQ1, JC9RYQ1, JC9SYQ1, JC9TYQ1, JC9NYQ1	
6	-3172457	CORE 2 DUO E7600,3.06GHZ
6	-3177665	4GB,NON-ECC,1333MHZ,DDR3
6	-3312024	USB ENTRY KEYBOARD,ENG
6	-3209506	21IN WIDE SCREEN
6	-3207407	INT VIDEO GMA 4500
6	3419793	250GB SATA 3.0Gb/s,8MB
6	-4215580	WINDOWS 7 PROF MED 32BIT
6	-3309458	USB OPTICAL MOUSE
6	-3138692	8X DVD-ROM
6	-4215095	CYBERLINK POWER DVD 9.5
6	-3119520	HEAT SINK,MAINSTREAM
6	-3133352	INT CHASSIS SPEAKER OPT
6	-3305901	88 PERCENT EFF PWR SPLY
6	-3307422	ENABLE LOW POWER MODE
6	-4215078	DATA PROTECTION ACCESS
6	-3301710	DOCUMENTATION,ENG
6	-3301711	POWER CORD 125V
6	-3304817	ENERGY SMART PWR SETTING
6	-3138642	RESOURCE DVD W/DIAG
6	-3305897	TECH SHEET,ENG
6	224 6875	OPTIPLEX 780,3.33GHZ
S/N:	C82FHQ1, C82GHQ1, C82HHQ1, C83CHQ1, C83DHQ1, C82JHQ1	
6	-3172457	CORE 2 DUO E7600,3.06GHZ
6	-3177665	4GB,NON-ECC,1333MHZ,DDR3
6	-3312024	USB ENTRY KEYBOARD,ENG
6	3209506	21IN WIDE SCREEN
6	-3207407	INT VIDEO GMA 4500
6	-3419793	250GB SATA 3.0Gb/s,8MB
6	-4211479	WINDOWS 7 PROFESSIONAL
6	-3306228	WINDOWS 7 LABEL
6	-3309458	USB OPTICAL MOUSE
6	-3138692	8X DVD-ROM
6	-4215095	CYBERLINK POWER DVD 9.5
6	-3119520	HEAT SINK,MAINSTREAM
6	-3133352	INT CHASSIS SPEAKER OPT
6	-3305901	88 PERCENT EFF PWR SPLY
6	-3307422	ENABLE LOW POWER MODE
6	-4215078	DATA PROTECTION ACCESS

ORIGINAL

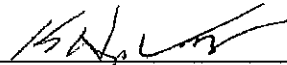
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
6	-3301710	DOCUMENTATION,ENG
6	-3301711	POWER CORD 125V
6	-3304817	ENERGY SMART PWR SETTING
6	3138642	RESOURCE DVD W/DIAG
6	-3305897	TECH SHEET,ENG
14	224 6876	OPT780,3.33GHZ,1333MHZ
S/N:	HHW8KQ1, HHV6KQ1, HHR7KQ1, HHX9KQ1, HHWFKQ1, HHW9KQ1, HHVBKQ1, HHWDKQ1, HHW6KQ1, 77P6XQ1, HHXGKQ1, HHXDKQ1, HHX7KQ1, HHVKGQ1	
14	-317-2459	CORE 2 DUO E8500 VT/3.16
14	-317-7665	4GB 1333MHZ DDR3 2X2GB
14	-331-2024	USB ENTRY KEYBOARD ENG
14	-320-7318	WIDE 17IN FLAT PANEL MON
14	-320-1140	256MB ATI RADEON HD 3450
14	-341-9794	320GB SATA 3.0GB/S 16MB
14	-421-4458	VISTA HOME SVC PACK 2
14	-330-9458	MS111 USB OPTICAL MOUSE
14	-330-5895	INTEL STNRD MANAGEABILIT
14	-313-8691	8X DVD+/-RW SLIMLINE DAT
14	421-4540	ROXIO CREATOR STARTER
14	-421-5096	CYBERLINK PWR DVD 9.5.1
14	-313-3352	INT CHASSIS SPEAKER OPT
14	-313-8642	RESOURCE DVD DIAG/DRVS
10	224 6876	OPT780,3.33GHZ,1333MHZ
S/N:	HHTHKQ1, HHY9KQ1, 77M6XQ1, 77L5XQ1, 77K4XQ1, 77H8XQ1, HHQ7KQ1, HHQ8KQ1, HHQCKQ1, HHPFKQ1	
10	-317-2459	CORE 2 DUO E8500 VT/3.16
10	-317-7665	4GB 1333MHZ DDR3 2X2GB
10	-331-2024	USB ENTRY KEYBOARD ENG
10	-320-1140	256MB ATI RADEON HD 3450
10	-341-9794	320GB SATA 3.0GB/S 16MB
10	-421-4458	VISTA HOME SVC PACK 2
10	-330-9458	MS111 USB OPTICAL MOUSE
10	-330-5895	INTEL STNRD MANAGEABILIT
10	-313-8691	8X DVD+/-RW SLIMLINE DAT
10	-421-4540	ROXIO CREATOR STARTER
10	-421-5096	CYBERLINK PWR DVD 9.5.1
10	-320-9320	20IN FLAT PANEL DISPLAY
10	313-3352	INT CHASSIS SPEAKER OPT
10	313-8642	RESOURCE DVD DIAG/DRVS
1	224 6876	OPT780,3.33GHZ,1333MHZ
S/N:	35QGGQ1	

(b) The Lessor is not known to be in default under the terms of said Lease and Lessee has no known claim against Lessor under the Lease as of the date hereof.

(c) The monthly rental payment for the Equipment listed above is \$1,237.91.

Hutcheson Medical Center, Inc.
(Lessee)

Acceptance
Date: November 30, 2014

By: 
Title: VP Representative

Summary of Lease Payments Due and Received					
Contract	Supp #	Due Date	Amt. Due	Amt. Recv'd	Total Due
1922-002	1R	12/1/2014	\$10,000.00	\$10,000.00	\$0.00
1922-002	1R	1/1/2015	\$10,000.00		\$10,000.00
1922-002	1R	2/1/2015	\$10,000.00	\$10,000.00	\$0.00
1922-002	1R	3/1/2015	\$10,000.00	\$10,000.00	\$0.00
1922-002	1R	4/1/2015	\$10,000.00	\$10,000.00	\$0.00
1922-002	1R	5/1/2015	\$10,000.00	\$10,000.00	\$0.00
1922-002	1R	6/1/2015	\$13,750.00		\$13,750.00
1922-002	1R	7/1/2015	\$13,750.00		\$13,750.00
1922-002	1R	8/1/2015	\$13,750.00		\$13,750.00
1922-002	1R	9/1/2015	\$13,750.00		\$13,750.00
1922-002	1R	10/1/2015	\$13,750.00		\$13,750.00
1922-002	1R	11/1/2015	\$13,750.00		\$13,750.00
1922-003	2	12/1/2014	\$963.57	\$963.57	\$0.00
1922-003	2	1/1/2015	\$963.57	\$963.57	\$0.00
1922-003	2	2/1/2015	\$963.57	\$963.57	\$0.00
1922-003	2	3/1/2015	\$963.57		\$963.57
1922-003	2	4/1/2015	\$963.57		\$963.57
1922-003	2	5/1/2015	\$963.57		\$963.57
1922-003	2	6/1/2015	\$963.57		\$963.57
1922-003	2	7/1/2015	\$963.57		\$963.57
1922-003	2	8/1/2015	\$963.57		\$963.57
1922-003	2	9/1/2015	\$963.57		\$963.57
1922-003	2	10/1/2015	\$963.57		\$963.57
1922-003	2	11/1/2015	\$963.57		\$963.57
1922-004	3	1/1/2015	\$1,237.91	\$1,237.91	\$0.00
1922-004	3	2/1/2015	\$1,237.91	\$1,237.91	\$0.00
1922-004	3	3/1/2015	\$1,237.91		\$1,237.91
1922-004	3	4/1/2015	\$1,237.91		\$1,237.91
1922-004	3	5/1/2015	\$1,237.91		\$1,237.91
1922-004	3	6/1/2015	\$1,237.91		\$1,237.91
1922-004	3	7/1/2015	\$1,237.91		\$1,237.91
1922-004	3	8/1/2015	\$1,237.91		\$1,237.91
1922-004	3	9/1/2015	\$1,237.91		\$1,237.91
1922-004	3	10/1/2015	\$1,237.91		\$1,237.91
1922-004	3	11/1/2015	\$1,237.91		\$1,237.91
TOTAL			\$167,679.85	\$55,366.53	\$112,313.32

Northern District of Georgia Claims Register

[14-42863-pwb Hutcheson Medical Center, Inc.](#)

Judge: Paul W. Bonapfel **Chapter:** 11
Office: Rome **Last Date to file claims:** 03/07/2016
Trustee: Ronald L. x-Glass **Last Date to file (Govt):**

<i>Creditor:</i> (19716091) Meridian Leasing Corporation (ADMINISTRATIVE) Nine Parkway North, Suite 500 Deerfield, Ill 60015	Claim No: 195 <i>Original Filed</i> Date: 03/01/2016 <i>Original Entered</i> Date: 03/01/2016	<i>Status:</i> Filed by: CR Entered by: Mark L Evans Modified:
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Admin claimed: \$112313.32				
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History:

Details	195-1	03/01/2016 Claim #195 filed by Meridian Leasing Corporation, Admin claimed: \$112313.32 (Evans, Mark)
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Description: (195-1) Payments due pursuant to equipment lease and schedules

Remarks:

Claims Register Summary

Case Name: Hutcheson Medical Center, Inc.
Case Number: 14-42863-pwb
Chapter: 11
Date Filed: 11/20/2014
Total Number Of Claims: 1

Total Amount Claimed*	
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative	\$112313.32	