

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, et al,

CHAPTER 11

Debtors

OBJECTION TO CURE AMOUNT OF CONTRACT
PROPOSED TO BE ASSUMED AND ASSIGNED

NOW INTO COURT, through undersigned counsel, comes Philips Medical Capital (“*Philips*”), who objects to the proposed cure amount of a certain lease agreement by and between Philips as lessor and Progressive Acute Care Avoyelles, L.L.C. (“*PAC Avoyelles*”) as lessee. In support thereof, Philips respectfully represents as follows:

1.

Philips and PAC Avoyelles entered into a lease agreement whereby PAC Avoyelles leased certain Philips Intellivue Upgrade Patient Monitors as more fully described therein (the “*Lease Agreement*”). A copy of the Lease Agreement is attached hereto as Exhibit “A.”

2.

PAC Avoyelles has not made all payments due under the Lease Agreement. As of the date of filing of this Objection and through the proposed assumption date, PAC Avoyelles owes the sum of \$8,854.46 as shown on the account ledger attached as Exhibit “B.”¹ Exhibit “B” hereto shows the basis for the amount claimed as due and owing.

¹ This figure includes billed invoices for the September, 2016 period which are due and owing. Excluding the September, 2016 period, the amount outstanding is \$6,597.09.

3.

Exhibit "A" to the Notice of (I) Bidding Procedures; (II) Auction; (III) Sale and Assignment Hearing and (IV) Related Relief and Dates which was attached as Exhibit 2 to this Court's Order entered July 29, 2016 [P-226], designates the proposed cure for assumption and assignment as \$2,196.06.

3.

Philips hereby objects to the proposed cure amount as designated by PAC Avoyelles on the basis that such proposed cure amount does not accurately reflect all amounts owed under the lease proposed to be assumed and assigned. PAC Avoyelles further requests that such cure amount be required to be paid in full at the time of assumption and assignment.

WHEREFORE, Philips prays that this Court fix the cure amount for any assumption and assignment of the Lease Agreement attached hereto as Exhibit "A" at the sum of \$8,854.46, that such amount must be paid in full at the time of assumption and assignment, and for any such other relief deemed just.

Respectfully Submitted,

STEWART ROBBINS & BROWN, LLC

By: /s/ Brandon A. Brown
Brandon A. Brown (La. # 25592)
620 Florida Street, Suite 100
Baton Rouge, LA 70801
Telephone: 225-231-9998
Fax: 225-709-9467
E-mail: bbrown@stewartrobbins.com

Counsel to Philips Medical Capital

Philips Medical Capital

Lease Agreement

101-10074254

101-10074254

LESSEE	Lessee: (Full Legal Name) PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C.		Phone Number (318) 253-8811				
	Billing Address 4231 HIGHWAY 1192 MARKSVILLE, LA 71351-4711		Purchase Order/Requisition Number 189578				
	System Location (if not same as above) 4231 HIGHWAY 1192 MARKSVILLE, LA 71351-4711		Send Invoices to Attention of Accounts Payable				
	County AVOYELLES						
SYSTEM AND PAYMENT INFORMATION	Leased System Information Philips INTELLIVUE UPGRADE Patient Monitors			Number and Amount of Lease Payments			
				Number of Lease Payments 60	Lease Payment Amount \$2,033.06	Applicable Sales Tax included	Total \$2,033.06
				Amount Due at Lease Signing			
	Lease Term in Months 60	End of Lease Option \$1 Buyout	Payment Frequency Monthly	1st Period Payment \$0.00	Security Deposit \$0.00	Other \$0.00	Total Payment Due \$0.00

This Lease Agreement ("Agreement"), dated as of 04/08/2015 is between the above identified Lessee (also referred to herein as "YOU" and "YOUR") and Philips Medical Capital (also referred to herein as "WE", "US" and "OUR").

IF THIS AGREEMENT HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.

1. Lease: YOU agree to lease from US and WE agree to lease to YOU, the System listed above and on any attached schedule including all software, replacements, parts, repairs, additions and accessories ("System") on the terms and conditions on the face and reverse side of this Agreement.

2. Term & Payments: This Agreement goes into effect on the date the System is delivered to YOU ("Effective Date"). The term of this Agreement begins on the first day of the first full month following the Effective Date ("Commencement Date") and continues for the number of months designated as "Term" in this Agreement. WE will apply any Security Deposit to the Lease Payment described above ("Payment") on the Commencement Date. All remaining Payments are due on the first day of successive months following the Commencement Date with all sums due on the last day of the Term. YOU authorize US to (i) adjust the Payments if taxes thereon are more or less than the Applicable Sales Tax amount provided above or if the Interest Rate Swaps ("Swap Rate") as quoted by the Federal Reserve that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available), as reasonably determined by US, on the Commencement Date exceeds the Swap Rate set forth in proposal WE provided YOU by fifteen (15) basis points (0.15%) or more and (ii) fill in information left blank and correct any obvious errors in this Agreement when WE so reasonably determine. If and to the extent the Payment includes amounts due to Philips Healthcare for service or maintenance, then in the event WE quote a buyout or enter into any settlement agreements arising from a defaulted Agreement, then such buyout amounts and such settlements shall not affect the rights or obligations of Philips Healthcare pursuant to any separate service or maintenance agreements between You and Philips Healthcare. YOUR OBLIGATIONS UNDER THIS AGREEMENT ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON AND THAT THIS AGREEMENT MAY NOT BE CANCELLED FOR ANY REASON. YOU agree to pay US, within one month, a late charge of five percent (5%) of any amount not paid when due, never less than \$10.00, but only to the extent permitted by law. All payments will be made to US at P.O. Box 92449, Cleveland, OH 44193 at such other address as WE designate in writing. YOU agree to: (i) arrange for the delivery and installation of the System at YOUR own cost unless such costs are included in the cost of the System to US; and (ii) accept the System on the Effective Date and to sign an acceptance of equipment form provided by US on such date if YOU have not already done so. In addition, YOU will pay an Interim amount ("Interim Rent") for System use for the period from the Effective Date until the Commencement Date, calculated on the amount of the Payment, the number of days in the period and a month of 30 days. If YOUR Payments are not level, then YOUR Interim Rent will be calculated using a weighted average of the Payments in excess of \$0.

3. Warranties: YOU have selected the System and the System's manufacturer, supplier or vendor (each, and jointly, "Provider") and WE are leasing the System to YOU "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU must, at YOUR cost, keep the System in good working condition in accordance with any Provider's requirements. If Payments include third-party maintenance and/or service costs, YOU agree that (i) WE are not responsible to provide the maintenance or service and (ii) YOU will make all maintenance and service related claims only against such third party. YOU represent that the System is for business purposes only and agree not to move it from the location noted above without OUR prior written consent. YOU AGREE TO PAY IN FULL ANY AMOUNT DUE US REGARDLESS OF ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY PROVIDER. So long as YOU are not in default under this Agreement WE transfer to YOU any Provider's warranties.

4. Title: Unless YOU have a \$1.00 End of Lease option or are required to purchase the System ("Put Option") WE will have title to the System. If YOU have a \$1.00 purchase option and/or a Put Option YOU will be deemed the owner of the System for all sales and use tax purposes. Although the System may become attached to real estate, it remains personal property and YOU agree not to permit a lien to be placed upon the System or to remove it from the location noted above without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens, from anyone claiming any interest in the real estate on which any item of System is located. WE also have the right, at reasonable times, to inspect the System.

5. Assignment: YOU may not transfer, sell, sublease, assign, pledge or encumber the System or any rights under this Agreement without OUR prior written consent. YOU agree that WE may sell, assign or transfer all or part of this Agreement and if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and that the rights of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US. Any such assignment, sale or transfer of this Agreement or the System will not release US of OUR obligations to YOU under this Agreement.

6. Return and Renewal: YOU shall advise US in writing of YOUR intention to return the System to US at least 90, but not more than 120, days written notice to US prior to the expiration of the Agreement term. Provided YOU have given such timely notice, YOU shall return the System, freight and insurance prepaid, to US in the condition required under this Agreement, in a manner and to a location designated by US. If YOU do fail to notify US, or having notified US, YOU fail to return the System as provided herein, this Agreement shall renew for consecutive 60-day periods and YOU agree to make the same monthly Payments subject to the right of either party to terminate this Agreement upon 60 days written notice, in which case YOU will immediately deliver the System to US as stated in this section. If the System is returned to US, YOU shall remove all patient information from the System prior to return.

7. Loss or Damage: YOU are responsible for the risk of loss or destruction of, or damage to the System under all circumstances. No such loss or damage relieves YOU from any obligation under this Agreement. YOU agree to promptly notify US in writing of any loss or destruction or damage to the System and YOU will, at OUR option, (a) repair the System to good condition and working order, (b) replace the System with like System in good repair, condition and working order, acceptable to US and transfer clear title to such replacement System to US, such System shall be subject to this Agreement and be deemed the System, or (c) pay all unpaid Payments and other sums then due plus the present value of the total of all future Payments plus the present value of the greater of (x) OUR original estimate of the value of the System at the end of the Agreement term or (y) the estimated fair market value of the System at the end of the originally scheduled term hereof or the agreed upon purchase option price, if any, all of which shall be discounted at the Present Value Rate to the date of actual payment (the "Accelerated Value"). "Present Value Rate", as of the determination date, shall be a per annum interest rate equal to the lesser of (i) an interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by US; or (ii) 3%. All proceeds of insurance received by US as a result of such loss or damage will be applied, in OUR reasonable discretion, toward the replacement or repair of the System or the payment of YOUR obligations.

8. Indemnity: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES RELATING TO THE SYSTEM, ITS INSTALLATION OR USE NOR IN ANY EVENT FOR SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS REGARDLESS OF CAUSE. YOU agree to reimburse US for and to indemnify and defend US against any losses, damages or claims arising out of or relating to the System or its use during the Agreement term, including attorneys' fees. This indemnity will continue even after the termination of this Agreement.

9. Taxes: YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, rental, sale, purchase, possession or use of the System as part of the Payment or as billed by US. YOU shall also pay US any reasonable costs incurred in collecting and handling the payment of these taxes (currently an amount equal to ten percent (10%) of such tax, such amount not to be less than \$6 or more than \$125). In addition, WE reserve the right to estimate any taxes to be paid by YOU and to invoice YOU the estimated amount prior to such taxes being due.

10. Insurance: YOU will keep the System insured against all risks of loss or damage in an amount not less than the replacement cost of the System, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$50,000 for property damage outside of the System. WE will be the sole named lender loss payee on the property insurance on the System and as an additional insured on all other insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from YOU, on which WE may make a profit.

11. Default: YOU are in default under this Agreement if: a) YOU fail to pay any Payment or other sum within 10 days of its due date; b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US and fail to cure such breach within 15 days of notice (2 days for Section 10); c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; there is a

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Initials: **X** **Q**

change or sale of a controlling interest of YOUR or any guarantors stock, membership or other similar interest; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or d) YOU, any guarantor or any partner, voluntarily file a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law or have an involuntary petition filed against YOU or any of them and it is not dismissed within 30 days, or a trustee, receiver or liquidator will be appointed for it or a substantial part of its assets.

12. Remedies: WE have the following remedies if a default should occur: a) Declare the Accelerated Value immediately due and payable and sue for same; b) Charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; c) Charge YOU a return-check or non-sufficient funds charge in the amount of \$25 each time a check is returned for any reason; and d) Require that YOU return the System to US and in the event YOU fail to return the System, enter upon the premises peaceably with or without legal process where the System is located and repossess the System. Such return or repossession of the System will not constitute a termination of this Agreement unless WE expressly notify YOU in writing otherwise. In the event the System is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-lease the System to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the proceeds after deducting the costs and expenses of such sale or re-lease, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such lease shall be discounted to the date of the lease at the Present Value Rate for such lease.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of this Agreement, including all expenses of repossessing, storing, shipping, repairing and selling the System, and (ii) reasonable attorneys' fees. This amount is payable in addition to all amounts payable by YOU as a result of the exercise of any other remedies. YOU agree that any delay or failure to enforce OUR rights under this Agreement does not prevent US from enforcing any rights at a later time.

13. Security Deposit: WE will retain any security deposit to insure the performance of YOUR obligations. Any security deposit is non-interest bearing and may be commingled. WE may apply any security deposit upon default and YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Agreement without interest.

14. Purchase Option: Provided YOU are not in default upon expiration of the Agreement term YOU shall have the option to purchase all, but not less than all, of the System on the terms indicated in the End of Lease Options. WE will use OUR reasonable judgment to determine the System's fair market value for all FMV purchase options with the value to be based on the System remaining in place and in continued use.

15. UCC Filings: YOU authorize US to file a Uniform Commercial Code ("UCC") financing statement with respect to the System on YOUR behalf. If YOU have a Put Option or a \$1 End of Lease Option or if this Agreement is deemed at any time to be one intended as security then YOU grant US a security interest in the System and the proceeds from the sale, rent or other disposition of the System. Otherwise, the filing of a financing statement is not to be construed as evidence that any security interest was intended to be created, but only to give public notice of OUR ownership of the System. YOU agree to pay US \$150.00 to reimburse US for OUR financing statement preparation and filing expenses and for OUR other documentation costs.

16. Notice: Written notices will be deemed delivered when received when delivered electronically, personally or by overnight mail or 3 days after deposit in the United States mail, postage prepaid, and addressed to the recipient at its address above or at any other address subsequently provided in writing.

17. UCC Article 2A Waivers: YOU agree that this Agreement is a Finance Lease as that term is defined in Article 2A of the UCC. YOU acknowledge that WE have given YOU the name(s) of each Provider of the System. WE hereby notify YOU that YOU may have rights under the contract with a Provider and YOU may contact a Provider for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC including, but not limited to: the right to repudiate this Agreement and reject the System; the right to cancel this Agreement; the right to revoke acceptance of this Agreement; the right to grant a security interest in the System in YOUR possession and control for any reason; or the right to recover damages for any breach of warranty.

18. Choice of Law: All matters or issues arising under this Agreement shall be determined and governed by the internal laws of the Commonwealth of Pennsylvania, and, as applicable, the Electronic Signatures in Global and National Commerce Act. YOU consent to and agree to the non-exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania for all matters and issues arising out of or relating to this Agreement. YOU and WE agree to irrevocably waive any right to a trial by jury.

19. Miscellaneous: This Agreement contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. YOU ALSO AGREE THAT NO AGENT OR EMPLOYEE OF A PROVIDER IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM OR CONDITION OF THIS AGREEMENT OR MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE SYSTEM EXCEPT FOR A PROVIDER'S WARRANTIES. Any provision of this Agreement that for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement and any such provision shall only be modified to the extent necessary to make it enforceable under such jurisdiction. It is YOUR responsibility to determine under applicable laws, rules and regulations whether or not YOU are subject to reporting to any state or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others ("Reporting Obligations"). In the event YOU have Reporting Obligations and provide US with a written notice requesting

information regarding payments, WE will provide YOU with a detailed outline of the components of YOUR payment(s) hereunder which may include System, service, YOUR finance terms and other related components, provided that in the event that WE do not timely provide YOU with said components, YOU shall send a subsequent written notice to US marked to the attention "General Counsel, PMC". Notwithstanding anything to the contrary, in no event are WE providing title to any software. YOU should check YOUR agreement with the software provider to determine YOUR rights, as between YOU and such supplier, with respect to the use of such software. YOU agree that an electronic version of this Agreement and/or any delivery and acceptance certificates with electronic signatures may be treated as an original and will be admissible as evidence thereof. At OUR option, WE may accept a facsimile copy of this Agreement and related schedules, guarantees, and other documents. However, it is agreed that only a facsimile copy with OUR ink signature shall be deemed as original for the purposes of determining who is the holder of the chattel paper.

LESSEE SIGNATURE	You agree to all of the Terms and Conditions contained in this Lease, and in any attachments to same (all of which are included by reference) and become part of this Agreement.	
	You agree that this is a non-cancelable lease and that the System is: New	
	Legal Name of Entity PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C.	
LESSOR	Signature	Date 4-14-15
	Print Name David M. Mitchell	
	Title Chief Executive Officer	
LESSOR	PHILIPS MEDICAL CAPITAL LLC PO BOX 92449 CLEVELAND, OH 44193-0003 PHONE: (866) 514-4782 • FAX: (866) 516-4782	
	Signature	Date 11/14/15
	Print Name Eugene A. Fisher, Jr. Title Vice President	
GUARANTY	To induce Lessor to enter into this Agreement, the undersigned hereby: (1) jointly and severally guarantee all of the obligations and liabilities of Lessee to Lessor under this Agreement; (2) waive notice of acceptance and all other notices or demands of any kind which the undersigned might otherwise be entitled to; (3) agree that (a) Lessor may enter into any modifications or amendments with the Lessee regarding the Agreement even if they increase the Lessee's obligations thereunder and hereby consent to such modifications or amendments, any such modifications or amendment shall not release and/or compromise the undersigned obligations to Lessor under this guaranty (b) agree that Lessor is not required to proceed against the Lessee or the System, any other collateral of any other obligor prior to proceeding against the undersigned, (c) this is a guaranty of payment and not of collection and that Lessor may proceed directly against the undersigned after a default under the Lease for all sums due and owing under the Agreement, (d) the undersigned shall be responsible for any costs of enforcing the undersigned's obligations hereunder, including without limitation, reasonable attorneys' fees, (e) this guaranty is governed by the laws of the Commonwealth of Pennsylvania (excluding the conflict of laws), (f) the state and federal courts located in Philadelphia County, Pennsylvania shall have non-exclusive jurisdiction over any dispute arising under this guaranty, and (g) this guaranty shall be binding on the undersigned's heirs, successors and assigns; and (4) irrevocably waive any right to a trial by jury that the undersigned may have under this guaranty. IF THIS AGREEMENT HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.	
	Signature	Date
	Print Name	
	Address	
	City	State Zip
	Phone	
	Signature	Date
	Print Name	
	Address	
	City	State Zip
Phone		

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Initials: *K* *dr*

AGREEMENT ADDENDUM

This Master Lease Agreement/Lease Agreement Addendum ("Addendum") is made part of and amends that certain Lease Agreement related to Application No. 101-10074254 by and between PHILIPS MEDICAL CAPITAL, LLC ("Lessor") and PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C. ("Lessee"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, It is hereby agreed as follows:

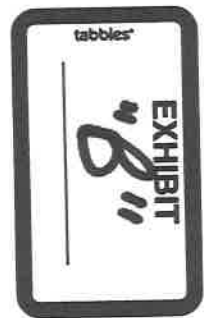
1. The following shall be added to the Agreement as an additional event of default: "Lessee shall be in default of the Agreement in the event Lessee revokes its authorization for direct debit such that Lessor may no longer direct debit Lessee's account for all payments owing under this Agreement."
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.
3. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

LESSEE	Lessee: <u>PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C.</u>
	Signature: <u><i>David M. Mitchell</i></u>
	Print Name: <u>David M. Mitchell</u>
	Title: <u>Chief Executive Officer</u>
	Date: <u>4-14-2015</u>

LESSOR	Lessor: <u>PHILIPS MEDICAL CAPITAL, LLC</u>
	Signature: <u><i>Eugene A. Fisher, Jr.</i></u>
	Print Name: <u>Eugene A. Fisher, Jr.</u>
	Title: <u>Vice President</u>
	Date: <u>11/4/11</u>

Contract Number	Transaction Type	Invoice		Asset		Original	Tax	Transaction	Amount	Amount
		Number	Invoice Line Name	Number	Due Date	Amount	Amount	Amount	Received	Remaining
101-10074254	DOCUMENTATION FEE BILLED	47746044	DOCUMENTATION FEE		1-Dec-15	150	13.88	163.88	163.88	0
101-10074254	INTERIM PERIOD RENT	47746044	INTERIM PAYMENT	10074254_	1-Dec-15	127.39	0	127.39	127.39	0
101-10074254	RENT	47746044	PAYMENT	10074254_	1-Dec-15	2,087.60	0	2,087.60	2,087.60	0
101-10074254	RENT	48125860	PAYMENT	10074254_	1-Jan-16	2,087.60	0	2,087.60	2,087.60	0
101-10074254	INSURANCE	48494596	INSURANCE		1-Feb-16	49.61	4.59	54.2	54.2	0
101-10074254	RENT	48494596	PAYMENT	10074254_	1-Feb-16	2,087.60	0	2,087.60	2,087.60	0
101-10074254	INSURANCE	48858579	INSURANCE		1-Mar-16	49.61	4.59	54.2	54.2	0
101-10074254	RENT	48858579	PAYMENT	10074254_	1-Mar-16	2,087.60	0	2,087.60	2,087.60	0
101-10074254	INSURANCE	49249767	INSURANCE		1-Apr-16	49.61	4.59	54.2	54.2	0
101-10074254	RENT	49249767	PAYMENT	10074254_	1-Apr-16	2,087.60	0	2,087.60	2,087.60	0
101-10074254	INSURANCE	49619572	INSURANCE		1-May-16	49.61	5.09	54.7	54.7	0
101-10074254	RENT	49619572	PAYMENT	10074254_	1-May-16	2,087.60	0	2,087.60	2,087.60	0
101-10074254	INSURANCE	49977965	INSURANCE		1-Jun-16	49.61	5.09	54.7		54.7
101-10074254	RENT	49977965	PAYMENT	10074254_	1-Jun-16	2,087.60	0	2,087.60		2,087.60
101-10074254	NON-SUFFICIENT FUNDS FEE	50339514	NON-SUFFICIENT FUNDS FEE		2-Jul-16	25	2.56	27.56		27.56
101-10074254	INSURANCE	50350641	INSURANCE		1-Jul-16	49.61	5.09	54.7		54.7
101-10074254	RENT	50350641	PAYMENT	10074254_	1-Jul-16	2,087.60	0	2,087.60		2,087.60
101-10074254	INSURANCE	50702608	INSURANCE		1-Aug-16	49.61	5.08	54.69		54.69
101-10074254	LATE FEE	50702608	LATE FEE		1-Aug-16	104.38	10.7	115.08		115.08
101-10074254	RENT	50702608	PAYMENT	10074254_	1-Aug-16	2,087.60	0	2,087.60		2,087.60
101-10074254	NON-SUFFICIENT FUNDS FEE	50702609	NON-SUFFICIENT FUNDS FEE		3-Aug-16	25	2.56	27.56		27.56
101-10074254	INSURANCE	51067134	INSURANCE		1-Sep-16	49.61	5.08	54.69		54.69
101-10074254	LATE FEE	51067134	LATE FEE		1-Sep-16	104.38	10.7	115.08		115.08
101-10074254	RENT	51067134	PAYMENT	10074254_	1-Sep-16	2,087.60	0	2,087.60		2,087.60
Philips Capital										8854.46



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WESTERN DISTRICT OF LOUISIANA
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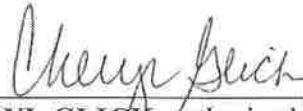
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CHAPTER 11

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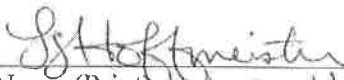
VERIFICATION

BEFORE ME, the undersigned notary public, did personally come and appear, **CHERYL GLICK**, who after being sworn did depose and state that she is the authorized representative of Philips Medical Capital ("*Philips*"), and further that she has familiarity with the lease agreement by and between Philips and Progressive Acute Care Avoyelles, L.L.C. ("*PAC Avoyelles*"), and further that she is familiar with the account and payment history under such lease. Further Cheryl Glick did state that she has reviewed the Objection to Cure Amount of Contract Proposed to be Assumed and Assigned, and the attachments thereto, and that the information contained within the Objection and attachments thereto is true and correct to the best of her knowledge.



CHERYL GLICK, authorized representative
Philips Medical Capital

Sworn to and subscribed
Before me this 11th day of
August, 2016


Name (Print): LISA HOFFMEISTER
Notary Public

My Commission Expires: July 14, 2020

