

**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.

JOINTLY ADMINISTERED

**LIMITED OBJECTION OF SIEMENS FINANCIAL SERVICES, INC.
TO DEBTORS' MOTION FOR AN ORDER APPROVING SALE OF ASSETS
AND ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS AND
LEASES AND AMOUNTS OF CURE, IF ANY, RELATING THERETO**

NOW INTO COURT, through undersigned counsel, comes Siemens Financial Services, Inc. ("SFS"), who with respect represents as follows, to-wit:

1.

On July 14, 2016, Progressive Acute Care, LLC, Progressive Acute Care Avoyelles, LLC, Progressive Acute Care Oakdale, LLC ("PAC Oakdale"), and Progressive Acute Care Winn, LLC ("PAC Winn") (collectively, the "Debtors") filed a Motion under 11 U.S.C. §§ 363(b) and (f) and 365 for: (I) Preliminary Order (i) Approving Bidding Procedures and Stalking Horse Bid and Fee, (ii) Prescribing Notice Requirements, and (iii) Setting Hearing Date, Time and Place for Auction Sale of Debtors' Property; and for (II) Order Approving Sale of Assets and Assumption and Assignment of Certain Contracts and Leases and Amount of Cure, if any, Relating Thereto ("Motion") (Docket No. 183).

2.

On July 29, 2016, this Court entered an Order approving, among other things, bid procedures, and set certain deadlines with respect to the Motion (Docket No. 226).

3.

On or about March 17, 2015, PAC Oakdale and SFS entered into Equipment Lease Agreement No. 29782-41684 also known as Contract No. 221-0001036-000 (“PAC Oakdale Lease”). Pursuant to the PAC Oakdale Lease, PAC Oakdale agreed to lease from SFS one (1) DX EXL 200, and all equipment related thereto, for an initial term of sixty (60) months with a lease payment due in the amount of \$2,273.35 per month, plus applicable taxes. A true copy of the PAC Oakdale Lease is attached as **Exhibit A**.

4.

On or about October 14, 2015, PAC Winn and SFS entered into Equipment Lease Agreement No. 28114-39155 also known as Contract No. 221-0000927-000 (“PAC Winn Lease,” and together with the PAC Oakdale Lease, the “Leases”). Pursuant to the PAC Winn Lease, PAC Winn agreed to lease from SFS one (1) DX EXL with LM, and all equipment related thereto, for an initial term of sixty (60) months with a lease payment due in the amount of \$2,667.81 per month, plus applicable taxes. A true copy of the PAC Winn Lease is attached as **Exhibit B**.

5.

As of the date of this limited objection, PAC Oakdale failed to pay SFS ten (10) months of payments (November 1, 2015 through and including August 1, 2016) due on the PAC Oakdale Lease in the amount of \$2,273.35 each, totaling \$22,733.50, plus late charges in the amount of \$1,891.42, and costs and expenses (collectively the “PAC Oakdale Arrears”).

6.

As of the date of this limited objection, PAC Winn failed to pay SFS eight (8) months of payments (November 16, 2015 through and including July 16, 2016) due on the PAC Winn

Lease in the amount of \$2,667.81 each, totaling \$21,342.48, plus late charges in the amount of \$1,560.67, property taxes in the amount of \$1,635.79, and costs and expenses (collectively the “PAC Winn Arrears”).

7.

SFS objects to the assumption and assignment of the Leases on the basis that the Leases cannot be assumed without concurrent cure of all arrearages pursuant to 11 U.S.C. § 365.

8.

The Debtors bear the burden of demonstrating that the requirements for assumption under 11 U.S.C. § 365 have been met. *In re Texas Rangers Baseball Partners*, 521 B.R. 134, 179 (Bankr. N.D. Tex. 2014).

9.

PAC Oakdale and PAC Winn’s failure to remit payments due to SFS under the Leases constitutes a material breach of the Leases, which must be cured upon assumption. *See id.*

10.

The amount that must be paid to SFS upon assumption to cure all arrearages is no less than the PAC Oakdale Arrears, plus the PAC Winn Arrears, plus all other post-petition payments and other amounts due under the Leases that accrue up to and including the date of assumption (collectively, the “Cure Amount”).

11.

Further, the Leases cannot be assumed without an adequate showing of future performance pursuant to 11 U.S.C. § 365(b)(1), and the Debtors have not made such a showing here.



Siemens Financial Services, Inc.

EQUIPMENT LEASE AGREEMENT #: 29782-41684 (Healthcare)

Dear Customer: This Equipment Lease Agreement (this "Lease") has been written in "Plain English". When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, Siemens Financial Services, Inc. Our address is 170 Wood Avenue South, Iselin, NJ 08830.

THIS LEASE IS A BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION

CUSTOMER NAME & INFORMATION

PROGRESSIVE ACUTE CARE OAKDALE, L.L.C.
Company
130 Hospital Dr, Oakdale, LA 71463
Legal/HQ Address, City, County, State, Zip
263147332 Social Security / Tax ID #
MORTEZA YAZIRI - LAB MANAGER Phone Number, Contact Person, Title
Louisiana 3182153093 Customer's State of Incorporation/Organization

EQUIPMENT INFORMATION

Description: 1 DX EXL 200 and all equipment related thereto (collectively "Equipment")
EQUIPMENT COST: \$105,600.00
FINANCED SALES TAX: \$10,560.00
TOTAL EQUIPMENT COST: \$116,160.00
[x] If this box is checked, a delivery and acceptance certificate is required.

ALL AMOUNTS INDICATED BELOW ARE SUBJECT TO APPLICABLE TAXES

Table with 3 columns: TERM AND LEASE PAYMENT SCHEDULE, ADVANCE PAYMENTS (Payable on signing), and END OF LEASE PURCHASE OPTION. Includes rows for Lease Term, Payment Period, Schedule of Lease Payments, Base Rate, Reference Rate, and Advance Lease Payment(s).

TERMS AND CONDITIONS

1. LEASE: You agree to lease the Equipment on the terms and conditions shown on each page of this Lease. If you have entered into any purchase or supply contract ("Supply Contract"), you assign to us your rights under such Supply Contract. If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf or purchase the Equipment under Supplier's standard terms and conditions.

("Terms and Conditions" continued on following page)

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS LEASE; (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iii) YOU CONFIRM THIS IS A BUSINESS, NOT CONSUMER, TRANSACTION; (iv) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; (v) YOU ACKNOWLEDGE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO BIND US IN ANY WAY; AND (vi) THE SIGNER FOR LESSEE CERTIFIES THAT (S)HE IS AUTHORIZED TO SIGN THIS LEASE ON BEHALF OF LESSEE.

(Continued on following page)

LESSOR: SIEMENS FINANCIAL SERVICES, INC.
LESSEE: PROGRESSIVE ACUTE CARE OAKDALE, L.L.C.
Signatures and dates for both parties.

TERM; PAYMENTS: (a) This Lease will become effective when we accept it at our corporate offices and will continue through the last day of the Lease Term. The Lease Term starts on the commencement date, which shall occur: (i) as evidenced by a delivery and acceptance certificate ("D&A") executed by you (in a form supplied by us) if the D&A box is checked on the face of this Lease, or, if not checked (ii) automatically on the 20th day after shipment of the Equipment by the Supplier unless prior to that time you give us written notice of your non-acceptance; (in either case "Commencement Date"). You will pay us all Lease payments when due. The first Lease Payment is due on the Commencement Date and the remainder on the same day of each consecutive payment period through the end of the Lease term. You will make all payments under this Lease to us at such address as we may specify. You authorize us to adjust the Lease Payment accordingly, but not more than 15%, if the final total Equipment Cost differs from the original Total Equipment Cost. If any amount payable under this Lease is not paid when due, you will pay us a late charge of 1.3% per month of each late payment (limited by the maximum amount permitted by law). Any security deposit you give us will not bear interest and we may deposit it with our own funds and apply it to your obligations under this Lease.

b) The Lease Payments specified on the face of this Lease are based upon the Base Rate, which is the Reference Rate as reported in the Reference Rate Source for the Base Rate Determination Date (in each case as specified on the face of this Lease). The rate that will actually be used in establishing the Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate, as determined by us and as reported in the Reference Rate Source for the date that is two (2) business days prior to the Commencement Date (or if no Reference Rate has been published in the Reference Rate Source for the date that is two (2) business days prior to the Commencement Date, then the immediately preceding date for which a Reference Rate has been reported). You acknowledge that we may access the Reference Rate Source through whichever medium we deem appropriate, including, without limitation, print or online editions. You authorize us to unilaterally make the appropriate changes to the Lease (and all related documentation) to reflect any changes to the Lease Payments consistent with the foregoing and, if requested by us, you shall confirm such changes to us in writing.

NO WARRANTIES; LIABILITY LIMITATION: We are leasing the Equipment to you "AS IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE ELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS LEASE OR THE EQUIPMENT. We transfer to you for the Lease Term any warranties made by the manufacturer or Supplier under a Supply Contract and you agree to assert against us any equipment problems.

EQUIPMENT USE; REPAIR: At your own expense, you will keep the Equipment eligible for any manufacturer's certification and in good condition. You will use the equipment in compliance with all laws and not make any alterations, additions or replacements to the Equipment. You will keep and use the Equipment only at the Equipment location. You may not move the Equipment without our written consent. We may inspect the Equipment at any reasonable time.

TAXES; INDEMNIFICATION: (a) You will pay when due, either directly or to us upon our demand, all taxes, fees, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other governmental authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

b) You are responsible for any losses, damages, penalties, claims, suits and actions (including reasonable legal fees), (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to (i) the manufacture, installation, ownership, use, condition, lease, possession, delivery, return or acceptance of the Equipment, or (ii) any effects in the Equipment. You agree to reimburse us (and our assigns) for, and if we (or our assigns) request, to defend us (or our assigns) against, any such Claims.

TITLE; RECORDING; CHANGES: We are the owner of and will hold title to the equipment. You will keep the Equipment free of all liens, claims and encumbrances. If you elected the FMV Option, you agree that this transaction is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and Proceeds (as defined in the applicable Uniform Commercial Code) thereof). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. YOU AUTHORIZE US TO FILE IN ANY FILING OFFICES AS WE MAY DETERMINE, YOU AGREE TO EXECUTE (IF REQUESTED), AND YOU APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE ON YOUR BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT. You shall provide us with written notice at least thirty (30) days prior to changing your name, state of organization or organizational structure.

ARTICLE 2A; FINANCE LEASE: You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A, AND TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A. By signing this Lease, you agree that either (i) you have reviewed, approved and received, a copy of the Supply Contract or (ii) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for description of those rights.

RISK OF LOSS; INSURANCE: (a) You are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause whatsoever, until it is returned to us at the end of this Lease. You are required to continue to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss and, at our option, you will either (i) repair the Equipment so that it is in good condition eligible for any manufacturer's certification, or (ii) pay us the amounts specified in section 9(b)(ii) below.

b) You will provide and maintain at your expense (i) "fire and allied perils" and "all risks" property insurance (as primary insurance for you and us) covering the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us (and our assigns) as loss payee, and (ii) comprehensive general liability insurance, naming us (and our assigns) as an additional insured. You will give us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies

acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance.

9. DEFAULT; REMEDIES: (a) Each of the following is a "Default" under this Lease (i) you fail to pay any Lease Payment or other payment within 10 days of its due date; (ii) you do not perform any of your other obligations under this Lease or under any other agreement or note with us and this failure continues for 10 days after we have notified you of it, or you or any guarantor of this Lease breach any representation or warranty made to us; (iii) you become insolvent, die, your business is dissolved, you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (iv) any guarantor of this Lease becomes subject to one of the events listed in clause (iii) above.

(b) Upon a Default, we may do one or more of the following (to the extent permitted by law): (i) we may cancel or terminate this Lease or any other agreements with you; (ii) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, an amount equal to (A) if the FMV Option was selected, the total of all unpaid Lease Payments for the remainder of the Lease Term plus the amount of our original anticipated residual interest in the Equipment, such sum discounted at 5% per annum; or (B) if the FX Option was selected, the total of all unpaid Lease Payments for the remainder of the Lease Term, plus the indicated amount of the FX Option, such sum discounted at the interest rate implicit in this Lease (assuming exercise of the FX Option); plus, in either case, all other amounts due and unpaid under this Lease; (iii) we or our agent may peacefully repossess the Equipment without court order; (iv) we may require you to return the Equipment to us as set forth in Section 11; and (v) we may exercise any other right or remedy available under law. You agree to pay all of our costs of enforcing our rights against you under this Lease (whether incurred before or after judgment), including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required to be given by law, 10 days' notice will be reasonable notice.

10. PURCHASE OPTION; AUTOMATIC RENEWAL: If no Default exists, you will have the option (which will be irrevocable by you once exercised) at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at (i) its fair market value (if the FMV Option was selected); or (ii) the indicated amount shown on the face of this Lease (if the FX Option was selected), plus in either case, any applicable taxes. You must give us at least 120 days but not more than 180 days written notice before the end of the Lease Term or any renewal term that you will purchase the Equipment or that you will return the Equipment to us. If you do not (a) give us such notice or (b) after giving us such notice purchase the Equipment in accordance with this Section or return the Equipment in accordance with Section 11, this Lease will automatically renew for successive 120 day terms until you comply with the notice and other requirements above. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term upon 10 days notice, prior to such renewal term. If the FMV Option was selected, the fair market value of the Equipment will be determined on a retail basis, and we will use our reasonable judgment to determine it. If you do not agree with us, such fair market value will be determined at your expense by an independent appraiser selected by you. Upon payment of the option amount, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS", without any representation or warranty whatsoever, and this Lease will terminate.

11. RETURN: When you return the Equipment to us pursuant to Section 9 or 10 of this Lease, you will return the Equipment to us at your own risk in the same condition and appearance as when you received the Equipment (ordinary wear and tear excepted), free of all liens and encumbrances created by or through you, in compliance with all legal and regulatory requirements, de-installed and packed for shipment in accordance with manufacturer's specifications, in good working order and eligible for manufacturer's maintenance, along with original user manuals and documentation, to any place in the United States we request. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

12. ASSIGNMENT; YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, assign this Lease (and/or your rights in the Equipment). THE RIGHTS OF THE NEW OWNER WILL NOT BE SUBJECT TO ANY CLAIM, RECOUPMENT CLAIM, DEFENSE OR SET-OFF THAT YOU MAY HAVE AGAINST US.

13. NO JURY; JURISDICTION: TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ALL RIGHTS HEREUNDER TO A JURY TRIAL. THIS LEASE WILL BE GOVERNED BY THE LAWS OF NEW JERSEY AND YOU SUBMIT TO THE JURISDICTION OF ANY FEDERAL, STATE OR LOCAL COURT SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE. YOU CONSENT TO SERVICE OF PROCESS AND ALL LITIGATION RELATED NOTICES AND DOCUMENTS BY CERTIFIED MAIL OR BY OVERNIGHT DELIVERY BY A NATIONALLY RECOGNIZED COURIER.

14. MISCELLANEOUS: This Lease will be binding upon and inure to the benefit of you and us, our legal representatives, heirs and permitted successors and assigns. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment and supersede all previous dealings. Any changes to this Lease must be in writing signed by you and us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. If any provision of this Lease is found to be unenforceable, such shall not invalidate the remaining provisions of this Lease. You agree that we alone may supply missing information or correct obvious errors in this Lease. You agree to supply us with any financial statements and tax returns that we request. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. All notices shall be in writing and sent to the other party by first class U.S. mail to the address on the face of this Lease (or to any other address specified by that party in writing) or by overnight delivery by a nationally recognized courier. If you do not perform any of your obligations under this Lease, we have the right but not the obligation to take any action that we believe is necessary and you agree to reimburse us on demand for all costs that we incur (including any insurance premiums, but no insurance relationship will exist between us (including our agents, and you), together with interest on such outstanding balance at the late charge rate specified above. If more than one Lessee has signed this Lease, the liability of each is joint and several. Defined terms used in this Lease may be defined on the face of this Lease.

SIEMENS

March 17, 2015

Mr. Calvin Green, CEO
Progressive Acute Care Oakdale, L.L.C.
130 Hospital Dr.
Oakdale, LA 71463

Re: Equipment Lease Agreement #29782-41684 (the "Contract")

Dear Mr. Green:

Reference is made to the Contract. Capitalized terms used but not specifically defined in this letter shall have the meaning provided for such terms in the Contract.

1. In section "EQUIPMENT INFORMATION", "Supplier" name shall now be "Siemens Healthcare Diagnostics Inc.
2. In section "EQUIPMENT INFORMATION", "Total Finance Charges: \$20,241.00" shall now be stated.
3. In section "ADVANCE PAYMENTS (Payable on signing)", "Total Amount Due:" shall now be "\$250.00".

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

If you have any questions, please contact me at 610-232-2958.

Sincerely,



Mary Ellen Monahan
Siemens Financial Services, Inc.
Commercial Finance - Americas

SIEMENS FINANCIAL SERVICES, INC.
CONTRACT ADDENDUM
EQUIPMENT LEASE AGREEMENT #29782-41684

This Addendum ("Addendum") shall become a part of that certain Equipment Lease Agreement #29782-41684 (the "Agreement") between Siemens Financial Services, Inc. ("Lessor") and the undersigned lessee ("Lessee"). If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

Lessor and Lessee hereby agree as follows:

1. All references in the Agreement to "personal property" shall be changed to "movable property".
2. Section 3 of the Agreement is amended to add the following provision:

"IN ADDITION TO AND WITHOUT LIMITING THE OTHER PROVISIONS OF THIS SECTION, FOR PURPOSES OF DISCLAIMING LOUISIANA WARRANTIES, YOU AGREE THAT THE EQUIPMENT UNDER THE LEASE IS LEASED "AS IS, WHERE IS," AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF LESSOR AND LESSEE EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE QUANTITY, SUITABILITY, TITLE, QUALITY, OR CONDITION OF THE EQUIPMENT; WARRANTIES AGAINST REDHIBITION OR LATENT DEFECTS, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE EQUIPMENT LEASED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY CHAPTER 9 OF THE LOUISIANA UNIFORM COMMERCIAL CODE OR LOUISIANA CIVIL CODE. YOU EXPRESSLY WAIVE ALL RIGHTS IN REDHIBITION AGAINST US PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520 THROUGH 2548."

3. Section 4 of the Agreement is amended to add the following provision:

"You shall not allow the Equipment or any item of it to be attached or affixed to immovable property or a building or other construction in any way without our prior written consent, which consent may be conditioned on (among other things) execution by you, the landlord and all mortgagees of a waiver of their interest in the Equipment; provided, however, that anything to the contrary in the Lease notwithstanding, in no event shall you incorporate the Equipment or permit the Equipment to be incorporated into a tract of land, building or any other construction so as to become an integral part of it within the meaning of La.Civ.Code art. 465."

4. In Section 6 of the Agreement, replace the first sentence of the Section with the following:

"You acknowledge that subject to the provisions of Section 10 of the Agreement, and as provided under the Louisiana Lease of Movables Act, La. R.S. section 9:3301 et seq. and other provisions of Louisiana law, title to the Equipment shall at all times be vested in us, and no right, title or interest in the Equipment shall pass to you other than, conditioned upon your compliance with and fulfillment of the terms and conditions of this Lease, the right to possess and use the Equipment for the full Lease Term."

5. Section 9 of the Agreement is amended to include the following additional subsection (c):

"(c) (i) In addition to or in lieu of the foregoing remedies, we may pursue the following (which together with the foregoing remedies shall be cumulative and may be exercised simultaneously, in each case to the extent permitted by law): (A) any and all rights and remedies provided in Louisiana Lease of Movables Act, La. R.S. section 9:3318-30, as such Act may be amended or restated from time to time including but not limited to the right to employ summary proceedings, the right to employ the remedy of sequestration (without the obligation of furnishing security as may be otherwise be required under La. R.S. section

9:3326 and La.Code.Civ.Art 3574, such security being hereby expressly waived), and the right to protect and preserve the Equipment or any item thereof at your expense and without prior notice or demand as provided in La. R.S. section 9:3330, without liability to you for any damage caused by such taking or possession, and (B) any and all other rights and remedies available under Louisiana Law, the applicable Uniform Commercial Code, including without limitation Chapter 9 of the Louisiana Commercial Laws, or any other applicable law.

(ii) You hereby expressly waive: (A) the benefit of appraisalment, as provided in Articles 2332, 2336, 2723 and 2724, Louisiana Code of Civil Procedure, and all other laws conferring the same; (B) the demand and three (3) days' delay accorded by Article 2721, Louisiana Code of Civil Procedure, and all other laws conferring the same; (C) the notice of seizure required by Articles 2293 and 2721, Louisiana Code of Civil Procedure, and all other laws conferring the same; (D) the three (3) days' delay provided by Articles 2331 and 2722, Louisiana Code of Civil Procedure, and all other laws conferring the same; and (E) the benefit of the other provisions of Articles 2331 and 2723, Louisiana Code of Civil Procedure, all rights of division and discussion with respect to any obligations or indebtedness and expressly agrees to the immediate seizure and sale of the Equipment and any other collateral under executory process without appraisalment, as an entirety or in parcels, as we may determine to the highest bidder.

(iii) You hereby **confess judgment**, up to the full amount provided in subsection (b) above, as applicable, and does by these presents, consent, agree, and stipulate that, in the event of any Default, the indebtedness shall, at our option become due and payable, and it shall be lawful for us, without making a demand and without notice or enforcement of other remedies, the same being hereby expressly waived, to cause all and singular the Equipment and any other collateral herein secured to be seized and sold by executory process issued by any competent court or to proceed with enforcement of its security interest in any other manner provided by law.

(iv) In the event that any Equipment or other collateral for your obligations hereunder now or hereafter located in the State of Louisiana is seized incidental to an action for the recognition or enforcement of a security interest by executory process, ordinary process, sequestration, writ of fieri facias or otherwise, the parties hereby agree that the Court issuing any such order, if petitioned for by us, shall direct the sheriff to appoint us as a keeper of the Equipment and other collateral, or any person named by us, at the time such seizure is effected. This designation is made pursuant to La. R.S. 9:5136-5140.2, as the same may be modified or amended, and we shall be entitled to all rights and benefits afforded thereunder. The fees of the keeper are hereby fixed at \$100.00/hour plus all actual and necessary costs, which fees and costs shall be secured by the Equipment and any other collateral for your obligations hereunder.

(v) Any and all declarations of fact made by authentic act before a Notary Public in the presence of two witnesses by a person declaring that such facts lie within his or her knowledge, shall constitute evidence of such fact for purposes of executory process."

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Addendum to be executed by their authorized representatives. For all purposes hereof, the effective date of this Addendum shall be the date of Lessor's execution as set forth below.

LESSOR:
SIEMENS FINANCIAL SERVICES, INC.

BY: 
(Authorized Signature)

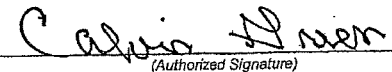
NAME: Mary Ellen Mahan
(Printed or Typed)

TITLE: LEASE ADMIN
(Printed or Typed)

DATE: 03/19/15

Deborah Ann Hamilton-Blessing
Deborah Hamilton-Blessing, VP

LESSEE:
Progressive Acute Care Oakdale, L.L.C.

BY: 
(Authorized Signature)

NAME: Calvin Green
(Printed or Typed)

TITLE: CEO
(Printed or Typed)

DATE: 03/11/2015



Dear Customer: This Equipment Lease Agreement (this "Lease") has been written in "Plain English". When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, Siemens Financial Services, Inc. Our address is 170 Wood Avenue South, Iselin, NJ 08830.

— THIS LEASE IS A BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION —

CUSTOMER NAME & INFORMATION

Progressive Acute Care Winn, L.L.C. Company Social Security / Tax ID # 263147149 (318)648-3085 Amy Barton, Lab Manager Phone Number, Contact Person, Title 301 West Boundary Street, Winnfield, LA 71483 Louisiana Legal/HQ Address, City, County, State, Zip Customer's State of Incorporation/Organization

EQUIPMENT INFORMATION

Description: 1 DX EXL with LM and all equipment related thereto (collectively "Equipment") EQUIPMENT COST: \$125,000.00 FINANCED SALES TAX: \$11,250.00 TOTAL EQUIPMENT COST: \$136,250.00 Equipment Location (different from above): Supplier: Siemens Healthcare Diagnostics, Inc. ("Supplier") [x] If this box is checked, a delivery and acceptance certificate is required.

ALL AMOUNTS INDICATED BELOW ARE SUBJECT TO APPLICABLE TAXES

Table with 3 columns: TERM AND LEASE PAYMENT SCHEDULE, ADVANCE PAYMENTS (Payable on signing), END OF LEASE PURCHASE OPTION. Includes rows for Lease Term, Payment Period, Schedule of Lease Payments, Base Rate, Reference Rate, and Base Rate Determination Date.

TERMS AND CONDITIONS

1. LEASE: You agree to lease the Equipment on the terms and conditions shown on each page of this Lease. If you have entered into any purchase or supply contract ("Supply Contract"), you assign to us your rights under such Supply Contract. If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf or purchase the Equipment under Supplier's standard terms and conditions.

("Terms and Conditions" continued on following page)

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS LEASE; (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iii) YOU CONFIRM THIS IS A BUSINESS, NOT A CONSUMER, TRANSACTION; (iv) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; (v) YOU ACKNOWLEDGE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO BIND US IN ANY WAY; AND (vi) THE SIGNER FOR LESSEE CERTIFIES THAT (S)HE IS AUTHORIZED TO SIGN THIS LEASE ON BEHALF OF LESSEE.

(Continued on following page)

LESSOR: SIEMENS FINANCIAL SERVICES, INC. X [Signature] Authorized Signature [Printed Name and Title] X [Signature] Authorized Signature [Printed Name and Title] Date

LESSEE: Progressive Acute Care Winn, L.L.C. X [Signature] Authorized Signature PATRICIA FLOWERS [Printed Name and Title] 10/6/14 Date

TERM; PAYMENTS: (a) This Lease will become effective when we accept it at our corporate offices and will continue through the last day of the Lease Term. The Lease Term starts on the commencement date, which shall occur: (i) as evidenced by a delivery and acceptance certificate ("D&A") executed by you (in a form supplied by us) if the D&A box is necked on the face of this Lease, or, if not checked (ii) automatically on the 20th day after shipment of the Equipment by the Supplier unless prior to that time you give us written notice of your non-acceptance; (in either case "Commencement Date"). You will pay us all Lease payments when due. The first Lease Payment is due on the Commencement Date and the remainder on the same day of each consecutive payment period through the end of the Lease Term. You will make all payments under this Lease to us at such address as we may specify. You authorize us to adjust the Lease Payment accordingly, but not more than 15%, the final Total Equipment Cost differs from the original Total Equipment Cost. If any amount payable under this Lease is not paid when due, you will pay us a late charge of 4% per month of each late payment (limited by the maximum amount permitted by law). Any security deposit you give us will not bear interest and we may deposit it with our own funds nor apply it to your obligations under this Lease.

b) The Lease Payments specified on the face of this Lease are based upon the Base Rate, which is the Reference Rate as reported in the Reference Rate Source for the Base Rate Determination Date (in each case as specified on the face of this Lease). The rate that will actually be used in establishing the Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate, as determined by us and as reported in the Reference Rate Source for the date that is two (2) business days prior to the Commencement Date (or if no Reference Rate has been published in the Reference Rate Source for the date that is two (2) business days prior to the Commencement Date, then the immediately preceding date for which a Reference Rate has been reported). You acknowledge that we may access the Reference Rate Source through whichever medium we deem appropriate, including, without limitation, print or online editions. You authorize us to unilaterally make the appropriate changes to the Lease (and all related documentation) to reflect any changes to the Lease Payments consistent with the foregoing and, if requested by us, you shall confirm such changes to us in writing.

NO WARRANTIES; LIABILITY LIMITATION: We are leasing the Equipment to you "AS IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE ELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS LEASE OR THE EQUIPMENT. We transfer to you for the Lease Term any warranties made by the manufacturer or Supplier under a Supply Contract and you agree not to assert against us any Equipment problems.

EQUIPMENT USE; REPAIR: At your own expense, you will keep the Equipment eligible for any manufacturer's certification and in good condition. You will use the equipment in compliance with all laws and not make any alterations, additions or replacements to the Equipment. You will keep and use the Equipment only at the Equipment location. You may not move the Equipment without our written consent. We may inspect the Equipment at any reasonable time.

TAXES; INDEMNIFICATION: (a) You will pay when due, either directly or to us upon demand, all taxes, fees, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other governmental authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

b) You are responsible for any losses, damages, penalties, claims, suits and actions (including reasonable legal fees), (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to (i) the manufacture, installation, ownership, use, condition, lease, possession, delivery, return or acceptance of the Equipment, or (ii) any effects in the Equipment. You agree to reimburse us (and our assigns) for, and if we (or our assigns) request, to defend us (or our assigns) against, any such Claims.

TITLE; RECORDING; CHANGES: We are the owner of and will hold title to the equipment. You will keep the Equipment free of all liens, claims and encumbrances. If you elected the FMV Option, you agree that this transaction is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and Proceeds (as defined in the applicable Uniform Commercial Code) hereof). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. YOU AUTHORIZE US TO FILE IN ANY FILING OFFICES AS WE MAY DETERMINE, YOU AGREE TO EXECUTE (IF REQUESTED), AND YOU APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE ON YOUR BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT. You shall provide us with written notice at least thirty (30) days prior to changing your name, state of organization or organizational structure.

ARTICLE 2A; FINANCE LEASE: You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A, AND TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A. By signing this Lease, you agree that either (i) you have reviewed, approved and received, a copy of the Supply Contract or (ii) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights.

RISK OF LOSS; INSURANCE: (a) You are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause whatsoever, until it is returned to us at the end of this Lease. You are required to continue to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss and, at our option, you will either (i) repair the Equipment so that it is in good condition eligible for any manufacturer's certification, or (ii) pay us the amounts specified in Section 9(b)(ii) below.

b) You will provide and maintain at your expense (i) "fire and allied perils" and "all risks" property insurance (as primary insurance for you and us) covering the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us (and our assigns) as loss payee, and (ii) comprehensive general liability insurance, naming us (and our assigns) as an additional insured. You will give us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies

acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance.

9. DEFAULT; REMEDIES: (a) Each of the following is a "Default" under this Lease: (i) you fail to pay any Lease Payment or other payment within 10 days of its due date; (ii) you do not perform any of your other obligations under this Lease or under any other agreement or note with us and this failure continues for 10 days after we have notified you of it, or you or any guarantor of this Lease breach any representation or warranty made to us; (iii) you become insolvent, die, your business is dissolved, you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (iv) any guarantor of this Lease becomes subject to one of the events listed in clause (iii) above.

(b) Upon a Default, we may do one or more of the following (to the extent permitted by law): (i) we may cancel or terminate this Lease or any other agreements with you; (ii) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, an amount equal to (A) if the FMV Option was selected, the total of all unpaid Lease Payments for the remainder of the Lease Term plus the amount of our original anticipated residual interest in the Equipment, such sum discounted at 5% per annum; or (B) if the FX Option was selected, the total of all unpaid Lease Payments for the remainder of the Lease Term, plus the indicated amount of the FX Option, such sum discounted at the interest rate implicit in this Lease (assuming exercise of the FX Option); plus, in either case, all other amounts due and unpaid under this Lease; (iii) we or our agent may peacefully repossess the Equipment without court order; (iv) we may require you to return the Equipment to us as set forth in Section 11; and (v) we may exercise any other right or remedy available under law. You agree to pay all of our costs of enforcing our rights against you under this Lease (whether incurred before or after judgment), including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required to be given by law, 10 days' notice will be reasonable notice.

10. PURCHASE OPTION; AUTOMATIC RENEWAL: If no Default exists, you will have the option (which will be irrevocable by you once exercised) at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at (i) its fair market value (if the FMV Option was selected); or (ii) the indicated amount shown on the face of this Lease (if the FX Option was selected), plus in either case, any applicable taxes. You must give us at least 120 days but not more than 180 days written notice before the end of the Lease Term or any renewal term that you will purchase the Equipment or that you will return the Equipment to us. If you do not (a) give us such notice or (b) after giving us such notice, purchase the Equipment in accordance with this Section or return the Equipment in accordance with Section 11, this Lease will automatically renew for successive 120 day terms until you comply with the notice and other requirements above. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term upon 10 days notice, prior to such renewal term. If the FMV Option was selected, the fair market value of the Equipment will be determined on a retail basis, and we will use our reasonable judgment to determine it. If you do not agree with us, such fair market value will be determined at your expense by an independent appraiser selected by us. Upon payment of the option amount, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS", without any representation or warranty whatsoever, and this Lease will terminate.

11. RETURN: When you return the Equipment to us pursuant to Section 9 or 10 of this Lease, you will return the Equipment to us at your own risk in the same condition and appearance as when you received the Equipment (ordinary wear and tear excepted), free of all liens and encumbrances created by or through you, in compliance with all legal and regulatory requirements, de-installed and packed for shipment in accordance with manufacturer's specifications, in good working order and eligible for manufacturer's maintenance, along with original user manuals and documentation, to any place in the United States we request. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

12. ASSIGNMENT: YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, assign this Lease (and/or our rights in the Equipment). THE RIGHTS OF THE NEW OWNER WILL NOT BE SUBJECT TO ANY CLAIM, RECOUPMENT CLAIM, DEFENSE OR SET-OFF THAT YOU MAY HAVE AGAINST US.

13. NO JURY; JURISDICTION: TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ALL RIGHTS HEREUNDER TO A JURY TRIAL. THIS LEASE WILL BE GOVERNED BY THE LAWS OF NEW JERSEY AND YOU SUBMIT TO THE JURISDICTION OF ANY FEDERAL, STATE OR LOCAL COURT SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY, IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE. YOU CONSENT TO SERVICE OF PROCESS AND ALL LITIGATION RELATED NOTICES AND DOCUMENTS BY CERTIFIED MAIL OR BY OVERNIGHT DELIVERY BY A NATIONALLY RECOGNIZED COURIER.

14. MISCELLANEOUS: This Lease will be binding upon and inure to the benefit of you and us, our legal representatives, heirs and permitted successors and assigns. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment and supersede all previous dealings. Any changes to this Lease must be in writing signed by you and us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. If any provision of this Lease is found to be unenforceable, such shall not invalidate the remaining provisions of this Lease. You agree that we alone may supply missing information or correct obvious errors in this Lease. You agree to supply us with any financial statements and tax returns that we request. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. All notices shall be in writing and sent to the other party by first class U.S. mail to the address on the face of this Lease (or to any other address specified by that party in writing) or by overnight delivery by a nationally recognized courier. If you do not perform any of your obligations under this Lease, we have the right but not the obligation to take any action that we believe is necessary and you agree to reimburse us on demand for all costs that we incur (including any insurance premiums, but no insurance relationship will exist between us, including our agents, and you), together with interest on such outstanding balance at the late charge rate specified above. If more than one Lessee has signed this Lease, the liability of each is joint and several. Defined terms used in this Lease may be defined on the face of this Lease.

SIEMENS

October 14, 2014

Patricia Flowers, CEO
Progressive Acute Care Winn, L.L.C.
301 West Boundary Street
Winnfield, LA 71483

RE: Equipment Lease Agreement #28114-38155 ("the Contract")

Dear Ms. Flowers:

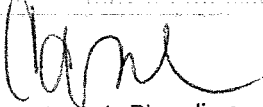
Reference is made to the Contract. Capitalizes terms used but not specifically defined in this letter shall have the meaning provided for such terms in the Contract.

1. After reviewing the file, we noticed the title was inadvertently omitted from the signature block section. As a result we are amending the above contract by inserting the title of "CEO".
2. In the "EQUIPMENT INFORMATION" section "Total Finance Charges" has been added and will read "Total Finance Charges \$23,818.60."

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

If you have any questions, please contact Camille de la Rigaudiere at 610-232-2067.

Sincerely,



Camille de la Rigaudiere
Lease Administrator
Siemens Financial Services, Inc.
170 Wood Avenue South
Iselin, NJ 08830

SIEMENS FINANCIAL SERVICES, INC.
CONTRACT ADDENDUM
EQUIPMENT LEASE AGREEMENT #28114-39155

This Addendum ("Addendum") shall become a part of that certain Equipment Lease Agreement #28114-39155 (the "Agreement") between Siemens Financial Services, Inc. ("Lessor") and the undersigned lessee ("Lessee"). If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

Lessor and Lessee hereby agree as follows:

1. All references in the Agreement to "personal property" shall be changed to "movable property".
2. Section 3 of the Agreement is amended to add the following provision:

"IN ADDITION TO AND WITHOUT LIMITING THE OTHER PROVISIONS OF THIS SECTION, FOR PURPOSES OF DISCLAIMING LOUISIANA WARRANTIES, YOU AGREE THAT THE EQUIPMENT UNDER THE LEASE IS LEASED "AS IS, WHERE IS," AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF LESSOR AND LESSEE EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE QUANTITY, SUITABILITY, TITLE, QUALITY, OR CONDITION OF THE EQUIPMENT; WARRANTIES AGAINST REDHIBITION OR LATENT DEFECTS, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE EQUIPMENT LEASED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY CHAPTER 9 OF THE LOUISIANA UNIFORM COMMERCIAL CODE OR LOUISIANA CIVIL CODE. YOU EXPRESSLY WAIVE ALL RIGHTS IN REDHIBITION AGAINST US PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520 THROUGH 2548."

3. Section 4 of the Agreement is amended to add the following provision:

"You shall not allow the Equipment or any item of it to be attached or affixed to immovable property or a building or other construction in any way without our prior written consent, which consent may be conditioned on (among other things) execution by you, the landlord and all mortgagees of a waiver of their interest in the Equipment; provided, however, that anything to the contrary in the Lease notwithstanding, in no event shall you incorporate the Equipment or permit the Equipment to be incorporated into a tract of land, building or any other construction so as to become an integral part of it within the meaning of La.Civ.Code art. 465."

4. In Section 6 of the Agreement, replace the first sentence of the Section with the following:

"You acknowledge that subject to the provisions of Section 10 of the Agreement, and as provided under the Louisiana Lease of Movable Act, La. R.S. section 9:3301 et seq. and other provisions of Louisiana law, title to the Equipment shall at all times be vested in us, and no right, title or interest in the Equipment shall pass to you other than, conditioned upon your compliance with and fulfillment of the terms and conditions of this Lease, the right to possess and use the Equipment for the full Lease Term."

5. Section 9 of the Agreement is amended to include the following additional subsection (c):

"(c) (i) In addition to or in lieu of the foregoing remedies, we may pursue the following (which together with the foregoing remedies shall be cumulative and may be exercised simultaneously, in each case to the extent permitted by law): (A) any and all rights and remedies provided in Louisiana Lease of Movable Act, La. R.S. section 9:3318-30, as such Act may be amended or restated from time to time including but not limited to the right to employ summary proceedings, the right to employ the remedy of sequestration (without the obligation of furnishing security as may be otherwise be required under La. R.S. section

9:3326 and La.Code.Civ.Art 3574, such security being hereby expressly waived), and the right to protect and preserve the Equipment or any item thereof at your expense and without prior notice or demand as provided in La. R.S. section 9:3330, without liability to you for any damage caused by such taking or possession, and (B) any and all other rights and remedies available under Louisiana Law, the applicable Uniform Commercial Code, including without limitation Chapter 9 of the Louisiana Commercial Laws, or any other applicable law.

(ii) You hereby expressly waive: (A) the benefit of appraisalment, as provided in Articles 2332, 2336, 2723 and 2724, Louisiana Code of Civil Procedure, and all other laws conferring the same; (B) the demand and three (3) days' delay accorded by Article 2721, Louisiana Code of Civil Procedure, and all other laws conferring the same; (C) the notice of seizure required by Articles 2293 and 2721, Louisiana Code of Civil Procedure, and all other laws conferring the same; (D) the three (3) days' delay provided by Articles 2331 and 2722, Louisiana Code of Civil Procedure, and all other laws conferring the same; and (E) the benefit of the other provisions of Articles 2331 and 2723, Louisiana Code of Civil Procedure, all rights of division and discussion with respect to any obligations or indebtedness and expressly agrees to the immediate seizure and sale of the Equipment and any other collateral under executory process without appraisalment, as an entirety or in parcels, as we may determine to the highest bidder.

(iii) You hereby **confess judgment**, up to the full amount provided in subsection (b) above, as applicable, and does by these presents, consent, agree, and stipulate that, in the event of any Default, the indebtedness shall, at our option become due and payable, and it shall be lawful for us, without making a demand and without notice or enforcement of other remedies, the same being hereby expressly waived, to cause all and singular the Equipment and any other collateral herein secured to be seized and sold by executory process issued by any competent court or to proceed with enforcement of its security interest in any other manner provided by law.

(iv) In the event that any Equipment or other collateral for your obligations hereunder now or hereafter located in the State of Louisiana is seized incidental to an action for the recognition or enforcement of a security interest by executory process, ordinary process, sequestration, writ of fieri facias or otherwise, the parties hereby agree that the Court issuing any such order, if petitioned for by us, shall direct the sheriff to appoint us as a keeper of the Equipment and other collateral, or any person named by us, at the time such seizure is effected. This designation is made pursuant to La. R.S. 9:5136-5140.2, as the same may be modified or amended, and we shall be entitled to all rights and benefits afforded thereunder. The fees of the keeper are hereby fixed at \$100.00/hour plus all actual and necessary costs, which fees and costs shall be secured by the Equipment and any other collateral for your obligations hereunder.

(v) Any and all declarations of fact made by authentic act before a Notary Public in the presence of two witnesses by a person declaring that such facts lie within his or her knowledge, shall constitute evidence of such fact for purposes of executory process."

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Addendum to be executed by their authorized representatives. For all purposes hereof, the effective date of this Addendum shall be the date of Lessor's execution as set forth below.

LESSOR:
SIEMENS FINANCIAL SERVICES, INC.
BY: [Signature]
(Authorized Signature)
NAME: Adela Agardiere
(Printed or Typed)
TITLE: Lease Admin
(Printed or Typed)
DATE: 10/14/15
Deborah Hamilton
Deborah Hamilton
VP

LESSEE:
Progressive Acute Care Winn, L.L.C.
BY: [Signature]
(Authorized Signature)
NAME: PATRICIA FLOWERS
(Printed or Typed)
TITLE: CEO - Winn Parish Medical Center
(Printed or Typed)
DATE: 10/16/14

**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.

JOINTLY ADMINISTERED

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have mailed a copy of the above and foregoing Limited Objection of Siemens Financial Services, Inc. to Debtors' Motion for an Order Approving Sale of Assets and Assumption and Assignment of Certain Contracts and Leases and Amounts of Cure, if Any, Relating Thereto, to the Debtor, Progressive Acute Care, LLC, P.O. Box 5309, Abita Springs, LA 70420, to counsel for the Debtors, William E. Steffes, 13702 Coursey Boulevard, Bldg. 3, Baton Rouge, LA 70817, and to the Office of the United States Trustee, 300 Fannin St., Suite 3196, Shreveport, LA 71101, by depositing same in the United States Mail, postage prepaid and properly addressed, this 16th day of August 2016, at Alexandria, Louisiana.

/s/ Randall L. Wilmore
Randall L. Wilmore