

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA (LAFAYETTE)**

IN RE:	*	Case No. 16-50740
	*	
PROGRESSIVE ACUTE CARE, LLC, et al.	*	Chapter 11
<i>Debtor</i>	*	
	*	Substantively Consolidated
	*	

**TCF’S RESPONSE TO THE PAC LIQUIDATION TRUST’S
SECOND OMNIBUS OBJECTION TO CLAIMS**

TCF Equipment Finance, A Division of TCF National Bank, N.A. (“TCF”), appearing herein through its undersigned counsel, hereby responds to the Objection (the “Objection”) filed by Matthew E. Rubin, as the Liquidation Trustee (the “Liquidation Trustee”) for the PAC Liquidation Trust’s (the “Liquidation Trust”) Second Omnibus Objection to Claims [Doc. 620] and, in opposition to the relief sought by the PAC objection, represents as follows:

1.

Prior to the initiation of the above-captioned cases, Progressive Acute Care Dauterive, LLC, executed a Short Form Lease Agreement (the “Agreement”), dated January 26, 2015, for the lease of certain equipment described therein, with Stryker Flex Financial, a Division of Stryker Sales Corporation, the original owner and lessor, which was assigned to TCF for good and valuable consideration. To induce TCF to enter into the Agreement with Progressive Acute Care Dauterive, LLC, Progressive Acute Care, LLC executed a Personal Guaranty through which it irrevocably, absolutely, and unconditionally guaranteed to TCF the full and prompt payment and performance of each and every debt, liability, and obligation that Progressive Acute Care Dauterive, LLC owed to TCF in connection with the Agreement. Copies of the Agreement

[1]

and the Progressive Acute Care, LLC Personal Guaranty are attached to the TCF Proof of Claim #48 as Exhibit 1 and 3.

2.

On or about October 3, 2016, TCF filed its Proof of Claim, a copy of which is attached hereto and made part of as Exhibit A, with the original Exhibits 1 and 3, reflecting the balance prior to the disposition of certain collateral that had been recovered.

3.

On March 31, 2017, TCF filed an amendment to its original October 3, 2016 Claim, again as Claim #48, now reflecting the balance after the application of the payment of the proceeds following the recovery and sale of the Collateral, with a total unsecured claim in the amount of \$94,417.57, again with the obligation guaranteed by the Personal Guaranty of Progressive Acute Care, LLC, all of which is more fully set forth in the Amended Claim #48, filed March 31, 2017, and Exhibit 1, the Agreement, and Exhibit 3, the Personal Guaranty executed by Progressive Acute Care, LLC, which is attached hereto and made part hereof as Exhibit B (collectively the “TCF Claim”).

4.

In the PAC Liquidation Trust’s Second Omnibus Objection to Claims, it listed the TCF Claim in Category II, identified as the “No Liability Claims,” and the PAC Liquidation Trust states that “Claimant filed a claim for goods or services rendered to Dauterive Hospital which is not the responsibility of the Debtors”, in its objection to the TCF Claim, and seeks to disallow the TCF Claim.

5.

TCF opposes the relief sought in the PAC Liquidation Trust Objection. TCF holds a valid claim against Progressive Acute Care, LLC, as set forth in its Claim #48, based upon the Agreement and Personal Guaranty signed by Progressive Acute Care, LLC, both attached as exhibits to the TCF Claim.

6.

The TCF original and amended Proof of Claim #48, as filed, constitute prima facie evidence of the validity of its claims. (*See Fed. R. Bankr. P. 3001(f).*) “Sections 501 and 502 of the Bankruptcy Code and Bankruptcy Rule 3001 provide that a ‘party correctly filing a proof of claim is deemed to have established a prima facie case against a debtor’s assets.’” *In re Jacobsen*, 362 Fed.Appx. 413, 2010 WL 271419, *2 (5th Cir. Jan. 25, 2010)(citing *In re Armstrong*, 320 B.R. 97, 102 (N.D. Tex. 2005)); *See also: In re Fulton*, 2007, WL 1029496 (E.D. La. March 29, 2007)(citing *In re O’Connor*, 153 F.3d 258, 260 (5th Cir. 1998)). “The claimant will prevail unless a party who objects to the proof of claim produces evidence to rebut the claim.” *Id.* “To properly object to a claim ‘the objector must present evidence sufficient to refute at least one of the allegations that is essential to the claim’s legal sufficiency.’” *In re Hight*, 393 B.R. 484, 495-96 (S.D. Tex. Aug. 13, 2008). “Such a proper objection might be established through ‘the production of specific and detailed allegations that place the claim into dispute...the presentation of legal arguments based upon the contents of the claim and its supporting documents,...or through pretrial pleadings...in which the evidence is presented which brings the validity of the claim into question.’” *Id.* “Should the debtor fail to properly object to the claim, the claimant will prevail and the claim will be valid.” *Id.*

7.

In support of its request that the TCF Claim be disallowed, the Liquidation Trustee only reflects that “Claimant filed a claim for goods or services rendered to Dauterive Hospital which is not the responsibility of the Debtor”, without any allegation or even a comment regarding the Personal Guaranty which was submitted with the TCF Claim as Exhibit 3. The Liquidation Trustee has failed to rebut the presumption in favor of the TCF Claim and, therefore, the Objection filed by the Liquidation Trustee should be denied.

8.

Accordingly, and based upon the foregoing, TCF objects to the disallowance of its Claim #48, as amended March 31, 2017, in that the TCF Claim is supported by Schedule A, the Amended Statement of Claim, with the Lease Agreement, and attached Assignment from Stryker Flex Financial to TCF as Exhibit 1, and the Personal Guaranty signed by Progressive Acute Care, LLC, as Exhibit 3 to the TCF Claim.

WHEREFORE, TCF Equipment Finance, A Division of TCF National Bank, N.A., requests that this Court deny the relief requested in the objection related to the TCF Claim #48 and grant such other and further relief as is just and proper, and to the extent that the Debtor seeks to pursue the objection, that this Court direct procedures and dates for discovery and trial.

New Orleans, Louisiana this 6th day of December, 2017.

Respectfully submitted,

**FAVRET, DEMAREST, RUSSO, LUTKEWITTE
& SCHAUMBURG**

A Professional Law Corporation

/s/ Thomas J. Lutkewitte

THOMAS J. LUTKEWITTE, No. 09196

CONOR T. LUTKEWITTE, No. 34653

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Email: clutkewitte@favretlaw.com

*Attorneys for TCF Equipment Finance,
A Division of TCF National Bank, N.A.*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Ex Parte Motion for Leave to File Amended Proof Claim was served on this 6th day of December, 2017, by the electronic case filing system for the United States Bankruptcy Court for the Western District of Louisiana to all parties required to be served, and by United States Mail to the following:

William E. Steffes
Barbara B. Parsons
Noel Steffes Melancon
Steffes, Vingiello & McKenzie, LLC
13702 Coursey Blvd., Bldg 3
Baton Rouge, LA 70817

Wade R. Iverstine
J. Eric Lockridge
Kean Miller, LLP
400 Convention St., Ste. 700
Baton Rouge, LA 70802

Boris I. Mankovestskiy
Andrew H. Sherman
Sillis Cummins & Gross, PC
One Riverfront Plaza
Newark, NJ 07102

Gail Bowen McCulloch
Office of U.S. Trustee
300 Fannin Street, Suite 3196
Shreveport, LA 71101

/s/ Thomas J. Lutkewitte
THOMAS J. LUTKEWITTE

Fill in this information to identify the case:

Debtor 1 Progressive Acute Care, LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Western District of Louisiana

Case number 16-50740



Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both, 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1 Identify the Claim

1. Who is the current creditor? TCF EQUIPMENT FINANCE, DIVISION OF TCF NATIONAL BANK, N.A.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Thomas J. Lutkewitte</u> Name	<u>Dave Muinix, TCF Equipment Finance</u> Name
<u>1515 Poydras St., Ste. 1400</u> Number Street	<u>1111 West San Marnan Drive, Ste. A2 West</u> Number Street
<u>New Orleans LA 70112</u> City State ZIP Code	<u>Waterloo IA 50701</u> City State ZIP Code
Contact phone <u>504-561-1006</u>	Contact phone <u>877-332-5311</u>
Contact email <u>tlutkewitte@favretlaw.com</u>	Contact email <u>dmuinix@tcfef.com</u>

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amount one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

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

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

7. How much is the claim? \$ _____ 144,762.57 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual interest rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition: \$ _____

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

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

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check one:

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

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

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

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

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(6).

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

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3671.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

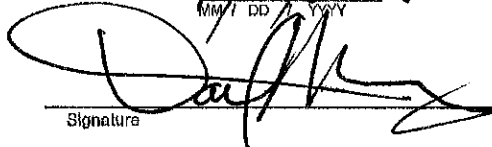
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

9/30/2016
MM/DD/YYYY


Signature

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

Name David A. Mulnix
First name Middle name Last name

Title AVP Portfolio

Company TCF Equipment Finance
Identify the corporate service as the company if the authorized agent is a servicer.

Address 111 West San Marwan Drive, Suite 101
Number Street West

Waterloo IA 50701
City State ZIP Code

Contact phone 877-332-5311 Email dmulnix@tef.com

SCHEDULE "A"
STATEMENT OF CLAIM

TCF Equipment Finance, Division of TCF National Bank, N.A. (f/k/a TCF Equipment Finance, Inc. "TCF") is an unsecured creditor of the debtor, Progressive Acute Care, LLC, ("Progressive Acute Care" or the "Debtor") based upon the following:

A. Basis for Claim

Progressive Acute Care Dauterive, LLC executed a Short Form Lease Agreement (the "Agreement") dated January 26, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "1", for the lease of the equipment described therein, for the total financed amount of \$189,034.60, with Stryker Flex Financial, a division of Stryker Sales Corporation, the original owner and Lessor, which was assigned to TCF for good and valuable consideration.

In the Agreement, Progressive Acute Care Dauterive, LLC leased equipment, and granted a security interest to the Holder and Assignee, TCF, to secure payment of the indebtedness and obligations under the Agreement, in that equipment more fully described in Exhibit "A" to the Agreement, together with all proceeds therefrom ("Collateral"). A copy of the UCC Financing Statement filed in Iberia Parish is attached hereto and made a part hereof as Exhibit "2."

Progressive Acute Care Dauterive, LLC defaulted in the terms of the Agreement by failing to make the payments as scheduled with the payments past due from January 1, 2016 to the present and, as a result of this default, TCF exercised its option to accelerate and mature the entire principal balance due TCF, in the principal amount of \$140,002.47, together with interest at the default rate of 18% per annum, from date of default until paid, and late charges of \$255.67. Suit was filed in the 16th Judicial District Court for the Parish of Iberia as Case No. 128362, in the matter entitled "TCF Equipment Finance a Division of TCF National Bank, N.A. vs. Progressive Acute Care Dauterive, LLC d/b/a Dauterive Hospital and Progressive Acute Care, LLC."

To induce TCF to enter into the Agreement with Progressive Acute Care Dauterive, LLC, Progressive Acute Care, LLC executed a Personal Guaranty through which it irrevocably, absolutely and unconditionally guaranteed to TCF the full and prompt payment performance when due of each and every debt, liability and obligation that Progressive Acute Care Dauterive, LLC owed to TCF in connection with the Agreement, all as more fully set forth in the Guaranty Agreement which is attached hereto and made a part hereof as Exhibit "3."

Following the bankruptcy that was filed by Progressive Acute Care Dauterive, LLC, a Motion for Relief from the Automatic Stay was filed, and an Order was entered granting TCF relief from the automatic stay. Subsequently, on August 5, 2016 TCF recovered the Collateral, which is pending disposition and sale, and therefore a credit for the sale proceeds has not been received or confirmed, but will be credited upon receipt. TCF reserves its right to amend its claim to

reflect the credit, representing the sale proceeds, and the resulting unsecured claim for the deficiency.

B. Claim Calculation

The balance on the Agreement has been computed as follows:

Principal:	\$140,002.47
Accrued Interest to May 31, 2016	\$ 1,518.93
Late Charges:	\$ 255.67
Court Costs (Clerk):	\$ 298.00
Iberia Parish Sheriff:	-0-
Attorney's Fees (to May 31, 2016):	\$ 2,687.50

TOTAL SECURED CLAIM PRIOR TO ANY CREDIT FOR SALE PROCEEDS FROM DISPOSITION OF COLLATERAL	<u>\$144,762.57</u>
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Owner ("we" or "us")
 Stryker Flex Financial, a division of Stryker Sales Corporation
 100 Ramonero Road Parkway
 Portlana, MI 49002

Short Term Lease Agreement No. 21-11312-2

Customer Name and Address ("you" or "your"):
 PROGRESSIVE ACUTE CARE DAUTERIVE, LLC dba Dauterive Hospital
 600 North Lewis Ave
 New Berlin, LA 70563

Equipment Location: 600 North Lewis Ave, New Berlin, LA 70563
 Supplier: Stryker Sales Corporation, #100 E. Main, Kalamazoo, MI 49001
 EQUIPMENT DESCRIPTION: (see attached Exhibit A which is a part of this Agreement)

PAYMENT INFORMATION

# of Lease Payments	Payment Frequency Monthly	Lease Payment	Term of Agreement in Months	Equipment Purchase Option	Buyout
36	Monthly	\$7,308.48 (includes estimate of sales tax - See "Taxes" section below) followed by \$8,132.02 (includes estimate of sales tax - See "Taxes" section below)	36	\$1 Buyout	\$18,933.00

1. Lessor You ("Customer") agrees to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and an any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to counterclaim, defense, rescission, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 3% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$5.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on a rate reported in the "Interest rate swaps" section of Federal Reserve Statistical Release H-13, and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and Lien: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment Use, Maintenance and Warranties: Any Assignee (as defined below) in leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claim will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. STRYKER SALES CORPORATION (INCLUDING STRYKER FLEX FINANCIAL, ITS DIVISION) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not support any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days prior written notice of any change in your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, rescission, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Stryker Flex Financial".

5. Risk of Loss, Insurance and Reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you will must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverage and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default and Remedies: You are in default under this Agreement if (a) you fail to pay a Payment or any other amount when due; or (b) you breach any other obligation under this Agreement or any other agreement with us; or (c) your principal owner or any guarantor of this Agreement dies; or (d) you or my guarantor becomes, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or (e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: (a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; (b) sue you for and receive the total amount due plus the Equipment's accelerated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum 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 Term, all as reasonably determined by us; or (ii) 9% per annum; but only to the extent permitted by law; (c) charge you interest on all monies due at the rate of 18% per year from the date of default, with paid; and/or (d) require you to immediately return the Equipment to us or we may peacefully repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-ent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of Term: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whichever you may: (a) purchase all, but not less than all, of the Equipment as indicated above; or (b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't: (a) purchase or (b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software License ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. In connection with our Software rights, license's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.



9. Miscellaneous: You acknowledge we have given you the Equipment supplier's terms. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of those rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-308 through 2A-322, (ii) that the Equipment will only be used for business purposes and not for personal, family or household use and (iii) that a finalistic copy of this Agreement and each document executed with this Agreement may be treated as an original and will be admissible as legal evidence thereof. We may inspect the Equipment during the Term. No failure to not shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges hereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs, such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, services and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request, from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including intercompany relationships) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any interest, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELABLE AGREEMENT AND WAIVE TRIAL, BY JURY.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER



Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation	
Signature: <i>Angela G. Hill</i>	Date: <i>11/13/15</i>
Print Name: <i>Angela Hillberg</i>	
Title: <i>Transaction Coordinator</i>	

Exhibit "A" to Short Form, Lease Agreement Number 21-11312-2
Description of Equipment

Customer Name: PROGRESSIVE ACUTE CARE DAUTERIVE, LLC aka Dauterive Hospital
Delivery Address: 600 North Lewis Ave, New Iberia, LA 70563

Part 1 - Equipment / Service Coverage (If Applicable)		
Model Number	Equipment Description	Quantity
7004-000-000	SYSTEM 7 DUAL TRIGGER ROTARY	2
7004-000-000	SYSTEM 7 RECP SAW	2
7004-000-000	SYSTEM 7 SAC SAW	2
7009-000-000	SYSTEM 7 PRECISION SAW	2
7003-026-000	WIRE COLLET	2
7003-120-000	PIN COLLET	2
7003-226-000	LARON COLLET	2
7015-000-000	SMARTLIFE LARGE BATTERY	8
7002-450-000	87 4HP INSERT TRAY AND CASE	2
7110-120-000	UNIVERSAL CHARGER	1
6203-110-000	AO SMALL ATTACHMENT	2
6203-113-000	HUDSON ATTACHMENT	2
6203-131-000	1/4" CHUCK WKEY	2
6203-135-000	HUDSON/MODIFIED TRINKLE ATTACH	2
6203-160-000	TRINKLE ATTACHMENT	2
6203-210-000	AO LARGE BEAMER ATTACHMENT	2
6203-215-000	DHSDCS QUICK LOCK	2
4403-000-000	CORDLESS DRIVER 4	2
4404-000-000	SABO 2 SAC SAW	2
4405-231-000	POWERBROW 1/4" CHUCK WITH KEY	2
4405-235-000	POWERBROW HUDSON MOD TRINKLE	2
4405-215-000	POWERBROW HUDSON	2
4100-000-000	Wire Collet	2
4100-120-000	Adjustable Pin Collet	2
4100-110-000	Synbar Drill	2
4100-121-000	1/4 Inch Drill with Jacobs Chuck	2
4100-121-132	Universal Jacobs Key	2
4100-122-000	5/32 Inch Drill with Jacobs Chuck	2
4100-123-000	Hudson/modified Trinkle Drill	2
4100-160-000	Trinkle Drill	2
4100-210-000S1	AO LARGE BEAMER	2
4100-460-000S1	SMARTLIFE DHS REAMER	8
7012-000-000	SMARTLIFE SMALL BATTERY	8
4403-122-000	CDMS/ABO2 INSERT TRAY/CONTAINER	2

Total Equipment: \$173,629.38

Total Up-Front Sales Tax: \$ 16,806.22
Total Planned Amount: \$ 189,435.60



Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation.	
Signature: <i>Angie Fahlberg</i>	Date: <i>8/11/21</i>
Print Name: <i>Angie Fahlberg</i>	
Title: <i>Transaction Coordinator</i>	

STRYKER FLEX FINANCIAL
1901 Romance Road Parkway
Portage, MI 49002

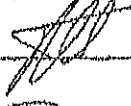
ASSIGNMENT

This is to confirm that, for value received, Stryker Flex Financial, a division of Stryker Sales Corporation ("Assignor"), on March 23, 2016, sold, assigned, transferred and set over to TCF Equipment Finance, a division of TCF National Bank ("Assignee"), all of its right, title and interest in and to the following Lease Agreement ("Lease"):

<u>Lessee</u>	<u>Short Form Lease Agreement #</u>
Progressive Acute Care Daeterive dba Daeterive Hospital	21-11312-2

Such assignment includes but is not limited to: (i) all payments due and to become due under the Lease, (ii) any and all guaranties originally given to Assignor in respect of the performance under the Lease, (iii) the Equipment, including Software, which are the subject of and described in the Lease, (iv) all proceeds of the foregoing, and (v) all rights and interest of Assignor, including the security interest granted by the Lessee to Assignor, as well as all obligations of the Lessee as contained in the Lease. Items (i) through (v) are collectively referred to as the "Assets." Assignor's assignment of the foregoing Assets is without recourse and without representation or warranty of any kind.

Stryker Flex Financial

By:  _____

Title:  _____

Date: May 13, 2016

Stryker Flex Financial, a division of Stryker Sales Corporation
1901 Romence Road Parkway
Portage, MI 49002

Guaranty (Corporate)

To induce Stryker Flex Financial, a division of Stryker Sales Corporation ("Creditor"), from time to time to extend credit to or for the account of PROGRESSIVE ACUTE CARE DAUTERIVE, LLC dba Dauterive Hospital ("Customer") by way of lease, rental, loan, installment or conditional sale, fee per use or fee per implant contract or any other means, the undersigned hereby agrees as follows:

1. The undersigned hereby absolutely and unconditionally guarantees to Creditor the full and prompt payment and performance when due of each and every debt, liability and obligation of every type and description that Customer may now or in the future owe to Creditor whether absolute or contingent or primary or secondary (the "Obligations" and each an "Obligation"), in connection with that certain Short Form, Lease Agreement, #21-11312-2, by and between Stryker Flex Financial, a division of Stryker Sales Corporation, and Customer.
2. The undersigned hereby waives (i) notice of the acceptance hereof by Creditor and of the creation and existence of the Obligations and (ii) any and all defenses otherwise available to guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following, each of which Creditor may agree to without notice to or the consent of the undersigned: (a) any extension or renewal of any Obligation whether or not for longer than the original period, (b) any change in the terms of payment or other terms of any Obligation or any collateral therefor, or any exchange, release of, or failure to obtain any collateral therefor, (c) any waiver or forbearance granted to Customer or any other person liable with respect to any Obligation or any release of, compromise with, or failure to assert rights against Customer or any such other person, (d) the application or failure to apply in any particular manner any payments or credits on the Obligations, and (e) the creation of Obligations from time to time.
4. This Guaranty shall continue in force and be binding upon the undersigned whether or not all the Obligations are paid in full until this Guaranty is revoked prospectively as to future transactions by written notice from the undersigned actually received by Creditor. Such revocation shall not be effective as to Obligations existing or committed for at the time of actual receipt of such notice or as to any renewals, extensions and refinancings thereof.
5. Creditor shall not be required before exercising and enforcing its rights under this Guaranty first to resort for payment of any Obligation to Customer or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment from Customer or any other person obligated with respect to any Obligation or from any collateral for any Obligation until all Obligations have been paid in full.
6. The undersigned shall be and remain liable for any deficiency following foreclosure of any mortgage or security interest securing any Obligation whether or not the liability of Customer under such Obligation is discharged by such foreclosure.
7. If any payment applied to any Obligation is thereafter set aside, recovered, rescinded or required to be returned for any reason (including on account of a preference in the bankruptcy of Customer), the Obligation in which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such Obligation as fully as if such application had never been made.
8. The undersigned agrees to pay all costs, expenses and legal fees paid or incurred by Creditor in connection with enforcing any Obligation and this Guaranty. This Guaranty and all related controversy shall in all respects be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to Michigan choice of law principles. **THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER UNDER OR IN CONNECTION WITH THE GUARANTY.**
9. Creditor may, without notice to or the consent of the undersigned, assign this Guaranty as it relates to an Obligation to a party who purchases all or part of the Obligations (hereinafter referred to individually as an "Assignee" and collectively as "Assignees"). An Assignee shall have the right to enforce this Guaranty against the undersigned solely as it relates to the Obligation it purchased, and such enforcement may be brought separate and apart from actions by Creditor and/or other Assignees.
10. The undersigned agrees that it shall, upon a request from Creditor, promptly provide to Creditor a copy of the undersigned's most recent annual financial statements and any other financial information of the undersigned (including interim financial statements) that Creditor may request. The undersigned authorizes Creditor to share such information with Creditor's affiliates, subsidiaries, and Assignees.
11. This Guaranty shall be binding upon the successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Creditor.
12. If the undersigned is a partnership, corporation, limited liability company or other legal entity, the undersigned represents, warrants and agrees that the execution, delivery and performance of this Guaranty has been duly authorized by all necessary action on the part of the undersigned and will not violate any provision of the undersigned's governing documents; and the person signing this Guaranty on behalf of the undersigned is duly authorized.

1/21/2015

Dated as of: _____

Principal place of business:

PROGRESSIVE ACUTE CARE, LLC
By: Wayne Thompson, CFO
Signature

2210 7th St.
Mandeville, LA 70471

Wayne Thompson
Name (Please print or type)

CFO
Title

985-624-7401
Phone:

Agreement No: 21-11312-2



Fill in this information to identify the case:

Debtor 1 Progressive Acute Care, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Louisiana

Case number 16-50740



Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? TCF EQUIPMENT FINANCE, DIVISION OF TCF NATIONAL BANK, N.A.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Name <u>Thomas J. Lutkewilte</u>	Name <u>Dave Mulnix, TCF Equipment Finance</u>
Number Street <u>1515 Poydras St., Ste. 1400</u>	Number Street <u>1111 West San Marcan Drive, Ste. A2 West</u>
City State ZIP Code <u>New Orleans LA 70112</u>	City State ZIP Code <u>Waterloo IA 50701</u>
Contact phone <u>504-561-1006</u>	Contact phone <u>877-332-5311</u>
Contact email <u>tlutkewilte@favretlaw.com</u>	Contact email <u>dmulnix@tcfef.com</u>

Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) 48

Filed on 10/03/2016
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

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

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

7. How much is the claim? \$ 94,417.57. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

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

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

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

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

Annual Interest Rate (when case was filed) _____ %

Fixed
 Variable

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

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

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

No

Yes. Check one:

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

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

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

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

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

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

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

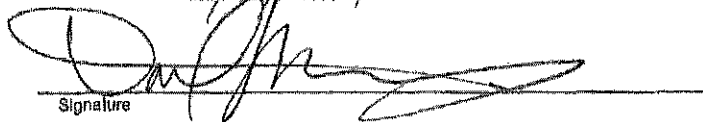
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

2/8/2017
MM / DD / YYYY


Signature

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

Name David M. Mulnix
First name Middle name Last name

Title Assistant Vice President - Portfolio

Company TCF Equipment Finance
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1111 West San Marnan Drive, Suite A2 West
Number Street
Waterloo IA 50701
City State ZIP Code

Contact phone 887-332-5311 Email dmulnix@tcfef.com

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA (LAFAYETTE)

IN RE:	*	Case No. 16-50740
	*	
PROGRESSIVE ACUTE CARE, LLC	*	Chapter 11
<i>Debtor</i>	*	
	*	Judge: Robert Summerhays
	*	

.....

SCHEDULE "A"
AMENDED STATEMENT OF CLAIM

TCF Equipment Finance, Division of TCF National Bank, N.A. (f/k/a TCF Equipment Finance, Inc. "TCF") is an unsecured creditor of the debtor, Progressive Acute Care, LLC, ("Progressive Acute Care" or the "Debtor") based upon the following:

A. Basis for Claim

Progressive Acute Care Dauterive, LLC executed a Short Form Lease Agreement (the "Agreement") dated January 26, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "1", for the lease of the equipment described therein, for the total financed amount of \$189,034.60, with Stryker Flex Financial, a division of Stryker Sales Corporation, the original owner and Lessor, which was assigned to TCF for good and valuable consideration.

In the Agreement, Progressive Acute Care Dauterive, LLC leased equipment, and granted a security interest to the Holder and Assignee, TCF, to secure payment of the indebtedness and obligations under the Agreement, in that equipment more fully described in Exhibit "A" to the Agreement, together with all proceeds therefrom ("Collateral"). A copy of the UCC Financing Statement filed in Iberia Parish is attached hereto and made a part hereof as Exhibit "2."

Progressive Acute Care Dauterive, LLC defaulted in the terms of the Agreement by failing to make the payments as scheduled with the payments past due from January 1, 2016 to the present and, as a result of this default, TCF exercised its option to accelerate and mature the entire principal balance due TCF, in the principal amount of \$140,002.47, together with interest at the default rate of 18% per annum, from date of default until paid, and late charges of \$255.67. Suit was filed in the 16th Judicial District Court for the Parish of Iberia as Case No. 128362, in the matter entitled "TCF Equipment Finance a Division of TCF National Bank, N.A. vs. Progressive Acute Care Dauterive, LLC d/b/a Dauterive Hospital and Progressive Acute Care, LLC."

To induce TCF to enter into the Agreement with Progressive Acute Care Dauterive, LLC, Progressive Acute Care, LLC executed a Personal Guaranty through which it irrevocably, absolutely and unconditionally guaranteed to TCF the full and prompt payment performance when due of each and every debt, liability and obligation that Progressive Acute Care Dauterive, LLC owed to TCF in connection with the Agreement, all as more fully set forth in the Guaranty Agreement which is attached hereto and made a part hereof as Exhibit "3."

Following the bankruptcy that was filed by Progressive Acute Care Dauterive, LLC, TCF recovered the Collateral, and it has now been sold and the sales proceeds in the amount of \$63,570.00 has been recovered which, following the repossession expenses and broker's sales commission of \$13,225.00, has resulted in a net recovery and net credit to the outstanding balance of \$50,345.00, resulting in an unsecured balance on the TCF claim as calculated below.

B. Claim Calculation

The balance on the Agreement has been computed as follows:

Principal:	\$140,002.47
Accrued Interest to May 31, 2016	\$ 1,518.93
Late Charges:	\$ 255.67
Court Costs (Clerk):	\$ 298.00
Iberia Parish Sheriff:	-0-
Attorney's Fees (to May 31, 2016):	\$ 2,687.50
 SUB-TOTAL	 \$144,762.57
<i>Less net recovery from sale of Collateral <-\$ 50,345.00></i>	
 TOTAL UNSECURED CLAIM:	 \$94,417.57

Owner ("we" or "us")
Stryker Flex Financial, a division of Stryker Sales Corporation
1801 Romance Road Parkway
Parsippany, NJ 07054

Short Term Lease Agreement No. 21-1312-2

Customer Name and Address ("you" or "your")
PROGRESSIVE ACUTE CARE DAUGHTERY, LLC dba Daughters Hospital
600 North Lewis Ave
New Iberia, LA 70563

Equipment Location: 600 North Lewis Ave, New Iberia, LA 70563
Supplier: Stryker Sales Corporation, 4100 E. Edinburg, Kalamazoo, MI 49001
EQUIPMENT DESCRIPTION (see attached Exhibit A which is a part of this Agreement)

# of Lease Payments	Payment Frequency	Lease Payment	PAYMENT PERIOD		Term of Agreement in Months	Equipment Purchase Option \$1 Buyout	
			Start	End			
36	Monthly	\$78,000.00	1/1/2021	12/31/2021	36		
			See "Lease" section below followed by "Security" section below				Total Payment
						\$780,000.00	

1. Lessor ("we") agrees to lease from us ("owner") the equipment (including software and/or software licenses ("software"), if any, ("equipment")) listed above on any attached schedule in accordance with the terms of this Agreement ("this Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months provided above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. Your obligations under this Agreement ("Obligations") are absolute, unconditional, and you are not subject to defenses, set-offs, counterclaims, or counterparty. If a Payment is not made when due, you will pay a late charge of \$25 for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$25.00 for any check that is returned. You shall pay a late charge of \$25 for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$25.00 for any check that is returned. You shall pay a late charge of \$25 for each Payment or \$10.00, whichever is greater. You agree that the Payments were calculated by us based, in part, on a value reported in the "Sales and Expense" section of Federal Reserve Statistical Release H-15, and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments after to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is (10) days after it is shipped to you by the Supplier and, on our request, you shall continue to use such equipment. No acceptance of any item of Equipment may be revoked by you.

2. This and Lease Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to, in whole or in part, claim or enforce any right of ownership or possession in the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment Use, Maintenance and Warranties Any Assignee (as defined below) in leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (1) no Assignee is responsible to provide the maintenance or service; (2) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty; and (3) any maintenance, warranty or service claim will not impair your Obligations. The Equipment cannot be moved from the location above without our prior written consent. STRYKER SALES CORPORATION DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not repair any express, implied or inherent warranty or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.

4. Assignment You agree not to transfer, sell, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change in your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (such as an Assignee), and such Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, counterclaims, defenses, or set-offs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Stryker Flex Financial".

5. Risk of Loss, Insurance and Reimbursement Expenses upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any theft loss or damage occurs you will meet entirely all of your Obligations. You will (1) keep the Equipment insured against all risks of loss or damage for an amount equal to the replacement cost; (2) that we or the insurance sole loss payee and give you written proof of the insurance; if you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you; you will obtain and maintain comprehensive public liability insurance naming us as an additional insured with a coverage and amount acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including such Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and within forty (40) days of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, expiration or expiration of this Agreement.

6. Taxes You agree to pay when due, either directly or as reimbursement to us, all taxes (sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-the-fact basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default and Remedies You are in default under this Agreement if (a) you fail to pay a Payment or any other amount when due or if you breach any other obligation under this Agreement or any other agreement with us or (b) your principal owner or any guarantor of this Agreement (i) dies; (ii) you or any successor becomes insolvent or ceases to do business as a going concern; becomes insolvent, bankrupt, reorganizes, or is sold; or (iii) you or any successor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may at our sole discretion (1) suspend payments for the full Term immediately due and payable by you you pay and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option ("ROPO") with future Payments and Rentals (estimated to the date of default at the lesser of (i) a per annum 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 replacement term equal to the remaining Term, all as reasonably determined by us or (ii) 9% per annum but only to the extent permitted by law) charge you interest on all amounts due at the rate of 18% per year from the date of default until paid and/or (c) require you to immediately return the Equipment to us or we may peacefully repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or expiration. If the Equipment is returned or repossessed we may sell or re-convert the Equipment at terms we determine, at our sole private or private sale, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of Term You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may purchase the Equipment, but not less than all, of the Equipment as indicated above or (b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value if you don't notify us, or if you don't purchase or (c) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software License ("License") is listed hereunder payable to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. In connection with our Software rights license you consent to required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three payments of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you heretofore but unpaid as of such date due \$1.00 (plus any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.



We warrant that you acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contest the supplier for a description of those rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (1) to waive any and all right and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, (2) that the Equipment will only be used for business purposes and not for personal, family or household use and (3) that a functional copy of this Agreement and each document associated with this Agreement may be treated as an original and will be admissible as legal evidence thereof. We may inspect the Equipment during the Term. No failure to not shall be deemed a waiver of any rights hereunder. If you fail to pay within thirty days of invoice date any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges hereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health programs such as Medicaid, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any statement hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, services and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request, from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including inter-divisional transactions) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Auditors. This Agreement, any schedules hereto, any amendments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any other orders, or conduct. You waive all rights to any interest, multiple payment or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-NEGOTIABLE AGREEMENT AND WAIVED TRIAL BY JURY.

I HEREBY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

[Redacted signature area]

Accepted by Stryker Mex Distributors division of Stryker Sales Corporation
 Signature: *Angie Bahberg*
 Print Name: Angie Bahberg
 Title: Transaction Coordinator

Exhibit "A" to Short Form, Lease Agreement Number 21-11312-2
Description of Equipment

Customer Name: PROGRESSIVE ACUTE CARE DENTISTRY, LLC dba Duetive Dental
 Billing Address: 600 North Lewis Ave, New Bern, LA 70565

Make / Model Number	Equipment / Service Description	Quantity
7205-000-000	SYSTEM 7 DUAL TRIGGER MOUNT	2
7206-000-000	SYSTEM 7 BROW SAW	2
7208-000-000	SYSTEM 7 SAC SAW	2
7209-000-000	SYSTEM 7 PRECISION SAW	2
7203-025-000	WIRE COLLET	2
7203-120-000	FIN COLLET	2
7203-225-000	LARCH COLLET	2
7215-000-000	SMARTLINE LARCH BATTERY	8
7102-120-000	RY 4PP INSERT TRAY AND CASE	2
7110-120-000	UNIVERSAL CHARGER	1
6203-110-000	AS SMALL ATTACHMENT	2
6203-115-000	HUDSON ATTACHMENT	2
6203-131-000	1M CHUCK WKEY	2
6203-135-000	HUDSON/MODIFIED TRINKLE ATTACH	2
6203-140-000	TRINKLE ATTACHMENT	2
6203-140-000	AS LARCH BRACKET ATTACHMENT	2
6203-145-000	DRIFTS QUICK LOCK	2
4403-000-000	COROLISS DRIVER 4	2
4403-000-000	SAPO 2 SAC SAW	2
4403-031-000	POWERBOND 1/4" CHUCK WITH KEY	2
4403-035-000	POWERBOND HUDSON MOD TRINKLE	2
4403-045-000	POWERBOND HUDSON	2
4100-000-000	Wire Collar	2
4100-120-000	Adjustable Pin Collar	2
4100-110-000	Synthes Drill	2
4100-121-000	1/4" Inch Drill with Jacobs Chuck	2
4100-131-000	Universal Jacobs Key	2
4100-133-000	3/32" Inch Drill with Jacobs Chuck	2
4100-135-000	Hudson/Modified Trinkle Drill	2
4100-140-000	Trinkle Drill	2
4100-010-000	AS LARCH BRACKET	2
4100-020-000	SYNTHES DRILL BRACKET	2
7212-000-000	SMARTLINE SMALL BATTERY	8
4403-120-000	MODIFIED INSERT TRAY CONTAINER	2

Total Equipment: \$ 173,629.33
 Total Up-Front Sales Tax: \$ 16,806.22
 Total Financed Amount: \$ 189,135.55

	Accepted By Stephen Alex Pimental, a Division of Strayer, Inc. Corvallis
	Signature: <i>Angela Cahillberg</i> Date: <i>1/8/21</i>
	Name: <i>Angela Cahillberg</i>
	Title: <i>Transaction Coordinator</i>

STRYKER FLEX FINANCIAL
1901 Romeo Road Parkway
Portage, MI 49002

ASSIGNMENT

This is to confirm that, for value received, Stryker Flex Financial, a division of Stryker Sales Corporation ("Assignor"), on March 23, 2016, sold, assigned, transferred and set over to TCF Equipment Finance, a division of TCF National Bank ("Assignee"), all of its right, title and interest in and to the following Lease Agreement ("Lease"):

<u>Lease</u>	<u>Short Term Lease Agreement #</u>
Progressive Acute Care Dentist dba Dentex Hospital	21-11312-2

Such assignment includes but is not limited to: (i) all payments due and to become due under the Lease, (ii) any and all guarantees originally given to Assignor in respect of the performance under the Lease, (iii) the Equipment, including Software, which are the subject of and described in the Lease, (iv) all proceeds of the foregoing, and (v) all rights and interest of Assignor, including the security interest granted by the Lessee to Assignor, as well as all obligations of the Lessee as outlined in the Lease. Items (i) through (v) are collectively referred to as the "Assets." Assignor's assignment of the foregoing Assets is without recourse and without representation or warranty of any kind.

Stryker Flex Financial

By: 

Title: Representative

Date: May 19, 2016

Stryker Flex Financial, a division of Stryker Sales Corporation
1901 Romance Road Parkway
Portage, MI 49002

Guaranty (Corporate)

To induce Stryker Flex Financial, a division of Stryker Sales Corporation ("Creditor"), from time to time to extend credit to or for the account of PROGRESSIVE ACUTE CARE DAULTERIVE, LLC dba Daulethe Hospital ("Customer") by way of lease, rental, loan, installment or conditional sale, fee per use or fee per implant contract or any other means, the undersigned hereby agrees as follows:

1. The undersigned hereby absolutely and unconditionally guarantees to Creditor the full and prompt payment and performance when due of each and every debt, liability and obligation of every type and description that Customer may now or in the future owe to Creditor whether absolute or contingent or primary or secondary (the "Obligations" and each an "Obligation"). In connection with this certain Short Form, Lease Agreement, #21-11312.2, by and between Stryker Flex Financial, a division of Stryker Sales Corporation, and Customer.
2. The undersigned hereby waives (i) notice of the acceptance hereof by Creditor and of the creation and existence of the Obligations and (ii) any and all defenses otherwise available to guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following, each of which Creditor may agree to without notice to or the consent of the undersigned: (a) any extension or renewal of any Obligation whether or not for longer than the original period, (b) any change in the terms of payment or other terms of any Obligation or any collateral therefor, or any exchange, release of, or failure to obtain any collateral therefor, (c) any waiver or forbearance granted to Customer or any other person liable with respect to any Obligation or any release of, compromise with, or failure to assert rights against Customer or any such other person, (d) the application or failure to apply in any particular manner any payments or credits on the Obligations, and (e) the creation of Obligations from time to time.
4. This Guaranty shall continue in force and be binding upon the undersigned whether or not all the Obligations are paid in full until this Guaranty is revoked prospectively as to future transactions by written notice from the undersigned actually received by Creditor. Such revocation shall not be effective as to Obligations existing or committed for at the time of actual receipt of such notice or as to any renewals, extensions and refinancings thereof.
5. Creditor shall not be required before exercising and enforcing its rights under this Guaranty first to resort for payment of any Obligation to Customer or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment from Customer or any other person obligated with respect to any Obligation or from any collateral for any Obligation until all Obligations have been paid in full.
6. The undersigned shall be and remain liable for any deficiency following foreclosure of any mortgage or security interest securing any Obligation whether or not the liability of Customer under such Obligation is discharged by such foreclosure.
7. If any payment applied to any Obligation is thereafter set aside, recovered, rescinded or required to be returned for any reason (including on account of a preference in the bankruptcy of Customer), the Obligation in which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such Obligation as fully as if such application had never been made.
8. The undersigned agrees to pay all costs, expenses and legal fees paid or incurred by Creditor in connection with enforcing any Obligation and this Guaranty. This Guaranty and all related controversy shall in all respects be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to Michigan choice of law principles. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER UNDER OR IN CONNECTION WITH THE GUARANTY.
9. Creditor may, without notice to or the consent of the undersigned, assign this Guaranty as it relates to an Obligation to a party who purchases all or part of the Obligations (hereinafter referred to individually as an "Assignee" and collectively as "Assignees"). An Assignee shall have the right to enforce this Guaranty against the undersigned solely as it relates to the Obligation it purchased, and such enforcement may be brought separately and apart from actions by Creditor and/or other Assignees.
10. The undersigned agrees that it shall, upon a request from Creditor, promptly provide to Creditor a copy of the undersigned's most recent annual financial statements and any other financial information of the undersigned (including interim financial statements) that Creditor may request. The undersigned authorizes Creditor to share such information with Creditor's affiliates, subsidiaries, and Assignees.
11. This Guaranty shall be binding upon the successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Creditor.
12. If the undersigned is a partnership, corporation, limited liability company or other legal entity, the undersigned represents, warrants and agrees that the execution, delivery and performance of this Guaranty has been duly authorized by all necessary action on the part of the undersigned and will not violate any provision of the undersigned's governing documents; and the person signing this Guaranty on behalf of the undersigned is duly authorized.

1/21/2015

Dated as of: _____

Principal place of business:

2210 7th St.

Mandeville, LA 70471

By: Wayne Thompson, CFO
Signature

Wayne Thompson
Name (Please print or type)

CFO
Title

985-624-7401

Phone:

Agreement No: 21-11312.2

