

David H. Leigh (WSBA NO. 40031)
 RAY QUINNEY & NEBEKER P.C.
 36 South State Street, Suite 1400
 P.O. Box 45385
 Salt Lake City, UT 84145-0385
 Telephone: (801) 532-1500
 Facsimile: (801) 532-7543
 Email: dleigh@rqn.com

Honorable Whitman L. Holt
 Chapter 11

*Attorneys for Med One Capital Funding,
 LLC*

UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF WASHINGTON (SPOKANE/YAKIMA)

IN RE:

ASTRIA HEALTH, *et al.*,

Debtors and Debtors in
 Possession.

CASE NO. 19-01189-11
 (JOINTLY ADMINISTERED)

**MED ONE CAPITAL FUNDING, LLC'S
 LIMITED OBJECTION TO DEBTORS'
 NOTICE AND OMNIBUS MOTION FOR
 ORDER AUTHORIZING REJECTION,
 PURSUANT TO 11 U.S.C. § 365(A), OF
 CERTAIN EXECUTORY CONTRACTS
 AND UNEXPIRED LEASES, *NUNC PRO
 TUNC* TO JANUARY 15, 2020;
 DECLARATION OF JOHN M.
 GALLAGHER IN SUPPORT THEREOF
 [Doc. No. 1019]**

HEARING

Date/Time: March 18, 2020, at 11:00 a.m.

Location: U.S. Bankruptcy Court, 402 E.
 Yakima Avenue, Second Floor
 Courtroom, Yakima, WA.

Telephone Conference: (877) 402-9757;
 Access Code: 7036041#

LIMITED OBJECTION TO
 OMNIBUS MOTION TO
 REJECT CONTRACTS AND
 LEASES

RAY QUINNEY & NEBEKER P.C.
 P.O. BOX 45385



1901189200221000000000006

1 Med One Capital Funding, LLC ("Med One"), through counsel, hereby
2 respectfully submits this *Limited Objection and Reservation of Rights* relating to
3 the *Debtors' Notice and Omnibus Motion for Order Authorizing Rejection,*
4 *Pursuant to 11 U.S.C. § 365(A), of Certain Executory Contracts and Unexpired*
5 *Leases of Real Property, Nunc Pro Tunc to January 15, 2010; Declaration of John*
6 *M. Gallagher in Support Thereof* [Docket No. 1019] (the "Omnibus Rejection
7 Motion"), and states as follows:

8 1. In the Omnibus Rejection Motion, the Debtors seek, among other
9 relief, the entry of an Order authorizing the rejection of certain executory contracts
10 (collectively, the "Contracts") and unexpired lease agreements (collectively, the
11 "Lease Agreement") relating to Astria Health ("Astria") and SHC Medical Center
12 – Yakima ("SCH"), both doing business as Astria Regional Medical Center (the
13 "Medical Center"), and which are identified on Exhibit A¹ to the Omnibus
14 Rejection Motion, effective *nunc pro tunc* to January 15, 2020, or alternatively to
15 February 5, 2020, the date on which the Omnibus Rejection Motion was filed.²

16 2. Med One is a counterparty to a certain lease agreement identified on
17 page 95 of Exhibit A to the Omnibus Rejection Motion involving certain medical
18 equipment (the "Med One Equipment") more fully described in the lease and
19 related documents attached hereto as Exhibit A and incorporated herein by this
20 reference (the "Med One Agreement").

21 3. While Med One does not object to the Debtors' rejection of the Med
22 One Agreement *per se*, it does object to a rejection date for the Med One
23 Agreement that is (i) *nunc pro tunc* to January 15, 2020, or (ii) February 5, 2020,
24 the date on which the Omnibus Rejection Motion was filed, because Med One has
25

26 ¹ Exhibit A attached to the Rejection Motion is titled "Exhibit 1".

² Omnibus Rejection Motion, pp. 2-3.

1 not been yet been granted access to or possession of the Med One Equipment.
2 Med One submits that it would not be equitable to allow *nunc pro tunc* rejection
3 when Med One has not been able to use or benefit from the Med One Equipment
4 since the commencement of these cases.³ Accordingly, Med One submits that the
5 effective date of any rejection of the Med One Agreement should, at the earliest, be
6 the date on which any Order granting the Omnibus Rejection Motion and
7 authorizing the Debtors' rejection of the Med One Agreement is entered by the
8 Court.

9 4. In addition, Med One objects to the Omnibus Rejection Motion
10 because it does not provide any proposed deadline for counterparties to file proofs
11 of claim based on damages stemming from the Debtors' rejection of the Contracts
12 and Lease Agreements. Med One requests that any Order granting the Omnibus
13 Rejection Motion and authorizing the rejection of the Med One Agreement
14 expressly provide Med One with *a minimum* of at least thirty (30) days in which to
15 file a proof of claim against any of the Debtors obligated to Med One relating to
16 the Med One Agreement.

17 5. Finally Med One requests that any Order granting the Omnibus
18 Rejection Motion contain the following language relating to Med One and the Med
19 One Agreement:

20 Notwithstanding the automatic stay imposed by 11 U.S.C. §
21 362(a), Med One shall be, and hereby is, entitled to remove the
22 Med One Equipment from the Debtors' premises where the Med
One Equipment is located within thirty (30) days from the date of

23 ³ See e.g., *In re Chi-Chi's, Inc., et al.*, 305 B.R. 396, 399 (Bankr. Del. 2004). While *Chi-Chi's, Inc.* dealt
24 with retroactive rejection issues relating to a real property lease agreement, Med One submits that the
25 analysis of the equitable considerations involved in determining whether retroactive rejection is
26 appropriate are the same with regard to personal property as well, and that such relief should not be
granted where the debtor has retained possession of, and the lessor has as of a consequence been denied
the use and benefit of, the leased property during the retroactive period.

1 the entry of this Order (the "Removal Deadline"), subject to further
2 extensions as the parties may agree upon, and the automatic stay
3 shall be, and hereby is, modified and/or terminated accordingly.
4 The Debtors and Med One shall work in good faith to coordinate
5 the removal of the Med One Equipment by the Removal Deadline.
6 Upon the entry of this Order, the Med One Equipment shall be, and
7 hereby is, deemed abandoned by the Debtors to Med One, free and
8 clear of all liens, claims, encumbrances and rights of the Debtors
9 and any third parties and Med One shall be, and hereby is,
10 authorized to dispose of the Med One Equipment without further
11 notice or any liability to the Debtors or any third parties and
12 without waiving any claims against the Debtors. Notwithstanding
13 any provision in this Order to the contrary, the Debtors shall no
14 longer use the Med One Equipment, including, but not limited to,
15 any software or other intellectual property associated with the Med
16 One Equipment. Nothing contained in this Order shall be deemed
17 as a waiver by or bar against Med One of the right to seek the
18 allowance of an administrative priority claim against the Debtors,
19 or any of them, relating to the use by the Debtors, or any of them,
20 of the Med One Equipment following the petition date through the
21 date of the Debtors' rejection of the Med One Agreement, or as
22 otherwise allowed by law.

23 RESERVATION OF RIGHTS

24 Med One respectfully reserves the right (i) to supplement this Limited
25 Objection at any time prior to or at the scheduled hearing on the Omnibus
26 Rejection Motion, and (ii) to join in any response or objection filed by any other
third party either prior to or at the scheduled hearing on the Rejection Motion.

DATED this 21st day of February, 2020.

RAY QUINNEY & NEBEKER P.C.

/s/ David H. Leigh

David H. Leigh
*Attorneys for Med One Capital
Funding, LLC*

LIMITED OBJECTION TO
OMNIBUS MOTION TO
REJECT CONTRACTS AND
LEASES

- 4 -

RAY QUINNEY & NEBEKER P.C.
P.O. BOX 45385
Salt Lake City, UT 84145-0385
Telephone: (801) 532-1500

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of February, 2020, I electronically filed the foregoing with the Clerk of the Court the CM/ECF System, which served notice and/or a copy of the foregoing on all electronic filing users in this case. I hereby further certify that on the same date I served a true and correct copy of the foregoing upon the following in the manner indicated below:

By U.S. Mail

U.S. TRUSTEE
UNITED STATES TRUSTEE
US COURT HOUSE
920 W. RIVERSIDE AVE STE 593
SPOKANE WA 99201

By U.S. Mail and Email

GARY W. DYER
US TRUSTEE'S OFFICE
920 W. RIVERSIDE AVE STE 593
SPOKANE WA 99201
Gary.W.Dyer@usdoj.gov

By U.S. Mail and Email

SAM J. ALBERTS
DENTONS US LLP
1900 K ST NW
WASHINGTON DC 20006
sam.alberts@dentons.com

By U.S. Mail and Email

SAMUEL R. MAIZEL
DENTONS US LLP
601 S FIGUEROA ST STE 2500
LOS ANGELES CA 90017
samuel.maizel@dentons.com

By U.S. Mail and Email

WILLIAM W. KANNEL
IAN A. HAMMEL
TIMOTHY J. MCKEON
MINTZ LEVIN COHN FERRIS
ONE FINANCIAL CENTER
BOSTON MA 02111
wkannel@mintz.com
iahammel@mintz.com
tjmckeon@mintz.com

By Email

TERI STRATTON
PIPER JAFFRAY & CO.
Teri.l.stratton@pjc.com

LIMITED OBJECTION TO
OMNIBUS MOTION TO
REJECT CONTRACTS AND
LEASES

- 5 -

RAY QUINNEY & NEBEKER P.C.
P.O. BOX 45385
Salt Lake City, UT 84145-0385
Telephone: (801) 532-1500

By U.S. Mail and Email

ROBERT HIRSH
JORDANA RENERT
JMB CAPITAL PARTNERS LENDING LLC
ARENT FOX, LLP
1301 AVENUE OF THE AMERICAS,
NEW YORK, NY 10019
Robert.hirsh@arentfox.com
Jordana.renert@arentfox.com

By U.S. Mail and Email

ANDREW SHERMAN
BORIS MANKOVETSKIY
OFFICIAL COMMITTEE OF UNSECURED
CREDITORS
SILLS CUMMIS & GROSS P.C.
ONE RIVERFRONT PLAZA
NEWARK, NJ 07102
asherman@sillscummis.com
bmankovetskiy@sillscummis.com

By U.S. Mail and Email

MICHAEL D. SIROTA
RYAN JARECK
LAPIS ADVISORS, LP
COLE SCHOTZ P.C.
1325 AVENUE OF THE AMERICAS, 19TH
FLOOR
NEW YORK, NY 10019-0679
msirota@coleschotz.com
rjareck@coleschotz.com

/s/ Suzanne Williams

LIMITED OBJECTION TO
OMNIBUS MOTION TO
REJECT CONTRACTS AND
LEASES

- 6 -

RAY QUINNEY & NEBEKER P.C.
P.O. BOX 45385
Salt Lake City, UT 84145-0385
Telephone: (801) 532-1500

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

- 7 -

19-01189-WLH11 Doc 1052 Filed 02/21/20 Entered 02/21/20 15:15:49 Pg 7 of 23

MASTER AGREEMENT No. 2110048249

Owner: Flex Financial, a division of Stryker Sales Corporation 1901 Romance Road Parkway Portage, MI 49002	Customer: SHC Medical Center- Yakima 110 S 9TH AVE YAKIMA, Washington 98902-3315
--	--

1. **Master agreement.** The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

2. **Risk of loss.** Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

3. **Payments/fees.** All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$65 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate.

4. **Equipment.** Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

5. **Obligations absolute.** Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

6. **Use/assignment/disclaimers.** All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales Corporation". Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales Corporation (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. **AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION, ITS DIVISION) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

MASTER AGREEMENT No. 2110048249

7. Insurance/Indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC Filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopy or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

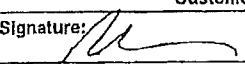
12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any

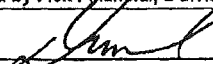
MASTER AGREEMENT No. 2110048249

such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "Default Interest Rate"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder; with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. **Miscellaneous.** All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, 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. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature: 	Date: 10-10-18
Print name: Richard Robinson	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: 	Date: 10/17/18
Print name: Devon Ivy	
Title: Controller	

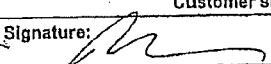
**EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO. 2110048249
(Equipment Rental Schedule)**

Owner: Flex Financial, a division of Stryker Sales Corporation 1901 Romance Road Parkway Portage, MI 49002		Customer: SHC Medical Center- Yakima 110 S 9TH AVE YAKIMA, Washington 98902-3315	
Supplier: Stryker Sales Corporation 6900 Optical Court San Jose, CA 95138			
Equipment description: see part I on attached Exhibit A (and/or as described in Invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")			
Equipment location: 110 S 9TH AVE, YAKIMA, Washington 98902-3315			
Schedule of periodic rent payments:			
44 Monthly payments of \$27,729.11 (First payment due 30 days after Agreement is commenced). (Plus Applicable Sales/Use Tax)			
Term in months: 44		Minimum monthly uses: n/a	
		Fee per use: n/a	
TERMS AND CONDITIONS			
<p>1. Rental agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and Irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.</p>			
<p>2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the Initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.</p>			

stryker

3. Miscellaneous. If Customer fails 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 Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its 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 Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature	
Signature: 	Date: 10-10-18
Print name: Richard Libinsson	
Title: CEO	

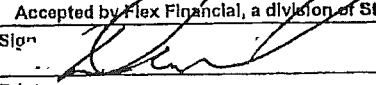
Accepted by Flex Financial, a division of Stryker Sales Corp.	
Sign: 	Date: 10/17/18
Print name:	
Title: Devon Ivy Controller	

Exhibit A to Rental Schedule 001 to Master Agreement No. 2110048249
Description of equipment

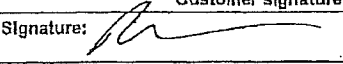
Customer name: SHC Medical Center- Yakima
Delivery address: 110 S 9TH AVE, YAKIMA, Washington 98902-3315

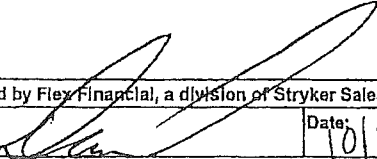
Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
1588878096P	1588 AIM CAMERA CONTROL UNIT WITH L10 AIM LIGHT SOURCE	4
240031010	PKG,SYNK WIRELESS TRANSMITTER	5
240031000	PKG,VISIONPRO SYNK 26" WIRELESS LED DISPLAY	4
620050001	PNEUMOCLEAR CO2 CONDITIONING INSUFFLATOR KIT	7
PC9001K	VIDEO PROCESSOR/ILLUMINATOR (VPI)	3
HH1001	SPY-PHI ARTICULATING ARM,MAIN ARM	2
HH1002	SPY-PHI ARTICULATING ARM, TABLE CLAMP	2
HH9030K	SPY-PHI HANDHELD IMAGER	3
1588310130	1588 PENDULUM CAMERA HEAD WITH INTEGRATED COUPLE	5
233050199	KIT,SAFELIGHT FIBER OPTIC CABLE CLEAR	15
502537010	AIM HD LAPAROSCOPE,AUTOCLAVABLE5.4MM X 0 30CM	4
502537030	AIM HD LAPAROSCOPE,AUTOCLAVABLE5.4MM X 30 30CM	4
PC9002	PINPOINT S1 CAMERA HEAD	4
PC9004	PINPOINT LIGHT CABLE	4
240031050	PKG,32" 4K SURGICAL DISPLAY	4
240095200	PKG.,STRYKERVISION MOUNT	4
1588610122	PKG,1588 AIM CAMERA HEAD WITH INTEGRATED COUPLER	10
240060905	SDC3 BASE W/ DEVICE CONTROL AND DICOM KIT	1
240060924	SDC3 BASE W/ DEVICE CONTROL,DICOMAND SDP1000 PRINTER	6
502937010	AIM HD LAPAROSCOPE,AUTOCLAVABLE10MM X 0 33CM	6
502937030	AIM HD LAPAROSCOPE,AUTOCLAVABLE10MM X 30 33CM	2

Total equipment:

Total financed amount:

Customer signature	
Signature: 	Date: 10-10-18
Print name: Richard Robinson	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: 	Date: 10/17/18
Print name: Devon Ivy	
Title: Controller	



PURCHASE ORDER
MED ONE CAPITAL FUNDING, LLC

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248.5882

fax (800) 468.5528

www.medonecapital.com

SUPPLIER

Stryker Endoscopy
5900 Optical Court
San Jose, CA 95138

SHIP TO

SHC Medical Center - Yakima dba. Astria
Regional Medical Center

110 S. 9th Avenue
Yakima, WA 98902-3315
CustomerPO: 030-2771-LEASE

PURCHASE ORDER No.

000026448A

DATE

10/16/2018

TAX EXEMPT No.

099469467

PRODUCTS BEING ORDERED

Quantity Equipment Description

Unit Price

Price

See Attached Schedule A

Notes:

All invoices must reflect this Purchase Order Number, the delivery
date of the products and complete serial numbers on all products.

Invoices must indicate that the products are being sold to:

MED ONE CAPITAL FUNDING, LLC

Suppliers invoice referring to this Purchase Order Number

constitutes acceptance of all terms set forth herein.

Total Cost

Transportation

\$0.00

Sales Tax

\$0.00

GRAND TOTAL

Med One Capital Funding ("Buyer") hereby orders from you ("Supplier") the products described above and agrees to
pay the purchase price set forth herein ("Net Total Payable"), subject to the following TERMS AND CONDITIONS:

1. This Purchase Order is expressly limited to the terms and conditions herein, is intended to be a complete and exclusive statement of the agreement between Buyer and Supplier concerning the products described above, and may not be modified in any respect without the prior written approval of Buyer.
2. Buyer shall have no liability hereunder unless and until: (a) Supplier has delivered all of the products listed herein to Lessee at the address indicated above; (b) Lessee shall have accepted all such products for all purposes contemplated by the agreement between Buyer and Lessee; and (c) Buyer shall have received a written statement from Lessee acknowledging receipt of all of the products in good condition and repair and satisfactory for Lessee's purposes, which statement shall be in a form that is acceptable to Buyer.
3. Supplier shall bear all risk of loss and/or damage to the products covered by this Purchase Order until such products are physically delivered to the Lessee at the address indicated above and are accepted by the Lessee in writing as specified in Section 2 above.
4. Supplier warrants that it has full legal title to all of the products covered by this Purchase Order free from any liens or encumbrances, that all of the products ordered herein shall be fit and sufficient for the purpose intended, and that the fair market value of the products is equivalent to the prices listed above. All warranties shall inure to the benefit of and be enforceable by both Buyer and Lessee, either jointly or separately.
5. This Purchase Order shall be construed in accordance with, and the rights of the parties under this purchase order shall be governed by, the laws of the State of Utah.

AUTHORIZED SIGNATURE

Bryce S. Ray

SVP/CHIEF CREDIT OFFICER

10712 SOUTH 1300 EAST
SANDY, UT 84094
801-619-6715

CMS008482

Copyright 2006 Med One Capital Funding, LLC

Prepared by: Elisha Brown

SCHEDULE A

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248.5882

fax (800) 468.5528

This Schedule A is attached to and forms a part of the Purchase Order #000026448A

Between: Customer: SHC Medical Center - Yakima dba. Astria Regional
Medical Center

Dated: 10/16/2018

Supplier: Stryker Endoscopy

Owner: Med One Capital Funding, LLC

EQUIPMENT

Quantity	Equipment Description	Unit Price	Total Price
4	1588878096P - 1588 Aim Camera Control Unit With L10 AIM Light SO -		
5	240031010 - PKGSYNK Wireless Transmitter -		
4	240031000 - PKG Vision Pro SYNK 26" Wireless LED Display -		
7	0620-050-001 - Pneumoclear CO2 Conditioning Insufflator Kit -		
3	PC9001K - Video Processor/Illuminator (VPI) -		
2	HH1001 - Spy-Phi Articulating Arm Main Arm -		
2	HH1002 - Spy-Phi Articulating Arm Table Clamp -		
3	HH9030K - Spy-Phi Handheld Imager -		
5	1588-310-130 - 1588 Pendulum Camera Head with Integrated Coupler -		
15	233050199 - Kit Safelight Fiber Optic Cable Clear 5 MM x 10 FT 3.05M and Esst Scope Adapter -		
4	502537010 - AIM HD Laparoscope Autoclavable 5.4MM x 0' x 30CM -		
4	502537030 - AIM HD Laparoscope Autoclavable 5.4MM x 30 1/2 30CM -		
4	PC9002 - Pinpoint S1 Camera Head -		
4	PC9004 - Pinpoint Light Cable -		
4	240031050 - PKG32" 4K Surgical Display -		
4	240095200 - PKG.Stryker Vision Mount -		
10	1588210122 - 1588 AIM Camera Head and AIM Coupler Kit -		
1	240-060-905 - SDC3 Base with Device Control and Dicom Kit -		
6	0240-060-924 - SDC3 BASE w/Device Control, Dicom and SDP1000 Printer Kit -		
6	502937010 - AIM HD Laparoscope Autoclavable 5.4MM x 0' x 33CM -		
2	502937030 - AIM HD Laparoscope Autoclavable 5.4MM x 30' x 33CM -		



PURCHASE ORDER
MED ONE CAPITAL FUNDING, LLC

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248.5882

fax (800) 468.5528

www.medonecapital.com

SUPPLIER

Stryker Sale Corp
1901 Romence Road Parkway
Portage, MI 49002

SHIP TO

SHC Medical Center - Yakima dba. Astria
Regional Medical Center

110 S. 9th Avenue
Yakima, WA 98902-3315
CustomerPO: 030-2771-LEASE

PURCHASE ORDER No.

000026448B

DATE

10/31/2018

TAX EXEMPT No.

87-0502004

PRODUCTS BEING ORDERED

Quantity	Equipment Description	Unit Price	Price
1	Vendor Fee	\$7,913.45	

Notes:

All invoices must reflect this Purchase Order Number, the delivery date of the products and complete serial numbers on all products.

Invoices must indicate that the products are being sold to:

MED ONE CAPITAL FUNDING, LLC

Suppliers invoice referring to this Purchase Order Number constitutes acceptance of all terms set forth herein.

Total Cost

Transportation

Sales Tax

GRAND TOTAL

Med One Capital Funding ("Buyer") hereby orders from you ("Supplier") the products described above and agrees to pay the purchase price set forth herein ("Net Total Payable"), subject to the following TERMS AND CONDITIONS:

1. This Purchase Order is expressly limited to the terms and conditions herein, is intended to be a complete and exclusive statement of the agreement between Buyer and Supplier concerning the products described above, and may not be modified in any respect without the prior written approval of Buyer.
2. Buyer shall have no liability hereunder unless and until: (a) Supplier has delivered all of the products listed herein to Lessee at the address indicated above; (b) Lessee shall have accepted all such products for all purposes contemplated by the agreement between Buyer and Lessee; and (c) Buyer shall have received a written statement from Lessee acknowledging receipt of all of the products in good condition and repair and satisfactory for Lessee's purposes, which statement shall be in a form that is acceptable to Buyer.
3. Supplier shall bear all risk of loss and/or damage to the products covered by this Purchase Order until such products are physically delivered to the Lessee at the address indicated above and are accepted by the Lessee in writing as specified in Section 2 above.
4. Supplier warrants that it has full legal title to all of the products covered by this Purchase Order free from any liens or encumbrances, that all of the products ordered herein shall be fit and sufficient for the purpose intended, and that the fair market value of the products is equivalent to the prices listed above. All warranties shall inure to the benefit of and be enforceable by both Buyer and Lessee, either jointly or separately.
5. This Purchase Order shall be construed in accordance with, and the rights of the parties under this purchase order shall be governed by, the laws of the State of Utah.

AUTHORIZED SIGNATURE

Bryce Ray

CMS008482

Copyright 2006 Med One Capital Funding, LLC

Prepared by: Elisha Brown

Bryce Ray Chief Credit Officer Med One Capital Funding, LLC

Flex Financial, a division of Stryker Sales Corporation

1901 Romance Road Parkway
Portage, MI 49002

stryker

Guaranty (Corporate)

To induce Flex Financial, a division of Stryker Sales Corporation ("Creditor"), from time to time to extend credit to or for the account of SHC Medical Center-Yakima, ("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 Master Agreement #2110048249, by and between 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 to 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.

Dated as of: October 10, 2018

Principal place of business:

Astria Health

By:

X

[Signature]

Signature

Richard Robinson

Name (Please print or type)

CEO

Title

110 S 9th Ave

Yakima, Wa 98902

stryker

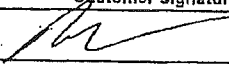
**ADDENDUM TO EQUIPMENT SCHEDULE NO. 001 AND 002 TO MASTER AGREEMENT
NO. 2110048249 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES
CORPORATION AND SHC MEDICAL CENTER- YAKIMA**

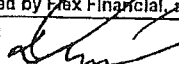
This Addendum is hereby made a part of the schedule described above (the "Schedule"). In the event of a conflict between the provisions of this Addendum and the provisions of the Schedule, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The following provisions hereby replace in their entirety all the provisions of section 2 of the Schedule:

"Customer will give Owner at least 90 days but not more than 180 days written notice (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to purchase or return the Equipment as provided below. If you elect to return the Equipment, you shall: return all of the Equipment in good working condition at your cost how, when and where we direct. Notwithstanding anything to the contrary contained in this Agreement, and as an alternative to returning the Equipment, Customer shall have the option ("Purchase Option") to purchase the Equipment at the end of the initial or any renewal Term, provided that: (a) Customer is not in default under this Agreement, this Agreement has not been previously terminated, and Customer pays, when due, all amounts owed by Customer hereunder; (b) Customer provides Owner with written notice of Customer's intent to exercise the Purchase Option not less than 90 days but not more than 180 days prior to the end of the Term; and (c) prior to the end of the Term, Customer pays to Owner, in addition to all other amounts owed hereunder, an amount equal to the Equipment's "Fair Market Value", plus all applicable taxes. Upon payment and fulfillment of all of the foregoing purchase conditions, at the end of the Term, title to the Equipment shall, without any further action on Owner's part, pass to Customer on an 'AS-IS-WHERE-IS' basis without representation or warranty of any kind from Owner and this Agreement shall terminate. "Fair Market Value" will be determined by Owner based on the Equipment's in place value. If Customer doesn't notify Owner, or Customer does not pay us all amounts due Owner as stated above, 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 Customer and Customer returns the Equipment to Owner, such title shall automatically, and without further action, hereby vest in Owner, and Customer hereby agrees to relinquish any subsequent Software title, purchase or use right claim. If, in connection with Owner's Software rights, licensor's consent is required, Customer will assist Owner in obtaining such consent."

Customer signature	
Signature: 	Date: 10-20-18
Print name: Richard Robinson	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: 	Date: 10/17/18
Print name: Devon Ivy	
Title: Controller	

**FLEX FINANCIAL ASSIGNMENT
(MED ONE)**

Assignment made as of October 24, 2018, by and between FLEX FINANCIAL, a division of Stryker Sales Corporation ("Stryker") and MED ONE CAPITAL FUNDING LLC ("PURCHASER").

1. **Assignment.** Stryker sells, assigns and sets over to PURCHASER, (effective at the time Stryker actually receives immediately available funds comprising the "Purchase Price," and final payment of any check or other item used for payment thereof, herein "Purchase Price Payment"), without recourse (except as to the representations, warranties and covenants contained herein) all of its right, title and interest in, to and under: Equipment Schedule No. 001 to Master Agreement No. 2110048249 between Stryker and SHC Medical Center – Yakima ("Customer"), and all payments thereunder; all equipment and other goods and software described therein (collectively the "Equipment"); and any addendums thereto or other documents referenced therein and all supporting obligations therefore (collectively the "Lease") for a purchase price equal to: (the "Purchase Price") which shall be paid by PURCHASER to Stryker promptly after PURCHASER receives copies (by facsimile or electronically) of all documents constituting the Lease in form satisfactory to PURCHASER and PURCHASER executes this Assignment (which execution is in the sole discretion of PURCHASER). Upon Purchase Price Payment, this Assignment shall become effective and Stryker shall, within sixty (60) days thereafter, deliver to PURCHASER the originals of all documents constituting the Lease and immediately turn over to Purchaser any security deposit of Customer thereunder.

2. **Assumption.** PURCHASER hereby accepts the assignment of the Lease and assumes the duties of Stryker solely as lessor/owner under the Lease, provided that PURCHASER does not assume any of the obligations of Stryker as the supplier, manufacturer or service provider of the Equipment.

3. **Representations of Stryker.** Stryker represents, warrants and covenants to PURCHASER, its successors and assigns, as of the date hereof (and as to the matters described in sub-section 3 (i) below, for any period of time prior to Customer's acceptance of the Equipment), that:

(a) Stryker is a duly organized and validly existing corporation under the laws of the state of Michigan and has full power to enter into this Assignment and to carry out the transactions contemplated hereby;

(b) the execution and delivery of this Assignment and the performance by Stryker of the transactions contemplated hereby have been duly authorized by all necessary corporate action;

(c) this Assignment constitutes a legal, valid and binding obligation of Stryker enforceable in accordance with its terms;

(d) neither the execution of this Assignment nor the consummation of the transactions contemplated hereby will constitute (i) a violation or default of any statute, rule, or decree of any court, administrative agency or governmental body to which Stryker is or may be subject (including without limitation Federal or state anti-kickback laws), or (ii) a material default with respect to any indenture, loan agreement or other agreement to which Stryker is bound;

(e) the Lease and all related documents to which Stryker is a party or by which it is bound are genuine, legal, valid, and binding obligations of Stryker, enforceable in accordance with their terms;

(f) in all documents where Stryker is responsible for obtaining the signature of the Customer and any guarantor, the signature of the named Customer and any guarantor is genuine, the individual signing on behalf of Customer or any entity guarantor holds the office set forth below his/her signature and is authorized to execute such documents on behalf of Customer or such guarantor;

(g) Except as disclosed in writing by Stryker to PURCHASER prior to Purchase Price Payment, Stryker has not received any rent or other monies from Customer in respect of the Lease (other than any required down payment or other prior payments for the Lease disclosed by Stryker and accounted for in the Purchase Price); the payment amount and payment due dates set forth in the Lease delivered to Purchaser are true and correct statements of the amounts owing under the Lease, to Stryker's knowledge, such payments are not subject to any offset, defense, or counterclaim; and Stryker will immediately remit any funds owed to PURCHASER which it may receive or has received;

(h) Upon Purchase Price Payment, PURCHASER will have good title to the Lease and the Equipment subject to the Lease free and clear of any liens, claims, security interests and encumbrances created by or through Stryker except for the interest of Customer under the Lease;

(i) the Equipment will be: new equipment unless disclosed to PURCHASER in connection with the credit submittal for the Lease, delivered to and will be accepted by Customer not later than ten (10) days after shipment of the Equipment to Customer from the vendor/supplier which shipment will occur within 5 days after Purchase Price Payment unless Purchaser has agreed to a longer period; properly installed (in the customary manner) at the location indicated in the Lease; and, upon installation, in good working order, condition and repair, conforming to specifications;

(j) to the extent any financial or other information regarding Customer has been provided by Stryker to PURCHASER, Stryker makes no representations or warranties to PURCHASER regarding the accuracy or truth of such financial or other information except only that Stryker has no knowledge that such information is not accurate;

(k) all sales, use, or property taxes applicable to the Equipment or the Lease assessed or imposed prior to the time of Purchase Price Payment, will have been paid or will be timely remitted by Stryker to the appropriate taxing authority and Stryker will on request provide PURCHASER with proof of such payment as promptly as possible;

(l) there are no suits or proceedings pending or, to the knowledge of Stryker, threatened in any court or before any regulatory commission, or other administrative or governmental agency against or affecting Stryker which could materially impair Stryker's ability to perform its obligations hereunder or in connection with the Lease;

(m) Stryker has delivered to PURCHASER, if Customer claims to be a tax-exempt person or entity, a copy of the certificate verifying such tax exempt status as to the Equipment;

(n) Stryker has no knowledge of any fact or circumstance which would impair the validity of, or constitute a default by Customer under, the Lease, nor has Stryker or, to Stryker's knowledge, any third party committed any fraudulent act with respect to the Lease;

(o) The Lease documents delivered to Purchaser with this Assignment constitute the entire agreement regarding the Lease transaction and there are no other agreements between Stryker and Customer which would impair or hinder PURCHASER'S rights under the Lease; and

(p) Stryker has delivered to Purchaser the executed original of the Lease and Stryker has no other executed originals of the Lease in its possession (except that any certified copy of a master agreement represents a true and correct copy of such master agreement).

4. **Representations of PURCHASER.** PURCHASER hereby represents, warrants and covenants to Stryker, its successors and assigns, as of the date this Assignment is executed by PURCHASER, that:

(a) PURCHASER is a duly organized and validly existing Limited Liability Company and has full power to enter into this Assignment and to carry out the transactions contemplated hereby;

(b) the execution and delivery of this Assignment and the performance by PURCHASER of the transactions contemplated hereby have been duly authorized by all necessary company action;

(c) this Assignment constitutes a legal, valid and binding obligation of PURCHASER enforceable in accordance with its terms;

(d) neither the execution of this Assignment nor the consummation of the transactions contemplated hereby will constitute (i) a violation or default of any statute, rule, or decree of any court, administrative agency or governmental body to which PURCHASER is or may be subject (including without limitation Federal or state anti-kickback laws), or (ii) a material default with respect to any indenture, loan agreement or other agreement to which PURCHASER is bound;

(e) all documents relating to the Lease to which PURCHASER is a party or by which it is bound are genuine, legal, valid and binding obligations of PURCHASER, enforceable in accordance with their terms;

(f) there are no suits or proceedings pending or, to the knowledge of PURCHASER, threatened in any court or before any regulatory commission, or other administrative or governmental agency against or affecting PURCHASER which could materially impair the ability of PURCHASER to perform its obligations hereunder or in connection with any Lease; and

(g) PURCHASER has reviewed the Lease prior to entering into this Assignment and agrees Stryker will have no liability to PURCHASER regarding the enforceability of the Lease (except for the specific representations, warranties, covenants, agreements and indemnities made by Stryker in this Assignment).

5. **UCC Financing Statements.** PURCHASER agrees that; (i) Stryker has no obligation to perfect any security interest granted to Stryker in the Lease and PURCHASER shall be responsible to determine Customer's name for purposes of filing UCC Financing Statements and file all necessary UCC Financing Statements naming Customer as "Debtor," which financing statements shall name PURCHASER or its assigns as "Secured Party" and may name Stryker as the "Assignor Secured Party;" and (ii) PURCHASER (and its assigns) will not, without the prior written consent of Stryker, file any UCC Financing Statement designating Stryker as the "Debtor" with respect to the Lease. If the Equipment has been delivered prior to the date of this Assignment, Stryker will notify PURCHASER of such fact in connection with this Assignment.

6. **Stryker and PURCHASER Obligations.** For the benefit of PURCHASER and its successors and assigns and with respect to the applicable Equipment, Stryker will, during the term of the Lease: (i) honor any service or other agreements made and express warranties given by Stryker or its agents to Customer in connection with the Lease and/or the Equipment; and (ii) not modify any such agreements in any way that would alter, impair or damage in any material respect the rights of PURCHASER under such agreements and warranties. Stryker will not and will not permit any of its other assignees: (i) to enter any amendment, agreement or other modification to a master lease which changes the terms of the Lease schedule assigned to Purchaser; (ii) to declare a default or accelerate amounts owing under the Lease; or (iii) to assert any rights in the Equipment based on any cross-collateral provision contained in a master lease or in any other lease originated by Stryker. Following the return, repossession, resale or re-leasing of any Equipment, Stryker's product warranties applicable to such Equipment on the date of return, repossession, resale or re-leasing will remain in full force for the remaining stated term of such warranties notwithstanding (and without any impairment as a result of) such return, repossession, resale or re-lease. Stryker, either directly or through any third party, will not repossess or consent to the return of any Equipment, waive or modify the terms of the Lease or consent to a termination of the Lease. If Stryker receives any payment on account of the Lease, including any insurance payments, Stryker will hold such payment in trust for the benefit of PURCHASER and will promptly remit such payment in the form received to PURCHASER, duly endorsed. PURCHASER will honor any agreements, if any, made by PURCHASER to Customer in connection with the Lease provided that Customer is in compliance with its obligations relating thereto.

7. **Deemed Acceptance.** If the Lease provides for deemed acceptance of the Equipment by the Customer and PURCHASER does not receive the first regularly recurring payment due under the Lease after the deemed acceptance date as a result of any rejection or revocation of acceptance of the Equipment for any reason by the Customer, then within ten (10) days of written demand by PURCHASER, Stryker shall pay to PURCHASER the unamortized Purchase Price paid by PURCHASER to Stryker for the Lease, together with interest accrued thereon at the applicable implicit rate of the Lease. Upon receipt by PURCHASER of this amount from Stryker, PURCHASER shall promptly transfer to Stryker all of PURCHASER'S right, title and interest in and to the Lease and related documents and the Equipment, all on an "AS IS", "WHERE IS", WITHOUT RECOURSE basis, without any representations or warranties of any kind whatsoever, except that PURCHASER will represent and warrant to Stryker that the documents delivered will grant and convey to Stryker all right, title and interest of the lessor/lender under the Lease (and all right, title and interest in the Equipment), free and clear of all liens, security interests, encumbrances and other interests of any kind created by or through Purchaser, except the interests of Customer, if any.

8. **Transfer Documents/Notice.** Stryker will, whenever and as often as reasonably requested to do so by PURCHASER, promptly: execute, acknowledge and deliver to PURCHASER any and all bills of sale, assignments, transfers, assurances, acknowledgements, consents and other instruments, agreements or documents and take or cause to be taken all such reasonable actions, in each case, as are necessary or proper in order to complete the transfer of the Lease as contemplated by this Assignment, provided that PURCHASER shall have sole responsibility to notify Customer of the assignment of the Lease to PURCHASER. Stryker hereby authorizes PURCHASER to send to Customer the Notice of Assignment attached hereto as exhibit A under the name of Stryker and modified appropriately to reference Customer and the Lease.

9. **Indemnification.**

(a) ***By Stryker.*** Stryker will indemnify and hold harmless PURCHASER, its officers, directors, employees and agents, from any losses, claims, liabilities, demands and expenses, including without limitation reasonable attorneys' fees, arising out of (i) any breach by Stryker of its representations, warranties or obligations hereunder, or (ii) any claims for patent, trademark or copyright infringement or environmental damage that relate to the Equipment.

(b) ***By PURCHASER.*** PURCHASER will indemnify and hold harmless Stryker, its officers, directors, employees and agents, from any losses, claims, liabilities, demands and expenses, including without limitation reasonable attorneys' fees, arising out of (i) any breach by PURCHASER of its representations, warranties or obligations hereunder or (ii) any act, failure to act, omission, representation or misrepresentation by PURCHASER, its affiliates or their respective employees or agents in connection with PURCHASER'S servicing and enforcement of the Lease (including, but not limited to, claims of Customers and other third parties against Stryker arising from the alleged act or neglect of PURCHASER, its affiliates or their respective employees or agents).

All indemnities and obligations under this Section 9 will survive the expiration or termination of this Assignment and the expiration or termination of the Lease.

10. **Repurchase of Lease.** If Stryker has breached any of its representations, warranties or other obligations under this Assignment (a "**Breach**") and, as a result of such Breach, Customer becomes in default or makes any claims or defenses against the enforceability of the Lease, Stryker will have 30 days after receipt of written notice of such Breach from PURCHASER to cure such Breach, which cure shall include cure of any Customer default under the Lease and relinquishment of any claims or defenses asserted against PURCHASER which resulted from such Breach. If Stryker fails to cure such Breach, then PURCHASER may in its discretion, demand that Stryker repurchase the Lease. Within 10 business days of such demand, Stryker will remit to PURCHASER an amount equal to the sum of: (i) all accrued but unpaid periodic payments on the Lease; (ii) all other amounts then due under the Lease, including, without limitation, estimated taxes; (iii) the present value of all remaining periodic and other payments to become due during the remaining term of the Lease, such present value determined by using a per annum interest rate equal to the implicit interest rate used in the Lease; and (iv) the present value of the amount, if any, that PURCHASER booked as a residual (for the equipment subject to the Lease at the end of the term of the Lease) in computing the Lease's applicable periodic rental or other payments, such present value determined by using a per annum interest rate equal to the implicit interest rate used in the Lease. Upon receipt of such amount, PURCHASER shall promptly transfer to Stryker all of PURCHASER'S right, title and interest in and to the Lease and related documents and the Equipment, all on an "AS IS", "WHERE IS", WITHOUT RECOURSE basis, without any representations or warranties of any kind whatsoever, except that PURCHASER will represent and warrant to Stryker that the documents delivered will grant and convey to Stryker all right, title and interest of the lessor/lender under the Lease (and all right, title and interest in the Equipment), free and clear of all liens, security interests, encumbrances and other interests of any kind created by or through PURCHASER or its assigns, except the interests of Customer, if any. PURCHASER'S rights under this Section 10 with respect to Breaches are in addition to any other remedies that PURCHASER may have under this Assignment or at law (including any indemnity rights under Section 9).

11. **Assignment.** Stryker may without prior written consent assign any of its rights to payment (but not its obligations) hereunder to any party. PURCHASER may without prior written consent assign any of its rights (but not its obligations) hereunder or under the Lease to any party, and may in connection therewith securitize or syndicate its rights under the Lease, including any recourse or indemnification rights made available by Stryker in connection with the Lease. Except as provided in this Section 10, the rights and obligations of PURCHASER and Stryker under this Assignment may not be assigned without the prior written consent of the other party.

12. **Confidentiality/Non-Solicitation.** All "Confidential Information" of Stryker which may become available to PURCHASER in connection with Customer or the Lease shall be held in confidence by PURCHASER to the same extent and using at least the same degree of care as PURCHASER uses to protect PURCHASER'S own confidential or proprietary information, but in no event less than reasonable care. PURCHASER shall not disclose, publish, release, transfer or otherwise make available "Confidential Information" in any form to, or for the use or benefit of, any other person or entity; provided, that PURCHASER may disclose "Confidential Information" (in connection with its ownership and servicing of the Lease) to its auditors, attorneys, regulators, participants in or assignees of the Lease. "Confidential Information" shall mean all confidential or proprietary information of Stryker, including pricing, trade secrets and documentation, and all information regarding Customer of any kind, however Confidential Information shall not include information (i) known to PURCHASER, as shown by its written records, prior to the time of receipt of such information from Stryker; (ii) that is available to the public; (iii) made available to PURCHASER from a source other than Stryker under, to PURCHASER's knowledge, no duty of confidentiality to Stryker; and (iv) required by law, court order or subpoena to be disclosed. Notwithstanding anything to the contrary contained herein, you will not provide the name of any Customer to any third party for the purpose of soliciting any type of business from such Customer. The provisions of this Section 12 shall survive the expiration or termination of this Assignment and the Lease, regardless of the reason for termination. PURCHASER shall maintain policies and procedures designed to (1) ensure the security and confidentiality of Confidential Information, (2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information, and (3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to Customer or Stryker. PURCHASER agrees to permit Stryker to audit PURCHASER'S compliance with this section during regular business hours upon reasonable notice to PURCHASER. PURCHASER acknowledges that the unauthorized use, disclosure, or duplication of any Confidential Information is likely to cause irreparable injury to Stryker and/or to Customer for which Stryker and/or Customer will have no adequate remedy at law. Accordingly, PURCHASER hereby consents to the entry of injunctive relief against PURCHASER to prevent or remedy any breach of confidentiality obligation described herein without Stryker being required to post bond. If any applicable law now or hereafter in effect imposes a higher standard of confidentiality for the Confidential Information, such standard shall prevail over the provisions of this Section 12.

PURCHASER covenants and agrees that it will not, directly or indirectly (acting through PURCHASER's employees, agents, affiliates or otherwise) solicit Customer for the purpose of providing leasing or other financing services to Customer, provided that PURCHASER may so solicit Customer: (i) if PURCHASER had a leasing or other financing relationship with Customer which was in existence during the twelve (12) months prior to the date of this Assignment (a "Recent Relationship"); or (ii) if PURCHASER did not have a Recent Relationship with Customer, not earlier than twelve (12) months after the expiration of the term or any renewal term of the Lease. The term "solicit" shall not include the providing of leasing and other financing services to Customer which is referred to you by a third party, provided that such third party did not learn of Customer through any action on your part. For purposes of clarification, any such action would also be a violation of the first paragraph of this section 12.

13. **Miscellaneous.** (a) This Assignment shall be subject to and governed by the laws of the state of Michigan. **STRYKER AND PURCHASER EACH IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.**

(b) This Assignment constitutes the entire expression of Stryker and PURCHASER concerning the subject matter of this Assignment.

(c) Stryker and PURCHASER agree the Lease and this Assignment are not and shall not be construed to be "securities" under federal or state securities laws.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first set forth above.


FLEX FINANCIAL, a division of Stryker Sales Corporation

By: 

Name: Devon Ivy

Title: Controller

MED ONE CAPITAL FUNDING LLC

By: 

Name: Bryce S. Ray
SVP/CHIEF CREDIT OFFICER
10712 SOUTH 1300 EAST
Title: SANDY, UT 84094
801-619-6715