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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.*¹,

Debtors and Debtors in
 Possession.

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

**MED ONE CAPITAL FUNDING, LLC'S
 NOTICE OF WITHDRAWAL OF
 CERTAIN PROOFS OF CLAIM**

TO: THE CLERK OF COURT

AND TO: ALL PARTIES OF RECORD

¹ The Debtors, along with their case numbers, are as follows: Astria Health (19- 01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHS Holdco, LLC (19-01196-11), SHC Medical Center-Toppenish (19-01190-11) SHC Medical Center – Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11) Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201- 11), and Yakima HMA Home Health, LLC (19-01200-11).

NOTICE OF WITHDRAWAL OF
 CERTAIN PROOFS OF CLAIM

Ray Quinney & Nebeker P.C.



19011892206080000000000001

PLEASE TAKE NOTICE that creditor Med One Capital Funding, LLC (“Med One”) hereby respectfully withdraws its Proof of Claim No. 69, filed against debtor SHC Medical Center- Yakima on August 2, 2019, and Proofs of Claim Nos. 419 and 420, each filed against debtor Astria Health on August 5, 2019, the foregoing of which relate to the above-captioned jointly-administered chapter 11 bankruptcy cases, and copies of which are attached hereto as **Exhibit A** through **Exhibit C** and incorporated herein by this reference.

DATED this 8th day of June, 2022.

RAY QUINNEY & NEBEKER P.C.

By: /s/ David H. Leigh
David H. Leigh, WSBA # 40031
Attorneys for Med One Capital Funding, LLC
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
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NOTICE OF WITHDRAWAL OF
CERTAIN PROOFS OF CLAIM

- 2 -

Ray Quinney & Nebeker P.C.
P.O. BOX 45385
Salt Lake City, UT 84145-0385
Telephone: (801) 532-1500

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CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of June, 2022, 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 declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

DATED this 8th day of June, 2022.

/s/ Annette Sanchez
Annette Sanchez, Legal Assistant

NOTICE OF WITHDRAWAL OF
CERTAIN PROOFS OF CLAIM

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EXHIBIT A
(SHC Medical Center – Yakima Proof of Claim No. 69)

NOTICE OF WITHDRAWAL OF
CERTAIN PROOFS OF CLAIM

- 4 -

Ray Quinney & Nebeker P.C.
P.O. BOX 45385
Salt Lake City, UT 84145-0385
Telephone: (801) 532-1500

Fill in this information to identify the case:Debtor 1 SHC Medical Center - Yakima

Debtor 2 _____

(Spouse, if filing) _____

United States Bankruptcy Court EASTERN DISTRICT OF WASHINGTONCase number: 19-01192

FILED

U.S. Bankruptcy Court
EASTERN DISTRICT OF WASHINGTON

8/2/2019

Beverly A. Benka, Clerk

**Official Form 410
Proof of Claim**

04/19

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?	<u>Med One Capital Funding</u>	
	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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Med One Capital Funding</u>	Where should payments to the creditor be sent? (if different) _____
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name	Name
	<u>Ray Quinney & Nebeker P.C.</u> <u>c/o David H. Leigh, Esq.</u> <u>36 South State Street, Suite 1400</u> <u>Salt Lake City, UT 84111</u>	
	Contact phone <u>801-532-1500</u>	Contact phone _____
	Contact email <u>dleigh@rqn.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1



1901192190805000000000018

19-01192-FLK11 Claim 69-1 Filed 08/02/19 Pg 1 of 2

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?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:	7535
7. How much is the claim?	\$ 46533.74	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> 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?	<p>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).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>Equipment Lease Agreement (see Statement of Claim)</p>	
9. Is all or part of the claim secured?	<div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.</div> <div>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: Medical Equipment</div> <div>Basis for perfection: UCC-1 Financing Statemen</div> <div>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.)</div> <div>Value of property: \$ 52000.00</div> <div>Amount of the claim that is secured: \$ 46533.74</div> <div>Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)</div> <div>Amount necessary to cure any default as of the date of the petition: \$ 21417.44</div> <div>Annual Interest Rate (when case was filed) 8.56 % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>	
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property:	

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Check all that apply:</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) 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). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies \$ _____</p>	<p style="text-align: right;">Amount entitled to priority</p>
<p>* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.</p>		

Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>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.</p>	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>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.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>8/2/2019</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Mark Stevens</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <p>Name <u>Mark Stevens</u></p> <p style="text-align: center;">First name Middle name Last name</p> <p>Title <u>SVP Operations</u></p> <p>Company <u>Med One Capital Funding, LLC</u></p> <p style="text-align: center;">Identify the corporate servicer as the company if the authorized agent is a servicer</p> <p>Address <u>10712 South 1300 East</u></p> <p style="text-align: center;">Number Street</p> <p style="text-align: center;"><u>Sandy, UT 84094</u></p> <p style="text-align: center;">City State ZIP Code</p> <p>Contact phone <u>800-248-5582</u> Email <u>mstevens@medonecapital.com</u></p>
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STATEMENT OF CLAIM OF
MED ONE CAPITAL FUNDING, LLC

Med One Capital Funding, LLC's (along with any subsidiary and/or assignee collectively "Med One") secured claim against SHC Medical Center - Yakima (the "Debtor") arises out of and relates to that certain *Equipment Lease Agreement*, dated January 9, 2018, and related documents (collectively, the "Equipment Lease Agreement"), copies of which are attached hereto and incorporated herein by this reference. As of the date of this proof of claim, the balance due and owing by the Debtor to Med One under the Equipment Lease Agreement was \$46,533.74 (the "Lease Balance"), which amount included (i) a principal remaining balance due and owing in the amount of \$42,570.00, consisting of nine (9) remaining monthly installment payments in the amount of \$4,730.00 each; (ii) \$1,163.58 in taxes past due and owing; (iii) \$2,327.16 in future taxes to become due and owing; and (iv) late fees in the amount of \$473.00. As of the petition date, the amount past due and owing under the Equipment Lease Agreement was \$21,417.44. Med One respectfully reserves the right to assert that additional amounts are due and owing under the Equipment Lease Agreement as part of Med One's secured claim against the Debtor including, but not limited to, additional post-petition interest, fees, and costs—including attorney fees and costs—to the extent provided for under the Equipment Lease Agreement and as otherwise authorized and allowed by 11 U.S.C. § 506(b).

RESERVATION OF RIGHTS

The assertion by Med One of its claim against the Debtor is not a concession or admission as to the correct characterization or treatment of any such claim, nor a waiver of any rights or defenses of Med One, all of which are hereby expressly reserved. The execution and filing of this Proof of Claim is not and shall not be deemed or construed as: (i) a waiver or release of Med One's rights and claims against any other entity or

person liable for all or any part of the claim asserted herein; (ii) a consent by Med One to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Med One; (iii) a waiver or release of Med One's right to mediate or arbitrate any dispute, as applicable, including the amount or nature of claim set forth herein or this Proof of Claim; (iv) a waiver or release of Med One's right to trial by jury in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein, whether the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (v) a consent by Med One to a jury trial in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (vi) a waiver or release of Med One's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto, or other proceeding which may be commenced in this case against or otherwise involving Med One; (viii) a waiver or release of Med One's right to setoff under the Bankruptcy Code or recoupment; (ix) an election of remedies that waives or otherwise affects any other remedies; (x) a waiver of any right with respect to any property relating to the debt owed by the Debtor; or (xi) a waiver of Med One's right to assert any additional claims that may be entitled to administrative priority under sections 503 and 507 of the Bankruptcy Code.

Med One respectfully reserves the right to amend this proof of claim to (i) correct any errors or omissions as Med One deems necessary or appropriate including, but not limited to, those relating to the nature, extent, and/or amount of Med One's claim

against the Debtor including, but not limited to, any recharacterization of the nature of Med One's claim against the Debtor; and (ii) provide any additional information and/or documentation in support of Med One's claim against the Debtor to the extent such information or documentation (a) is demanded by the Debtor, or either of them; (b) is required by the Federal Rules of Bankruptcy Procedure; (c) is required by any Order issued by the Bankruptcy Court; (d) is in response to any allegation or determination that the proof of claim is in any way deficient or incomplete; and/or (e) to the extent Med One believes such information or documents is otherwise necessary or appropriate.

Finally, the Debtor is one of several debtors (collectively, the "Astria Health Debtors") and the Bankruptcy Case is one of several jointly administered bankruptcy cases (collectively, the "Astria Health Cases") being jointly administered by the Bankruptcy Court under *In re Astria Health, et al.*, Bankr. Case No. 19-01189-11 (the "Lead Case"). In the event that the Debtor alleges or it is otherwise determined that one or more of the other Astria Health Debtors, and not the Debtor, is liable to Med One under the Equipment Lease Agreement, Med One reserves the right to file a proof of claim in any of the other applicable Astria Health Cases, including the Lead Case, and against any of the other Astria Health Debtors, asserting the claim set forth herein.



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248-5882

fax (800) 489-5528

CUSTOMER SHC Medical Center - Yakima dba, Astria
Regional Medical Center

DATE 1/9/2018

ADDRESS 110 S. 9th Avenue
Yakima, WA 98902-3316

AGREEMENT A36979

CONTACT Eileen Fitchett

VENDOR C.R. Bard, Inc.

PHONE 509-454-6174

CONTACT Robert Cancelosi

PHONE 503-705-8080

FAX

EMAIL robert.cancelosi@crbard.com

EMAIL eileen.fitchett@astria.health

QUOTE ID

EQUIPMENT

QTY EQUIPMENT

- 2 Arctic Sun 5000E Temperature Management System - 50000000E
- 1 TTM 24/7 Clinical/Technical Support
- 2 On-Site Clinical Training
- 1 Calibration Test Unit (CTU)

SOFTWARE AND SERVICE

QTY SOFTWARE OR SERVICE

- 2 Extended Warranty - Two Year Extended Product Warranty

PRICING

Months 1-24

\$4,730.00

First Payment Due

Due Upon Receipt of Equipment

At the end of the lease term or any subsequent extension of the lease term,
Customer may choose from any of the following:

Purchase for \$1.00

TERMS & CONDITIONS

1.) The above pricing does not include and Customer shall be responsible for all costs of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, and taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.

2.) Customer is responsible for any and all loss or damage to the Equipment while the Equipment is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding, LLC. The Equipment is and shall remain the sole property of Med One Capital Funding, LLC and the Customer shall have no interest in the Equipment except the right to use and maintain possession during the lease term. Customer is responsible for, and shall indemnify, defend and hold Med One Capital Funding, LLC and its assigns harmless from and against all costs, expenses, obligations and liabilities relating to or arising as a result of Customer's lease, possession or use of the Equipment, including reasonable attorney's fees and costs. The Equipment shall be kept by Customer subject to inspection by Med One Capital Funding, LLC, free of all security interests, liens, and other claims, in good and efficient working order, condition and repair.

Prepared By: Tim Lottis

1613

19-01189-FLH11 Claim 60-1 Part 2 Filed 06/08/22 Pg 4 of 10



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248-5882

fax (800) 458-5528

3.) The Term of this Agreement begins on the due date of the first payment (listed above), provided that if any item of the Equipment is shipped to Customer before the due date of the first payment the Term shall start on that shipment date and shall be extended by the number of days from and including that date of first shipment to the first payment date. The Term shall continue for the number of months stated above under PRICING.

4.) Customer agrees that it will pay the lease payment reflected above under Pricing to Med One Capital Funding, LLC beginning on the date above under Pricing and thereafter each and every month during the Term of this Agreement. Any past due lease payment is subject to a 5.00 % late fee. If Customer (i) fails to make any payment when due or otherwise breaches the terms of this Agreement, (ii) becomes insolvent or admits in writing its inability to pay its debts as they mature or any bankruptcy is instituted by or against Customer which remains for 60 days undismissed or (iii) any warranty, representation, statement or report made in writing by Customer in this Agreement or in any document or certificate furnished in connection with this Agreement or any financing obtained in connection with this Agreement proves to have been untrue or incorrect in any material respect, Med One Capital Funding, LLC shall be entitled to any and all available legal and equitable remedies including, without limitation, all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse Med One Capital Funding, LLC for all costs incurred to enforce this Agreement including reimbursement for Med One Capital Funding, LLC's reasonable attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to Med One Capital Funding, LLC under this Agreement or the applicable version of the UCC, Med One Capital Funding, LLC shall also be entitled to demand and receive as liquidated damages for loss of bargain and not as a penalty an amount equal to all accrued and unpaid payments plus the present value of the monthly lease payments which would otherwise have accrued from the date of Customer's default to the end of the Term. Such present value shall be computed utilizing a rate of 3% per annum. Such liquidated damages shall be paid whether or not this Agreement is terminated. Customer's rights to purchase the Equipment may be forfeited if payments are not paid timely as herein agreed.

5.) CUSTOMER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF Med One Capital Funding, LLC WHICH MAY BE GRANTED OR WITHHELD IN ITS SOLE DISCRETION, (i) SUBLEASE, ASSIGN, PLEDGE, HYPOTHEGATE OR IN ANY OTHER WAY TRANSFER THIS LEASE, THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR (ii) PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN CUSTOMER OR CUSTOMER'S EMPLOYEES. Any assignment, sublease, pledge, hypothecation or transfer for which consent is required hereby and which is made without such consent shall be void. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto. Customer's interest herein shall not be assigned by operation of law.

6.) Med One Capital Funding, LLC HAS NOT MADE AND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER, EXPRESS OR IMPLIED WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE REGARDING THE EQUIPMENT OR ANY PART OR THE DESIGN OR CONDITION THEREOF. Customer, at the time of execution of this Agreement, hereby warrants and represents to Med One Capital Funding, LLC, its assigns, and their respective successors and assigns: (i) that execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part and are not in conflict with its charter or bylaws or with or constitute a breach of or default under any indenture, contract or agreement by which it is bound, or with any statute, judgment, decree, rule or regulation binding upon it; (ii) that no consent or approval of any trustee or holder of any indebtedness or obligation, and no consent or approval of, or taking of any other action with respect to, any governmental authority, is necessary for execution, delivery or performance of this Agreement; (iii) that this Agreement is legal, valid, binding, and enforceable against the Customer in accordance with its terms, subject to enforcement limitations imposed by rules of equity or by bankruptcy or similar laws; (iv) Customer is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation and the jurisdiction(s) where the Equipment will be located and has adequate corporate power to enter into and perform this Agreement; and (v) there are no actions, suits or proceedings pending or, to the knowledge of Customer threatened against or affecting Customer in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on the ability of Customer to perform its obligations under this Agreement.

7.) Med One Capital Funding, LLC may sell or assign its interest in this Agreement and the Equipment, subject to Customer's rights herein. In such event, all the provisions of this Agreement for the benefit of Med One Capital Funding, LLC shall inure to the benefit of such assignee. Customer acknowledges that any assignment or transfer by Med One Capital Funding, LLC permitted under this Agreement shall not materially change Customer's duties or obligations under this Agreement or materially increase the burdens or risks imposed upon Customer. Notwithstanding anything to the contrary in Customer's purchase order, the lease payments and all other amounts due herein shall not be subject to any abatement, recoupment, defense, claim, counter-claim, reduction, set-off, or any other adjustment of any kind for any reason whatsoever.

8.) This Agreement sets forth the entire understanding between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns and may be canceled, modified and amended only by a written instrument executed by both of the parties hereto. This Agreement supersedes any and all previous conversations, understandings and agreements between the parties, all of which are of no further force and effect. No waiver by either party of any breach or default by the other in the performance of or compliance with any obligation under this Agreement shall be deemed to be a waiver of, or in any manner release such other party from compliance with, the performance or compliance with the same or any other obligation under this Agreement in the future. This Agreement shall be governed by and interpreted under the laws of the State of Utah without giving effect to the choice of law principles thereof. Should any provision of this Agreement be held illegal or unenforceable by a court of law, such provision shall be considered deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect. Headings used herein are for informational purposes only and shall not affect the meaning of the terms or the intent of the parties.

9.) This Agreement is presented subject to review and approval of credit and financial information pertaining to the Customer and receipt of Customer's purchase order issued for the term and lease payment reflected in the pricing section above. Customer's purchase order shall be issued to: Med One Capital Funding, LLC (at the address listed above). Customer hereby grants to Med One Capital Funding, LLC an Article 9 Security Interest in the Equipment. Customer hereby authorizes Med One Capital Funding, LLC to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.

10.) This Agreement must be signed and returned to Med One Capital Funding, LLC no later than 2/3/2019, after which time the pricing commitment will expire.



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy, Utah 84094

phone (800) 249-6382

fax (800) 463-6528

INSURANCE ON LEASED EQUIPMENT

Customer is responsible to provide both casualty and liability insurance on the Equipment that is the subject of this Agreement. Please provide insurance information as requested below or provide a letter to Med One Capital Funding, LLC that Customer intends to "Self Insure" the Equipment.

We intend to Self Insure YES ☒ NO ☐ Self Insurance Contact Info:

We will provide Insurance coverage:

Contact for Insurance Information: HUB International Northwest

Name of Insurance Company: Physicians Insurance Mutual Contact Name:

Contact Email:

Contact Phone: (509) 837-2711

Insurance Company Address: P.O. Box 850 Sunnyside, WA 98944

Please notify your insurance company that Med One Capital Funding, LLC will contact them to request an insurance certificate.

CUSTOMER ACKNOWLEDGEMENT: SHC Medical Center - Yakima dba. Astria Regional Medical Center

We hereby acknowledge, accept and agree to the terms of this Agreement and have issued our Purchase Order Number:

PURCHASE ORDER NUMBER (required)

TAX PAYER ID NUMBER (required)

If Customer is tax exempt, an exemption certificate must be furnished to Med One Capital Funding, LLC, otherwise use tax will be assessed and added to the lease payment which is reflected above.

SALES TAX EXEMPT YES ☒ NO ☐ SALES TAX EXEMPTION NUMBER:

The undersigned hereby acknowledges that they have full power and authority to execute this Agreement in behalf of the Customer listed above. Performance of this Agreement by Customer has been authorized and requires no additional approval or consent by any other person or entity.

This Agreement may be signed by facsimile and in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Customer hereby waives any right it may have under Section 2A-517 of the Uniform Commercial Code or otherwise to revoke its acceptance for any reason whatsoever including but not limited to: (i) any assumption by Customer that a nonconformity would be cured; (ii) to discover a nonconformity before acceptance; or (iii) any Lessor default under the Lease. Customer further hereby waives its rights under Section 2A-401 and 2A-402 of the Uniform Commercial Code to suspend performance of any of its obligations under the Lease with respect to the Equipment hereby accepted.

SHC Medical Center - Yakima dba. Astria Regional Medical Center

Rich Robinson
PRINT NAME

SIGNATURE

CEO
TITLE

11/2/18
DATE

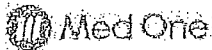
Med One Capital Funding, LLC

PRINT NAME

SIGNATURE

TITLE

DATE



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:

C.R. Bard, Inc.
P.O. Box 75767
Charlotte, NC 28276

SHIP TO

SHC Medical Center - Yakima dba, Astrla
Regional Medical Center

110 S. 9th Avenue
Yakima, WA 98902-3315
Customer PO: 776-17-026LE

PURCHASE ORDER No.

000026070A

DATE:

1/15/2018

TAX EXEMPT No.

PRODUCTS BEING ORDERED

Quantity	Equipment Description	Unit Price	Price
2	50000000E - Arctic Sun 5000E Temperature Management System		\$85,000.00
1	TTM 24/7 Clinical/Technical Support		\$2,500.00
2	On-Site Clinical Training		\$4,500.00
1	Calibration Test Unit (CTU)		\$2,499.00
2	Extended Warranty		\$9,500.00
2	Two Year Extended Product Warranty		

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 \$103,999.00

Transportation \$0.00

Sales Tax \$0.00

GRAND TOTAL \$103,999.00

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

Copyright 2006 Med One Capital Funding, LLC Prepared by: Elissa Brown



NOTICE OF DELIVERY AND ACCEPTANCE

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248.8882

fax (800) 468.5528

CUSTOMER INFORMATION

SHC Medical Center - Yakima dba: Astria Regional Medical
Center
110 S. 9th Avenue
Yakima, WA 98902-3315
509-575-5000

EQUIPMENT LOCATION

SHC Medical Center - Yakima dba: Astria Regional Medical
Center
110 S. 9th Avenue
Yakima, WA 98902-3315

EQUIPMENT

Quantity	Equipment Description
1	TTM 24/7 Clinical/Technical Support
2	On-Site Clinical Training
2	Extended Warranty Two Year Extended Product Warranty
1	Calibration Test Unit (CTU)
2	50000000E - Arctic Sun 5000E Temperature Management System

TERMS AND CONDITIONS

The Equipment referred to above was received by us on this date and was inspected by us and found to be in good order, condition and repair and is irrevocably accepted by us.

Title to the Equipment shall at all times remain with Med One Capital Funding, LLC. If we fail to make a required rental payment under this Agreement, you (or your assignee) shall have the right to immediate repossession of the Equipment. Med One Capital Funding, LLC may file a UCC-1 statement to provide notification of its ownership of the Equipment. We hereby grant to Med One Capital Funding, LLC power of attorney to sign and file a UCC-1 with the appropriate agency. We accept responsibility for any loss of or damage to the Equipment as well as responsibility for any taxes which may be assessed against this Equipment.

Eileen Fitchett
PRINT NAME

Manager Materials
TITLE

Materials
DEPARTMENT

Eileen Fitchett
SIGNATURE

509-454-6174
PHONE NUMBER

2-16-18
DATE

PLEASE SIGN AND RETURN TO MED ONE CAPITAL
FAX: 800.468.5528 EMAIL: OPERATIONS@MEDONECAPITAL.COM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

CT Lien Solutions
Representation of Filing

This filing is Completed
File Number: 2018-018-2492-9
File Date: 18-Jan-2018

A. NAME & PHONE OF CONTACT AT FILER (optional): Phone: (800) 248-3882 Fax:	
B. E-MAIL CONTACT AT FILER (optional): laura@medonecapital.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 9739 - MED ONE: Med One Capital, Inc 10712 SOUTH 1300 EAST Sandy, UT 84094 62350307 WAWA	

File with: Department of Licensing, WA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name; if any part of the individual Debtor's name will not fit in line 1b, leave all of line 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME: SHC MEDICAL CENTER - YAKIMA			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIALS) SUFFIX
1c. MAILING ADDRESS: 110 South 9th Avenue		CITY: Yakima	STATE: WA POSTAL CODE: 98902-3315 COUNTRY: USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name; if any part of the individual Debtor's name will not fit in line 2b, leave all of line 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME: Astria Regional Medical Center			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIALS) SUFFIX
2c. MAILING ADDRESS: 110 South 9th Avenue		CITY: Yakima	STATE: WA POSTAL CODE: 98902-3315 COUNTRY: USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Med One Capital Funding, LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIALS) SUFFIX
3c. MAILING ADDRESS: 10712 S. 1300 E.		CITY: Sandy	STATE: UT POSTAL CODE: 84094 COUNTRY: USA

4. COLLATERAL: This financing statement covers the following collateral:
2) 5000p0000-Artic Sun 5000E Temperature Management System
1) TTM 24/7 Clinical Technical Support
1) Calibration Test Unit (CTU)

Equipment Location:
SHC Medical Center - Yakima dba
Astria Regional Medical Center
110 South 9th Avenue
Yakima, WA 98902-3315

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transacting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignor/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

82350307 CMS008103

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/2011)

Prepared by Lien Solutions, P.O. Box 29971,
Glendale, CA 91208-4971 Tel: (800) 351-3282

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

10. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

10a. ORGANIZATION'S NAME:
SHC MEDICAL CENTER - YAKIMA

OR

10b. INDIVIDUAL'S SURNAME:

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME:

OR

19b. INDIVIDUAL'S SURNAME:

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS:

CITY

STATE

POSTAL CODE

COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME:

OR

20b. INDIVIDUAL'S SURNAME:

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS:

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME:

OR

21b. INDIVIDUAL'S SURNAME:

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS:

CITY

STATE

POSTAL CODE

COUNTRY

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME:

MB Financial Bank, N.A.

OR

22b. INDIVIDUAL'S SURNAME:

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS:

6111 North River Road

Rosemont

IL

60016

USA

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME:

OR

23b. INDIVIDUAL'S SURNAME:

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS:

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS: 62350307-VA-9 9739, MED ONE CAPITAL, LLC

Med One Capital Facility, LLC

File with Department of Licensing VA

CMS008103

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EXHIBIT B
(Astria Health Proof of Claim No. 419)

NOTICE OF WITHDRAWAL OF
CERTAIN PROOFS OF CLAIM

- 5 -

Ray Quinney & Nebeker P.C.
P.O. BOX 45385
Salt Lake City, UT 84145-0385
Telephone: (801) 532-1500

Fill in this information to identify the case:	
Debtor 1	Astria Health
Debtor 2	
(Spouse, if filing)	
United States Bankruptcy Court	EASTERN DISTRICT OF WASHINGTON
Case number:	19-01189

FILED
U.S. Bankruptcy Court
EASTERN DISTRICT OF WASHINGTON
8/5/2019
Beverly A. Benka, Clerk

Official Form 410 Proof of Claim

04/19

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?	Astria Health 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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? Astria Health Name Ray Quinney & Nebeker, P.C. c/o David H. Leigh, Esq. 36 South State Street, Suite 1400 Salt Lake City, UT 84111 Contact phone 801-532-1500 Contact email cleigh@rqn.com Uniform claim identifier for electronic payments in chapter 13 (if you use one):	Where should payments to the creditor be sent? (if different) Name Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Official Form 410

Proof of Claim

page 1



1901189190805000000000064

19-01189-FLH11 Claim 419.1 Filed 06/08/22 Pg 1 of 2

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?	<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:</div><div style="border-bottom: 1px solid black; width: 150px; text-align: right;">7535</div></div>
7. How much is the claim?	<div style="display: flex; justify-content: space-between;"><div style="width: 40%;"><div style="display: flex; align-items: center;">\$<div style="border-bottom: 1px solid black; width: 150px; text-align: right;">46533.74</div></div></div><div style="width: 55%;">Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<p>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 healthcare information.</p> <p>Equipment Lease Agreement (See Statement of Claim)</p>
9. Is all or part of the claim secured?	<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.</div><div style="width: 70%;">Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <div style="border-bottom: 1px solid black; width: 150px; text-align: right;">Medical Equipment</div></div></div> <div style="margin-top: 10px;">Basis for perfection: <div style="border-bottom: 1px solid black; width: 150px; text-align: right;">UCC-1 Finance Statement</div></div> <p>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.)</p> <div style="margin-top: 10px;">Value of property: <div style="display: flex; align-items: center;">\$<div style="border-bottom: 1px solid black; width: 100px; text-align: right;">52000.00</div></div></div> <div style="margin-top: 5px;">Amount of the claim that is secured: <div style="display: flex; align-items: center;">\$<div style="border-bottom: 1px solid black; width: 100px; text-align: right;">46533.74</div></div></div> <div style="margin-top: 5px;">Amount of the claim that is unsecured: <div style="display: flex; align-items: center;">\$<div style="border-bottom: 1px solid black; width: 100px; text-align: right;">0.00</div></div> (The sum of the secured and unsecured amounts should match the amount in line 7.)</div> <div style="margin-top: 10px;">Amount necessary to cure any default as of the date of the petition: <div style="display: flex; align-items: center;">\$<div style="border-bottom: 1px solid black; width: 100px; text-align: right;">21417.44</div></div></div> <div style="margin-top: 10px;">Annual Interest Rate (when case was filed) <div style="display: flex; align-items: center;"><div style="border-bottom: 1px solid black; width: 50px; text-align: right;">8.56</div>%</div></div> <div style="margin-top: 5px;"><input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
10. Is this claim based on a lease?	<div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$</div><div style="border-bottom: 1px solid black; width: 150px; text-align: right;"></div></div>
11. Is this claim subject to a right of setoff?	<div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property:</div><div style="border-bottom: 1px solid black; width: 150px; text-align: right;"></div></div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) 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). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies \$ _____</p>	
<p>* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.</p>		

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 8/5/2019
MM / DD / YYYY

/s/ /s/ Mark Stevens

Signature

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

Name	<u>/s/ Mark Stevens</u>		
	First name	Middle name	Last name
Title	<u>SVP Operations</u>		
Company	<u>Med One Capital Funding, LLC</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer		
Address	<u>10712 South 1300 East</u>		
	Number Street		
	<u>Sandy, UT 84094</u>		
	City State ZIP Code		
Contact phone	<u>800-248-5582</u>	Email	<u>mstevens@medonecapital.com</u>

STATEMENT OF CLAIM OF
MED ONE CAPITAL FUNDING, LLC

Med One Capital Funding, LLC's (along with any subsidiary and/or assignee collectively "Med One") secured claim against the above-identified debtor (the "Debtor") arises out of and relates to that certain *Equipment Lease Agreement*, dated January 9, 2018, and related documents (collectively, the "Equipment Lease Agreement"), copies of which are attached hereto and incorporated herein by this reference. As of the date of this proof of claim, the balance due and owing by the Debtor to Med One under the Equipment Lease Agreement was \$46,533.74 (the "Lease Balance"), which amount included (i) a principal remaining balance due and owing in the amount of \$42,570.00, consisting of nine (9) remaining monthly installment payments in the amount of \$4,730.00 each; (ii) \$1,163.58 in taxes past due and owing; (iii) \$2,327.16 in future taxes to become due and owing; and (iv) late fees in the amount of \$473.00. As of the petition date, the amount past due and owing under the Equipment Lease Agreement was \$21,417.44. Med One respectfully reserves the right to assert that additional amounts are due and owing under the Equipment Lease Agreement as part of Med One's secured claim against the Debtor including, but not limited to, additional post-petition interest, fees, and costs—including attorney fees and costs—to the extent provided for under the Equipment Lease Agreement and as otherwise authorized and allowed by 11 U.S.C. § 506(b).

RESERVATION OF RIGHTS

The assertion by Med One of its claim against the Debtor is not a concession or admission as to the correct characterization or treatment of any such claim, nor a waiver of any rights or defenses of Med One, all of which are hereby expressly reserved. The execution and filing of this Proof of Claim is not and shall not be deemed or construed as: (i) a waiver or release of Med One's rights and claims against any other entity or person liable for all or any part of the claim asserted herein; (ii) a consent by Med One to

the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Med One; (iii) a waiver or release of Med One's right to mediate or arbitrate any dispute, as applicable, including the amount or nature of claim set forth herein or this Proof of Claim; (iv) a waiver or release of Med One's right to trial by jury in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein, whether the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (v) a consent by Med One to a jury trial in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (vi) a waiver or release of Med One's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto, or other proceeding which may be commenced in this case against or otherwise involving Med One; (viii) a waiver or release of Med One's right to setoff under the Bankruptcy Code or recoupment; (ix) an election of remedies that waives or otherwise affects any other remedies; (x) a waiver of any right with respect to any property relating to the debt owed by the Debtor; or (xi) a waiver of Med One's right to assert any additional claims that may be entitled to administrative priority under sections 503 and 507 of the Bankruptcy Code.

Med One respectfully reserves the right to amend this proof of claim to (i) correct any errors or omissions as Med One deems necessary or appropriate including, but not limited to, those relating to the nature, extent, and/or amount of Med One's claim against the Debtor including, but not limited to, any recharacterization of the nature of

Med One's claim against the Debtor; and (ii) provide any additional information and/or documentation in support of Med One's claim against the Debtor to the extent such information or documentation (a) is demanded by the Debtor, or either of them; (b) is required by the Federal Rules of Bankruptcy Procedure; (c) is required by any Order issued by the Bankruptcy Court; (d) is in response to any allegation or determination that the proof of claim is in any way deficient or incomplete; and/or (e) to the extent Med One believes such information or documents is otherwise necessary or appropriate.

Finally, the Debtor is one of several debtors (collectively, the "Astria Health Debtors") and the Bankruptcy Case is one of several jointly administered bankruptcy cases (collectively, the "Astria Health Cases") being jointly administered by the Bankruptcy Court under *In re Astria Health, et al.*, Bankr. Case No. 19-01189-11 (the "Lead Case"). In the event that the Debtor alleges or it is otherwise determined that one or more of the other Astria Health Debtors, and not the Debtor, is liable to Med One under the Equipment Lease Agreement, Med One reserves the right to file a proof of claim in any of the other applicable Astria Health Cases, including the Lead Case, and against any of the other Astria Health Debtors, asserting the claim set forth herein.



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy, Utah 84094

phone (800) 249.5882

fax (800) 469 5528

CUSTOMER SHC Medical Center - Yakima dba, Astria
Regional Medical Center

DATE 1/9/2018

ADDRESS 110 S. 9th Avenue
Yakima, WA 98902-3315

AGREEMENT A36979

CONTACT Eileen Fitchett

VENDOR C.R. Bard, Inc.

PHONE 809-454-8174

CONTACT Robert Cancelosi

FAX

PHONE 503-705-6090

EMAIL eileen.fitchett@astria.health

EMAIL robert.cancelosi@crbard.com

QUOTE ID

EQUIPMENT

QTY EQUIPMENT

- | | |
|---|--|
| 2 | Arctic Sun 6000E Temperature Management System - 800000005 |
| 1 | TTM 24/7 Clinical/Technical Support |
| 2 | On-Site Clinical Training |
| 1 | Calibration Test Unit (CTU) |

SOFTWARE AND SERVICE

QTY SOFTWARE OR SERVICE

- | | |
|---|--|
| 2 | Extended Warranty - Two Year Extended Product Warranty |
|---|--|

PRICING

Months 1 - 24

\$4,730.00

First Payment Due

Due Upon Receipt of Equipment

At the end of the lease term or any subsequent extension of the lease term,
Customer may choose from any of the following:

Purchase for \$1.00

TERMS & CONDITIONS

1.) The above pricing does not include and Customer shall be responsible for all costs of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, and taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.

2.) Customer is responsible for any and all loss or damage to the Equipment while the Equipment is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding, LLC. The Equipment is and shall remain the sole property of Med One Capital Funding, LLC and the Customer shall have no interest in the Equipment except the right to use and maintain possession during the lease term. Customer is responsible for, and shall indemnify, defend and hold Med One Capital Funding, LLC and its assigns harmless from and against all costs, expenses, obligations and liabilities relating to or arising as a result of Customer's lease, possession or use of the Equipment, including reasonable attorney's fees and costs. The Equipment shall be kept by Customer subject to inspection by Med One Capital Funding, LLC, free of all security interests, liens, and other claims, in good and efficient working order, condition and repair.



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248,5882

fax (800) 458,5523

3.) The Term of this Agreement begins on the due date of the first payment (listed above), provided that if any item of the Equipment is shipped to Customer before the due date of the first payment the Term shall start on that shipment date and shall be extended by the number of days from and including that date of first shipment to the first payment date. The Term shall continue for the number of months stated above under PRICING.

4.) Customer agrees that it will pay the lease payment reflected above under Pricing to Med One Capital Funding, LLC beginning on the date above under Pricing and thereafter each and every month during the Term of this Agreement. Any past due lease payment is subject to a 6.00 % late fee. If Customer (i) fails to make any payment when due or otherwise breaches the terms of this Agreement, (ii) becomes insolvent or admits in writing its inability to pay its debts as they mature or any bankruptcy is instituted by or against Customer which remains for 60 days undismissed or (iii) any warranty, representation, statement or report made in writing by Customer in this Agreement or in any document or certificate furnished in connection with this Agreement or any financing obtained in connection with this Agreement proves to have been untrue or incorrect in any material respect, Med One Capital Funding, LLC shall be entitled to any and all available legal and equitable remedies including, without limitation, all remedies provided in the applicable version of the Uniform Commercial Code (UCC), Customer will reimburse Med One Capital Funding, LLC for all costs incurred to enforce this Agreement including reimbursement for Med One Capital Funding, LLC's reasonable attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to Med One Capital Funding, LLC under this Agreement or the applicable version of the UCC, Med One Capital Funding, LLC shall also be entitled to demand and receive as liquidated damages for loss of bargain and not as a penalty an amount equal to all accrued and unpaid payments plus the present value of the monthly lease payments which would otherwise have accrued from the date of Customer's default to the end of the Term. Such present value shall be computed utilizing a rate of 3% per annum. Such liquidated damages shall be paid whether or not this Agreement is terminated. Customer's rights to purchase the Equipment may be forfeited if payments are not paid timely as herein agreed.

5.) CUSTOMER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF Med One Capital Funding, LLC WHICH MAY BE GRANTED OR WITHHELD IN ITS SOLE DISCRETION, (i) SUBLEASE, ASSIGN, PLEDGE, HYPOTHECATE OR IN ANY OTHER WAY TRANSFER THIS LEASE, THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR (ii) PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN CUSTOMER OR CUSTOMER'S EMPLOYEES. Any assignment, sublease, pledge, hypothecation or transfer for which consent is required hereby and which is made without such consent shall be void. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto. Customer's interest herein shall not be assigned by operation of law.

6.) Med One Capital Funding, LLC HAS NOT MADE AND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER, EXPRESS OR IMPLIED WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT OR ANY PART OR THE DESIGN OR CONDITION THEREOF. Customer, at the time of execution of this Agreement, hereby warrants and represents to Med One Capital Funding, LLC, its assigns, and their respective successors and assigns: (i) that execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part and are not in conflict with its charter or bylaws or with or constitute a breach of or default under any indenture, contract or agreement by which it is bound, or with any statute, judgment, decree, rule or regulation binding upon it; (ii) that no consent or approval of any trustee or holder of any indebtedness or obligation, and no consent or approval of, or taking of any other action with respect to, any governmental authority, is necessary for execution, delivery or performance of this Agreement (iii) that this Agreement is legal, valid, binding, and enforceable against the Customer in accordance with its terms, subject to enforcement limitations imposed by rules of equity or by bankruptcy or similar laws; (iv) Customer is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation and the jurisdiction(s) where the Equipment will be located and has adequate corporate power to enter into and perform this Agreement; and (v) there are no actions, suits or proceedings pending or, to the knowledge of Customer threatened against or affecting Customer in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on the ability of Customer to perform its obligations under this Agreement.

7.) Med One Capital Funding, LLC may sell or assign its interest in this Agreement and the Equipment, subject to Customer's rights herein. In such event, all the provisions of this Agreement for the benefit of Med One Capital Funding, LLC shall inure to the benefit of such assignee. Customer acknowledges that any assignment or transfer by Med One Capital Funding, LLC permitted under this Agreement shall not materially change Customer's duties or obligations under this Agreement or materially increase the burdens or risks imposed upon Customer. Notwithstanding anything to the contrary in Customer's purchase order, the lease payments and all other amounts due herein shall not be subject to any abatement, recoupment, defense, claim, counter-claim, reduction, set-off, or any other adjustment of any kind for any reason whatsoever.

8.) This Agreement, sets forth the entire understanding between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns and may be canceled, modified and amended only by a written instrument executed by both of the parties hereto. This Agreement supersedes any and all previous conversations, understandings and agreements between the parties, all of which are of no further force and effect. No waiver by either party of any breach or default by the other in the performance of or compliance with any obligation under this Agreement shall be deemed to be a waiver of, or in any manner release such other party from compliance with, the performance or compliance with the same or any other obligation under this Agreement in the future. This Agreement shall be governed by and interpreted under the laws of the State of Utah without giving effect to the choice of law principles thereof. Should any provision of this Agreement be held illegal or unenforceable by a court of law, such provision shall be considered deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect. Headings used herein are for informational purposes only and shall not affect the meaning of the terms or the intent of the parties.

9.) This Agreement is presented subject to review and approval of credit and financial information pertaining to the Customer and receipt of Customer's purchase order issued for the term and lease payment reflected in the pricing section above. Customer's purchase order shall be issued to: Med One Capital Funding, LLC (at the address listed above). Customer hereby grants to Med One Capital Funding, LLC an Article 9 Security Interest in the Equipment. Customer hereby authorizes Med One Capital Funding, LLC to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.

10.) This Agreement must be signed and returned to Med One Capital Funding, LLC no later than 2/6/2018, after which time the pricing commitment will expire.



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy, Utah 84094

phone 1200-249-6982

fax (800) 468-5538

INSURANCE ON LEASED EQUIPMENT

Customer is responsible to provide both casualty and liability insurance on the Equipment that is the subject of this Agreement. Please provide insurance information as requested below or provide a letter to Med One Capital Funding, LLC that Customer intends to "Self Insure" the Equipment.

We intend to Self Insure YES ☒ NO ☐ Self Insurance Contact Info:

We will provide Insurance coverage:

Contact for Insurance Information:

HUB International Northwest

Name of Insurance Company:

Physicians Insurance Mutual

Contact Name:

Contact Email:

Contact Phone: (509) 832-3711

Insurance Company Address:

P.O. Box 850 Sunnyside, WA 98944

Please notify your insurance company that Med One Capital Funding, LLC will contact them to request an insurance certificate.

CUSTOMER ACKNOWLEDGEMENT- SHC Medical Center - Yakima dba, Astria Regional Medical Center

We hereby acknowledge, accept and agree to the terms of this Agreement and have issued our Purchase Order Number.

PURCHASE ORDER NUMBER (required)

TAX PAYER ID NUMBER (required)

If Customer is tax exempt, an exemption certificate must be furnished to Med One Capital Funding, LLC, otherwise use tax will be assessed and added to the lease payment which is reflected above.

SALES TAX EXEMPT YES ☐ NO ☐ SALES TAX EXEMPTION NUMBER

The undersigned hereby acknowledges that they have full power and authority to execute this Agreement in behalf of the Customer listed above. Performance of this Agreement by Customer has been authorized and requires no additional approval or consent by any other person or entity.

This Agreement may be signed by facsimile and in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Customer hereby waives any right it may have under Section 2A-617 of the Uniform Commercial Code or otherwise to revoke its acceptance for any reason whatsoever including but not limited to: i) any assumption by Customer that a nonconformity would be cured; ii) to discover a nonconformity before acceptance; or iii) any Lessor default under the Lease. Customer further hereby waives its rights under Section 2A-401 and 2A-402 of the Uniform Commercial Code to suspend performance of any of its obligations under the Lease with respect to the Equipment hereby accepted.

SHC Medical Center - Yakima dba, Astria Regional Medical Center

Rich Robinson
PRINT NAME

SIGNATURE

CEO
TITLE

11/12/18
DATE

Med One Capital Funding, LLC

PRINT NAME

SIGNATURE

TITLE

DATE



PURCHASE ORDER
MED ONE CAPITAL FUNDING, LLC

10712 South 1300 East, Sandy, Utah 84094

phone (800) 243.5882

fax (800) 468.5528

www.medonecapital.com

SUPPLIER

C.R. Bard, Inc.
P.O. Box 75767
Charlotte, NC 28275

SHIP TO

SHC Medical Center - Yakima dba. Astria
Regional Medical Center

110 S. 9th Avenue
Yakima, WA 98902-3315
CustomerPO: 776-17-026LE

PURCHASE ORDER No.

000026070A

DATE

1/15/2018

TAX EXEMPT No.

PRODUCTS BEING ORDERED

Quantity	Equipment Description	Unit Price	Price
2	50000000E - Arctic Sun 5000E Temperature Management System		\$85,000.00
1	TTM 24/7 Clinical/Technical Support		\$2,500.00
2	On-Site Clinical Training		\$4,500.00
1	Calibration Test Unit (CTU)		\$2,499.00
2	Extended Warranty Two Year Extended Product Warranty		\$9,500.00

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 \$103,999.00

Transportation \$0.00

Sales Tax \$0.00

* GRAND TOTAL \$103,999.00

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:

- 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.
- 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.
- 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.
- 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.
- 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

Copyright 2006 Med One Capital Funding, LLC

Prepared by: Elsie Brown



NOTICE OF DELIVERY AND ACCEPTANCE

10712 South 1300 East, Sandy, Utah 84094

phone: (800) 248.6882

fax: (800) 488.6628

CUSTOMER INFORMATION

SHC Medical Center - Yakima dba, Astria Regional Medical
Center
110 S. 9th Avenue
Yakima, WA 98902-3316
509-575-5000

EQUIPMENT LOCATION

SHC Medical Center - Yakima dba, Astria Regional Medical
Center
110 S. 9th Avenue
Yakima, WA 98902-3316

EQUIPMENT

Quantity	Equipment Description
1	TTM 24/7 Clinical/Technical Support
2	On-Site Clinical Training
2	Extended Warranty Two Year Extended Product Warranty
1	Calibration Test Unit (CTU)
2	60000000E - Arctic Sun 5000E Temperature Management System

TERMS AND CONDITIONS

The Equipment referred to above was received by us on this date and was inspected by us and found to be in good order, condition and repair and is irrevocably accepted by us.

Title to the Equipment shall at all times remain with Med One Capital Funding, LLC. If we fail to make a required rental payment under this Agreement, you (or your assignee) shall have the right to immediate repossession of the Equipment. Med One Capital Funding, LLC may file a UCC-1 statement to provide notification of its ownership of the Equipment. We hereby grant to Med One Capital Funding, LLC power of attorney to sign and file a UCC-1 with the appropriate agency. We accept responsibility for any loss of or damage to the Equipment as well as responsibility for any taxes, which may be assessed against this Equipment.

Eileen Fitchett
PRINT NAME

Manager Materials
TITLE

Materials
DEPARTMENT

Eileen Fitchett
SIGNATURE

509-454-1617
PHONE NUMBER

2-16-18
DATE

PLEASE SIGN AND RETURN TO MED ONE CAPITAL
FAX: 800.468.5528 EMAIL: OPERATIONS@MEDONECAPITAL.COM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 2018-018-2492-9
File Date : 18-Jan-2018

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 248-5882 Fax:	
B. E-MAIL CONTACT AT FILER (optional) laura@medonecapital.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 9739 - MED ONE Med One Capital, Inc 10712 SOUTH 1300 EAST Sandy, UT 84094	
62350307	WAWA

File with: Department of Licensing, WA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 1b, leave all of line 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME SHC MEDICAL CENTER - YAKIMA			
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)
2a MAILING ADDRESS 110 South 9th Avenue		CITY Yakima	STATE POSTAL CODE COUNTRY WA 98902-3315 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 2b, leave all of line 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME Asiria Regional Medical Center			
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)
2c MAILING ADDRESS 110 South 9th Avenue		CITY Yakima	STATE POSTAL CODE COUNTRY WA 98902-3315 USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Med One Capital Funding, LLC			
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)
3c MAILING ADDRESS 10712 S. 1300 E.		CITY Sandy	STATE POSTAL CODE COUNTRY UT 84094 USA

4. COLLATERAL: This financing statement covers the following collateral:
2) 60000000-Arlo Sun 6000E Temperature Management System
1) TTM 24/7 Clinical Technical Support
1) Calibration Test Unit (CTU)

Equipment Location:
SHC Medical Center - Yakima dba
Asiria Regional Medical Center
110 South 9th Avenue
Yakima, WA 98902-3315

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (See UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transacting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignor/Consignor ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:
62350307 CNS008103

FILING OFFICE COPY -- UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/2011)

Prepared by Lien Solutions, P.O. Box 26071,
Glendale, CA 91209-0071 Tel (800) 331-2222

UCC FINANCING STATEMENT ADDITIONAL PARTY
FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME SHC MEDICAL CENTER - YAKIMA	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME				
OR				
19b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S) INITIAL(S)
19c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME				
OR				
20b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S) INITIAL(S)
20c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME				
OR				
21b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S) INITIAL(S)
21c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME MB Financial Bank, N.A.				
OR				
22b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S) INITIAL(S)
22c. MAILING ADDRESS 6111 North River Road		CITY Rossmont	STATE IL	POSTAL CODE COUNTRY 60010 USA

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME				
OR				
23b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S) INITIAL(S)
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

24. MISCELLANEOUS: 02350307-WA-4 0730 - MED ONE CAPITAL INC Med One Capital Funding LLC File with Department of Licensing WA 069008103

iLien Cover Page

Date Printed: 01/18/2018

Debtor:
SHC MEDICAL CENTER - YAKIMA
110 South 9th Avenue
Yakima, WA 98902-3315

Loan #: CMS008103

Loan num:

REF3:

REF4:

Ref5:

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 68932840

Order Confirmation #: 62360307

UserID:

UserName: LAURA STEVENS

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: WA, Department of Licensing

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 248-6882 Fax:	
B. E-MAIL CONTACT AT FILER (optional) laura@medonecapital.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Med One Capital, Inc 10712 SOUTH 1300 EAST Sandy, UT 84094	9739 - MED ONE CAPITAL, INC 62350307 WAWA

File with: Department of Licensing, WA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 1c of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SHC MEDICAL CENTER - YAKIMA				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 110 South 9th Avenue		CITY Yakima	STATE WA	POSTAL CODE 98902-3315
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 1c of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME Astria Regional Medical Center				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 110 South 9th Avenue		CITY Yakima	STATE WA	POSTAL CODE 98902-3315
			COUNTRY USA	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Med One Capital Funding, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 10712 S. 1300 E.		CITY Sandy	STATE UT	POSTAL CODE 84094
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
2) 500000000-Artic Sun 5000E Temperature Management System
1) TTM 24/7 Clinical Technical Support
1) Calibration Test Unit (CTU)

Equipment Location:
SHC Medical Center - Yakima dba
Astria Regional Medical Center
110 South 9th Avenue
Yakima, WA 98902-3315

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessee ☐ Consignee/Consignor ☐ Seller/Buyer ☐ On/for/Borrow ☐ Licensee/Licenseor

8. OPTIONAL FILER REFERENCE DATA:
62350307 CMS008103

FILING OFFICE COPY -- UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by UCC Solutions, P.O. Box 28071,
Spokane, WA 99209-0271 Tel (509) 331-3282

UCC FINANCING STATEMENT ADDITIONAL PARTY
FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME SHC MEDICAL CENTER - YAKIMA	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
20a. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
21a. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
22a. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME MB Financial Bank, N.A.			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
23a. MAILING ADDRESS 6111 North River Road		CITY Rosemont	STATE POSTAL CODE COUNTRY IL 60018 USA

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
24a. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

24. MISCELLANEOUS: 82350397-WA-Q 9739 - MED ONE CAPITAL, INC Mod One Capital Funding, LLC FID 001 Department of Licensing, WA CWS008103

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EXHIBIT C
(Astria Health Proof of Claim No. 420)

NOTICE OF WITHDRAWAL OF
CERTAIN PROOFS OF CLAIM

- 6 -

Ray Quinney & Nebeker P.C.
P.O. BOX 45385
Salt Lake City, UT 84145-0385
Telephone: (801) 532-1500

Fill in this information to identify the case:Debtor 1 Astria Health

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court EASTERN DISTRICT OF WASHINGTONCase number: 19-01189

FILED

U.S. Bankruptcy Court
EASTERN DISTRICT OF WASHINGTON

8/5/2019

Beverly A. Benka, Clerk

**Official Form 410
Proof of Claim**

04/19

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?	<u>Med One Capital Funding, LLC</u>	
	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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Med One Capital Funding, LLC</u> Name <u>Ray Quinney & Nebeker P.C.</u> <u>c/o David H. Leigh, Esq.</u> <u>36 South State Street, Suite 1400</u> <u>Salt Lake City, UT 84111</u> Contact phone <u>801-532-1500</u> Contact email <u>dleigh@rgn.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1



19011891908090000000000001

19-01189-FLH11 Claim 420-1 Filed 06/08/22 Pg 1 of 2

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?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:	7535
7. How much is the claim?	\$ 46533.74	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> 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?	<p>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).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>Equipment Lease Agreement</p>	
9. Is all or part of the claim secured?	<div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: Medical Equipment</div> <div>Basis for perfection: UCC1 Financing Statement</div> <div>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.)</div> <div>Value of property: \$ 52000.00</div> <div>Amount of the claim that is secured: \$ 46533.74</div> <div>Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)</div> <div>Amount necessary to cure any default as of the date of the petition: \$ 21417.44</div> <div>Annual Interest Rate (when case was filed) 8.56 % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>	
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property:	

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply:</i></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) 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).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies</td> <td style="text-align: right;">\$ _____</td> </tr> </table> <p style="font-size: small;">* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.</p>	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) 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).	\$ _____	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____
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<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____												
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____												

Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>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.</p>	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's attorney or authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. <input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>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.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>8/5/2019</u> MM / DD / YYYY</p> <p><u>/s/ /s/ Mark Stevens</u> Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <p>Name <u>/s/ Mark Stevens</u></p> <p>Title <u>SVP Operations</u></p> <p>Company <u>Med One Capital Funding, LLC</u></p> <p>Address <u>10712 South 1300 East</u> <u>Sandy, UT 84094</u> City State ZIP Code</p> <p>Contact phone <u>800-248-5582</u> Email <u>mstevens@medonecapital.com</u></p>
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STATEMENT OF CLAIM OF
MED ONE CAPITAL FUNDING, LLC

Med One Capital Funding, LLC's (along with any subsidiary and/or assignee collectively "Med One") secured claim against the above-identified debtor (the "Debtor") arises out of and relates to that certain *Equipment Lease Agreement*, dated January 9, 2018, and related documents (collectively, the "Equipment Lease Agreement"), copies of which are attached hereto and incorporated herein by this reference. As of the date of this proof of claim, the balance due and owing by the Debtor to Med One under the Equipment Lease Agreement was \$46,533.74 (the "Lease Balance"), which amount included (i) a principal remaining balance due and owing in the amount of \$42,570.00, consisting of nine (9) remaining monthly installment payments in the amount of \$4,730.00 each; (ii) \$1,163.58 in taxes past due and owing; (iii) \$2,327.16 in future taxes to become due and owing; and (iv) late fees in the amount of \$473.00. As of the petition date, the amount past due and owing under the Equipment Lease Agreement was \$21,417.44. Med One respectfully reserves the right to assert that additional amounts are due and owing under the Equipment Lease Agreement as part of Med One's secured claim against the Debtor including, but not limited to, additional post-petition interest, fees, and costs—including attorney fees and costs—to the extent provided for under the Equipment Lease Agreement and as otherwise authorized and allowed by 11 U.S.C. § 506(b).

RESERVATION OF RIGHTS

The assertion by Med One of its claim against the Debtor is not a concession or admission as to the correct characterization or treatment of any such claim, nor a waiver of any rights or defenses of Med One, all of which are hereby expressly reserved. The execution and filing of this Proof of Claim is not and shall not be deemed or construed as: (i) a waiver or release of Med One's rights and claims against any other entity or person liable for all or any part of the claim asserted herein; (ii) a consent by Med One to

the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Med One; (iii) a waiver or release of Med One's right to mediate or arbitrate any dispute, as applicable, including the amount or nature of claim set forth herein or this Proof of Claim; (iv) a waiver or release of Med One's right to trial by jury in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein, whether the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (v) a consent by Med One to a jury trial in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (vi) a waiver or release of Med One's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto, or other proceeding which may be commenced in this case against or otherwise involving Med One; (viii) a waiver or release of Med One's right to setoff under the Bankruptcy Code or recoupment; (ix) an election of remedies that waives or otherwise affects any other remedies; (x) a waiver of any right with respect to any property relating to the debt owed by the Debtor; or (xi) a waiver of Med One's right to assert any additional claims that may be entitled to administrative priority under sections 503 and 507 of the Bankruptcy Code.

Med One respectfully reserves the right to amend this proof of claim to (i) correct any errors or omissions as Med One deems necessary or appropriate including, but not limited to, those relating to the nature, extent, and/or amount of Med One's claim against the Debtor including, but not limited to, any recharacterization of the nature of

Med One's claim against the Debtor; and (ii) provide any additional information and/or documentation in support of Med One's claim against the Debtor to the extent such information or documentation (a) is demanded by the Debtor, or either of them; (b) is required by the Federal Rules of Bankruptcy Procedure; (c) is required by any Order issued by the Bankruptcy Court; (d) is in response to any allegation or determination that the proof of claim is in any way deficient or incomplete; and/or (e) to the extent Med One believes such information or documents is otherwise necessary or appropriate.

Finally, the Debtor is one of several debtors (collectively, the "Astria Health Debtors") and the Bankruptcy Case is one of several jointly administered bankruptcy cases (collectively, the "Astria Health Cases") being jointly administered by the Bankruptcy Court under *In re Astria Health, et al.*, Bankr. Case No. 19-01189-11 (the "Lead Case"). In the event that the Debtor alleges or it is otherwise determined that one or more of the other Astria Health Debtors, and not the Debtor, is liable to Med One under the Equipment Lease Agreement, Med One reserves the right to file a proof of claim in any of the other applicable Astria Health Cases, including the Lead Case, and against any of the other Astria Health Debtors, asserting the claim set forth herein.



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1360 East, Sandy, Utah 84094

phone (800) 243-5682

fax (900) 469 5528

CUSTOMER SHC Medical Center - Yakima dba, Astria
Regional Medical Center

DATE 1/9/2018

ADDRESS 110 S. 9th Avenue
Yakima, WA 98902-3315

AGREEMENT A36979

VENDOR C.R. Bard, Inc.

CONTACT Elleen Fitchett

CONTACT Robert Cancelosi

PHONE 809-454-5174

PHONE 603-705-8090

FAX

EMAIL robert.cancelosi@crbard.com

EMAIL elleen.fitchett@astria.health

QUOTE ID

EQUIPMENT

QTY EQUIPMENT

- | | |
|---|--|
| 2 | Arctic Sun 6000E Temperature Management System - 60000000E |
| 1 | TTM 24/7 Clinical/Technical Support |
| 2 | On-Site Clinical Training |
| 1 | Calibration Test Unit (CTU) |

SOFTWARE AND SERVICE

QTY SOFTWARE OR SERVICE

- | | |
|---|--|
| 2 | Extended Warranty - Two Year Extended Product Warranty |
|---|--|

PRICING

Months 1 - 24

\$4,730.00

First Payment Due

Due Upon Receipt of Equipment

At the end of the lease term or any subsequent extension of the lease term,
Customer may choose from any of the following:

Purchase for \$1,000

TERMS & CONDITIONS

1.) The above pricing does not include and Customer shall be responsible for all costs of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, and taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.

2.) Customer is responsible for any and all loss or damage to the Equipment while the Equipment is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding, LLC. The Equipment is and shall remain the sole property of Med One Capital Funding, LLC and the Customer shall have no interest in the Equipment except the right to use and maintain possession during the lease term. Customer is responsible for, and shall indemnify, defend and hold Med One Capital Funding, LLC and its assigns harmless from and against all costs, expenses, obligations and liabilities relating to or arising as a result of Customer's lease, possession or use of the Equipment, including reasonable attorney's fees and costs. The Equipment shall be kept by Customer subject to inspection by Med One Capital Funding, LLC, free of all security interests, liens, and other claims, in good and efficient working order, condition and repair.



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248,5682

fax (800) 458,5528

3.) The Term of this Agreement begins on the due date of the first payment (listed above), provided that if any item of the Equipment is shipped to Customer before the due date of the first payment the Term shall start on that shipment date and shall be extended by the number of days from and including that date of first shipment to the first payment date. The Term shall continue for the number of months stated above under PRICING.

4.) Customer agrees that it will pay the lease payment reflected above under Pricing to Med One Capital Funding, LLC beginning on the date above under Pricing and thereafter each and every month during the Term of this Agreement. Any past due lease payment is subject to a 6.00 % late fee. If Customer (i) fails to make any payment when due or otherwise breaches the terms of this Agreement, (ii) becomes insolvent or admits its inability to pay its debts as they mature or any bankruptcy is instituted by or against Customer which remains for 60 days undismissed or (iii) any warranty, representation, statement or report made in writing by Customer in this Agreement or in any document or certificate furnished in connection with this Agreement or any financing obtained in connection with this Agreement proves to have been untrue or incorrect in any material respect, Med One Capital Funding, LLC shall be entitled to any and all available legal and equitable remedies including, without limitation, all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse Med One Capital Funding, LLC for all costs incurred to enforce this Agreement including reimbursement for Med One Capital Funding, LLC's reasonably attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to Med One Capital Funding, LLC under this Agreement or the applicable version of the UCC, Med One Capital Funding, LLC shall also be entitled to demand and receive as liquidated damages for loss of bargain and not as a penalty an amount equal to all accrued and unpaid payments plus the present value of the monthly lease payments which would otherwise have accrued from the date of Customer's default to the end of the Term. Such present value shall be computed utilizing a rate of 3% per annum. Such liquidated damages shall be paid whether or not this Agreement is terminated. Customer's rights to purchase the Equipment may be forfeited if payments are not paid timely as herein agreed.

5.) CUSTOMER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF Med One Capital Funding, LLC WHICH MAY BE GRANTED OR WITHHELD IN ITS SOLE DISCRETION, (i) SUBLEASE, ASSIGN, PLEDGE, HYPOTHECATE OR IN ANY OTHER WAY TRANSFER THIS LEASE, THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR (ii) PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN CUSTOMER OR CUSTOMER'S EMPLOYEES. Any assignment, sublease, pledge, hypothecation or transfer for which consent is required hereby and which is made without such consent shall be void. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto. Customer's interest herein shall not be assigned by operation of law.

6.) Med One Capital Funding, LLC HAS NOT MADE AND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER, EXPRESS OR IMPLIED WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT OR ANY PART OR THE DESIGN OR CONDITION THEREOF. Customer, at the time of execution of this Agreement, hereby warrants and represents to Med One Capital Funding, LLC, its assigns, and their respective successors and assigns: (i) that execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part and are not in conflict with its charter or bylaws or with or constitute a breach of or default under any indenture, contract or agreement by which it is bound, or with any statute, judgment, decree, rule or regulation binding upon it; (ii) that no consent or approval of any trustee or holder of any indebtedness or obligation, and no consent or approval of, or taking of any other action with respect to, any governmental authority, is necessary for execution, delivery or performance of this Agreement; (iii) that this Agreement is legal, valid, binding, and enforceable against the Customer in accordance with its terms, subject to enforcement limitations imposed by rules of equity or by bankruptcy or similar laws; (iv) Customer is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation and the jurisdiction(s) where the Equipment will be located and has adequate corporate power to enter into and perform this Agreement; and (v) there are no actions, suits or proceedings pending or, to the knowledge of Customer threatened against or affecting Customer in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on the ability of Customer to perform its obligations under this Agreement.

7.) Med One Capital Funding, LLC may sell or assign its interest in this Agreement and the Equipment, subject to Customer's rights herein. In such event, all the provisions of this Agreement for the benefit of Med One Capital Funding, LLC shall inure to the benefit of such assignee. Customer acknowledges that any assignment or transfer by Med One Capital Funding, LLC permitted under this Agreement shall not materially change Customer's duties or obligations under this Agreement or materially increase the burdens or risks imposed upon Customer. Notwithstanding anything to the contrary in Customer's purchase order, the lease payments and all other amounts due herein shall not be subject to any abatement, recoupment, defense, claim, counter-claim, reduction, set-off, or any other adjustment of any kind for any reason whatsoever.

8.) This Agreement sets forth the entire understanding between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns and may be canceled, modified and amended only by a written instrument executed by both of the parties hereto. This Agreement supersedes any and all previous conversations, understandings and agreements between the parties, all of which are of no further force and effect. No waiver by either party of any breach or default by the other in the performance of or compliance with any obligation under this Agreement shall be deemed to be a waiver of, or in any manner release such other party from compliance with, the performance or compliance with the same or any other obligation under this Agreement in the future. This Agreement shall be governed by and interpreted under the laws of the State of Utah without giving effect to the choice of law principles thereof. Should any provision of this Agreement be held illegal or unenforceable by a court of law, such provision shall be considered deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect. Headings used herein are for informational purposes only and shall not affect the meaning of the terms or the intent of the parties.

9.) This Agreement is presented subject to review and approval of credit and financial information pertaining to the Customer and receipt of Customer's purchase order issued for the term and lease payment reflected in the pricing section above. Customer's purchase order shall be issued to: Med One Capital Funding, LLC (at the address listed above). Customer hereby grants to Med One Capital Funding, LLC an Article 9 Security Interest in the Equipment. Customer hereby authorizes Med One Capital Funding, LLC to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.

10.) This Agreement must be signed and returned to Med One Capital Funding, LLC no later than 2/8/2018, after which time, the pricing commitment will expire.



Med One Capital Funding, LLC

EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy Utah 84094

phone (800) 248.5382

fax (800) 453.5528

INSURANCE ON LEASED EQUIPMENT

Customer is responsible to provide both casualty and liability insurance on the Equipment that is the subject of this Agreement. Please provide insurance information as requested below or provide a letter to Med One Capital Funding, LLC that Customer intends to "Self Insure" the Equipment:

We intend to Self Insure: YES ☒ NO ☐ Self Insurance Contact Info:

We will provide insurance coverage:

Contact for Insurance Information: HUB International Northwest

Name of Insurance Company: Physicians Insurance Mutual Contact Name:

Contact Email:

Contact Phone: (509) 832-3711

Insurance Company Address: P.O. Box 850 Sunnyside, WA 98944

Please notify your insurance company that Med One Capital Funding, LLC will contact them to request an insurance certificate.

CUSTOMER ACKNOWLEDGEMENT - SHC Medical Center - Yakima dba. Astrla Regional Medical Center

We hereby acknowledge, accept and agree to the terms of this Agreement and have issued our Purchase Order Number.

PURCHASE ORDER NUMBER (required)

TAX PAYER ID NUMBER (required)

If Customer is tax exempt, an exemption certificate must be furnished to Med One Capital Funding, LLC, otherwise use tax will be assessed and added to the lease payment which is reflected above.

SALES TAX EXEMPT YES ☐ NO ☐ SALES TAX EXEMPTION NUMBER

The undersigned hereby acknowledges that they have full power and authority to execute this Agreement in behalf of the Customer listed above. Performance of this Agreement by Customer has been authorized and requires no additional approval or consent by any other person or entity.

This Agreement may be signed by facsimile and in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Customer hereby waives any right it may have under Section 2A-517 of the Uniform Commercial Code or otherwise to revoke its acceptance for any reason whatsoever including but not limited to: i) any assumption by Customer that a nonconformity would be cured; ii) to discover a nonconformity before acceptance; or iii) any Lessor default under the Lease. Customer further hereby waives its rights under Section 2A-401 and 2A-402 of the Uniform Commercial Code to suspend performance of any of its obligations under the Lease with respect to the Equipment hereby accepted.

SHC Medical Center - Yakima dba. Astrla Regional Medical Center

Rich Robinson
PRINT NAME

SIGNATURE

CEO
TITLE

11/12/18
DATE

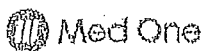
Med One Capital Funding, LLC

PRINT NAME

SIGNATURE

TITLE

DATE



PURCHASE ORDER
MED ONE CAPITAL FUNDING, LLC

10712 South 1300 East, Sandy, Utah 84094

phone (800) 243-5882

fax (800) 468-5528

www.medonecapital.com

SUPPLIER

C.R. Bard, Inc.
P.O. Box 75767
Charlotte, NC 28275

SHIP TO

SHC Medical Center - Yakima dba. Astrla
Regional Medical Center

110 S. 9th Avenue
Yakima, WA 98902-3315
Customer/PO: 776-17-0261.E

PURCHASE ORDER No.

000026070A

DATE

1/15/2018

TAX EXEMPT No.

PRODUCTS BEING ORDERED

Quantity	Equipment Description	Unit Price	Price
2	50000000E - Arctic Sun 5000E Temperature Management System		\$85,000.00
1	TTM 24/7 Clinical/Technical Support		\$2,500.00
2	On-Site Clinical Training		\$4,500.00
1	Calibration Test Unit (CTU)		\$2,499.00
2	Extended Warranty Two Year Extended Product Warranty		\$9,500.00

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 \$103,999.00

Transportation \$0.00

Sales Tax \$0.00

GRAND TOTAL \$103,999.00

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

Copyright 2004 Med One Capital Funding, LLC

Prepared by: Elsho Brown



NOTICE OF DELIVERY AND ACCEPTANCE

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248,6802

fax (800) 480,6528

CUSTOMER INFORMATION

SHC Medical Center - Yakima dba, Astria Regional Medical
Center
110 S. 9th Avenue
Yakima, WA 98902-3316
800-576-5000

EQUIPMENT LOCATION

SHC Medical Center - Yakima dba, Astria Regional Medical
Center
110 S. 9th Avenue
Yakima, WA 98902-3316

EQUIPMENT

Quantity	Equipment Description
1	TTM 24/7 Clinical/Technical Support
2	On-Site Clinical Training
2	Extended Warranty Two Year Extended Product Warranty
1	Calibration Test Unit (CTU)
2	50000000E - Arctic Sun 5000E Temperature Management System

TERMS AND CONDITIONS

The Equipment referred to above was received by us on this date and was inspected by us and found to be in good order, condition and repair and is irrevocably accepted by us.

Title to the Equipment shall at all times remain with Med One Capital Funding, LLC. If we fail to make a required rental payment under this Agreement, you (or your assignee) shall have the right to immediate repossession of the Equipment. Med One Capital Funding, LLC may file a UCC-1 statement to provide notification of its ownership of the Equipment. We hereby grant to Med One Capital Funding, LLC power of attorney to sign and file a UCC-1 with the appropriate agency. We accept responsibility for any loss of or damage to the Equipment as well as responsibility for any taxes, which may be assessed against this Equipment.

Eileen Fitchett
PRINT NAME

Manager Materials
TITLE

Materials
DEPARTMENT

Eileen Fitchett
SIGNATURE

509-454-1674
PHONE NUMBER

2-16-18
DATE

PLEASE SIGN AND RETURN TO MED ONE CAPITAL
FAX: 800.460.5528 EMAIL: OPERATIONS@MEDONECAPITAL.COM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 2016-018-2492-9
File Date : 18-Jan-2018

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 246-5882 Fax:	
B. E-MAIL CONTACT AT FILER (optional) laura@medonecapital.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 9739 - MED ONE Med One Capital, Inc 10712 SOUTH 1300 EAST. Sandy, UT 84094 62350307 WAWA	

File with: Department of Licensing, WA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of line 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME SHC MEDICAL CENTER - YAKIMA			
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX
1c MAILING ADDRESS 110 South 9th Avenue		CITY Yakima	STATE POSTAL CODE COUNTRY WA 98902-3315 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of line 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME Asria Regional Medical Center			
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX
2c MAILING ADDRESS 110 South 9th Avenue		CITY Yakima	STATE POSTAL CODE COUNTRY WA 98902-3315 USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Med One Capital Funding, LLC			
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX
3c MAILING ADDRESS 10712 S. 1300 E.		CITY Sandy	STATE POSTAL CODE COUNTRY UT 84094 USA

4. COLLATERAL: This financing statement covers the following collateral:
2) 60000000-Arto Sun 6000E Temperature Management System
1) TTM 24/7 Clinical Technical Support
1) Calibration Test Unit (CTU)

Equipment Location:
SHC Medical Center - Yakima dba
Asria Regional Medical Center
110 South 9th Avenue
Yakima, WA 98902-3315

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured-House Transaction ☐ A Debtor is a Trustmaking Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

62350307 CMS08103

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/2011)

Prepared by Lien Solutions, P.O. Box 27071,
Glendale, CA 91208-9071 Tel (800) 331-3242

UCC FINANCING STATEMENT ADDITIONAL PARTY
FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME
 SHC MEDICAL CENTER - YAKIMA

OR

18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) (INITIALS) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR

19b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIALS) SUFFIX

19c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR

20b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIALS) SUFFIX

20c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIALS) SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME
 MB Financial Bank, N.A.

OR

22b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIALS) SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 6111 North River Road Rosemont IL 60018 USA

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIALS) SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

24. MISCELLANEOUS: 02350307-WA-0 0730 - MED ONE CAPITAL INC Med One Capital Funding LLC Filer's Department of Licensing WA 02350307

iLien Cover Page

Date Printed: 01/18/2018

Debtor:
SHC MEDICAL CENTER - YAKIMA
110 South 9th Avenue
Yakima, WA 98902-3315

Lease #: CMS008103

Loan num:

REF3:

REF4:

Ref5:

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 66932640

Order Confirmation #: 02350307

UserID:

UserName: LAURA STEVENS

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: WA, Department of Licensing

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 248-6882 Fax:	
B. E-MAIL CONTACT AT FILER (optional) laura@medonecapital.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Med One Capital, Inc 10712 SOUTH 1300 EAST Sandy, UT 84094	9739 - MED ONE CAPITAL, INC 62350307 WAWA

File with: Department of Licensing, WA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 1c of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SHC MEDICAL CENTER - YAKIMA			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))
1c. MAILING ADDRESS 110 South 9th Avenue		CITY Yakima	STATE POSTAL CODE COUNTRY WA 98902-3316 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 1c of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME Astria Regional Medical Center			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))
2c. MAILING ADDRESS 110 South 9th Avenue		CITY Yakima	STATE POSTAL CODE COUNTRY WA 98902-3316 USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Med One Capital Funding, L.L.C.			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))
3c. MAILING ADDRESS 10712 S. 1300 E.		CITY Sandy	STATE POSTAL CODE COUNTRY UT 84094 USA

4. COLLATERAL: This financing statement covers the following collateral:
2) 50000000-Artic Sun 5000E Temperature Management System
1) TTM 24/7 Clinical Technical Support
1) Calibration Test Unit (CTU)

Equipment Location:
SHC Medical Center - Yakima dba
Astria Regional Medical Center
110 South 9th Avenue
Yakima, WA 98902-3316

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transacting Utility <input type="checkbox"/> Agricultural Loan <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessee <input type="checkbox"/> Consignor/Consignee <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Borrower <input type="checkbox"/> Licensor/Licensee	
8. OPTIONAL FILER REFERENCE DATA: 62350307 .CMS008103	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/2011)

Prepared by Ulen Schukow, P.O. Box 29071,
Orem, UT 84059-0711 Tel (801) 331-3262

UCC FINANCING STATEMENT ADDITIONAL PARTY
FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1a was left blank because individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME SHC MEDICAL CENTER - YAKIMA	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
19c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
20c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
21c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME MB Financial Bank, N.A.			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
22c. MAILING ADDRESS 6111 North River Road		CITY Rosemont	STATE POSTAL CODE COUNTRY IL 60018 USA

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX
23c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

24. MISCELLANEOUS: 02356307-WA-0 9730 - MED ONE CAPITAL, INC Med One Capital Funding, LLC Filing with: Department of Licensing, WA CHS008103

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDITIONAL PARTY (Form UCC1AP) (Rev. 08/22/11)

Prepared by Uten Solutions, P.O. Box 28071,
Glendale, CA 91209-9071 Tel (800) 331-3282