

Fill in this information to identify the case:

Debtor Borrego Community Health Foundation

United States Bankruptcy Court for the: Southern District of California
(State)

Case number 22-02384

Official Form 410
Proof of Claim

04/22

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 or 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>CORODATA RECORDS MANAGEMENT, INC.</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? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>CORODATA RECORDS MANAGEMENT, INC.</u> <u>12375 KERRAN STREET</u> <u>POWAY, CALIFORNIA 92064, USA</u>	<u>CORODATA RECORDS MANAGEMENT, INC.</u> <u>PO BOX 842638</u> <u>LOS ANGELES, CA 90084-2638, USA</u>
	Contact phone <u>858-748-1100 EXT 1278</u>	Contact phone <u>858-748-1100 EXT 1278</u>
	Contact email <u>TFONG@CORODATA.COM</u>	Contact email <u>TFONG@CORODATA.COM</u>
	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 _____ <div style="text-align: right;">MM / DD / YYYY</div>	
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? _____	



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

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6589 ____

7. How much is the claim? \$ 2024.35. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
MONTHLY ACCRUING STORAGE FEES PER CA COMCD §7902 AND 11 USC §546 i 1

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: GOODS IN STORAGE.
Basis for perfection: WAREHOUSEMAN LIEN PER P14 OF AGREEMENT AND LAW
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$2024.35
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

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

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



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

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

No

Yes. Check all that apply:

	Amount entitled to priority
<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 \$3,350* 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 \$15,150*) 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.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

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 acknowledgement 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 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 12/07/2022
MM / DD / YYYY

/s/TING FONG
Signature

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

Name TING FONG
First name Middle name Last name

Title SR. ACCOUNTANT

Company CORODATA RECORDS MANAGEMENT, INC.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0670 | International (310) 751-2670

Debtor: 22-02384 - Borrego Community Health Foundation		
District: Southern District of California, San Diego Division		
Creditor: CORODATA RECORDS MANAGEMENT, INC. 12375 KERRAN STREET POWAY, CALIFORNIA, 92064 USA Phone: 858-748-1100 EXT 1278 Phone 2: Fax: Email: TFONG@CORODATA.COM	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
		Has Related Claim: No Related Claim Filed By:
		Filing Party: Authorized agent
Disbursement/Notice Parties: CORODATA RECORDS MANAGEMENT, INC. PO BOX 842638 LOS ANGELES, CA, 90084-2638 USA Phone: 858-748-1100 EXT 1278 Phone 2: Fax: E-mail: TFONG@CORODATA.COM DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: MONTHLY ACCRUING STORAGE FEES PER CA COMCD §7902 AND 11 USC §546 i 1	Last 4 Digits: Yes - 6589	Uniform Claim Identifier:
Total Amount of Claim: 2024.35	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 2024.35 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: GOODS IN STORAGE. Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: WAREHOUSEMAN LIEN PER P14 OF AGREEMENT AND LAW Amount Unsecured:	

Submitted By:

TING FONG on 07-Dec-2022 5:15:49 p.m. Eastern Time

Title:

SR. ACCOUNTANT

Company:

CORODATA RECORDS MANAGEMENT, INC.



Corodata accepts online credit card payments. The process is fast, easy and secure. Questions? Visit us online at www.corodata.com or call 1-800-303-1100.

SEND PAYMENT TO:
PO BOX 842638
LOS ANGELES, CA 90084-2638

FED ID# 33-1039554

TERMS: PAYABLE IN FIFTEEN DAYS.

INVOICE

BORREGO HEALTH
ACCOUNTS PAYABLE
P.O. Box 2369
Borrego Springs, CA 92004

Invoice No. RS4828981 Page #: 1
Date: 8/31/2022
Acct: 016589
Account PO#:
From: 8/1/2022 to 8/31/2022

		RATE	QTY	TOTAL
STORAGE: 8/1/2022 through 8/31/2022				
1 Cube Carton	(0.5800/30 days)	0.5993	111.00	66.53
Record Storage Carton	(0.2900/30 days)	0.2997	4,062.00	1,217.25
Letter Transfercase	(0.8200/30 days)	0.8473	70.00	59.31
Check Carton	(0.3100/30 days)	0.3203	2.00	0.64
3 Cube Carton	(1.6200/30 days)	1.6740	1.00	1.67
			-----	-----
			4,246.00	1,345.40
RECURRING SERVICES				
Digital Services Package		3.9500	1	3.95
			-----	-----
				3.95
			-----	-----
				1,349.35
		Energy Charge @ 5.00%		67.47
			-----	-----
		Total Amount Due		1,416.82

Off-site information at your fingertips

TERMS AND CONDITIONS

1. SERVICES - Corodata shall store and/or service CLIENT's material provided by CLIENT and accepted by Corodata ("Material"). CLIENT may modify or add to the Material, which shall be held and/or serviced under the same terms and conditions as the Material, and will, from the date of tendering for storage and/or service to Corodata, be deemed Material as the term is used herein. CLIENT is responsible for using pre-approved packaging of all Material. Corodata shall be entitled to either reject for pickup Material not packaged in approved packaging, or to accept such Material for pickup, provided that Corodata shall be entitled to re-package the Material at the rates set forth in the Schedule of Rates. CLIENT acknowledges and agrees that Corodata may utilize subcontractors selected and approved by Corodata to service locations outside of Corodata's standard service area. Corodata is under no obligation to review itemized lists or descriptions of contents of Material submitted by CLIENT and such lists or descriptions shall not be considered proof that any contents contained on such lists or descriptions are or were in fact contained in the Material. CLIENT shall provide Corodata with sixty (60) days prior written notice of any material change in CLIENT's service requirements, including, without limitation, Material quantities or transportation arrangements. All services provided to other CLIENT locations hereunder shall be subject to this Agreement, unless otherwise agreed upon in writing by the parties, provided that pricing for such services may vary depending on the location and services provided.

2. ACCEPTANCE - By signing this Agreement or tendering Material for storage and/or other services by Corodata, CLIENT accepts the terms, conditions and rates and other provisions of this Agreement. Corodata may amend these provisions of the Agreement by providing written notice of such amendments to CLIENT. CLIENT may reject the amended provisions, but must do so in writing within thirty (30) days after the date of Corodata's notice. CLIENT's payment of the invoice evidences its assent to any amended provisions in this Agreement.

3. ACCESS TO MATERIAL - Material shall be delivered to CLIENT's authorized representatives. CLIENT represents that its authorized representatives have full authority to order any service for or removal of the Material, and to deliver and receive such Materials. Such order may be given via telephone, electronically, fax, in writing or in person. Corodata shall not be liable to CLIENT for following the instructions of any person representing him or herself as an authorized representative. When service is requested, Corodata shall be given a reasonable time to carry out said instructions. In the Event of a Default, Corodata reserves the right to deny access to or delivery of the Material until such time as CLIENT has cured such Event of Default under this Agreement. CLIENT's authorized representatives shall have the right, at reasonable times and upon reasonable notice, to examine the Material.

4. DELIVERY AND REMOVAL - Corodata shall not be liable for any loss, damage, destruction or unauthorized access to Material in transit, or to Material which may receive sudden and accidental damage. Corodata may charge a permanent removal fee in addition to any other accrued charges when Material is withdrawn from storage or upon termination of this Agreement. Corodata shall deliver all Material permanently removed but not destroyed as instructed by CLIENT at CLIENT's expense.

5. DEFINITION OF LIABILITY

5.1 Corodata shall not be liable to CLIENT or any other third party for any loss, damage or destruction to Material or unauthorized access, acquisition, use, or disclosure, including any Data Disclosure Incident (as defined below), however caused, unless such loss, damage, destruction or unauthorized access resulted from the failure by Corodata to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. Corodata is not an escrow or fiduciary of the Material or to the CLIENT or any third party.

5.2 Corodata's aggregate liability, if any, (a) for any and all claims related to Material shall not exceed \$2.00 per unit of billed storage as set forth in the Schedule of Rates ("Unit of Storage"), which amount CLIENT declares to be the value of the total loss to CLIENT in the event of any such loss, damage, unauthorized access, acquisition, use, disclosure or destruction of Material, unless CLIENT declares an excess valuation and pays an additional monthly charge at an amount provided by Corodata for said excess valuation, in which case, Corodata's liability shall be limited to the amount of the excess valuation per Unit of Storage; and (b) for all other claims shall not exceed the fees paid by CLIENT related to the services that are the subject of the claim during the six (6) months prior to the claim. Such limitations of liability shall apply regardless of the nature of the claim. Corodata shall not be charged with any knowledge of the content of the Material even if Corodata learned or obtained knowledge of the contents.

5.3 Corodata shall not be liable for any special, indirect, incidental, punitive, consequential or similar types of damages, including, without limitation, lost profits, loss of use, notification to third parties under federal, state and/or municipal law, regulation or ordinance, and/or reconstruction, repair, replacement or restoration, regardless of the form of the claim and regardless of whether any such damages were disclosed in advance or foreseeable.

5.4 Material is not insured by Corodata against loss or injury, however caused. CLIENT is advised to insure the Material with its own insurance carrier, to evaluate such policies including, without limitation, data privacy and liability policies, and confirm they contain terms satisfactory to CLIENT to cover the risks associated with this Agreement and to schedule Material and Corodata location(s) in its own insurance policies at declared values. CLIENT shall cause its insurers to waive any right of subrogation against Corodata.

5.5 CLIENT understands and acknowledges that normal deterioration and aging of all Material occurs with time.

5.6 All claims for loss, damage or liability by CLIENT against Corodata, its officers, employees, subcontractors, agents and assigns must be presented in writing to Corodata within a reasonable time and in no event longer than sixty (60) days after CLIENT has knowledge of the circumstances giving rise to these claims.

5.7 Corodata shall not be liable to CLIENT pursuant to this Agreement, unless (a) timely written notice of the claim has been given as provided in Section 5.6 of this Agreement, and (b) unless legal proceedings are commenced for the claim either within the shorter of (i) nine months after date of delivery or return by Corodata of the Material by Corodata to CLIENT, or (ii) nine (9) months after CLIENT has knowledge of the circumstances giving rise to the claim.

5.8 All limitations of liability in Section 5 apply to the entire Agreement and relationship between Corodata and Corodata Affiliates and CLIENT, regardless of whether any action is brought in tort, contract or otherwise.

5.9 Unless caused solely by the intentional misconduct of Corodata, CLIENT agrees to fully indemnify, defend and hold harmless Corodata, its officers, employees, subcontractors, agents and assigns for any liability, cost or expense, including reasonable attorney's fees and costs, that Corodata's officers, employees, subcontractors, agents and assigns may incur as a result of any claims, demands, suits, costs or judgments against it arising out of Corodata's services or its relations with CLIENT or third parties pursuant to this Agreement.

5.10 CLIENT shall bear all costs associated with the investigation and response to a Data Disclosure Incident relating to Material. Data Disclosure Incident is defined as the actual or attempted, unauthorized access to, or use, disclosure, acquisition, modification, exfiltration, theft, loss, or destruction of Material.

6. TERM AND TERMINATION - The term of this Agreement shall commence when signed by both parties and shall continue until either party gives the other party thirty (30) days advance written notice of a termination date and, in the case of a CLIENT termination, an address for delivery of the Material. CLIENT acknowledges that Corodata must reserve space for storage of its deposits in its buildings. If CLIENT terminates this Agreement before the completion of the term for any reason, CLIENT agrees to pay Corodata early termination fees. These fees shall become due as of the effective date of the termination. CLIENT's early termination fees shall be equal to: (1) all unpaid and waived non-recurring charges reasonably expended by Corodata as well as costs incurred by Corodata to establish service to CLIENT; and (2) all recurring charges for the balance of the then current term. If Corodata continues to hold CLIENT's property after any expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all property has been removed from Corodata's facilities. CLIENT acknowledges that, following any termination or expiration of this Agreement, Corodata will not be obligated to deliver more than two hundred fifty Units of Storage per week unless the parties agree otherwise in writing. CLIENT acknowledges that the only way to receive its Material following a termination is by having Corodata deliver such Material, at the fees set forth in the then-current fee schedule, to the local address specified by CLIENT. The terms of Sections 5, 7 and 8 shall survive any termination or expiration of this Agreement.

7. DEFAULT

7.1. The occurrence of any one or more of the following events by CLIENT shall constitute default ("Events of Default"): (a) Failure to pay any sum due hereunder within thirty (30) days of when due; or (b) Breach of any other provision of this Agreement.

7.2. Upon the occurrence of any of the Events of Default, Corodata, at its sole option, may exercise any or all of the following remedies without terminating this Agreement. CLIENT's failure to comply with any of the following demands/deliveries shall constitute an additional default and failure to mitigate damages: (a) Demand payment, in advance, by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of CLIENT; (b) Demand in writing that CLIENT pick up the Material; (c) Deliver the Material to the CLIENT's last-known delivery address; Delivery of Material to CLIENT shall be at CLIENT's sole cost and expense and payment of all outstanding storage, handling and delivery charges must be prepaid to Corodata; (d) Shred the Material, unless prohibited by state or federal statute, upon thirty (30) days advance written notice to CLIENT, in which case CLIENT acknowledges that since the Material has little or no market value, and that the sale of the material would be impossible, the shredding of the Material is the only way for Corodata to mitigate its damage.

7.3. If this Agreement is not terminated, CLIENT shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Material. Alternatively, in the event the Agreement is terminated and Corodata continues to provide services to CLIENT, CLIENT shall continue to pay sums due under this Agreement and Corodata may, at its sole discretion, require CLIENT to pay an advance deposit in an amount equivalent of up to six (6) months storage fees and costs.

7.4. Corodata also has the option to terminate this Agreement, whereupon CLIENT shall pay all damages suffered by Corodata. In the event Corodata takes any action pursuant to Section 7, it shall have no liability to CLIENT or anyone claiming through CLIENT. The exercise by Corodata of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Corodata of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Corodata, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. In the event any action is brought to enforce or establish the amount of payments owed Corodata when CLIENT is in default, the prevailing party shall be awarded attorney's fees and costs.

8. DESTRUCTION OF MATERIAL - Corodata may shred Material upon written instruction from CLIENT, which may be performed as permitted hereunder, as part of a regular schedule or as agreed upon by the parties. CLIENT also agrees that all bins, consoles and other items supplied by Corodata for use by CLIENT in connection with the shred services are the property of Corodata. If CLIENT fails to return all such items in working condition at the completion of the services, CLIENT agrees to reimburse Corodata for their replacement cost. Shredding of the Material shall be at CLIENT's cost and expense. CLIENT releases Corodata from any and all liability by reason of the shredding of such Material pursuant to this paragraph and Section 7.2.d above. CLIENT acknowledges that Corodata may dispose of the Materials by shredding, puncturing, incinerating or any other means that is generally accepted in the industry for disposing of items similar to the Material. References herein to "shredding" shall be understood to include all such methods of disposal. In accordance with generally accepted industry standards and practices, CLIENT acknowledges that CLIENT's Materials provided for shredding may be commingled with shred materials of others prior to shredding and that such materials may be recycled after they are shredded. Corodata will provide services for the secure shredding destruction of the Materials in a professional manner and will furnish a Certificate of Destruction upon CLIENT's request. The services may, at CLIENT's option and as may be further described on an addendum or a separate agreement with Corodata's affiliate, be performed as part of a regular schedule or pursuant to specific directions from CLIENT.

9. OWNERSHIP OF MATERIAL - CLIENT warrants and represents that it is the owner or legal custodian of the Material and has lawful possession of and legal authority to store and authorize servicing of its materials in accordance with the terms and conditions set forth herein. CLIENT agrees that, in event of any litigation or claims involving the Material or Corodata's services, CLIENT shall be liable for all reasonable attorneys fees, costs and expense that Corodata may reasonably incur or become liable to pay in connection therewith. By providing services to CLIENT, Corodata does not own, license, use, or process the Material, and undertakes no responsibilities or duties associated with ownership, licensing, use, or processing of the Material under any law or regulation.

10. ASSIGNMENT - Neither this Agreement nor any rights, liabilities or obligations of CLIENT under this Agreement shall be assigned or transferred by CLIENT without the express consent of Corodata, which Corodata may withhold at its discretion. Until such express written consent is granted by Corodata, CLIENT remains fully liable under this Agreement.

11. COVENANTS - CLIENT agrees to comply with Corodata's Customer Procedure Manual. CLIENT shall encrypt any electronic media stored with Corodata and, should CLIENT fail to do so, CLIENT acknowledges that Corodata shall have no liability to CLIENT or any third parties for any claims, costs or expenses that would have been avoided or diminished had CLIENT encrypted the Material. Limitations of liability apply even if encrypted. CLIENT shall not, at any time, store with Corodata, any narcotics; medical waste, materials considered to be highly flammable, explosive, toxic, or radioactive; organic material, which may attract vermin or insects; or any other materials which are otherwise illegal, dangerous or unsafe to store or handle in an enclosed area, or that is regulated under state, federal or municipal laws, regulations or ordinances relating to the environment or hazardous materials. Corodata reserves the right, but shall not have the obligation, to open and inspect any materials provided to Corodata and to refuse acceptance of materials that fail to comply with Corodata's storage restrictions and guidelines. CLIENT shall not store legal tender, negotiable instruments, precious metals or stones, jewelry, check stock, ticket stock or other items that have intrinsic market value. Corodata shall not be charged with knowledge of the contents of the Material; Corodata shall not be liable for loss of any missing Material unless (i) an addendum is added as part of this Agreement, which expressly includes the obligation for Corodata to inventory the page-level contents of the Material, and (ii) CLIENT establishes such loss occurred due to Corodata's failure to exercise the reasonable care required under Section 5, above.

12. CONFIDENTIALITY - Corodata shall implement and maintain reasonable safeguards designed to protect the confidentiality of CLIENT's information contained in the Material, and shall not intentionally disclose such information to third parties without CLIENT's written consent. Neither party shall be entitled to use the name or trademarks of the other party without the other party's prior written consent. Corodata is authorized to comply with any subpoena, warrant or similar order, provided that Corodata shall notify CLIENT promptly thereof (unless such notice is prohibited by law). CLIENT agrees to reimburse Corodata for its fees, costs and services, including, without limitation, reasonable attorneys fees and costs, related to such compliance.

13. IMAGING - If Corodata performs imaging services for CLIENT, Corodata is not responsible for any errors discovered in the scanned images after the thirty (30) day CLIENT review is complete, or whenever the original material is returned to CLIENT or shredded, whichever comes first. Corodata shall be entitled to follow the instructions of any CLIENT authorized representative regarding the transmission method of any scanned documents, provided that Corodata makes no representation or warranty regarding the security, quality, availability or timeliness of any such transmission method.

14. MISCELLANEOUS - The term "Agreement" as used herein shall be deemed to include this Corodata Services Agreement, these Terms and Conditions, any and all written and signed schedules and addenda. Corodata and CLIENT agree that this Agreement is intended to govern their entire relationship related to the Material and further acknowledge that the obligations, limitations and protections set forth in this Agreement shall apply notwithstanding any previous or subsequent agreements that may be signed by the parties, unless such agreements expressly supersede this Agreement. The terms of this Agreement shall be binding and enforceable upon any successors or assigns of the parties hereto. This Agreement shall constitute a warehouse receipt. There are no implied services, supplies, and equipment or support responsibilities due to CLIENT from Corodata other than those specifically provided for in this Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any and all agreements, arrangements and understandings, whether oral or written, between the parties. Without limiting the foregoing, any CLIENT purchase orders are for CLIENT's internal purposes only, are superseded by this Agreement, and shall not be legally binding upon or enforceable against Corodata. No waiver of any right or remedy shall be effective unless in a mutually signed writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms and effect as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to its conflict of laws principles. Corodata shall have, may exercise, all rights granted to warehousemen by California's Commercial Code. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be deemed to have been given on the second day after mailing if mailed by U.S. First Class Mail. Notice of any change of address must be given by CLIENT to Corodata, in writing and acknowledged in writing by Corodata on the following monthly statement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto. Other than CLIENT's obligation to make payments hereunder, neither party will be liable for delay nor inability to perform caused by acts of God, natural disasters, governmental actions, labor unrest, strikes, lockouts, acts of terrorism, riots, or other causes beyond its reasonable control. All references herein to "days" mean calendar days unless otherwise noted.

15. CORODATA AFFILIATES - CLIENT acknowledges and agrees that Corodata may utilize the services of companies that are owned by, that own or that are under common control with, Corodata including, without limitation, those that provide shredding, imaging, logistics and media vaulting services ("Corodata Affiliates"). CLIENT further acknowledges and agrees that all Corodata benefits and protections set forth in this Agreement, including, without limitation, Section 5, apply to both Corodata and Corodata Affiliates.

16. ARBITRATION - Any dispute, controversy or claim arising out of this Agreement or in connection with the Material or Corodata's services shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard by a single arbitrator selected by parties at the AAA office in San Diego, California. The award may be entered as a judgment of a court of record in the County of San Diego. Corodata and CLIENT shall share equally the cost of arbitration. The arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared valuation of the Material and the limitation of liability of Corodata.



Corodata accepts online credit card payments. The process is fast, easy and secure. Questions? Visit us online at www.corodata.com or call 1-800-303-1100.

SEND PAYMENT TO:
PO BOX 842638
LOS ANGELES, CA 90084-2638

FED ID# 33-1039554

TERMS: PAYABLE IN FIFTEEN DAYS.

INVOICE

BORREGO HEALTH
 ACCOUNTS PAYABLE
 P.O. Box 2369
 Borrego Springs, CA 92004

Invoice No. RS4837845 Page #: 1
 Date: 9/30/2022
 Acct: 016589
 Account PO#:
 From: 9/1/2022 to 9/30/2022

	RATE	QTY	TOTAL
STORAGE: 9/1/2022 through 9/30/2022			
1 Cube Carton (0.5800/30 days)	0.5800	111.00	64.38
Record Storage Carton (0.2900/30 days)	0.2900	4,129.00	1,197.41
Letter Transfercase (0.8200/30 days)	0.8200	70.00	57.40
Check Carton (0.3100/30 days)	0.3100	2.00	0.62
3 Cube Carton (1.6200/30 days)	1.6200	1.00	1.62

		4,313.00	1,321.43
 SERVICES			
Carton Added & Data Entry	1.5000	67.00	100.50
Filefolder Added	1.2000	1.00	1.20
Receive Carton from Cust.	1.9500	67.00	130.65

			232.35
 PRIORITY SERVICES			
Trip Chg - Next Day	WO #01336938 9/12/2022	20.4000	67
			20.40

			20.40
 RECURRING SERVICES			
Digital Services Package	3.9500	1	3.95

			3.95
		=====	
			1,578.13
	Energy Charge @ 5.00%		78.91

			1,657.04
	Total Amount Due		9/1/2022-9/11/2022
			607.53

Off-site information at your fingertips

TERMS AND CONDITIONS

1. SERVICES - Corodata shall store and/or service CLIENT's material provided by CLIENT and accepted by Corodata ("Material"). CLIENT may modify or add to the Material, which shall be held and/or serviced under the same terms and conditions as the Material, and will, from the date of tendering for storage and/or service to Corodata, be deemed Material as the term is used herein. CLIENT is responsible for using pre-approved packaging of all Material. Corodata shall be entitled to either reject for pickup Material not packaged in approved packaging, or to accept such Material for pickup, provided that Corodata shall be entitled to re-package the Material at the rates set forth in the Schedule of Rates. CLIENT acknowledges and agrees that Corodata may utilize subcontractors selected and approved by Corodata to service locations outside of Corodata's standard service area. Corodata is under no obligation to review itemized lists or descriptions of contents of Material submitted by CLIENT and such lists or descriptions shall not be considered proof that any contents contained on such lists or descriptions are or were in fact contained in the Material. CLIENT shall provide Corodata with sixty (60) days prior written notice of any material change in CLIENT's service requirements, including, without limitation, Material quantities or transportation arrangements. All services provided to other CLIENT locations hereunder shall be subject to this Agreement, unless otherwise agreed upon in writing by the parties, provided that pricing for such services may vary depending on the location and services provided.

2. ACCEPTANCE - By signing this Agreement or tendering Material for storage and/or other services by Corodata, CLIENT accepts the terms, conditions and rates and other provisions of this Agreement. Corodata may amend these provisions of the Agreement by providing written notice of such amendments to CLIENT. CLIENT may reject the amended provisions, but must do so in writing within thirty (30) days after the date of Corodata's notice. CLIENT's payment of the invoice evidences its assent to any amended provisions in this Agreement.

3. ACCESS TO MATERIAL - Material shall be delivered to CLIENT's authorized representatives. CLIENT represents that its authorized representatives have full authority to order any service for or removal of the Material, and to deliver and receive such Materials. Such order may be given via telephone, electronically, fax, in writing or in person. Corodata shall not be liable to CLIENT for following the instructions of any person representing him or herself as an authorized representative. When service is requested, Corodata shall be given a reasonable time to carry out said instructions. In the Event of a Default, Corodata reserves the right to deny access to or delivery of the Material until such time as CLIENT has cured such Event of Default under this Agreement. CLIENT's authorized representatives shall have the right, at reasonable times and upon reasonable notice, to examine the Material.

4. DELIVERY AND REMOVAL - Corodata shall not be liable for any loss, damage, destruction or unauthorized access to Material in transit, or to Material which may receive sudden and accidental damage. Corodata may charge a permanent removal fee in addition to any other accrued charges when Material is withdrawn from storage or upon termination of this Agreement. Corodata shall deliver all Material permanently removed but not destroyed as instructed by CLIENT at CLIENT's expense.

5. DEFINITION OF LIABILITY

5.1 Corodata shall not be liable to CLIENT or any other third party for any loss, damage or destruction to Material or unauthorized access, acquisition, use, or disclosure, including any Data Disclosure Incident (as defined below), however caused, unless such loss, damage, destruction or unauthorized access resulted from the failure by Corodata to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. Corodata is not an escrow or fiduciary of the Material or to the CLIENT or any third party.

5.2 Corodata's aggregate liability, if any, (a) for any and all claims related to Material shall not exceed \$2.00 per unit of billed storage as set forth in the Schedule of Rates ("Unit of Storage"), which amount CLIENT declares to be the value of the total loss to CLIENT in the event of any such loss, damage, unauthorized access, acquisition, use, disclosure or destruction of Material, unless CLIENT declares an excess valuation and pays an additional monthly charge at an amount provided by Corodata for said excess valuation, in which case, Corodata's liability shall be limited to the amount of the excess valuation per Unit of Storage; and (b) for all other claims shall not exceed the fees paid by CLIENT related to the services that are the subject of the claim during the six (6) months prior to the claim. Such limitations of liability shall apply regardless of the nature of the claim. Corodata shall not be charged with any knowledge of the content of the Material even if Corodata learned or obtained knowledge of the contents.

5.3 Corodata shall not be liable for any special, indirect, incidental, punitive, consequential or similar types of damages, including, without limitation, lost profits, loss of use, notification to third parties under federal, state and/or municipal law, regulation or ordinance, and/or reconstruction, repair, replacement or restoration, regardless of the form of the claim and regardless of whether any such damages were disclosed in advance or foreseeable.

5.4 Material is not insured by Corodata against loss or injury, however caused. CLIENT is advised to insure the Material with its own insurance carrier, to evaluate such policies including, without limitation, data privacy and liability policies, and confirm they contain terms satisfactory to CLIENT to cover the risks associated with this Agreement and to schedule Material and Corodata location(s) in its own insurance policies at declared values. CLIENT shall cause its insurers to waive any right of subrogation against Corodata.

5.5 CLIENT understands and acknowledges that normal deterioration and aging of all Material occurs with time.

5.6 All claims for loss, damage or liability by CLIENT against Corodata, its officers, employees, subcontractors, agents and assigns must be presented in writing to Corodata within a reasonable time and in no event longer than sixty (60) days after CLIENT has knowledge of the circumstances giving rise to these claims.

5.7 Corodata shall not be liable to CLIENT pursuant to this Agreement, unless (a) timely written notice of the claim has been given as provided in Section 5.6 of this Agreement, and (b) unless legal proceedings are commenced for the claim either within the shorter of (i) nine months after date of delivery or return by Corodata of the Material by Corodata to CLIENT, or (ii) nine (9) months after CLIENT has knowledge of the circumstances giving rise to the claim.

5.8 All limitations of liability in Section 5 apply to the entire Agreement and relationship between Corodata and Corodata Affiliates and CLIENT, regardless of whether any action is brought in tort, contract or otherwise.

5.9 Unless caused solely by the intentional misconduct of Corodata, CLIENT agrees to fully indemnify, defend and hold harmless Corodata, its officers, employees, subcontractors, agents and assigns for any liability, cost or expense, including reasonable attorney's fees and costs, that Corodata's officers, employees, subcontractors, agents and assigns may incur as a result of any claims, demands, suits, costs or judgments against it arising out of Corodata's services or its relations with CLIENT or third parties pursuant to this Agreement.

5.10 CLIENT shall bear all costs associated with the investigation and response to a Data Disclosure Incident relating to Material. Data Disclosure Incident is defined as the actual or attempted, unauthorized access to, or use, disclosure, acquisition, modification, exfiltration, theft, loss, or destruction of Material.

6. TERM AND TERMINATION - The term of this Agreement shall commence when signed by both parties and shall continue until either party gives the other party thirty (30) days advance written notice of a termination date and, in the case of a CLIENT termination, an address for delivery of the Material. CLIENT acknowledges that Corodata must reserve space for storage of its deposits in its buildings. If CLIENT terminates this Agreement before the completion of the term for any reason, CLIENT agrees to pay Corodata early termination fees. These fees shall become due as of the effective date of the termination. CLIENT's early termination fees shall be equal to: (1) all unpaid and waived non-recurring charges reasonably expended by Corodata as well as costs incurred by Corodata to establish service to CLIENT; and (2) all recurring charges for the balance of the then current term. If Corodata continues to hold CLIENT's property after any expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all property has been removed from Corodata's facilities. CLIENT acknowledges that, following any termination or expiration of this Agreement, Corodata will not be obligated to deliver more than two hundred fifty Units of Storage per week unless the parties agree otherwise in writing. CLIENT acknowledges that the only way to receive its Material following a termination is by having Corodata deliver such Material, at the fees set forth in the then-current fee schedule, to the local address specified by CLIENT. The terms of Sections 5, 7 and 8 shall survive any termination or expiration of this Agreement.

7. DEFAULT

7.1. The occurrence of any one or more of the following events by CLIENT shall constitute default ("Events of Default"): (a) Failure to pay any sum due hereunder within thirty (30) days of when due; or (b) Breach of any other provision of this Agreement.

7.2. Upon the occurrence of any of the Events of Default, Corodata, at its sole option, may exercise any or all of the following remedies without terminating this Agreement. CLIENT's failure to comply with any of the following demands/deliveries shall constitute an additional default and failure to mitigate damages: (a) Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of CLIENT; (b) Demand in writing that CLIENT pick up the Material; (c) Deliver the Material to the CLIENT's last-known delivery address; Delivery of Material to CLIENT shall be at CLIENT's sole cost and expense and payment of all outstanding storage, handling and delivery charges must be prepaid to Corodata; (d) Shred the Material, unless prohibited by state or federal statute, upon thirty (30) days advance written notice to CLIENT, in which case CLIENT acknowledges that since the Material has little or no market value, and that the sale of the material would be impossible, the shredding of the Material is the only way for Corodata to mitigate its damage.

7.3. If this Agreement is not terminated, CLIENT shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Material. Alternatively, in the event the Agreement is terminated and Corodata continues to provide services to CLIENT, CLIENT shall continue to pay sums due under this Agreement and Corodata may, at its sole discretion, require CLIENT to pay an advance deposit in an amount equivalent of up to six (6) months storage fees and costs.

7.4. Corodata also has the option to terminate this Agreement, whereupon CLIENT shall pay all damages suffered by Corodata. In the event Corodata takes any action pursuant to Section 7, it shall have no liability to CLIENT or anyone claiming through CLIENT. The exercise by Corodata of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Corodata of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Corodata, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. In the event any action is brought to enforce or establish the amount of payments owed Corodata when CLIENT is in default, the prevailing party shall be awarded attorney's fees and costs.

8. DESTRUCTION OF MATERIAL - Corodata may shred Material upon written instruction from CLIENT, which may be performed as permitted hereunder, as part of a regular schedule or as agreed upon by the parties. CLIENT also agrees that all bins, consoles and other items supplied by Corodata for use by CLIENT in connection with the shred services are the property of Corodata. If CLIENT fails to return all such items in working condition at the completion of the services, CLIENT agrees to reimburse Corodata for their replacement cost. Shredding of the Material shall be at CLIENT's cost and expense. CLIENT releases Corodata from any and all liability by reason of the shredding of such Material pursuant to this paragraph and Section 7.2.d above. CLIENT acknowledges that Corodata may dispose of the Materials by shredding, puncturing, incinerating or any other means that is generally accepted in the industry for disposing of items similar to the Material. References herein to "shredding" shall be understood to include all such methods of disposal. In accordance with generally accepted industry standards and practices, CLIENT acknowledges that CLIENT's Materials provided for shredding may be commingled with shred materials of others prior to shredding and that such materials may be recycled after they are shredded. Corodata will provide services for the secure shredding destruction of the Materials in a professional manner and will furnish a Certificate of Destruction upon CLIENT's request. The services may, at CLIENT's option and as may be further described on an addendum or a separate agreement with Corodata's affiliate, be performed as part of a regular schedule or pursuant to specific directions from CLIENT.

9. OWNERSHIP OF MATERIAL - CLIENT warrants and represents that it is the owner or legal custodian of the Material and has lawful possession of and legal authority to store and authorize servicing of its materials in accordance with the terms and conditions set forth herein. CLIENT agrees that, in event of any litigation or claims involving the Material or Corodata's services, CLIENT shall be liable for all reasonable attorneys fees, costs and expense that Corodata may reasonably incur or become liable to pay in connection therewith. By providing services to CLIENT, Corodata does not own, license, use, or process the Material, and undertakes no responsibilities or duties associated with ownership, licensing, use, or processing of the Material under any law or regulation.

10. ASSIGNMENT - Neither this Agreement nor any rights, liabilities or obligations of CLIENT under this Agreement shall be assigned or transferred by CLIENT without the express consent of Corodata, which Corodata may withhold at its discretion. Until such express written consent is granted by Corodata, CLIENT remains fully liable under this Agreement.

11. COVENANTS - CLIENT agrees to comply with Corodata's Customer Procedure Manual. CLIENT shall encrypt any electronic media stored with Corodata and, should CLIENT fail to do so, CLIENT acknowledges that Corodata shall have no liability to CLIENT or any third parties for any claims, costs or expenses that would have been avoided or diminished had CLIENT encrypted the Material. Limitations of liability apply even if encrypted. CLIENT shall not, at any time, store with Corodata, any narcotics; medical waste, materials considered to be highly flammable, explosive, toxic, or radioactive; organic material, which may attract vermin or insects; or any other materials which are otherwise illegal, dangerous or unsafe to store or handle in an enclosed area, or that is regulated under state, federal or municipal laws, regulations or ordinances relating to the environment or hazardous materials. Corodata reserves the right, but shall not have the obligation, to open and inspect any materials provided to Corodata and to refuse acceptance of materials that fail to comply with Corodata's storage restrictions and guidelines. CLIENT shall not store legal tender, negotiable instruments, precious metals or stones, jewelry, check stock, ticket stock or other items that have intrinsic market value. Corodata shall not be charged with knowledge of the contents of the Material; Corodata shall not be liable for loss of any missing Material unless (i) an addendum is added as part of this Agreement, which expressly includes the obligation for Corodata to inventory the page-level contents of the Material, and (ii) CLIENT establishes such loss occurred due to Corodata's failure to exercise the reasonable care required under Section 5, above.

12. CONFIDENTIALITY - Corodata shall implement and maintain reasonable safeguards designed to protect the confidentiality of CLIENT's information contained in the Material, and shall not intentionally disclose such information to third parties without CLIENT's written consent. Neither party shall be entitled to use the name or trademarks of the other party without the other party's prior written consent. Corodata is authorized to comply with any subpoena, warrant or similar order, provided that Corodata shall notify CLIENT promptly thereof (unless such notice is prohibited by law). CLIENT agrees to reimburse Corodata for its fees, costs and services, including, without limitation, reasonable attorneys fees and costs, related to such compliance.

13. IMAGING - If Corodata performs imaging services for CLIENT, Corodata is not responsible for any errors discovered in the scanned images after the thirty (30) day CLIENT review is complete, or whenever the original material is returned to CLIENT or shredded, whichever comes first. Corodata shall be entitled to follow the instructions of any CLIENT authorized representative regarding the transmission method of any scanned documents, provided that Corodata makes no representation or warranty regarding the security, quality, availability or timeliness of any such transmission method.

14. MISCELLANEOUS - The term "Agreement" as used herein shall be deemed to include this Corodata Services Agreement, these Terms and Conditions, any and all written and signed schedules and addenda. Corodata and CLIENT agree that this Agreement is intended to govern their entire relationship related to the Material and further acknowledge that the obligations, limitations and protections set forth in this Agreement shall apply notwithstanding any previous or subsequent agreements that may be signed by the parties, unless such agreements expressly supersede this Agreement. The terms of this Agreement shall be binding and enforceable upon any successors or assigns of the parties hereto. This Agreement shall constitute a warehouse receipt. There are no implied services, supplies, and equipment or support responsibilities due to CLIENT from Corodata other than those specifically provided for in this Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any and all agreements, arrangements and understandings, whether oral or written, between the parties. Without limiting the foregoing, any CLIENT purchase orders are for CLIENT's internal purposes only, are superseded by this Agreement, and shall not be legally binding upon or enforceable against Corodata. No waiver of any right or remedy shall be effective unless in a mutually signed writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms and effect as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to its conflict of laws principles. Corodata shall have, may exercise, all rights granted to warehousemen by California's Commercial Code. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be deemed to have been given on the second day after mailing if mailed by U.S. First Class Mail. Notice of any change of address must be given by CLIENT to Corodata, in writing and acknowledged in writing by Corodata on the following monthly statement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto. Other than CLIENT's obligation to make payments hereunder, neither party will be liable for delay nor inability to perform caused by acts of God, natural disasters, governmental actions, labor unrest, strikes, lockouts, acts of terrorism, riots, or other causes beyond its reasonable control. All references herein to "days" mean calendar days unless otherwise noted.

15. CORODATA AFFILIATES - CLIENT acknowledges and agrees that Corodata may utilize the services of companies that are owned by, that own or that are under common control with, Corodata including, without limitation, those that provide shredding, imaging, logistics and media vaulting services ("Corodata Affiliates"). CLIENT further acknowledges and agrees that all Corodata benefits and protections set forth in this Agreement, including, without limitation, Section 5, apply to both Corodata and Corodata Affiliates.

16. ARBITRATION - Any dispute, controversy or claim arising out of this Agreement or in connection with the Material or Corodata's services shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard by a single arbitrator selected by parties at the AAA office in San Diego, California. The award may be entered as a judgment of a court of record in the County of San Diego. Corodata and CLIENT shall share equally the cost of arbitration. The arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared valuation of the Material and the limitation of liability of Corodata.