

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE DISTRICT OF DELAWARE**

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<b>In re:</b>	)	Chapter 11
	)	
<b>SC HEALTHCARE HOLDING, LLC <i>et al.</i>,</b>	)	Case No. 24-10443 (TMH)
	)	
<b>Debtors.<sup>1</sup></b>	)	Jointly Administered
	)	
	)	<b>Related to Docket Nos. 264 &amp; 535</b>

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**SUMNERONE, INC.’S OBJECTION TO PROPOSED CURE COST**

SumnerOne, Inc., a Missouri corporation (“SumnerOne”), by and through its undersigned counsel, herby submits this objection to the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 535] (the “Cure Notice”) related to the Proposed Cure Cost for certain assumed contracts described further therein, and in support thereof respectfully states as follows:

1. On March 21, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed petitions for relief under Chapter 11 of Title 11 with the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. On May 1, 2024, the Debtors filed the *Motion for Entry of (A) an Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors Assets Free and Clear of All Encumbrances Other than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form*

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<sup>1</sup> The last four digits of SC Healthcare Holdings, LLC’s tax identification number is 2584. The mailing address for SC Healthcare Holdings, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to the large number of debtors in these Chapter 11 Cases, whose cases are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information is available on a website of the Debtors’ claims and noticing agent at [www.kccllc.net/Petersen](http://www.kccllc.net/Petersen).



*and Manner of Notice Thereof, (III) Authorizing the Debtors to Enter Into the Stalking Horse Purchase Agreement, and (IV) Granting Related Relief; and (B) an Order (I) Approving Asset Purchase Agreement, (II) Authorizing the Sale of all or Substantially All of the Debtors Assets Free and Clear of all Encumbrances Other than Assumed Liabilities and Permitted Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 264] (the “Sale Motion”).

3. On June 18, 2024, the Debtors filed the Cure Notice related to the Sale Motion.

4. Attached to the Cure Notice as **Exhibit A** is a list of each of the Assigned Contracts<sup>2</sup> that may be assumed and assigned in connection with the Sale Motion and the Sale Transactions with a Successful Bidder as well as the Debtors’ calculation of the Cure Costs with respect thereto (the “Assumption Schedule”).

5. Pursuant to the Cure Notice, SumnerOne objects to the recitation of SumnerOne related Assigned Contracts that may be assumed and assigned in connection with the Sale Motion and Sale Transactions, and objects to the calculation of the Cure Costs with respect thereto.

6. The Cure Notice requires that objections: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state, with particularity, the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (d) conform to the Bankruptcy Rules and the Local Rules; and (e) be filed with the Court no later than July 3, 2024, at 5:00 P.M. Eastern time.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to such terms in the Order (I) Approving (A) Bidding Procedures and (B) Assumption and Assignment Procedures and (II) Granting Related Relief [Docket No. 341] (the “Bid Procedures Order”).

7. The name and address of the objecting party is SumnerOne, Inc., P.O. Box 5180, St. Louis, Missouri 63139.

8. The amount and nature of the claim or interest of the SumnerOne is that the SumnerOne leases and maintains printers and copiers to and for Petersen Health Care, Inc., one of the Debtors herein (“Petersen”).

9. The Assumption Schedule lists: (i) a Lease Agreement dated April 18, 2018; (ii) a Copier/Printer Maintenance Agreement; and (iii) a Lease Agreement dated May 14, 2021.

10. However, SumnerOne has the following existing contracts with Petersen, to wit: (i) a Lease Agreement, dated May 13, 2016, as renewed by that certain paragraph 5 thereto, (ii) a Lease Agreement, dated April 18, 2018, as renewed by that certain paragraph 5 thereto, (iii) a Lease Agreement, dated June 10, 2021, and (iv) a Lease Agreement, dated March 31, 2022 (collectively, the “Lease Agreements”), which are attached hereto as **Exhibit 1**.

11. Accordingly, if the Debtors revise the Assumption Schedule to reflect the four contracts that SumnerOne maintains with Petersen, then it would obviate SumnerOne’s objection herein.

12. Additionally, the Assumption Schedule recites \$108,600.16 as the proposed cure amount. However, SumnerOne contends that \$275,228.29 is the amount necessary to cure the current defaults under the Lease Agreements. Attached hereto as **Exhibit 2** is a report of each invoice, its date, and the amount due under each of the respective Lease Agreements.

13. Accordingly, if the Debtors revised the Assumption Schedule to reflect the cure cost that SumnerOne contends exists under the Lease Agreements with Petersen, viz. \$275,228.29 and accurately reflects the Lease Agreements between SumnerOne and Petersen, then it would obviate

SumnerOne's objection. Should the Debtors not make such modifications, SumnerOne hereby objects to the Cure Notice as set forth herein.

Dated: July 3, 2024  
Wilmington, Delaware

*/s/ Domenic E. Pacitti*

\_\_\_\_\_  
Domenic E. Pacitti (DE Bar No. 3989)

**KLEHR HARRISON HARVEY BRANZBURG LLP**

919 Market Street, Suite 1000

Wilmington, Delaware, 19801-3062

Telephone: (302) 426-1189

Email: dpacitti@klehr.com

-and-

**AEGIS Law**

Eric J. Langston (admission *pro hac vice* pending)

(Mailing)

601 S. Lindbergh Blvd.

Frontenac, MO 63131

(Physical)

222 Third Ave. SE

Suite 501, Office 6

Cedar Rapids, IA 52401

Telephone: (319) 435-9793

Email: elangston@aegislaw.com

*Counsel to SumnerOne, Inc.*

**Exhibit 1**

**Lease Agreements**

[Attached]



**LEASE AGREEMENT**

P.O. Box 2222, St. Louis, Missouri 63139  
Phone: 314-633-8000

<b>LESSEE</b>	Full Legal Name <b>Petersen Health Care, Inc.</b>					Phone Number w/Area Code
	DBA Name (if any)					Purchase Order Number
	Billing Address <b>830 West Trailcreek Drive</b>			City <b>Peoria</b>	State <b>IL</b>	Zip Code <b>61614</b>
	Equipment Location (if not same as above) <b>see attached equipment list - Schedule A</b>			City	State	Zip Code

Quantity	Equipment / Model & Description	Quantity	Equipment / Model & Description
40	Kyocera TA-4501i	51	PF-740 B Dual 1,500 Sheet
11	Kyocera TA-5501i	31	Kyocera Ecosys M3545idn
51	DP -772 Dual Scan Doc Feed	31	SD-144 1GB memory (Fax,Copy,Scan, Print)
51	DF-770 1,000 Sheet Finisher		
51	JS-731 Outer Job Separator		
51	Fax System (W)B		
51	AK-731 Attachment Kit (Fax,Copy,Scan, Print)		

<b>SERVICE</b>	This lease <input type="checkbox"/> DOES include service as detailed on attached Service Addendum
	This lease <input checked="" type="checkbox"/> DOES NOT include service

You acknowledge and agree that, in reliance upon your signature below, LESSOR will incur costs to acquire and prepare the above listed equipment for your use under this Agreement. You agree to all the Terms and Conditions contained in both sides of this Agreement, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Agreement for the full term shown above.

<b>LESSEE SIGNATURE</b>	Signature	Print Name <b>Mark B. Petersen, Manager</b>
	Title	Date
<b>LESSEE SIGNATURE</b>	Signature	Print Name
	Title	Date

**Petersen Health Care, Inc.**

AGREEMENT MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE

<b>PAYMENT INFO</b>	# of Lease Payments	Lease Payment	Sales Tax	Total Pymt
	60	\$16,851.75		\$16,851.75
	Term of Lease In Months	Payment Frequency		
	60	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other		

THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT IS NOT A CONTRACT UNTIL SIGNED AND ACCEPTED BY THE CORPORATE OFFICES OF THE LESSOR.

<b>LESSOR</b>	Lessor Signature	Date
	Print Name	Title
	For Sumner Group, Inc. dba Datamax Leasing Division	
	Agreement Number	Agreement Commencement Date

**TERMS AND CONDITIONS**

The words YOU and YOUR mean the LESSEE. The words WE, US and OUR refer to the LESSOR.

- Lease ("Agreement"): We agree to lease to you and you agree to lease from us the equipment listed above (Equipment). You promise to pay us the lease payment according to the payment schedule shown above including late charges as applicable thereto, now existing or hereafter created or arising.
- Term and Lease, Late Payment: The initial term shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of lease shall be payable in advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all lease and any additional expenses chargeable under this Agreement shall be paid in full. LESSEE's obligation to pay the lease and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If any installment of lease or other sum owing under this Agreement is not paid when due, LESSEE shall pay LESSOR a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies LESSOR may have.

(Terms and Conditions continued on the reverse side of this agreement)

To cause the LESSOR to enter into this Agreement, each person who signs below as a "Guarantor" unconditionally guarantees to LESSOR the prompt payment when due of all LESSEE'S obligations under this Agreement. This means that if the LESSEE fails to pay any money that is owed under this Agreement, each Guarantor will pay such sum upon demand by LESSOR. Each Guarantor agrees that he or she will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor agrees to be liable even if the LESSOR does one or more of the following: (a) gives the LESSEE more time to pay one or more payments; (b) gives a re-lease in full or in part to any of the other Guarantors or the LESSEE; or (c) fails to notify the Guarantor of a default under this Agreement. Each Guarantor also agrees to pay the LESSOR for any costs or attorney fees incurred in enforcing the Guaranty. The use of my corporate or official title is only to identify my position in the company and in no way negates my personal guarantee or liability.

<b>GUARANTY</b>	Signature	Date
	Print Name	
	Home Address	
	Social Security #	Phone
<b>GUARANTY</b>	Signature	Date
	Print Name	
	Home Address	
	Social Security #	Phone

TERMS AND CONDITIONS (CONTINUED)

3. **No Warranties:** We are renting the Equipment to you "As Is." We will transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFINGEMENT. THE LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF RENT OR RELEASE OF LESSEE FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (iii) THE USE OR THE PERFORMANCE OF THE EQUIPMENT, (iv) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, AND ANY INABILITY TO OBTAIN THE EQUIPMENT OR DELAYS IN SHIPPING, OR (v) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING UPON THE LESSEE'S ACCEPTANCE OF THE EQUIPMENT. THIS LEASE IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION WITHOUT THE CONSENT OF THE LESSOR. Neither manufacturer nor any agent of the supplier or manufacturer is an agent of LESSOR, or is authorized to waive or modify any term or condition of this agreement.
4. **Lessorship:** We are the LESSOR of the Equipment and have title to the Equipment. This agreement is intended by LESSOR and LESSEE to be a true Lease and not a sale, and nothing contained herein shall be construed to give LESSEE any right, title, interest in the Equipment, except as a LESSEE of the Equipment. Both the LESSOR and the LESSEE agree that the remaining useful life of the Equipment exceeds the original term of the Lease. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement of other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and re-recorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filing, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement.
5. **Re-delivery and Renewal:** If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months. It is your responsibility to advise us in writing at least 30 days prior to expiration of your intention to either return the Equipment or continue the Lease. Provided you have given timely notice of your intention to return the Equipment, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us.
6. **Maintenance, Risk of Loss and Insurance:** You are responsible for keeping the Equipment in good working order consistent with manufacturer guidelines and serviced by Vendor Authorized Servicing Dealers approved by the Lessor, unless this Lease includes the full service addendum, attached herewith, in which case except for failure to providing suitable installation environment, approved supplies, neglect, fire, act of God, vandalism, misuse, alteration, any modification or maintenance not performed by our representatives, or the use of the Equipment for other than the purposes and to the capacity for which it was designed. We are responsible for keeping the Equipment in good working order, except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay Lease payment(s). You agree during the term of this Agreement to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You shall furnish us with certificates of such insurance or copies of policies upon request, and shall furnish us with renewal certificates not less than ten (10) days prior to the renewal date. If you fail to maintain insurance or provide evidence of insurance in accordance with the terms of this paragraph, you agree that we have the right but not the obligation to obtain such insurance, in which event you pay us for all costs thereof. You agree to promptly notify any appropriate insurer and us of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide us with all data pertinent to such occurrence.
7. **Indemnity:** We are not responsible for any losses or injuries caused by the installation (unless LESSOR performs installation) or use of the Equipment. You agree to indemnify us for and to defend and hold us harmless against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment, the use thereof, or the possession thereof, unless resulting from the direct actions of the LESSOR, its employees or authorized agents.
8. **Taxes/Fees and Liens:** You agree to pay when due or reimburse us for all taxes, (including but not limited to sales/use, personal property) fees, fines and penalties relating to use or possession of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency. This transaction may be subject to the sales/use tax laws of the state in which the Equipment is located. You authorize us to advance the tax and increase your monthly payment for the tax applicable. LESSEE shall, at its expense, protect and defend LESSOR's title against all persons claiming against or through LESSEE, and shall at all times keep the Equipment free from any legal process whatsoever, including, but not limited to, liens, attachments levies and executions. LESSEE shall give immediate written notice to LESSOR of any legal actions, liens attachments, levies or executions against the Equipment and shall indemnify LESSOR from all loss caused thereby.
9. **Location of Equipment:** You will keep and use the Equipment only at your address shown. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.
10. **Default:** You shall be in default under this Agreement if you: (a) fail to pay the Lease or any other payment hereunder when due, (b) fail to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after LESSOR shall have given LESSEE written notice of default with respect thereto, (c) become insolvent; (d) make an assignment for the benefit of creditors; (e) have a receiver, trustee, conservator or liquidator appointed with or without your consent; (f) dissolve or pass a resolution to windup or liquidate; (g) have a secured party take possession of all or substantially all of your assets; (h) have an execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of your assets; (i) fail to make a payment under any other agreement between us when due; (j) default under any other agreement between us; or (k) are generally unable to pay your debts as they become due.
11. **Remedies:** Upon your default under this Agreement, any obligation of ours to lease Equipment or items thereof to you shall terminate. Upon your default under this Agreement, we may, at our option, (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by you of the applicable covenants of this Agreement or to recover damages for breach thereof; and/or (b) without notice or demand, conservator or liquidator appointed with or without your consent; (f) dissolve or pass a resolution to windup or liquidate; (g) have a secured party take possession of all or substantially all of your assets; (h) have an execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of your assets; (i) fail to make a payment under any other agreement between us when due; (j) default under any other agreement between us; or (k) are generally unable to pay your debts as they become due.
12. **Assignment:** You have no right to sell, transfer or assign this Agreement, sublease the Equipment or permit the Equipment to be used by anyone other than the LESSEE without our prior written consent. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new LESSOR will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new LESSOR will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
13. **Consent to Jurisdiction and Governing Law:** THIS AGREEMENT SHALL, IN ALL RESPECTS, BE CONSTRUED TO HAVE BEEN MADE IN THE STATE OF MISSOURI. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. THE LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MISSOURI, ST. LOUIS COUNTY, OR OF ANY FEDERAL COURT LOCATED IN SUCH STATE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL TO THE LESSEE AT ITS ADDRESS SET FORTH HEREIN, PROVIDED THAT REASONABLE TIME FOR APPEARANCE IS ALLOWED. LESSEE, TO THE EXTENT PERMITTED BY LAW, WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED BY THE SECTION 2A-509 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.
14. **Customer P.O.:** You agree that any Purchase Order issued to us covering the Lease of this Equipment, is issued for purposes of authorization, and none of its terms and conditions shall modify the terms of this Agreement upon the execution thereof.
15. **Force Majeur:** If the performance by LESSOR of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of LESSOR which cannot be overcome by reasonable diligence and without unusual expense, LESSOR shall be excused from such performance to the extent that such event shall continue to prevent, hinder or delay such performance. If such condition(s) shall prevent performance permanently of any of LESSOR's obligations hereunder, LESSOR shall notify LESSEE, as soon as reasonably practicable thereafter, in writing, of the nature and extent thereof and LESSOR shall be excused from all further performance hereunder.
16. **Entire Agreement:** This Agreement and attached Maintenance Agreement if referenced on front of Lease, contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the authorized parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplemental contracts, which shall become part of this Agreement. No amendments or changes to this Agreement shall be effective unless made in writing separate herefrom and signed by the parties hereto in accordance with the original requirements for acceptance.
17. **Waiver:** The failure by the LESSOR, after any default by LESSEE, to exercise any right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the LESSEE, shall not be a waiver of any such default or right to which the LESSOR is entitled, nor shall it in any way affect the right of the LESSOR to enforce such provisions at a later date.
18. **Severability:** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then, such provision shall be deemed inapplicable and omitted, but shall not invalidate or affect the remaining provisions of this Agreement.
19. **Notice:** All written notices, consents, and other communications required or permitted under this Agreement shall be made in writing and shall be (as elected by the person or entity given such notice) (a) hand delivered by messenger or courier service, (b) delivered by express courier service (e.g., FedEx), (c) mailed by registered or certified mail (postage prepaid), return receipt requested, to the address listed for LESSOR and LESSEE on page 1 of this Agreement unless a different address is provided below or to such other address as LESSOR or LESSEE may specify in writing given in accordance with this paragraph.  
 If to LESSOR: Sumner Group Inc. Leasing Division Attn: Secretary/Treasurer Address: 6717 Waldemar Ave. St. Louis, MO 63139  
 If to LESSEE: \_\_\_\_\_ Attn: \_\_\_\_\_ Address: \_\_\_\_\_
20. **Miscellaneous:** This Agreement inures to the benefit of, and is binding upon the parties hereto and their respective heirs, legatees, personal representatives, successors and assigns. If more than one LESSEE is named in this Agreement, the liability of each shall be joint and several. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Lease and all of which, when taken together, will be deemed to constitute one and the same lease. The exchange of copies of this Lease and of signature pages by facsimile and/or email shall constitute effective execution and delivery as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile and/or email shall be deemed to be their original signatures for all purposes whatsoever.

Customer Initial: \_\_\_\_\_



# MaxCare Agreement

6717 Waldemar Ave, St. Louis, MO 63139, (314) 633-1400, (800) 325-9299

BILL TO CUSTOMER INFORMATION:				SHIP TO CUSTOMER INFORMATION:			
COMPANY NAME Petersen Health Care, Inc.				COMPANY NAME			
ADDRESS LINE 1 830 West Trailcreek Drive				ADDRESS LINE 1 Various locations			
ADDRESS LINE 2				ADDRESS LINE 2			
CITY Peoria	STATE IL	ZIP CODE 61614		CITY	STATE	ZIP CODE	
PHONE # 309-691-8113	EMAIL			PHONE #	EMAIL		
CONTACT NAME Marikay Snyder		FAX #		CONTACT NAME		FAX #	
BILL TO ACCOUNT #		PURCHASE ORDER #		SHIP TO ACCOUNT #			
SALES REP Clint Hamel		TERRITORY #	ORDER DATE	BEGINNING DATE	ADD TO EXISTING TANDEM NUMBER		

EQUIPMENT COVERED:	SERIAL #	ID	BEGINNING METER	COMMENTS
see attached equipment list - schedule A				For any device that is not reporting using the Onsite DCA
				The meter will be estimated each month using the
				historical data provided by the customer. The actual
				meter reading must be reported quarterly in order to
				reconcile estimates to actuals. The customer shall
				provide an actual meter reading when service history
				meters are not available.

**SERVICE PLANS:**

**SERVICE PLAN 1** - Coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies. Excludes staples, binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 1A** - Coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies, including Staples. Excludes binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 2** - Coverage includes all parts, labor and photoconductors.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppresser that provides such protection is recommended.

**ALL INFORMATION IN THIS AREA IS REQUIRED: Onsite / Meter Collection / Print/Releaf Contacts**

1 Onsite Installation IT Contact Name \_\_\_\_\_ Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

2 **AUTO TONER FULFILLMENT**  YES  NO **AFTER SUCCESSFUL INSTALLATION OF ONSITE**

3 Meter Read Contact Name \_\_\_\_\_ Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

4 Print/Releaf Marketing Contact Name \_\_\_\_\_ Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

**BILLING OPTIONS:**

**BASE BILLING**  MONTHLY  QUARTERLY  ANNUALLY (Annual billing includes 5% discount)  
 \_\_\_\_\_ will be billed in advance 0.0085 8-1/2 x 11 B&W Per Pages and / or n/a 8-1/2 x 11 Color Pages

**BILLING IN LEASE** The monthly lease payment includes \_\_\_\_\_ 8-1/2 x 11 B&W Pages and / or \_\_\_\_\_ 8-1/2 x 11 Color Pages

**CLICK BILLING**  MONTHLY  QUARTERLY  ANNUALLY  
 All / Additional pages will be billed in arrears at \_\_\_\_\_ Per B&W Page and / or \_\_\_\_\_ Per Color Page  
 Level 3

**COLOR TIER PRICING** \_\_\_\_\_ Per Color Page \_\_\_\_\_ Per Color Page  
 Level 1 Level 2

If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By:  
Datamax

Company Name  
Petersen Health Care, Inc.

Date  
9/13/16

Approved By:

Approved By:

Title

X **Mark B. Petersen, Manager**

**Electrical Power Requirements:** It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at Datamax's current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.



The aforementioned equipment is covered under the terms and conditions of this Agreement by Datamax, referred to as "Company." The Standard Maintenance Agreement is referred to as "Agreement."

Managed Service Guarantee

**5 Year Unconditional Replacement Guarantee**

If Datamax is unable to consistently maintain the equipment to the Manufacturer's specifications and the machine does not meet the Customer's satisfaction during the term of the Agreement, Datamax shall replace, upon Customer's request, the Equipment with a comparable copier/printer (which may be a new or newly refurbished machine) at no charge to Customer. The original equipment must be purchased from Datamax and be continuously under coverage of this Agreement. Customer shall make such request for a replacement copier/printer in writing to: Datamax, Attention Customer Service, 6717 Waldemar Ave, St Louis MO 63139. 5 years for new MFP copiers; 3 years for refurbished or used.

**Response Time Guarantee**

The Company guarantees a 1-4 hour response time for service for all MFP copiers new or refurbished (laser printers and fax 1-8 hours) (excluding scheduled Pre-ventive Maintenance calls) within the St. Louis metropolitan area Monday through Friday, 8:00 am until 5:00 pm, excluding holidays. The Company's response time is calculated by recording the time we received your call and subtracting it from the time our technician is on location to repair the equipment.

**Fixed Service Pricing Guarantee**

Datamax guarantees the price charged for the first 36 months of this agreement will remain the same as shown on the face hereof. If the base price and/or pricing for a specific number of copies are included in a Lease payment, the base price and/or copy charges, as well as any overage charges will be fixed for the initial term of the Lease. This guarantee also applies to existing printers under the Datamax Cost Per Page Printer Service Program.

Terms & Conditions

- 1 In consideration of the performance and observance by the customer of the terms and conditions herein, the Company agrees, subject to terms and conditions herein, to perform preventative maintenance of lubrication, ordinary and necessary adjustments on the described equipment according to manufacturer's specifications and to train a key operator at no charge. This agreement does include all mechanical and electrical parts at no charge unless the equipment malfunction is caused by fire, act of God, vandalism, customer misuse or neglect, unauthorized modifications or repairs or the use of consumables not approved by servicing dealer. Customer agrees to exert reasonable care in the operation of the equipment. In addition, the Customer is responsible for implementing appropriate safeguards to preserve equipment in storage.
- 2 Any and all operating application software, application support, retrofits, or network support or damages to equipment from outside sources such as computer viruses, are not covered by this agreement and shall be supported by the Company of a "Time and Material" basis or through a separate "NetCare Agreement". Customer's liability regarding a virus's effect on a printer is limited to the hourly service rates.
- 3 Drums and drum cartridges are covered under this contract and limited to the Manufacturer's yield specifications. Customer applications that decrease drum or drum cartridge yield will be subject to surcharge. MICR toner is not included.
- 4 Should the Customer decide to move the equipment, the Customer will be responsible for all costs incurred. Company reserves the right to cancel this agreement should Customer move equipment outside our primary service area.
- 5 Customer agrees to appoint a key operator to exert reasonable care in the operation of the equipment and provide all consumable supply items as frequently as needed for maximum copy quality. When black toner is included in the Agreement, the Company will supply all toner necessary, provided the copying application is within twenty percent (20%) of the industry standard seven percent (7%) density coverage. When color laser copier toner is included in the Agreement, the Company will supply all toner necessary, provided the copying application is within twenty percent (20%) of the industry standard thirty percent (30%) density coverage on a letter size (8 1/2 x 11) sheet of paper. Applications with excessive coverage will be brought to the Customer's attention and the Customer will be given thirty (30) days to make the necessary changes to eliminate such excessive coverage or they will be subject to an investigation and a re-negotiation of the service rate. In the event that both parties cannot rectify the situation within thirty (30) days, the device in question may be removed from the contract coverage. Only supplies (other than paper) that are produced by the Original Equipment Manufacturer (OEM) and obtained through the Company or a Company-approved supplier may be used in conjunction with this Agreement. The Customer agrees to keep the supplies provided by this Agreement in a safe place and only use them in the equipment covered by this Agreement.
- 6 All scheduled service calls and intervening calls will be performed during the Company's normal working hours. Service calls requested for those other than the Company's normal working hours will be charged to the Customer at the Company's then current rate for after-hours service. Should the Customer relocate the equipment, the rate could be increased for the balance of the term.
- 7 This Maintenance Agreement is automatically renewed under the existing conditions for successive like periods upon invoicing by the Company at the rate in effect at the time of renewal. If base service pricing is included in lease payment, base portion of this agreement is price locked for initial term of the lease agreement. Additional impressions are subject to a price increase. Increases in the Basic Maintenance Charge and Meter Charge, if necessary, will be put into effect only on the anniversary of the Agreement start date. Customer will provide meter readings within five (5) working days of meter due date through the Datamax website. If meter is not provided within five (5) working days of meter due date, Datamax reserves the right to issue, and the Customer agrees to pay, an invoice based on estimated usage. All copies and prints larger than 8 1/2" x 11" are subject to billing as two (2) clicks.
- 8 After execution by the Company, the term of this Agreement shall initially be for a minimum of twelve (12) months and shall commence on the date shown on the Agreement. This contract will automatically renew at the end of the original term for successive like periods. Customer must notify the Company in writing to cancel contract thirty (30) days prior to expiration. With such notice, Customer may incur pro-rated charges or be subject to the removal of consumable items and/or supplies that have not reached the prescribed Manufacturer's duty cycle yield, including but not limited to: drums, toner, etc. as provided for in the Agreement.
- 9 The Company shall not be obligated to provide services as called for in this Agreement unless the Customer is current with all payments due the Company under the terms of this Agreement or any other agreement relating to the acquisition of the specified equipment.
- 10 This Agreement is subject to the approval of the Company.
- 11 Any taxes due or imposed by a taxing jurisdiction, now or hereafter, shall be the responsibility of the Customer.
- 12 Customer understands that by providing Datamax a fax number, Customer authorizes and consents to receiving faxes from Datamax.
- 13 All devices under this agreement must have the ability to display meters (both color and B&W). The OnSite Print Manager Collection Agent will automatically report meters. For devices that do not report meters to the collection agent, Datamax will establish a reasonable base price for that unit. This base price will be established based on information collected in the fleet evaluation. The Customer will be responsible for manually reporting meters on these devices and if the volume has fluctuated, Datamax will make the necessary adjustments to the base price. When supplies for a non-connected device are ordered, you will be required to submit a meter reading at the time the order is placed.

Customers Initials \_\_\_\_\_

**Addendum A**

April 19, 2016

In conjunction with Petersen Health Care, Inc (Lessee) entering into this Lease Agreement with Sumner Group Inc. dba Datamax Leasing Division (Lessor), Lessor agrees to remit payment to RK Dixon for an amount representing a payoff for all the leased equipment referenced by "contract number" on the attached "Schedule A – Equipment List". Lessee is responsible for requesting payoff information or they will need to give Lessor the authority to request necessary information so that all payoffs can be obtained. All payoffs must be requested at least 30 days prior to the RK Dixon contract renewal dates to avoid any additional charges. Lessee will not be responsible for unreasonable charges associated with payoffs that are not received prior to the contract renewal date.

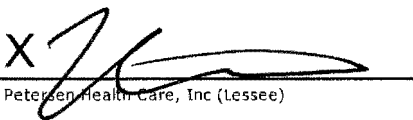
Sumner Group Inc, dba Datamax (lessor) hereby grants Petersen Health Care, Inc (Lessee) net 90 day terms on all invoices related to this lease and the supporting maintenance plan. Late charge penalties may be assessed on any items paid beyond the 90 day terms.

All units on this lease are to be allocated in a summary billing format by the lessor for the lessee. Lessee will provide lessor with company numbers and division codes by unit, per location and this information will appear on the summary billing. With 30 days' notice, lessor will reallocate a unit to a new company number and or division code as provided by the lessee.

Upon request, lessor will provide a buyout to lessee on individual unit(s) on the master lease. Should the lessee exercise their option to buyout a single unit(s), the service billing for that unit(s) will terminate and final billing will be issued based on the final meters on the device once it is returned to lessor.

All other terms and conditions remain the same.

Agreed and Accepted by:

X   
Petersen Health Care, Inc (Lessee)

X

Sumner Group Inc. dba Datamax Leasing Div



**LEASE AGREEMENT**

P.O. Box 5180, St. Louis, Missouri 63139  
Phone: 314-633-8000

<b>LESSEE</b>	Full Legal Name <b>Petersen Health Care Inc</b>					Phone Number w/Area Code	
	DBA Name (if any)					Purchase Order Number	
	Billing Address <b>#30 West Trailcreek Drive</b>		City <b>Peoria</b>	State <b>IL</b>	Zip Code <b>61614</b>	Send Invoice to Attention of:	
Equipment Location (if not same as above)		City	State	Zip Code			
<b>See Addendum A, Schedules B and C "New Model" Column</b>							

Quantity	Equipment / Model & Description	Quantity	Equipment / Model & Description
<b>See Schedule A (NEW Equipment Listing)</b>			

<b>SERVICE</b>	<b>This lease:</b> <input type="checkbox"/> DOES include service as detailed on the attached Service Addendum
	<b>This lease:</b> <input checked="" type="checkbox"/> DOES not include service

You acknowledge and agree that, in reliance upon your signature below, LESSOR will incur costs to acquire and prepare the above listed equipment for your use under this Agreement. You agree to all the Terms and Conditions contained in both sides of this Agreement, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Agreement for the full term shown above.

Signature 	Print Name
<b>Mark B. Petersen, Manager</b>	Date <b>4/18/18</b>
Signature 	Print Name
	Date
Legal Name of Corporation <b>Petersen Health Care Inc</b>	
<small>AGREEMENT MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE</small>	

# of Lease Payments	Lease Payment	Sales Tax	Total Pymt
60	\$12,908.49		\$12,908.49
Term of Lease in Months 60		Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other	

THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT IS NOT A CONTRACT UNTIL SIGNED AND ACCEPTED BY THE CORPORATE OFFICES OF THE LESSOR.

<b>LESSOR</b>	Lessor Signature 	Date
	Print Name	Title
	SumnerOne Leasing Division	
Agreement Number		Agreement Commencement Date

**TERMS AND CONDITIONS**

The words YOU and YOUR mean the LESSEE. The words WE, US and OUR refer to the LESSOR.

- Lease ("Agreement"): We agree to lease to you and you agree to lease from us the equipment listed above (Equipment). You promise to pay us the lease payment according to the payment schedule shown above including late charges as applicable thereto, now existing or hereafter created or arising. This Agreement shall also incorporate the additional terms in the attached Addendum A agreed to between Lessor and Lessee.
- Term and Lease, Late Payment: The initial term shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of lease shall be payable in advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all lease and any additional expenses chargeable under this Agreement shall be paid in full. LESSEE'S obligation to pay the lease and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If any installment of lease or other sum owing under this Agreement is not paid when due, LESSEE shall pay LESSOR a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by

(Terms and Conditions continued on the reverse side of this agreement)

To cause the LESSOR to enter into this Agreement, each person who signs below as a "Guarantor" unconditionally guarantees to LESSOR the prompt payment when due of all LESSEE'S obligations under this Agreement. This means that if the LESSEE fails to pay any money that is owed under this Agreement, each Guarantor will pay such sum upon demand by LESSOR. Each Guarantor agrees that he or she will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor agrees to be liable even if the LESSOR does one or more of the following: (a) gives the LESSEE more time to pay one or more payments; (b) gives a re-lease in full or in part to any of the other Guarantors or the LESSEE; or (c) fails to notify the Guarantor of a default under this Agreement. Each Guarantor also agrees to pay the LESSOR for any costs or attorney fees incurred in enforcing the Guaranty. The use of any corporate or official title is only to identify my position in the company and in no way negates my personal guarantee or liability.

Signature 	Date <b>4/18/18</b>
Print Name	
Home Address	
Social Security #	Phone
Signature 	Date
Print Name	
Home Address	
Social Security #	Phone



TERMS AND CONDITIONS (CONTINUED)

3. **No Warranties:** We are leasing the Equipment to you "As Is". We will transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFRINGEMENT. THE LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF RENT OR RELEASE OF LESSEE FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (a) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (b) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT (i) THE USE OR THE PERFORMANCE OF THE EQUIPMENT, (ii) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, AND ANY INABILITY TO OBTAIN THE EQUIPMENT OR DELAYS IN SHIPPING, OR (iii) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING. UPON THE LESSEE'S ACCEPTANCE OF THE EQUIPMENT, THIS LEASE IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCLUSIVE OR SUBSTITUTION WITHOUT THE CONSENT OF THE LESSOR. Neither manufacturer nor any agent of the supplier or manufacturer is an agent of LESSOR, or is authorized to waive or modify any term or condition of this agreement.
4. **Leasorship:** We are the LESSOR of the Equipment and have title to the Equipment. This agreement is intended by LESSOR and LESSEE to be a true Lease and not a sale; and nothing contained herein shall be construed to give LESSEE any right, title, interest in the Equipment, except as a LESSEE of the Equipment. Both the LESSOR and the LESSEE agree that the remaining useful life of the Equipment exceeds the original term of the Lease. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement of other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and re-recorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filing, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement.
5. **Re-delivery and Renewal:** If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months. It is your responsibility to advise us in writing at least 30 days prior to expiration of your intention to either return the Equipment or continue the Lease. Provided you have given timely notice of your intention to return the Equipment, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us.
6. **Maintenance, Risk of Loss and Insurance:** You are responsible for keeping the Equipment in good working order consistent with manufacturer guidelines and serviced by Vendor Authorized Servicing Dealers approved by the Lessor, unless this Lease includes the full service addendum, attached herewith, in which case except for failures to providing suitable installation environment, approved supplies, neglect, fire, act of God, vandalism, misuse, alteration, any modification or maintenance not performed by our representatives, or the use of the Equipment for other than the purposes and to the capacity for which it was designed. We are responsible for keeping the Equipment in good working order, except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay Lease payment(s). You agree during the term of this Agreement to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You shall furnish us with certificates of such insurance or copies of policies upon request, and shall furnish us with renewal certificates not less than ten (10) days prior to the renewal date. If you fail to maintain insurance or provide evidence of appropriate insurance in accordance with the terms of this paragraph, you agree that we have the right but not the obligation to obtain such insurance, in which event you pay us for all costs thereof. You agree to provide notice of any inappropriateness insurer and us of such and every occurrence which may become the basis of a claim or cause of action against the insurers and provide us with all data pertinent to such occurrence.
7. **Indemnity:** We are not responsible for any losses or injuries caused by the installation (unless LESSOR performs installation) or use of the Equipment. You agree to indemnify us for and to defend and hold us harmless against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment, the use thereof, or the possession thereof, unless resulting from the direct actions of the LESSOR, its employees or authorized agents.
8. **Taxes/Fees and Liens:** You agree to pay when due or reimburse us for all taxes, (including but not limited to sales/use, personal property) fees, fines and penalties relating to use or possession of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency. This transaction may be subject to the sales/use tax laws of the state in which the Equipment is located. You authorize us to advance the tax and increase your monthly payment for the tax applicable. LESSEE shall, at its expense, protect and defend LESSOR's title against all persons claiming against or through LESSEE, and shall at all times keep the Equipment free from any legal process whatsoever, including but not limited to, liens, attachments, taxes and executions. LESSEE shall give immediate written notice to LESSOR of any legal actions, liens, attachments, levies or executions against the Equipment and shall indemnify LESSOR from all loss caused thereby.
9. **Location of Equipment:** You will keep and use the Equipment only at your address shown. You agree that the Equipment will not be removed from the address unless you get our written permission in advance to move it.
10. **Default:** You shall be in default under this Agreement if you: (a) fail to pay the Lease or any other payment hereunder when due; (b) fail to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after LESSOR shall have given LESSEE written notice of default with respect thereto; (c) make an assignment for the benefit of creditors; (d) have a receiver, trustee, conservator or liquidator appointed with or without your consent; (e) dissolve or pass a resolution to wind-up or liquidate; (f) have a secured party take possession of all or substantially all of your assets; (g) have an execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of your assets; (h) fail to make a payment under any other agreement between us when due; (i) default under any other agreement between us; or (j) are generally unable to pay your debts as they become due.
11. **Remedies:** Upon your default under this Agreement, our obligation of ours to lease Equipment or items thereof to you shall terminate. Upon your default under this Agreement, we may, at our option, (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by you of the applicable covenants of this Agreement or to recover damages for breach thereof, and/or (b) without notice or demand declare immediately due and payable the sum of all Lease payments and other amounts then due and owing under this Agreement or any schedule thereof, plus the sum of the Lease payments for the unexpired term of this Agreement or any schedule hereto and thereupon we shall have an immediate right to pursue all remedies provided by law, including, without limitation the following: (i) you agree to put us in possession of the Equipment upon demand; (ii) we are authorized to enter any premises where the Equipment is situated and take possession thereof without notice or demand and without legal proceedings; (iii) at our request, you will assemble the Equipment and make it available to us at a place designated by us; (iv) we may lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and apply the net proceeds, less selling and administrative expenses, on account of your obligations under this Agreement; and (v) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including costs of collection, reasonable attorney's fees and court costs. If upon your default under this Agreement, we bring suit or otherwise incur expenses for protection of our rights, you will pay our legal fees, in a reasonable amount, together with our collection expenses and court costs. In addition, from and after the date of your default under this Agreement, you shall be liable for interest on amounts due us under this Agreement at the rate of one and one-half percent (1-1/2%) per month until paid, but in no event more than the maximum rate permitted by law. All of our remedies are cumulative, and in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.
12. **Assignment:** You have no right to sell, transfer or assign this Agreement, sublease the Equipment or permit the Equipment to be used by anyone other than the LESSEE without our prior written consent. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new LESSOR will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new LESSOR will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
13. **Consent to Jurisdiction and Governing Law:** THIS AGREEMENT SHALL, IN ALL RESPECTS, BE CONSTRUED TO HAVE BEEN MADE IN THE STATE OF MISSOURI. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. THE LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MISSOURI, ST. LOUIS COUNTY, OR OF ANY FEDERAL COURT LOCATED IN SUCH STATE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL TO THE LESSEE AT ITS ADDRESS SET FORTH HEREIN, PROVIDED THAT REASONABLE TIME FOR APPEARANCE IS ALLOWED. LESSEE, TO THE EXTENT PERMITTED BY LAW, WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED BY THE SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.
14. **Customer P.O.:** You agree that any Purchase Order issued to us covering the Lease of this Equipment, is issued for purposes of authorization, and none of its terms and conditions shall modify the terms of this Agreement upon the execution thereof.
15. **Force Majeur:** If the performance by LESSOR of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of LESSOR which cannot be overcome by reasonable diligence and without unusual expense, LESSOR shall be excused from such performance to the extent that such event shall continue to prevent, hinder or delay such performance. If such condition(s) shall prevent performance permanently of any LESSOR's obligations hereunder, LESSOR shall notify LESSEE, as soon as reasonably practicable thereafter, in writing, of the nature and extent thereof and LESSOR shall be excused from all further performance hereunder.
16. **Entire Agreement:** This Agreement and attached Maintenance Agreement if referenced on front of Lease, contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the authorized parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplemental contracts, which shall become part of this Agreement. No amendments or changes to this Agreement shall be effective unless made in writing separate herefrom and signed by the parties hereto in accordance with the original requirements for acceptance.
17. **Waiver:** The failure by the LESSOR, after any default by LESSEE, to exercise any right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the LESSEE, shall not be a waiver of any such default or right to which the LESSOR is entitled, nor shall it in any way affect the right of the LESSOR to enforce such provisions at a later date.
18. **Severability:** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but shall not invalidate or affect the remaining provisions of this Agreement.
19. **Notice:** All written notices, consents, and other communications required or permitted under this Agreement shall be made in writing and shall be (as elected by the person or entity given such notice) (a) hand delivered by messenger or courier service, (b) delivered by express courier service (e.g., FedEx), (c) mailed by registered or certified mail (postage prepaid), return receipt requested, to the address listed for LESSOR and LESSEE on page 1 of this Agreement unless a different address is provided below or to such other address as LESSOR or LESSEE may specify in writing given in accordance with this paragraph.  
 If to LESSOR: Sumner Group Inc. Leasing Division Attn: Secretary/Treasurer Address: 6717 Waldemar Ave. St. Louis, MO 63139  
 If to LESSEE: \_\_\_\_\_ Attn: \_\_\_\_\_ Address: \_\_\_\_\_

Each such notice shall be deemed delivered on the earlier of (i) the date actually delivered if by messenger or courier service or express courier service or, (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

20. **Miscellaneous:** This Agreement inures to the benefit of, and is binding upon the parties hereto and their respective heirs, legal heirs, personal representatives, successors and assigns. If more than one LESSEE is named in this Agreement, the liability of each shall be joint and several. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Lease and all of which, when taken together, will be deemed to constitute one and the same lease. The exchange of copies of this Lease and of signature pages by facsimile and/or email shall constitute effective execution and delivery as to the parties and may be used in lieu of the original Lease for all purposes. Signature of the parties transmitted by facsimile and/or email shall be deemed to be their original signatures for any purposes whatsoever.

Customer Initial: 



**Addendum A**  
**To Lease Agreement between Petersen Health Care, Inc. and SumnerOne, Inc.**

This addendum puts forth specific negotiated terms of agreement between Petersen Health Care, Inc. ("Lessee") and SumnerOne, Inc. ("Lessor") as included in the Lease Agreement and as associated with the Copier/Printer Maintenance Agreement (the "SumnerOne Maintenance Agreement") between these parties.

1. **Immediate Equipment Replacement by Lessor.** Lessor agrees to remit payment to a Third Party Leasing Company ("3PL Company") or to Lessee, pursuant to the written instructions ("Payment Instructions", detailed in Section 3), for the cumulative dollar amount stated in Schedule B, a list of existing equipment to be replaced immediately. Schedule B will contain the Billing ID Number for each item of leased equipment and the dollar amount associated with the payoff for each item of equipment with a Billing ID number ("Schedule B Payoff Amounts"). Schedule B shall be finalized within twenty (20) business days of the signing of this Agreement with final and complete Payoff Amounts.
  - a. Upon immediate replacement of the units in Schedule B, any Third Party Service and Maintenance Agreements associated with those units ("3P Service Contracts") shall also be terminated by Lessee, because the SumnerOne Maintenance Agreement will be in effect for all new equipment.
  - b. Lessee is responsible for paying all invoices due to the 3PL Company for invoices associated with Schedule B equipment, up to February, 2018.
  - c. Lessee is also responsible for paying all invoices associated with 3P Service Contracts, such as invoices for monthly metered billing, through their termination dates.
  
2. **Gradual Equipment Replacement by Lessor.** Lessee currently has additional leases and associated 3P Service Contracts for the existing equipment listed in Schedule C. Schedule C equipment is potentially subject to non-commercially reasonable early termination penalties if the leases are immediately cancelled. Lessor and Lessee shall, from time to time, review Schedule C and mutually agree on a commercially reasonable way to either continue the 3PL Company lease through an agreed date, or negotiate early termination the 3PL Company lease.

For leases that will proceed to a future termination date, Lessor shall remit payments to Lessee in the form of either (i) the monthly amounts invoiced by the 3PL Company ("Monthly Lease Invoices") or (ii) lease payoffs quoted by the 3PL Company ("Schedule C Payoff Amounts"), such amounts as agreed to in writing by Lessor and Lessee. All Monthly Lease Invoices or Schedule C Payoff Amounts remittances are also subject to the Payment Instructions in Section 3.

- a. Upon replacement of any unit in Schedule C, the 3P Service Contract associated with that unit shall also be terminated by Lessee, because the SumnerOne Maintenance Agreement will be in effect for all new equipment.

- b. Lessee is responsible for paying all invoices due to the 3PL Company for invoices associated with Schedule B equipment, up to February, 2018. Lessor is responsible for paying the agreed Monthly Lease Invoices or the Schedule C Payment Amounts thereafter.
- c. Lessee is also responsible for paying all invoices associated with 3P Service Contracts, such as invoices for monthly metered billing, through their termination dates.

**3. Payment Instructions.**


- a. **3PL Company Invoices or Payoff Information.** All Schedule B Payoff Amounts or Schedule C Payoff Amounts (collectively or individually, the "Quoted Payoffs") must be requested by Lessee from the 3PL Company and Lessee shall make these available in their original format to Lessor. (Alternatively, Lessee may grant permission to Lessor to request the Payoff Quotes directly.)
  - a. **Payment by Lessee to 3PL Company.** In the event that Lessor remits payment to Lessee for the Quoted Payoffs or the Monthly Lease Invoices, Lessee agrees to immediately remit the identical amount of payment to the 3PL Company and obtain written confirmation that Lessee's obligations are satisfied with no additional payments or penalties due to the 3PL Company. Lessee shall forward these written confirmations to Lessor.
- 4. **Revised Payment Terms by Lessor to Lessee.** Lessor hereby grants Lessee Net 90 Day terms ("Net 90") for all invoices associated with this Lease Agreement and for the associated SumnerOne Maintenance Agreement.
  - a. **ACH Payment.** Lessee agrees to enact a direct payment mechanism between Lessee's designated bank and Lessor to pay invoices by electronic withdrawal/ACH. SumnerOne shall have permission to initiate the payment as a "pull" from Lessee's bank as automatic withdrawal upon the 90th day of the 90-day period before the final invoice due date. If the automatic withdrawal is not successful for the sole reason of there being unavailable funds in Lessee's account, Lessor shall assess late charges for Lease Agreement and SumnerOne Maintenance Agreement invoices that remain unpaid beyond Net 90. If the automatic withdrawal is not successful for technical reasons, no late fee penalties shall be assessed.
- 5. **Summary Billing.** For each billing period, Lessor shall provide information to Lessee in a summary format that includes visibility to equipment leased and serviced by Lessor ("Summary Bill"). Equipment information shall be specific to one of Lessee's companies, divisions, and/or locations. Should Lessee move an item of equipment from one location to another, Lessor will update this allocation in the Summary Bill, provided that Lessee has given at least 30 days' written notice of their request to Lessor.
- 6. **Lessor to Provide Per-Unit Buyout Options.** Upon written or telephonic request to Edmund S. Sumner or to Lessor's leasing administrators, Lessor shall provide buyout information specific to individual units leased to Lessee by Lessor. Lessee shall have the option to buyout a lease on the basis

of one or more units. Cancellation of service and maintenance obligations for these bought-out units shall coincide with lease termination, so long as Lessee remits payment to Lessor (also subject to Net 90 terms) for a final invoice associated with any metered usage or supplies directly associated with the unit(s).

7. **Location of Leased Equipment.** The Lease Agreement specifies in its Section 9. that the location of the Equipment is 830 West Trailcreek Drive, Peoria, IL. The actual locations of the equipment are as detailed in the "New Model" column of Schedule B and Schedule C. Lessor will grant permission for Lessee to move equipment so long as Lessee provides this notification in writing and so long as the equipment is moved to a location exclusively owned by, or leased and occupied by, Lessee.

All other Terms and Conditions of the Lease Agreement between Lessee and Lessor and SummerOne Maintenance Agreement remain unaltered and in effect.

Agreed and Accepted by:

Signed  \_\_\_\_\_

Signed \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: **Mark B. Petersen, Manager**

Title: \_\_\_\_\_

Date: **4/19/18**

Date: \_\_\_\_\_

LESSEE

LESSOR


**SUMNER ONE**  
 Leasing Division  
 Petersen Health Care Inc.  
 Schedule A (Page 1 of 1)  
**NEW Equipment Listing**

1	imagePRESS C850 Series Main Engine Set
1	Booklet Finisher-W1
1	Document Insertion Unif-N1 Set
1	Duplex Reader-K1 (INCH/A)
1	FIERY IMPOSE
1	imagePRESS C750 Speed License
1	IPR Server G100 V1.2 & Control Panel Set
1	Multi Drawer Paper Deck-C1 Set
1	Puncher Unit-BS1 (2/3H)
1	X-Rite i1Pro 2 Spectrophotometer

45	Kyocera TA 6002i Multifunction System
1	Kyocera TA 5052ci Multifunction System
46	AK-7100 Attachment Kit
46	DF-7120 1,000 Sheet Stapling Finisher
46	DP-7110 270 Sheet Dual Scan Document Feeder
46	Fax System 12
46	PF-7110 Dual 1,500 Sheet Paper Trays

13	Kyocera ECOSYS M3550idn MFP
13	1-GB Memory Upgrade

All other terms and conditions of the lease remain the same.



Customer Name (Lessee)  
 Petersen Health Care, Inc.  
**Mark B. Petersen, Manager**  
 Printed Name & Title

4/18/18  
 Date

SumnerOne Inc. Leasing Division (Lessor)  
 Date





**SUMNER ONE**  
Leasing Division  
Peterson Health Care Inc.

Schedule B  
Existing Equipment to be Replaced Immediately

With Models Identified for immediate replacement and Payoff Amounts

Location	Address	Business ID	Asset Model	Original Payoff	Payoff Amount
<b>Peterson Health Care II</b>					
Swansea RHCC	1405 North Second St. Swansea, IL 62226	Bizhub 285 - A1UFD11104553	Kyocera 6002i	90136292480	
	1405 North Second St. Swansea, IL 62226	Bizhub 423 - A1UD011106685	Kyocera 6002i	90136292480	
Casey Health Care	100 NE 15th Street, Casey, IL 62420	Bizhub 36 - A45X011003595	Kyocera 3550Oldn	90136293569	
	100 NE 15th Street, Casey, IL 62420	Bizhub 363 - A1UR011105674	Kyocera 6002i	90136293569	
<b>Peterson Health Care VII</b>					
Mason Point	One Masonic Way, Sullivan, IL 61951	Bizhub 363 - A1UE011105342	Kyocera 6002i	90136247756	
	One Masonic Way, Sullivan, IL 61951	Bizhub 552 - AZWV011007946	Kyocera 6002i	90136247756	
	One Masonic Way, Sullivan, IL 61951	Bizhub 552 - AZWV011007960	Kyocera 6002i	90136247756	
<b>Peterson Health Operations III</b>					
Pleasant View Rehab	500 N. Jackson Street, Morrison, IL 61270	Bizhub 552 - AZWV011006932	Kyocera 6002i	90136238446	
Shangri-La Rehab	930 NE Duncan Blvd., Blue Springs, MO 64014	Bizhub 552 - AZWV011003494	Kyocera 6002i	90136238446	
<b>Midwest Health Operations</b>					
Cornerstone Rehab/St. Clare	5533 N. Galena Road, Peoria Heights, IL 61616	Bizhub 36 - A45X011002757	Kyocera 3550Oldn	90136246656	
	5533 N. Galena Road, Peoria Heights, IL 61616	Bizhub 552 - AZWV011008014	Kyocera 6002i	90136246656	
Lafayette-Davies	101 N. B Street, PO Box 547, La Harpe, IL 61450	Bizhub 552 - AZWV011006964	Kyocera 6002i	90136238106	
<b>Peterson Health Care - Illini</b>					
Illini Heritage	1315 Curt Drive, Champaign, IL 61820	Bizhub 36 - A45X011002757	Kyocera 3550Oldn	90136238487	
	1315 Curt Drive, Champaign, IL 61820	Bizhub 363 - A1UE011103241	Kyocera 6002i	90136238487	
<b>Peterson Health Care - Farmer City</b>					
Farmer City Rehab	404 Brookview Drive, Farmer City, IL 61842	Bizhub 36 - A45X011002706	Kyocera 3550Oldn	90136238137	
	404 Brookview Drive, Farmer City, IL 61842	Bizhub 363 - A1UE011103313	Kyocera 6002i	90136238137	
<b>Peterson Health Enterprises</b>					
Edingham RHCC	1610 N. Lakewood Drive, Edingham, IL 62401	Bizhub 283 - A1UF011104424	Kyocera 6002i	90136251108	
	1610 N. Lakewood Drive, Edingham, IL 62401	Bizhub 363 - A1UR011106154	Kyocera 6002i	90136251108	
<b>Peterson Hotels</b>					
Wingate	7708 N. Rt. 91, Peoria, IL 61615	Bizhub 421 - A0R6011009322	Kyocera 6002i		
	7708 N. Rt. 91, Peoria, IL 61615	Bizhub 36 - A45X011002529	Kyocera 3550Oldn		
Courtyard Inn & Suites	5309 W. Landens Way, Peoria, IL 61615	Bizhub 36 - A45X011003683	Kyocera 3550Oldn		
<b>Peterson Health Care</b>					
Arcola Health Care Corporate	422 East 4th South Street, Arcola, IL 61910	Bizhub 363 - A1UE011105313	Kyocera 6002i	90136247770	
	830 West Trailcreek Drive, Peoria, IL 61614	C7000 - A1UD011001736	Canon C750	90136263902	
	830 West Trailcreek Drive, Peoria, IL 61614	Bizhub 654 - ASYN011000974	Kyocera 6002i	90136263902	
	830 West Trailcreek Drive, Peoria, IL 61614	Bizhub 552 - AZWV011007517	Kyocera 6002i	90136263902	
	830 West Trailcreek Drive, Peoria, IL 61614	Bizhub C35 - ASYN0110024573	Kyocera 3550Oldn		
	830 West Trailcreek Drive, Peoria, IL 61614	Bizhub C224e - ASC4011107410	Kyocera 6002i	901364126719	
Eastview Terrace	100 Eastview Place, Sullivan, IL 61951	Bizhub 363 - A1UE011105350	Kyocera 6002i	90136471073	
<b>Peterson Health Network</b>					
Lebanon Care Center	1201 North Alton, Lebanon, IL 62254	Bizhub 552 - AZWV011006507	Kyocera 6002i	90136238444	
Nokomis Rehab	505 Stevens Street, Nokomis, IL 62075	Bizhub 363 - A1UR011024063	Kyocera 6002i	90136238444	
Flora Gardens Care	232 Given Street, Flori, IL 62839	Bizhub 552 - AZWV011006511	Kyocera 6002i	90136238444	
Flanagan Health	201 East Falcon Highway, Flanagan, IL 61740	Bizhub 36 - A45X011002680	Kyocera 3550Oldn	90136268444	
	201 East Falcon Highway, Flanagan, IL 61740	Bizhub 363 - A2UE011108214	Kyocera 6002i	90136238444	
Rochelle Gardens Care Center	1021 Caron Road, Rochelle, IL 61068	Bizhub 363 - A1UE011108272	Kyocera 6002i	90136238444	
Willow Rose Rehab	410 Fletcher, Jerseyville, IL 62052	Bizhub 552 - AZWV011006926	Kyocera 6002i	90136238444	
<b>Locations not on original Phase II</b>					
Rochelle Rehab & Health Care	900 N. 3rd Street, Rochelle, IL 61068	Bizhub 364e - A61F011011685	Kyocera 6002i		
	900 N. 3rd Street, Rochelle, IL 61068	7 - ASVP011001231	Kyocera 3550Oldn		
Whispering Oaks	201 Spring Street, Rockdale, IL 62982	Bizhub 36 - A45X011100745	Kyocera 6002i		
Macquid Rehab & Health CC	275 E. Carl Sandburg Drive, Galesburg, IL 61401	Bizhub 554e - A61D011007443	Kyocera 6002i		

All other terms and conditions of the lease remain the same.

\_\_\_\_\_  
 Mark B. Peterson, Manager  
 Printed Name & Title Date 4/10/18

SumnerOne Inc. Leasing Division (Lessor)

Date

TOTAL PAYOFF AMOUNT



**SUMNER ONE**  
 Leasing Division  
 Petersen Health Care Inc.  
 Schedule C

**Existing Equipment to be Replaced Gradually**

*With Model Proposed. Subject to Early Payoff Penalties and Payoff Amounts deferred until commercially reasonable*

Locations	To be Replaced	NEW Model	Billing ID Number	Payoff Amount
<b>Petersen Health Care II</b> Royal Oaks CC	605 East Church Street, Kewanee, IL 61443 Bizhub 4050 Bizhub 454e	Kyocera M3550idn Kyocera TA-6002i		To be determined on case-by-case basis
<b>PHC Roseville</b> Roseville Rehab	145 S. Chamberlin Street, Roseville, IL 61473 Bizhub 454e	Kyocera TA-6002i		
<b>Petersen Management Company</b> Flora Rehab & Health CC	232 Given Street, Flora, IL 62839 Bizhub 4050 Bizhub 454e	Kyocera M3550idn Kyocera TA-6002i		Applies to all Equipment in Schedule C
Palm Terrace of Matton	1000 Palm Ave., Matton, IL 61939 Bizhub 554e	Kyocera TA-6002i		
Mt. Vernon Health Care Center	#5 Doctors' Park Road, Mt. Vernon, IL 62864 Bizhub 224e	Kyocera TA-6002i		
Courtyard Estates of Sullivan	20 Courtyard Blvd., Sullivan, IL 61951 Bizhub 224e	Kyocera TA-6002i		
Toulon Rehab & Living Center	HWY 17 East, Toulon, IL 61483 Bizhub 552	Kyocera TA-6002i		
<b>Midwest Health Operations</b> Tarkio Rehab & Health Care	300 Cedar Street, Tarkio, IL 64491 Bizhub 364e	Kyocera TA-6002i		
Piper City Rehab & Living Center	600 Maple Street, Piper City, IL 60959 Bizhub 364e	Kyocera TA-6002i		
<b>Petersen Health Network</b> El Paso Health Care Center	850 East Second Street, El Paso, IL 61738 Bizhub 552	Kyocera TA-6002i		
<b>Petersen Health Systems</b> Kewanee Care Center	141 Junker Ave., Kewanee, IL 61443 Bizhub 224e	Kyocera TA-6002i		
Courtyard Estates of Monmouth	One Country Blvd., Monmouth, IL 61462 Bizhub 224e	Kyocera TA-6002i		
Courtyard Estates of Galva	1000 Courtyard Estates, Galva, IL 61434 Bizhub 224e	Kyocera TA-6002i		
Courtyard Estates of Walcott	510 North Main, Walcott, IA 52773 Bizhub 224e	Kyocera TA-6002i		
Courtyard Estates of Monmouth	1200 West Broadway, Monmouth, IL 61462 Bizhub 224e	Kyocera TA-6002i		
Courtyard Estates of Bradford	100 Courtyard Blvd., Bradford, IL 61421 Bizhub 36	Kyocera M3550idn		
Courtyard Estates of Bushnell	1201 North Cole Street, Bushnell, IL 61422 Bizhub 224e	Kyocera TA-6002i		
<b>Petersen Health Care</b> Havana Health Care Center	609 N. Harpham Street, Havana, IL 62644 Bizhub 423	Kyocera TA-6002i		
Countryview Terrace	52 Old Route 45, Louisville, IL Bizhub 36 - A45X011	Kyocera M3550idn		

All other terms and conditions of the lease remain the same.

  
 Customer Name (Lessee)  
**Mark B. Peterson, Manager**  
 Petersen Health Care Inc.  
 Printed Name & Title  
 Date: **4/18/18**

SumnerOne Inc. Leasing Division (Lessor)  
 Date:





**COPIER / PRINTER MAINTENANCE AGREEMENT**

8717 Waldemar Ave, St. Louis MO 63187

BILL TO CUSTOMER INFORMATION				SHIP TO CUSTOMER INFORMATION			
COMPANY NAME Petersen Health Care Inc				COMPANY NAME Petersen Health Care Inc			
ADDRESS LINE 1 830 W Trailcreek Drive				ADDRESS LINE 1 830 W Trailcreek Drive			
ADDRESS LINE 2 0				ADDRESS LINE 2 0			
CITY Peoria	STATE IL	ZIP CODE 61614		CITY Peoria	STATE IL	ZIP CODE 61614	
PHONE # 0	EMAIL 0			PHONE # (309) 689-5875	EMAIL manyder@petersenhealthcare.net		
CONTACT NAME 0		FAX # 0		CONTACT NAME Marikay Snyder		FAX # (309) -	
BILL TO ACCOUNT # 25PH01		PURCHASE ORDER #		SHIP TO ACCOUNT # 25PH01			
SALES REP Jeff Sandifer	TERRITORY # 01/00/00	ORDER DATE 01/00/00	BEGINNING DATE	ADD TO EXISTING TANDEM NUMBER			
EQUIPMENT COVERED See Schedule A NEW Equipment Listing				SERIAL #	ID	BEGINNING METER	COMMENTS

**SERVICE PLANS**

**SERVICE PLAN 1** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies. Excludes staples, binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 1A** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies, including Staples. Excludes binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 2** Full Service Warranty Protection (F.S.W.P.) coverage includes all parts, labor and photoconductors.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppressor that provides such protection is recommended.

**ALL INFORMATION IN THIS AREA IS REQUIRED FOR BEST PRINT QUALITY AND PRINT SPEED**

1	Print Fleet Installation IT Contact Name	Contact Phone	Contact Email
2	<b>AUTO TONER FULFILLMENT</b>	YES NO	<b>UPON SUCCESSFUL INSTALLATION OF PRINTFLEET</b>
3	Meter Read Contact Name	Contact Phone	Contact Email
4	Print/Releaf Contact Name	Contact Phone	Contact Email

**BILLING OPTIONS**

**BASE BILLING** MONTHLY QUARTERLY ANNUALLY (Annual billing includes 5% discount)  
 will be billed in advance and include 8-1/2 x 11 B&W Pages and / or 8-1/2 x 11 Color Pages

**BILLING!** The monthly lease payment includes 0 8-1/2 x 11 B&W Pages and / or 0 8-1/2 x 11 Color Pages

**CLICK BILLING** MONTHLY QUARTERLY ANNUALLY  
 All / Additional pages will be billed in arrears at \$0.00850 Per B&W Page and / or \$0.05300 Per Color Page

If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By:

Company Name  
Petersen Health Care Inc

Date  
4/18/18

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_ Title

**Electrical Power Requirements:** It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at SumnerOne's current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.

Rev 02/15

**TERMS AND CONDITIONS**

1. (A) During the term of this Agreement, SumnerOne shall make all adjustments and repairs to the Equipment to maintain the Equipment in good working order.

(B) During the term of this Agreement, SumnerOne shall provide to Customer, all necessary labor and parts, and photoconductors so as to enable the Equipment to function in good working order.

(C) If F.S.W.P. PLUS coverage is selected, SumnerOne, during the term of the agreement, will provide all consumable supplies (except paper and staples) necessary to produce letter-sized or equivalent copies.

2. Repair service and routine preventative maintenance shall be provided by SumnerOne during regular business hours. SumnerOne's service technicians shall have full and free access to the Equipment during regular business hours for the purpose of providing repair service, routine preventative maintenance, to install retrofits and modifications to the Equipment and to inspect, test and examine the Equipment in accordance with SumnerOne's policies and procedures.

3. Replacement Guarantee - If the Equipment has been continuously under coverage of this Agreement and cannot be put in good working order to Customer's satisfaction during the term of the Agreement, SumnerOne shall replace, upon Customer's request, the Equipment with a comparable copier/printer (which may be a new or newly refurbished machine) at no charge to Customer. The Replacement Guarantee shall remain in effect for 60 months, or in the case of refurbished equipment, 36 months, from the beginning date of this Agreement, unless sooner terminated by either party per the terms and conditions shown on this Agreement. Customer shall make such request for a replacement copier/printer in writing to: SumnerOne, Attention Customer Service, 8881 Manchester Ave, St. Louis, MO 63139

If this Agreement covers customer-owned printers, and said printers cannot be repaired, SumnerOne reserves the right to replace that printer with a like or similar model at no cost to the Customer.

If this Agreement covers multiple pieces of equipment that have been installed on different dates, this replacement warranty extends only 60 months from date of original installation on a copier-by-copier / printer-by-printer basis.

4. Service Price Guarantee SumnerOne guarantees the price charged for the first 36 months of this agreement will remain the same as shown on the face hereof. If the base price and/or pricing for a specific number of copies are included in a Lease payment, the base price and/or copy charges, as well as any coverage charges will be fixed for the initial term of the Lease. This guarantee also applies to existing printers under the SumnerOne Cost Per Page Printer Service Program.

5. Uptime Performance Guarantee During the term of this Agreement, if in the process of normal use, the equipment is not in good working order, SumnerOne will have eight normal working hours to repair or provide a "loaner" unit to the Customer or forfeit, in the form of a credit, \$25.00 per incident on contracts of 12,000 copies per month or less, or \$50.00 per incident on contracts greater than 12,000 per month. If Customer is located more than 35 miles from the St. Louis City Limits, SumnerOne will have until the end of the next business day to provide either repair or a "loaner" before above penalty applies. This guarantee applies only to products acquired through SumnerOne.

6. Additional Training / Support SumnerOne provides on-going Equipment Overview Training at no charge. SumnerOne also provides additional support services requested by our customers at a rate of \$150.00 per hour. These services may include peripheral software support, or hardware issues, when it is determined by SumnerOne's Certified Technicians that these issues are not directly caused by faulty equipment.

Upon successful installation of all sold connected units, our Digital Training Specialists will provide network support training to the customer for up to two hours on black and white equipment and four hours on color equipment. Set up and software installation of connected equipment will be limited to one call and up to ten (10) workstations. Any training time in excess of the two or four hours will be billed at \$180.00 per hour.

7. The maintenance service, replacement warranty and uptime penalties shall not apply and when applicable, Customer shall pay SumnerOne the current labor, parts and/or supply charges required as a result of: (a) inadequate key operator involvement or service performed by personnel other than those of SumnerOne, (b) replacement of paper or toner in the equipment, (c) the willful act of Customer, negligence relating to or misuse of the Equipment, accident, transportation, failure of electric power, air-conditioning equipment or humidity control, failure to follow operating instructions or any other cause external to the equipment including, but not limited to, fire, flood, lightning, earthquake, exposure to weather conditions or an Act of God, (d) use of parts or supplies (other than paper) not obtained from SumnerOne or approved by SumnerOne in writing as suitable for use in the Equipment, (e) additional service due to relocation of the equipment, (f) adding or removing accessory items, (g) additional need for service due to the addition of an accessory item not installed by SumnerOne or designated as covered by this Agreement, (h) delays in repairs as a result of labor disturbances or strikes, (i) services requested outside regular business hours.

Printer accessories for HP printers and accessories not purchased through SumnerOne are not covered under this Agreement.

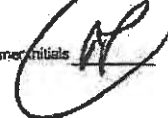
8. This Agreement terminates sooner of (a) the date or elapsed copy amount shown on the face of this Agreement, or (b) SumnerOne may terminate its obligations under this agreement if Customer's account with SumnerOne or SumnerOne's Leasing Division becomes more than 60 days in arrears, or (c) Customer may terminate this Agreement annually at the anniversary date of this agreement, or (d) if Customer has chosen Monthly Billing in Lease or Fiscal Volume in Lease Billing, Customer may terminate this Agreement coincident with the termination of that lease.

Upon cancellation by either party, Customer agrees to pay at the per-copy charge shown for any copies used in excess of those previously billed. Customer agrees to either return any unused black or color consumable supplies and/or photoconductors which were provided by SumnerOne for use in the Equipment that are on hand or installed at time of cancellation, or pay for such supplies and photoconductors at SumnerOne's published prices for the unused portion of their estimated life. Photoconductors and developers will be prorated based on manufacturer's published yields.

9. The warranties and obligations of SumnerOne set forth in this Agreement are in lieu of: (a) all other warranties, express or implied, including implied warranties of merchantability and fitness for any particular use or purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property, loss of profit or other consequential damages, arising out of or in connection with this Agreement or the services and products performed and provided hereunder.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals and statements, written or oral. No representation or statement not set forth herein shall be binding upon SumnerOne as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing signed by Customer and SumnerOne.

Customer Initials





Petersen Health Care Inc  
EQUIPMENT COVERED

EQUIPMENT COVERED:	INSTALLED	SERIAL #	ID	BEGIN METER	LOCATION	COMMENTS
Kyocera TA-6002i	05/21/18	W2Z7X04513	IL433	275	25PH01	Petersen Health Care Inc
Kyocera TA-6002i	05/21/18	W2Z7803747	IL423	175	25PH01	Petersen Health Care Inc
Kyocera M3550idn	05/21/18	LSM7Z49248	IL457	157	25PH01	Petersen Health Care Inc
Kyocera TA-5052ci	05/31/18	W2H8106861	IL470	T-270,B-258, L1-258,L2-0,L3-2	25PH01	Petersen Health Care Inc
Canon IPR-C750	05/21/18	XMR02040	IL475	101-1,916,108-1,082, 125-1,475	25PH01	Petersen Health Care Inc
Kyocera TA-6002i	05/16/18	W2Z7X04474	IL421	1,068	25AH00	Arcola Health Care Center
Kyocera M3550idn	05/16/18	LSM7Z49363	IL452	102	25CH00	Casey Health Care Center
Kyocera TA-6002i	05/16/18	W2Z7803744	IL446	180	25CH00	Casey Health Care Center
Kyocera TA-6002i	05/21/18	W2Z7X04555	IL415	191	25CR00	Cornerstone Rehabilitation & Health Care Center
Kyocera M3550idn	05/21/18	LSM7Z49252	IL456	157	25CR00	Cornerstone Rehabilitation & Health Care Center
Kyocera M3550idn	05/21/18	LSM7Z49175	IL436	206	25CI00	Country Inn & Suites
Kyocera M3550idn	05/17/18	LSM7Z49261	IL453	156	25CT47	Countryview Terrace
Kyocera M3550idn	05/18/18	LSM7Z49253	IL437	162	25CE07	Courtyard Estates of Bradford
Kyocera TA-6002i	05/31/18	W2Z7X04527	IL461	226	25CE08	Courtyard Estates of Bushnell
Kyocera TA-6002i	05/18/18	W2Z7803729	IL462	308	25CE05	Courtyard Estates of Galva
Kyocera TA-6002i	05/18/18	W2Z7903907	IL464	258	25CE04	Courtyard Estates of Monmouth
Kyocera TA-6002i	05/15/18	W2Z7X04309	IL441	360	25CE03	Courtyard Estates of Sullivan
Kyocera TA-6002i	05/18/18	W2Z7803762	IL466	269	25KC02H	Courtyard Village of Kewanee
Kyocera TA-6002i	05/15/18	W2Z7X04496	IL424	248	25ET00	Eastview Terrace
Kyocera TA-6002i	05/17/18	W2Z7803699	IL418	174	25ER00	Effingham Rehabilitation & Health Care Center
Kyocera TA-6002i	05/17/18	W2Z7X04521	IL419	199	25ER00	Effingham Rehabilitation & Health Care Center
Kyocera TA-6002i	05/16/18	W2Z7803693	IL442	357	25EP00	El Paso Health Care Center
Kyocera TA-6002i	05/16/18	W2Z7X04554	IL417	164	25FC00	Farmer City Rehab & Health Care
Kyocera M3550idn	05/16/18	LSM7Z49257	IL450	104	25FC00	Farmer City Rehab & Health Care
Kyocera TA-6002i	05/16/18	W2Z7803691	IL443	327	25FR08	Flanagan Rehabilitation & Health Care Center
Kyocera M3550idn	05/16/18	LSM7Z49259	IL438	196	25FR08	Flanagan Rehabilitation & Health Care Center
Kyocera TA-6002i	05/17/18	W2Z7X04547	IL468	313	25FR07	Flora Gardens Care
Kyocera TA-6002i	05/17/18	W2Z7X04530	IL447	336	25FG02	Flora Rehabilitation & Health Care Center
Kyocera M3550idn	05/17/18	LSM7Z49270	IL454	173	25FG02	Flora Rehabilitation & Health Care Center
Kyocera TA-6002i	05/21/18	W2Z7X04528	IL469	260	25HH03	Havana Health Care Center
Kyocera TA-6002i	05/16/18	W2Z7803677	IL416	430	25IH00	Illini Heritage Rehab & Health Care
Kyocera M3550idn	05/16/18	LSM7Z49264	IL451	172	25IH00	Illini Heritage Rehab & Health Care
Kyocera TA-6002i	05/31/18	W2Z7X04560	IL449	258	25LD00	LaHarpe Davier Health Care Center
Kyocera TA-6002i	05/14/18	W2Z7X04317	IL425	160	25LC00	Lebanon Care Center
Kyocera TA-6002i	05/18/18	W2Z7803687	IL463	147	25LE00	Legacy Estates of Monmouth
Kyocera TA-6002i	05/15/18	W2Z7803745	IL412	290	25MP00	Mason Point
Kyocera TA-6002i	05/15/18	W2Z7803736	IL413	182	25MP00	Mason Point
Kyocera TA-6002i	05/15/18	W2Z7803721	IL414	182	25MP00	Mason Point
Kyocera TA-6002i	05/18/18	W2Z7803692	IL459	246	25MR04	Marigold Rehabilitation & Health Care Center
Kyocera TA-6002i	05/15/18	W2Z7803725	IL426	250	25NR00	Nokomis Rehabilitation & Health Care Center
Kyocera TA-6002i	05/16/18	W2Z7X04529	IL445	358	25PT03	Palm Terrace of Mattoon
Kyocera TA-6002i	05/16/18	W2Z7X04535	IL444	275	25PC32	Piper City Rehab & Living Center
Kyocera TA-6002i	05/31/18	W2Z7X04501	EQ00035057	85	25PV00	Pleasant View Rehabilitation & Health Care Center
Kyocera TA-6002i	05/31/18	W2Z7Y04898	EQ00035023	219	25RG02	Rochelle Gardens
Kyocera TA-6002i	06/15/18	W2Z7X04537	EQ00035031	135	25RR00	Rochelle Rehabilitation & Health Care Center
Kyocera M3550idn	06/15/18	LSM7Z49273	EQ00034559	47	25RR00	Rochelle Rehabilitation & Health Care Center









**LEASE AGREEMENT**

P O Box 5180 St. Louis, Missouri 63139  
Phone 314-633-8000

<b>LESSEE</b>	Full Legal Name <b>Petersen Health Care Inc</b>					Phone Number w/Area Code <b>(309) 689-5875</b>	
	DBA Name (if any)					Purchase Order Number	
	Billing Address <b>830 W Trailcreek Dr</b>			City <b>Peoria</b>	State <b>IL</b>	Zip Code <b>61614-1862</b>	Send Invoice to Attention of
	Equipment Location (if not same as above) <b>830 W Trailcreek Dr</b>			City <b>Peoria</b>	State <b>IL</b>	Zip Code <b>61614-1862</b>	

Quantity	Equipment / Model & Description	Quantity	Equipment / Model & Description
1	HP Laserjet M806x+ Mono printer		
1	Troy Standard Yield MICR Toner		

<b>SERVICE</b>	This lease: <input type="checkbox"/> DOES include service as detailed on the attached Service Addendum
	This lease: <input checked="" type="checkbox"/> DOES not include service

You acknowledge and agree that in reliance upon your signature below LESSOR will incur costs to acquire and prepare the above listed equipment for your use under this Agreement. You agree to all the Terms and Conditions contained in both sides of this Agreement, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancellable Agreement for the full term shown above.

**Markay Snyder, General Counsel**

Signature <i>[Signature]</i>	Print Name <b>Markay Snyder</b>
Date <b>5/14/21</b>	
Title <b>General Counsel</b>	
Signature <i>[Signature]</i>	Print Name
Title	Date
Legal Name of Corporation <b>Petersen Health Care Inc</b>	
AGREEMENT MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE	

# of Lease Payments	Lease Payment	Sales Tax	Total Pymt
60	\$162.10		\$162.10

Term of Lease in Months: 60      Payment Frequency:  Monthly  Other

THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT IS NOT A CONTRACT UNTIL SIGNED AND ACCEPTED BY THE CORPORATE OFFICES OF THE LESSOR.

<b>LESSOR</b>	Signature <i>[Signature]</i>	Date <b>6/28/2021</b>
	Print Name <b>ELIZABETH SUMNER</b>	Title <b>MANAGING DIRECTOR</b>
	SumnerOne Leasing Division	
	Agreement Number <b>S1CN24479</b>	Agreement Commencement Date <b>06/10/2021</b>

**TERMS AND CONDITIONS**

The words YOU and YOUR mean the LESSEE. The words WE, US and OUR refer to the LESSOR.

1. Lease ("Agreement"): We agree to lease to you and you agree to lease from us the equipment listed above (Equipment). You promise to pay us the lease payment according to the payment schedule shown above including late charges as applicable thereto, now existing or hereafter created or arising.

2. Term and Lease, Late Payment: The initial term shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of lease shall be payable in advance, at the time and in the amounts provided above commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all lease and any additional expenses chargeable under this Agreement shall be paid in full. LESSEE's obligation to pay the lease and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever. If any installment of lease or other sum owing under this Agreement is not paid when due, LESSEE shall pay LESSOR a late charge equal to five cents per one dollar of the amount delinquent but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies LESSOR may have.

To cause the LESSOR to enter into this Agreement, each person who signs below as a "Guarantor" unconditionally guarantees to LESSOR the prompt payment when due of all LESSEE'S obligations under this Agreement. This means that if the LESSEE fails to pay any money that is owed under this Agreement, each Guarantor will pay such sum upon demand by LESSOR. Each Guarantor agrees that he or she will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor agrees to be liable even if the LESSOR does one or more of the following: (a) gives the LESSEE more time to pay one or more payments; (b) gives a re-lease in full or in part to any of the other Guarantors or the LESSEE; or (c) fails to notify the Guarantor of a default under this Agreement. Each Guarantor also agrees to pay the LESSOR for any costs or attorney fees incurred in enforcing the Guaranty. The use of my corporate or official title is only to identify my position in the company and in no way negates my personal guarantee or liability.

<b>GUARANTY</b>	Signature <i>[Signature]</i>	Date
	Print Name	
	Home Address	
	Social Security #	Phone
	Signature <i>[Signature]</i>	Date
	Print Name	
	Home Address	
	Social Security #	Phone


(Terms and Conditions continued on the reverse side of this agreement)

TERMS AND CONDITIONS (CONTINUED)

3. **No Warranties:** We are renting the Equipment to you "As Is". We will transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFRINGEMENT. THE LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF RENT OR RELEASE OF LESSEE FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT (iii) THE USE OR PERFORMANCE OF THE EQUIPMENT, (iv) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, AND ANY INABILITY TO OBTAIN THE EQUIPMENT OR DELAYS IN SHIPPING, OR (v) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING. UPON THE LESSEE'S ACCEPTANCE OF THE EQUIPMENT, THIS LEASE IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION WITHOUT THE CONSENT OF THE LESSOR. Neither manufacturer nor any agent of the supplier or manufacturer is an agent of LESSOR, or is authorized to waive or modify any term or condition of this agreement.
4. **Leasorship:** We are the LESSOR of the Equipment and have title to the Equipment. This agreement is intended by LESSOR and LESSEE to be a true Lease and not a sale; and nothing contained herein shall be construed to give LESSEE any right, title, interest in the Equipment, except as a LESSEE of the Equipment. Both the LESSOR and the LESSEE agree that the remaining useful life of the Equipment exceeds the original term of the Lease. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement of other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and re-recorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filing, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement.
5. **Re-delivery and Renewal:** If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months. It is your responsibility to advise us in writing at least 30 days prior to expiration of your intention to either return the Equipment or continue the Lease. Provided you have given timely notice of your intention to return the Equipment, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us.
6. **Maintenance, Risk of Loss and Insurance:** You are responsible for keeping the Equipment in good working order consistent with manufacturer guidelines and serviced by Vendor Authorized Servicing Dealers approved by the Lessor, unless this Lease includes the full service addendum, attached herewith, in which case except for failure to providing suitable installation environment, approved supplies, neglect, fire, act of God, vandalism, misuse, alteration, any modification or maintenance not performed by our representatives, or the use of the Equipment for other than the purpose and to the capacity for which it was designed. We are responsible for keeping the Equipment in good working order, except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay Lease payment(s). You agree during the term of this Agreement to keep the Equipment fully insured against damage and loss, up to the full value of the Equipment, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You shall furnish us with certificates of such insurance or copies of policies upon request, and shall furnish us with renewal certificates not less than ten (10) days prior to the renewal date. If you fail to maintain insurance or provide evidence of insurance in accordance with the terms of this paragraph, you agree that we have the right but not the obligation to obtain such insurance, in which event you pay us for all costs thereof. You agree to promptly notify any appropriate insurer and us of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide us with all data pertinent to such occurrence.
7. **Indemnity:** We are not responsible for any losses or injuries caused by the installation (unless LESSOR performs installation) or use of the Equipment. You agree to indemnify us for and to defend and hold us harmless against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment, the use thereof, or the possession thereof, unless resulting from the direct actions of the LESSOR, its employees or authorized agents.
8. **Taxes/Fees and Liens:** You agree to pay when due or reimburse us for all taxes, (including but not limited to sales/use, personal property) fees, fines and penalties relating to use or possession of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency. This transaction may be subject to the sales/use tax laws of the state in which the Equipment is located. You authorize us to advance the tax and increase you: monthly payment for the tax applicable. LESSEE shall, at its expense, protect and defend LESSOR'S title against all persons claiming against or through LESSEE, and shall at all times keep the Equipment free from any legal process whatsoever, including, but not limited to, liens, attachments levies and executions. LESSEE shall give immediate written notice to LESSOR of any legal actions, writs attachments, levies or executions against the Equipment and shall indemnify LESSOR from all loss caused thereby.
9. **Location of Equipment:** You will keep and use the Equipment only at your address shown. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.
10. **Default:** You shall be in default under this Agreement if you: (a) fail to pay the Lease or any other payment hereunder when due; (b) fail to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after LESSOR shall have given LESSEE written notice of default with respect thereto; (c) become insolvent; (d) make an assignment for the benefit of creditors; (e) have a receiver, trustee, conservator or liquidator appointed with or without your consent; (f) dissolve or pass a resolution to windup or liquidate; (g) have a secured party take possession of all or substantially all of your assets; (h) have an execution, attachment, sequestration or other legal process levied, enforced or used on or against all or substantially all of your assets; (i) fail to make a payment under any other agreement between us when due; (j) default under any other agreement between us; or (k) are generally unable to pay your debts as they become due.
11. **Remedies:** Upon your default under this Agreement, any obligation of ours to lease Equipment or items thereof to you shall terminate. Upon your default under this Agreement, we may, at our option, (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by you of the applicable covenants of this Agreement or to recover damages for breach thereof; and/or (b) without notice or demand, declare immediately due and payable the sum of all Lease payments and other amounts then due and owing under this Agreement or any schedule thereto, plus the sum of the Lease payments for the unexpired term of this Agreement or any schedule hereto and thereupon we shall have an immediate right to pursue all remedies provided by law, including, without limitation the following: (i) you agree to put us in possession of the Equipment upon demand; (ii) we are authorized to enter any premises where the Equipment is situated and take possession thereof without notice or demand and without legal proceedings; (iii) at our request, you will assemble the Equipment and make it available to us at a place designated by us; (iv) we may lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and apply the net proceeds, less selling and administrative expenses, on account of your obligations under this Agreement; and (v) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including costs of collection, reasonable attorney's fees and court costs. If upon your default under this Agreement, we bring suit or otherwise incur expenses for protection of our rights, you will pay our legal fees, in a reasonable amount, together with our collection expenses and court costs. In addition, from and after the date of your default under this Agreement, you shall be liable for interest on amounts due us under this Agreement at the rate of one and one-half percent (1-1/2%) per month until paid, but in no event more than the maximum rate permitted by law. All of our remedies are cumulative, and in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.
12. **Assignment:** You have no right to sell, transfer or assign this Agreement, sublease the Equipment or permit the Equipment to be used by anyone other than the LESSEE without our prior written consent. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new LESSOR will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new LESSOR will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
13. **Consent to Jurisdiction and Governing Law:** THIS AGREEMENT SHALL, IN ALL RESPECTS, BE CONSTRUED TO HAVE BEEN MADE IN THE STATE OF MISSOURI. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. THE LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MISSOURI, ST. LOUIS COUNTY, OR OF ANY FEDERAL COURT LOCATED IN SUCH STATE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL TO THE LESSEE AT ITS ADDRESS SET FORTH HEREIN, PROVIDED THAT REASONABLE TIME FOR APPEARANCE IS ALLOWED. LESSEE, TO THE EXTENT PERMITTED BY LAW, WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED BY THE SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.
14. **Customer P.O.:** You agree that any Purchase Order issued to us covering the Lease of the Equipment, is issued for purposes of authorization, and none of its terms and conditions shall modify the terms of the Agreement upon the execution thereof.
15. **Force Majeur:** If the performance by LESSOR of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of LESSOR which cannot be overcome by reasonable diligence and without unusual expense, LESSOR shall be excused from such performance to the extent that such event shall continue to prevent, hinder or delay such performance. If such condition(s) shall prevent performance permanently or any of LESSOR'S obligations hereunder, LESSOR shall notify LESSEE, as soon as reasonably practicable thereafter, in writing, of the nature and extent thereof and LESSOR shall be excused from all further performance hereunder.
16. **Entire Agreement:** This Agreement and attached Maintenance Agreement if referenced on front of Lease, contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the authorized parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplemental contracts, which shall become part of this Agreement. No amendments or changes to this Agreement shall be effective unless made in writing separate herefrom and signed by the parties hereto in accordance with the original requirements for acceptance.
17. **Waiver:** The failure by the LESSOR, after any default by LESSEE, to exercise any right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the LESSEE, shall not be a waiver of any such default or right to which the LESSOR is entitled, nor shall it in any way affect the right of the LESSOR to enforce such provisions at a later date.
18. **Severability:** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then, such provision shall be deemed inapplicable and omitted, but shall not invalidate or effect the remaining provisions of this Agreement.
19. **Notice:** All written notices, consents, and other communications required or permitted under this Agreement shall be made in writing and shall be (as elected by the person or entity given such notice) (a) hand delivered by messenger or courier service, (b) delivered by express courier service (e.g., FedEx), (c) mailed by registered or certified mail (postage prepaid), return receipt requested, to the address listed on LESSOR and LESSEE on page 1 of this Agreement unless a different address is provided below or to such other address as LESSOR or LESSEE may specify in writing given in accordance with this paragraph.  
 H to LESSOR, SummerOne Leasing Division - Attn: Secretary/Treasurer Address: 6737 Waldemar Ave. St. Louis, MO 63139;  
 H to LESSEE Attn: \_\_\_\_\_ Address: \_\_\_\_\_

Each such notice shall be deemed delivered on the earlier of (i) the date actually delivered if by messenger or courier service or express courier service or; (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

20. **Miscellaneous:** This Agreement inures to the benefit of, and is binding upon the parties hereto and their respective heirs, legatees, personal representatives, successors and assigns. If more than one LESSEE is named in this Agreement, the liability of each shall be joint and several. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Lease and all of which, when taken together, will be deemed to constitute one and the same lease. The exchange of copies of this Lease and of signature pages by facsimile and/or email shall constitute effective execution and delivery as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile and/or email shall be deemed to be their original signatures for any purpose whatsoever.

Customer Initial: 





**COPIER / PRINTER MAINTENANCE AGREEMENT**

6691 Manchester Avenue, St. Louis, MO 63139, (314) 633-6000, (800) 674-4911

BILL TO CUSTOMER INFORMATION				SHIP TO CUSTOMER INFORMATION			
COMPANY NAME Petersen Health Care Inc				COMPANY NAME Petersen Health Care Inc			
ADDRESS LINE 1 830 W Trailcreek Dr				ADDRESS LINE 1 830 W Trailcreek Dr			
ADDRESS LINE 2				ADDRESS LINE 2			
CITY Peoria	STATE IL	ZIP CODE 61614-1862		CITY Peoria	STATE IL	ZIP CODE 61614-1862	
PHONE # (309) 689-5875		EMAIL msnyder@petersenhealthcare.net		PHONE # (309) 691-8113		EMAIL msnyder@petersenhealthcare.net	
CONTACT NAME Marikay Snyder		FAX #		CONTACT NAME Marikay Snyder		FAX # (309) 691-8622	
BILL TO ACCOUNT # 25PH01		PURCHASE ORDER #		SHIP TO ACCOUNT # 25PH01		ADD TO EXISTING TANDEM NUMBER LZCN10209-01	
SALES REP Jeff Sandifer		TERRITORY # A-30	ORDER DATE 05/07/21	BEGINNING DATE			
EQUIPMENT COVERED		SERIAL #	ID	BEGINNING METER	COMMENTS		
HP M806x+ Laser Printer			110 654				

**SERVICE PLANS**

**SERVICE PLAN 1** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies. Excludes staples, binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 1A** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies, including Staples. Excludes binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 2** Full Service Warranty Protection (F.S.W.P.) coverage includes all parts, labor and photoconductors.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppressor that provides such protection is recommended.

**ALL INFORMATION IN THIS AREA IS REQUIRED. Print Fleet / Meter Collection / PrintRelease Contacts**

1 \_\_\_\_\_  
Print Fleet Installation IT Contact Name Contact Phone Contact Email

2 \_\_\_\_\_  
Connected Install Contact Name Contact Phone Contact Email

3 \_\_\_\_\_  
Meter Read Contact Name Contact Phone Contact Email

4 \_\_\_\_\_  
PrintRelease Contact Name Contact Phone Contact Email

**BILLING OPTIONS**

**BASE BILLING**  MONTHLY  QUARTERLY  ANNUALLY (Annual billing includes 5% discount)  
\_\_\_\_\_ will be billed in advance and includes \_\_\_\_\_ 8-1/2 x 11 B&W Pages and / or \_\_\_\_\_ 8-1/2 x 11 Color Pages

**BILLING IN LEASE** The monthly lease payment includes \_\_\_\_\_ 8-1/2 x 11 B&W Pages and / or \_\_\_\_\_ 8-1/2 x 11 Color Pages

**CLICK BILLING**  MONTHLY  QUARTERLY  ANNUALLY  
All / Additional pages will be billed in arrears at \_\_\_\_\_ Per B&W Page and / or \_\_\_\_\_ Per Color Page

If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By: \_\_\_\_\_ Company Name: Petersen Health Care Inc Date: \_\_\_\_\_  
 SUMNER ONE  
 Approved By: \_\_\_\_\_ Title: 5/12/21

**Electrical Power Requirements:** It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at SumnerOne's current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.

TERMS AND CONDITIONS

- 1 (A) During the term of this Agreement SumnerOne shall make all adjustments and repairs to the Equipment to maintain the Equipment in good working order.  
(B) During the term of this Agreement SumnerOne shall provide to Customer all necessary labor and parts, and photoconductors so as to enable the Equipment to function in good working order.  
(C) If F S W P PLUS coverage is selected, SumnerOne, during the term of the agreement, will provide all consumable supplies (except paper and staples) necessary to produce letter-sized or equivalent copies

2 Repair service and routine preventative maintenance shall be provided by SumnerOne during regular business hours. SumnerOne's service technicians shall have full and free access to the Equipment during regular business hours for the purposes of providing repair service, routine preventative maintenance, to install retrofits and modifications to the Equipment and to inspect, test and examine the Equipment in accordance with SumnerOne's policies and procedures.

3 Replacement Guarantee - If the Equipment has been continuously under coverage of this Agreement and cannot be put in good working order to Customer's satisfaction during the term of the Agreement, SumnerOne shall replace, upon Customer's request, the Equipment with a comparable copier/printer (which may be a new or newly refurbished machine) at no charge to Customer. The Replacement Guarantee shall remain in effect for 60 months, or in the case of refurbished equipment, 36 months from the beginning date of this Agreement, unless sooner terminated by either party per the terms and conditions shown on this Agreement. Customer shall make such request for a replacement copier/printer in writing to: SumnerOne, Attention Customer Service, 6691 Manchester Ave, St. Louis, MO 63139

If this Agreement covers customer-owned printers, and said printers cannot be repaired, SumnerOne reserves the right to replace that printer with a like or similar model at no cost to the Customer.

If this Agreement covers multiple pieces of equipment that have been installed on different dates, this replacement warranty extends only 60 months from date of original installation on a copier-by-copier / printer-by-printer basis

4 Service Price Guarantee SumnerOne guarantees the price charged for the first 36 months of this agreement will remain the same as shown on the face hereof. If the base price and/or pricing for a specific number of copies are included in a Lease payment, the base price and/or copy charges, as well as any average charges will be fixed for the initial term of the Lease. This guarantee also applies to existing printers under the SumnerOne Cost Per Page Printer Service Program.

5 Uptime Performance Guarantee During the term of this Agreement, if in the process of normal use, the equipment is not in good working order, SumnerOne will have eight normal working hours to repair or provide a "loaner" unit to the Customer or forfeit, in the form of a credit, \$25.00 per incident on contracts of 12,000 copies per month or less, or \$50.00 per incident on contracts greater than 12,000 per month. If Customer is located more than 35 miles from the St. Louis City Limits, SumnerOne will have until the end of the next business day to provide either repair or a "loaner" before above penalty applies. This guarantee applies only to products acquired through SumnerOne

6 Additional Training / Support SumnerOne provides on-going Equipment Overview Training at no charge. SumnerOne also provides additional support services requested by our customers at a rate of \$150.00 per hour. These services may include peripheral software support, or hardware issues, when it is determined by SumnerOne's Certified Technicians that these issues are not directly caused by faulty equipment

Upon successful installation of all sold connected units, our Digital Training Specialists will provide network support training to the customer for up to two hours on black and white equipment and four hours on color equipment. Set up and software installation of connected equipment will be limited to one call and up to ten (10) workstations. Any training time in excess of the two or four hours will be billed at \$150.00 per hour.

7 The maintenance service, replacement warranty and uptime penalties shall not apply and when applicable, Customer shall pay SumnerOne the current labor, parts and/or supply charges required as a result of: (a) inadequate key operator involvement or service performed by personnel other than those of SumnerOne, (b) replacement of paper or toner in the equipment, (c) the willful act of Customer, negligence relating to or misuse of the Equipment, accident, transportation, failure of electric power, air-conditioning equipment or humidity control, failure to follow operating instructions or any other cause external to the equipment including, but not limited to, fire, flood, lightning, earthquake, exposure to weather conditions or an Act of God, (d) use of parts or supplies (other than paper) not obtained from SumnerOne or approved by SumnerOne in writing as suitable for use in the Equipment, (e) additional service due to relocation of the equipment, (f) adding or removing accessory items, (g) additional need for service due to the addition of an accessory item not installed by SumnerOne or designated as covered by this Agreement, (h) delays in repairs as a result of labor disturbances or strikes, (i) services requested outside regular business hours.

Printer accessories for HP printers and accessories not purchased through SumnerOne are not covered under this Agreement.

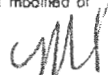
8 This Agreement terminates sooner of (a) the date or elapsed copy amount shown on the face of this Agreement, or (b) SumnerOne may terminate its obligations under this agreement if Customer's account with SumnerOne or SumnerOne's Leasing Division becomes more than 45 days in arrears, or (c) Customer may terminate this Agreement annually at the anniversary date of this agreement, or (d) if Customer has chosen Monthly Billing in Lease or Fiscal/Volume in Lease Billing, Customer may terminate this Agreement coincident with the termination of that lease.

Upon cancellation by either party, Customer agrees to pay at the per-copy charge shown for any copies used in excess of those previously billed. Customer agrees to either return any unused black or color consumable supplies and/or photoconductors which were provided by SumnerOne for use in the Equipment that are on hand or installed at time of cancellation, or pay for such supplies and photoconductors at SumnerOne's published prices for the unused portion of their estimated life. Photoconductors and developers will be prorated based on manufacturer's published yields.

9. The warranties and obligations of SumnerOne set forth in this Agreement are in lieu of: (a) all other warranties, express or implied, including implied warranties of merchantability and fitness for any particular use or purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property, loss of profit or other consequential damages, arising out of or in connection with this Agreement or the services and products performed and provided hereunder.

10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals and statements, written or oral. No representation or statement not set forth herein shall be binding upon SumnerOne as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing, signed by Customer and SumnerOne.

Customer Initials





**LEASE AGREEMENT**

P.O. Box 5180, St. Louis, Missouri 63139  
Phone: 314-633-8000

<b>LESSEE</b>	Full Legal Name <b>Peterson Health Care Inc</b>					Phone Number w/Area Code <b>(309) 689-5880</b>	
	DBA Name (if any)					Purchase Order Number	
	Billing Address <b>830 W Trailcreek Dr</b>			City <b>Peoria</b>	State <b>IL</b>	Zip Code <b>61614-1882</b>	Send Invoice to Attention of
	Equipment Location (if not same as above) <b>510 N Main</b>			City <b>Walcott</b>	State <b>IA</b>	Zip Code <b>52773</b>	
<b>EQUIPMENT</b>	Quantity	Equipment / Model & Description			Quantity	Equipment / Model & Description	
	1	Kyocera TA6004i PROMO					
	1	DP-7160 320 Sheet DSDP with Multi-Feed sensor					
	1	PF-7150 Dual 1,500 Sheet Paper Trays - Letter					
	1	AK-7110 Attachment Kit for DF-7120 / DF-7140 / DF-7150					
	1	Fax System 12					
	1	UG-40 - Speed License Upgrade to 80PPM					
	1	DF-7120 1,000 Sheet Finisher					

<b>SERVICE</b>	This lease: <input type="checkbox"/> DOES include service as detailed on the attached Service Addendum
	This lease: <input checked="" type="checkbox"/> DOES not include service

You acknowledge and agree that, in reliance upon your signature below, LESSOR will incur costs to acquire and prepare the above listed equipment for your use under this Agreement. You agree to all the Terms and Conditions contained in both sides of this Agreement, and in the attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Agreement for the full term shown above.

Signature	Print Name <b>Marikay Snyder</b>
X	Date <b>3-2-2022</b>
Title <b>General Counsel</b>	
Signature	Print Name
X	Date
Title	
Legal Name of Corporation <b>Peterson Health Care Inc</b>	
AGREEMENT MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE	

<b>PAYMENT INFO</b>	# of Lease Payments	Lease Payment	Sales Tax	Total Pymt.
	60	\$169.84		\$169.84
	Term of Lease in Months	Payment Frequency		
	60	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other		

THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT IS NOT A CONTRACT UNTIL SIGNED AND ACCEPTED BY THE CORPORATE OFFICES OF THE LESSOR.

<b>LESSOR</b>	Lessor Signature	Date <b>5/2/2022</b>
	Print Name <b>ELIZABETH SUMNER</b>	Title <b>MANAGING DIRECTOR</b>
	SumnerOne Leasing Division	
	Agreement Number <b>S1CN26637</b>	Agreement Commencement Date <b>3/31/2022</b>

**TERMS AND CONDITIONS**

The words YOU and YOUR mean the LESSEE. The words WE, US and OUR refer to the LESSOR.

1. Lease ("Agreement"). We agree to lease to you and you agree to lease from us the equipment listed above (Equipment). You promise to pay us the lease payment according to the payment schedule shown above including late charges as applicable thereto, now existing or hereafter created or arising.
2. Term and Lease, Late Payment: The initial term shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of lease shall be payable in advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all lease and any additional expenses chargeable under this Agreement shall be paid in full. LESSEE's obligation to pay the lease and other obligations hereunder shall be absolute and unconditional and are not subject to any setoff, defense, or counterclaim for any reason whatsoever. If any installment of lease or other sum owing under this Agreement is not paid when due, LESSEE shall pay LESSOR a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies LESSOR may have.

(Terms and Conditions continued on the reverse side of this agreement)

<b>GUARANTY</b>	To cause the LESSOR to enter into this Agreement, each person who signs below as a "Guarantor" unconditionally guarantees to LESSOR the prompt payment when due of all LESSEE'S obligations under this Agreement. This means that if the LESSEE fails to pay any money that is owed under this Agreement, each Guarantor will pay such sum upon demand by LESSOR. Each Guarantor agrees that he or she will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor agrees to be liable even if the LESSOR does one or more of the following: (a) gives the LESSEE more time to pay one or more payments; (b) gives a re-lease in full or in part to any of the other Guarantors or the LESSEE; or (c) fails to notify the Guarantor of a default under this Agreement. Each Guarantor also agrees to pay the LESSOR for any costs or attorney fees incurred in enforcing the Guaranty. The use of my corporate or official title is only to identify my position in the company and in no way negates any personal guarantee or liability.	
	Signature	Date
	Print Name	
	Home Address	
	Social Security #	Phone
	Signature	Date
Print Name		
Home Address		
Social Security #	Phone	



## TERMS AND CONDITIONS (CONTINUED)

3. No Warranties: We are renting the Equipment to you "As Is". We will transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFRINGEMENT. THE LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF RENT OR RELEASE OF LESSEE FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT (iii) THE USE OR THE PERFORMANCE OF THE EQUIPMENT, (iv) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, AND ANY INABILITY TO OBTAIN THE EQUIPMENT OR DELAYS IN SHIPPING, OR (v) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING. UPON THE LESSEE'S ACCEPTANCE OF THE EQUIPMENT, THIS LEASE IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION WITHOUT THE CONSENT OF THE LESSOR. Neither manufacturer nor any agent of the supplier or manufacturer is an agent of LESSOR, or is authorized to waive or modify any term or condition of this agreement.

4. Lessorship: We are the LESSOR of the Equipment and have title to the Equipment. This agreement is intended by LESSOR and LESSEE to be a true Lease and not a sale; and nothing contained herein shall be construed to give LESSEE any right, title, interest in the Equipment, except as a LESSEE of the Equipment. Both the LESSOR and the LESSEE agree that the remaining useful life of the Equipment exceeds the original term of the Lease. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement of other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and re-recorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement.

5. Re-delivery and Renewal: If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months. It is your responsibility to advise us in writing at least 30 days prior to expiration of your intention to either return the Equipment or continue the Lease. Provided you have given timely notice of your intention to return the Equipment, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us.

6. Maintenance, Risk of Loss and Insurance: You are responsible for keeping the Equipment in good working order consistent with manufacturer guidelines and serviced by Vendor Authorized Servicing Dealers approved by the Lessor, unless this Lease includes the full service addendum, attached herewith, in which case except for failure to providing suitable installation environment, approved supplies, neglect, fire, act of God, vandalism, misuse, alteration, any modification or maintenance not performed by our representatives, or the use of the Equipment for other than the purposes and to the capacity for which it was designed. We are responsible for keeping the Equipment in good working order, except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay Lease payment(s). You agree during the term of this Agreement to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You shall furnish us with certificates of such insurance or copies of policies upon request, and shall furnish us with renewal certificates not less than ten (10) days prior to the renewal date. If you fail to maintain insurance or provide evidence of insurance in accordance with the terms of this paragraph, you agree that we have the right but not the obligation to obtain such insurance, in which event you pay us for all costs thereof. You agree to promptly notify any appropriate insurer and us of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide us with all data pertinent to such occurrence.

7. Indemnity: We are not responsible for any losses or injuries caused by the installation (unless LESSOR performs installation) or use of the Equipment. You agree to indemnify us for and to defend and hold us harmless against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment, the use thereof, or the possession thereof, unless resulting from the direct actions of the LESSOR, its employees or authorized agents.

8. Taxes/Fees and Liens: You agree to pay when due or reimburse us for all taxes, (including but not limited to sales/use, personal property) fees, fines and penalties relating to use or possession of the Equipment or to this Agreement, now or thereafter imposed, levied or assessed by any state, federal or local government or agency. This transaction may be subject to the sales/use tax laws of the state in which the Equipment is located. You authorize us to advance the tax and increase your monthly payment for the tax applicable. LESSEE shall, at its expense, protect and defend LESSOR's title against all persons claiming against or through LESSEE, and shall at all times keep the Equipment free from any legal process whatsoever, including, but not limited to, liens, attachments levies and executions. LESSEE shall give immediate written notice to LESSOR of any legal actions, liens attachments, levies or executions against the Equipment and shall indemnify LESSOR from all loss caused thereby.

9. Location of Equipment: You will keep and use the Equipment only at your address shown. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.

10. Default: You shall be in default under this Agreement if you: (a) fail to pay the Lease or any other payment hereunder when due; (b) fail to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after LESSOR shall have given LESSEE written notice of default with respect thereto; (c) become insolvent; (d) make an assignment for the benefit of creditors; (e) have a receiver, trustee, conservator or liquidator appointed with or without your consent; (f) dissolve or pass a resolution to windup or liquidate; (g) have a secured party take possession of all or substantially all of your assets; (h) have an execution, attachment, sequestration or other legal process levied, enforce or sued on or against all or substantially all of your assets; (i) fail to make a payment under any other agreement between us when due; (j) default under any other agreement between us; or (k) are generally unable to pay your debts as they become due.

11. Remedies: Upon your default under this Agreement, any obligation of ours to lease Equipment or items thereof to you shall terminate. Upon your default under this Agreement, we may, at our option, (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by you of the applicable covenants of this Agreement or to recover damages for breach thereof; and/or (b) without notice or demand, declare immediately due and payable the sum of all Lease payments and other amounts then due and owing under this Agreement or any schedule thereto, plus the sum of the Lease payments for the unexpired term of this Agreement or any schedule hereto and thereupon we shall have an immediate right to pursue all remedies provided by law, including, without limitation the following: (i) you agree to put us in possession of the Equipment upon demand; (ii) we are authorized to enter any premises where the Equipment is situated and take possession thereof without notice or demand and without legal proceedings; (iii) at our request, you will assemble the Equipment and make it available to us at a place designated by us; (iv) we may lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and apply the net proceeds, less selling and administrative expenses, on account of your obligations under this Agreement; and (v) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including costs of collection, reasonable attorney's fees and court costs. If upon your default under this Agreement, we bring suit or otherwise incur expenses for protection of our rights, you will pay our legal fees, in a reasonable amount, together with our collection expenses and court costs. In addition, from and after the date of your default under this Agreement, you shall be liable for interest on amounts due us under this Agreement at the rate of one and one-half percent (1-1/2%) per month until paid, but in no event more than the maximum rate permitted by law. All of our remedies are cumulative, and in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

12. Assignment: You have no right to sell, transfer or assign this Agreement, sublease the Equipment or permit the Equipment to be used by anyone other than the LESSEE without our prior written consent. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new LESSOR will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new LESSOR will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.

13. Consent to Jurisdiction and Governing Law: THIS AGREEMENT SHALL, IN ALL RESPECTS, BE CONSTRUED TO HAVE BEEN MADE IN THE STATE OF MISSOURI. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. THE LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MISSOURI, ST. LOUIS COUNTY, OR OF ANY FEDERAL COURT LOCATED IN SUCH STATE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL TO THE LESSEE AT ITS ADDRESS SET FORTH HEREIN, PROVIDED THAT REASONABLE TIME FOR APPEARANCE IS ALLOWED. LESSEE, TO THE EXTENT PERMITTED BY LAW, WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED BY THE SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.

14. Customer P.O.: You agree that any Purchase Order issued to us covering the Lease of the Equipment, is issued for purposes of authorization, and none of its terms and conditions shall modify the terms of the Agreement upon the execution thereof.

15. Force Majeur: If the performance by LESSOR of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of LESSOR which cannot be overcome by reasonable diligence and without unusual expense, LESSOR shall be excused from such performance to the extent that such event shall continue to prevent, hinder or delay such performance. If such condition(s) shall prevent performance permanently of any of LESSOR's obligations hereunder, LESSOR shall notify LESSEE, as soon as reasonably practicable thereafter, in writing, of the nature and extent thereof and LESSOR shall be excused from all further performance hereunder.

16. Entire Agreement: This Agreement and attached Maintenance Agreement if referenced on front of Lease, contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the authorized parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplemental contracts, which shall become part of this Agreement. No amendments or changes to this Agreement shall be effective unless made in writing separate hereto and signed by the parties hereto in accordance with the original requirements for acceptance.

17. Waiver: The failure by the LESSOR, after any default by LESSEE, to exercise any right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the LESSEE, shall not be a waiver of any such default or right to which the LESSOR is entitled, nor shall it in any way affect the right of the LESSOR to enforce such provisions at a later date.

18. Severability: If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then, such provision shall be deemed inapplicable and omitted, but shall not invalidate or affect the remaining provisions of this Agreement.

19. Notice: All written notices, consents, and other communications required or permitted under this Agreement shall be made in writing and shall be (as elected by the person or entity given such notice) (a) hand delivered by messenger or courier service, (b) delivered by express courier service (e.g., FedEx), (c) mailed by registered or certified mail (postage prepaid), return receipt requested, to the address listed for LESSOR and LESSEE on page 1 of this Agreement unless a different address is provided below or to such other address as LESSOR or LESSEE may specify in writing given in accordance with this paragraph.

If to LESSOR, SummerOne Leasing Division, Attn: Secretary/Treasurer, Address: 6717 Waldemar Ave. St. Louis, MO 63139 ;  
If to LESSEE, Attn: \_\_\_\_\_, Address: \_\_\_\_\_

Each such notice shall be deemed delivered on the earlier of (i) the date actually delivered if by messenger or courier service or express courier service or; (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

20. Miscellaneous: This Agreement inures to the benefit of, and is binding upon the parties hereto and their respective heirs, legatees, personal representatives, successors and assigns. If more than one LESSEE is named in this Agreement, the liability of each shall be joint and several. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Lease and all of which, when taken together, will be deemed to constitute one and the same lease. The exchange of copies of this Lease and of signature pages by facsimile and/or email shall constitute effective execution and delivery as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile and/or email shall be deemed to be their original signatures for all purposes whatsoever.

Customer Initial: 



**COPIER / PRINTER MAINTENANCE AGREEMENT**



6691 Manchester Avenue, St. Louis, MO 63139, (314) 633-8000, (800) 874-4911

BILL TO CUSTOMER INFORMATION			SHIP TO CUSTOMER INFORMATION		
COMPANY NAME Petersen Health Care Inc			COMPANY NAME Courtyard Estates Of Walcott		
ADDRESS LINE 1 830 W Trailcreek Dr			ADDRESS LINE 1 510 N Main		
ADDRESS LINE 2			ADDRESS LINE 2		
CITY Peoria	STATE IL	ZIP CODE 61614-1862	CITY Walcott	STATE IA	ZIP CODE 52773
PHONE # (309) 689-5880	EMAIL msnyder@petersenhealthcare.net		PHONE # (563) 284-4211	EMAIL	
CONTACT NAME Marikay Snyder		FAX #	CONTACT NAME Laura Spengler		FAX # (563) -
BILL TO ACCOUNT # 25PH01		PURCHASE ORDER #	SHIP TO ACCOUNT # 25CE06		
SALES REP Jeff Sandifer	TERRITORY # #N/A	ORDER DATE 02/11/22	BEGINNING DATE	ADD TO EXISTING TANDEM NUMBER ZCN16186-01	

EQUIPMENT COVERED	SERIAL #	ID	BEGINNING METER	COMMENTS
Kyocera TA6004i PROMO				

**SERVICE PLANS**

**SERVICE PLAN 1** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies. Excludes staples, binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 1A** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies, including Staples. Excludes binding materials, paper, memo tape, punch die and MICR toner.

**SERVICE PLAN 2** Full Service Warranty Protection (F.S.W.P.) coverage includes all parts, labor and photoconductors.

*This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppresser that provides such protection is recommended.*

**ALL INFORMATION IN THIS AREA IS REQUIRED: Print Fleet / Meter Collection / PrintRelease Contacts**

1 Print Fleet Installation IT Contact Name Contact Phone Contact Email

2 Connected Install Contact Name Contact Phone Contact Email

3 Meter Read Contact Name Contact Phone Contact Email

4 PrintRelease Contact Name Contact Phone Contact Email

**BILLING OPTIONS**

**BASE BILLING**  MONTHLY  QUARTERLY  ANNUALLY (Annual billing includes 5% discount)  
 \_\_\_\_\_ will be billed in advance and includes \_\_\_\_\_ 8-1/2 x 11 B&W Pages and / or \_\_\_\_\_ 8-1/2 x 11 Color Pages

**BILLING IN LEASE** The monthly lease payment includes \_\_\_\_\_ 8-1/2 x 11 B&W Pages and / or \_\_\_\_\_ 8-1/2 x 11 Color Pages

**CLICK BILLING**  MONTHLY  QUARTERLY  ANNUALLY  
 All / Additional pages will be billed in arrears at \_\_\_\_\_ Per B&W Page and / or \_\_\_\_\_ Per Color Page

*If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.*

Customer acknowledges having read the terms and conditions shown above and on the reverse and agreed to all such terms and conditions.

Accepted By: Company Name: Petersen Health Care Inc Date: 3-2-2022

Approved By: \_\_\_\_\_ Approved By: Title: Marikay Snyder, General Counsel

**Electrical Power Requirements:** It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at SumnerOne's current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.



## TERMS AND CONDITIONS

1. (A) During the term of this Agreement, SumnerOne shall make all adjustments and repairs to the Equipment to maintain the Equipment in good working order.  
 (B) During the term of this Agreement, SumnerOne shall provide to Customer, all necessary labor and parts, and photoconductors so as to enable the Equipment to function in good working order.  
 (C) If F.S.W.P. PLUS coverage is selected, SumnerOne, during the term of the agreement, will provide all consumable supplies (except paper and staples) necessary to produce letter-sized or equivalent copies.

2. Repair service and routine preventative maintenance shall be provided by SumnerOne during regular business hours. SumnerOne's service technicians shall have full and free access to the Equipment during regular business hours for the purposes of providing repair service, routine preventative maintenance, to install retrofits and modifications to the Equipment and to inspect, test and examine the Equipment in accordance with SumnerOne's policies and procedures.

3. Replacement Guarantee - If the Equipment has been continuously under coverage of this Agreement and cannot be put in good working order to Customer's satisfaction during the term of the Agreement, SumnerOne shall replace, upon Customer's request, the Equipment with a comparable copier/printer (which may be a new or newly refurbished machine) at no charge to Customer. The Replacement Guarantee shall remain in effect for 60 months, or in the case of refurbished equipment, 36 months, from the beginning date of this Agreement, unless sooner terminated by either party per the terms and conditions shown on this Agreement. Customer shall make such request for a replacement copier/printer in writing to: SumnerOne, Attention Customer Service, 6691 Manchester Ave, St Louis, MO 63139

If this Agreement covers customer-owned printers, and said printers cannot be repaired, SumnerOne reserves the right to replace that printer with a like or similar model at no cost to the Customer.

If this Agreement covers multiple pieces of equipment that have been installed on different dates, this replacement warranty extends only 60 months from date of original installation on a copier-by-copier / printer-by-printer basis.

4. Service Price Guarantee SumnerOne guarantees the price charged for the first 36 months of this agreement will remain the same as shown on the face hereof. If the base price and/or pricing for a specific number of copies are included in a Lease payment, the base price and/or copy charges, as well as any overage charges will be fixed for the initial term of the Lease. This guarantee also applies to existing printers under the SumnerOne Cost Per Page Printer Service Program.

5. Uptime Performance Guarantee During the term of this Agreement, if in the process of normal use, the equipment is not in good working order, SumnerOne will have eight normal working hours to repair or provide a "loaner" unit to the Customer or forfeit, in the form of a credit, \$25.00 per incident on contracts of 12,000 copies per month or less, or \$50.00 per incident on contracts greater than 12,000 per month. If Customer is located more than 35 miles from the St. Louis City Limits, SumnerOne will have until the end of the next business day to provide either repair or a "loaner" before above penalty applies. This guarantee applies only to products acquired through SumnerOne.

6. Additional Training / Support SumnerOne provides on-going Equipment Overview Training at no charge. SumnerOne also provides additional support services requested by our customers at a rate of \$150.00 per hour. These services may include peripheral software support, or hardware issues, when it is determined by SumnerOne's Certified Technicians that these issues are not directly caused by faulty equipment.

Upon successful installation of all sold connected units, our Digital Training Specialists will provide network support training to the customer for up to two hours on black and white equipment and four hours on color equipment. Set up and software installation of connected equipment will be limited to one call and up to ten (10) workstations. Any training time in excess of the two or four hours will be billed at \$150.00 per hour.

7. The maintenance service, replacement warranty and uptime penalties shall not apply and when applicable, Customer shall pay SumnerOne the current labor, parts and/or supply charges required as a result of: (a) inadequate key operator involvement or service performed by personnel other than those of SumnerOne, (b) replacement of paper or toner in the equipment, (c) the willful act of Customer, negligence relating to or misuse of the Equipment, accident, transportation, failure of electric power, air-conditioning equipment or humidity control, failure to follow operating instructions or any other cause external to the equipment including, but not limited to, fire, flood, lightning, earthquake, exposure to weather conditions or an Act of God, (d) use of parts or supplies (other than paper) not obtained from SumnerOne or approved by SumnerOne in writing as suitable for use in the Equipment, (e) additional service due to relocation of the equipment, (f) adding or removing accessory items, (g) additional need for service due to the addition of an accessory item not installed by SumnerOne or designated as covered by this Agreement, (h) delays in repairs as a result of labor disturbances or strikes, (i) services requested outside regular business hours.

Printer accessories for HP printers and accessories not purchased through SumnerOne are not covered under this Agreement.

8. This Agreement terminates sooner of (a) the date or elapsed copy amount shown on the face of this Agreement, or (b) SumnerOne may terminate its obligations under this agreement if Customer's account with SumnerOne or SumnerOne's Leasing Division becomes more than 45 days in arrears, or (c) Customer may terminate this Agreement annually at the anniversary date of this agreement, or (d) if Customer has chosen Monthly Billing in Lease or Fiscal/Volume in Lease Billing, Customer may terminate this Agreement coincident with the termination of that lease.

Upon cancellation by either party, Customer agrees to pay at the per-copy charge shown for any copies used in excess of those previously billed. Customer agrees to either return any unused black or color consumable supplies and/or photoconductors which were provided by SumnerOne for use in the Equipment that are on hand or installed at time of cancellation, or pay for such supplies and photoconductors at SumnerOne's published prices for the unused portion of their estimated life. Photoconductors and developers will be prorated based on manufacturer's published yields.

9. The warranties and obligations of SumnerOne set forth in this Agreement are in lieu of (a) all other warranties, express or implied, including implied warranties of merchantability and fitness for any particular use or purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property, loss of profit or other consequential damages, arising out of or in connection with this Agreement or the services and products performed and provided hereunder.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals and statements, written or oral. No representation or statement not set forth herein shall be binding upon SumnerOne as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing signed by Customer and SumnerOne.

Customer Initials



**Exhibit 2****Invoice Report**

<b>Date</b>	<b>Invoice</b>	<b>Lease dated May 13, 2016</b>	<b>Lease dated March 31, 2022</b>	<b>Lease dated April 18, 2018</b>	<b>Lease dated June 10, 2021</b>	<b>Grand Total</b>
22-Aug-23	3673486	\$ 6,872.78				\$ 6,872.78
31-Aug-23	3684652		\$ 169.64			\$ 169.64
31-Aug-23	3684653	\$ 16,693.13				\$ 16,693.13
31-Aug-23	3684654			\$ 12,769.39		\$ 12,769.39
31-Aug-23	3684655				\$ 162.10	\$ 162.10
08-Sep-23	3691816		\$ 71.75			\$ 71.75
11-Sep-23	3693342				\$ 162.10	\$ 162.10
11-Sep-23	3693343	\$ 4,326.44				\$ 4,326.44
11-Sep-23	3693344			\$ 4,687.15		\$ 4,687.15
25-Sep-23	3709179	\$ 16,693.13				\$ 16,693.13
25-Sep-23	3709180			\$ 12,769.39		\$ 12,769.39
29-Sep-23	3714608		\$ 169.64			\$ 169.64
09-Oct-23	3723502	\$ 5,461.86				\$ 5,461.86
09-Oct-23	3723503			\$ 4,236.70		\$ 4,236.70
10-Oct-23	3724549				\$ 162.10	\$ 162.10
25-Oct-23	3740247	\$ 16,693.13				\$ 16,693.13
25-Oct-23	3740248			\$ 12,769.39		\$ 12,769.39
07-Nov-23	3753193		\$ 169.64			\$ 169.64
09-Nov-23	3755539	\$ 2,825.84				\$ 2,825.84
10-Nov-23	3756612				\$ 162.10	\$ 162.10
10-Nov-23	3756617	\$ 3,267.43				\$ 3,267.43
14-Nov-23	3759546			\$ 1,575.00		\$ 1,575.00

Date	Invoice	Lease dated May 13, 2016	Lease dated March 31, 2022	Lease dated April 18, 2018	Lease dated June 10, 2021	Grand Total
27-Nov-23	3770362	\$ 16,693.13				\$ 16,693.13
27-Nov-23	3770363			\$ 12,769.39		\$ 12,769.39
29-Nov-23	3773536		\$ 169.64			\$ 169.64
11-Dec-23	3784883				\$ 162.10	\$ 162.10
12-Dec-23	3786013	\$ 2,111.49				\$ 2,111.49
12-Dec-23	3786014			\$ 2,705.64		\$ 2,705.64
21-Dec-23	3797139	\$ 75.00				\$ 75.00
27-Dec-23	3800638	\$ 16,693.13				\$ 16,693.13
27-Dec-23	3800639			\$ 12,769.39		\$ 12,769.39
28-Dec-23	3802498		\$ 169.64			\$ 169.64
03-Jan-24	3806390	\$ 137.50				\$ 137.50
09-Jan-24	3811955	\$ 1,891.22				\$ 1,891.22
09-Jan-24	3811956			\$ 2,919.91		\$ 2,919.91
10-Jan-24	3812788				\$ 162.10	\$ 162.10
25-Jan-24	3828120	\$ 16,693.13				\$ 16,693.13
25-Jan-24	3828121			\$ 12,769.39		\$ 12,769.39
31-Jan-24	3833665		\$ 169.64			\$ 169.64
07-Feb-24	3841225	\$ 6,765.72				\$ 6,765.72
07-Feb-24	3841226			\$ 4,995.74		\$ 4,995.74
12-Feb-24	3844958				\$ 162.10	\$ 162.10
14-Feb-24	3847363	\$ 100.00				\$ 100.00
26-Feb-24	3859651	\$ 16,693.13				\$ 16,693.13
26-Feb-24	3859652			\$ 12,769.39		\$ 12,769.39
29-Feb-24	3863862		\$ 169.64			\$ 169.64
04-Mar-24	3867041	\$ 6,612.29				\$ 6,612.29
06-Mar-24	3871176			\$ 5,024.94		\$ 5,024.94



<b>Date</b>	<b>Invoice</b>	<b>Lease dated May 13, 2016</b>	<b>Lease dated March 31, 2022</b>	<b>Lease dated April 18, 2018</b>	<b>Lease dated June 10, 2021</b>	<b>Grand Total</b>
11-Mar-24	3874273				\$ 162.10	\$ 162.10
08-Dec-23	944025	\$ (1.89)				\$ (1.89)
10-Jan-24	953365	\$ (156.14)				\$ (156.14)
<b>Grand Total</b>		<b>\$ 157,141.45</b>	<b>\$ 1,259.23</b>	<b>\$ 115,530.81</b>	<b>\$ 1,296.80</b>	<b>\$ 275,228.29</b>

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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<b>In re:</b>	)	Chapter 11
	)	
<b>SC HEALTHCARE HOLDING, LLC <i>et al.</i>,</b>	)	Case No. 24-10443 (TMH)
	)	
<b>Debtors.<sup>1</sup></b>	)	Jointly Administered
	)	
	)	

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**CERTIFICATE OF SERVICE**

I, Domenic E. Pacitti, of Klehr Harrison Harvey Branzburg LLP, hereby certify that on the 3<sup>rd</sup> day of July 2024, I served a copy of *SumnerOne, Inc.’s Objection to Proposed Cure Cost* on the attached service list via electronic mail and via ECF on registered parties.

/s/ Domenic E. Pacitti  
Domenic E. Pacitti (DE Bar No. 3989)

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<sup>1</sup> The last four digits of SC Healthcare Holdings, LLC’s tax identification number is 2584. The mailing address for SC Healthcare Holdings, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to the large number of debtors in these Chapter 11 Cases, whose cases are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information is available on a website of the Debtors’ claims and noticing agent at [www.kccllc.net/Petersen](http://www.kccllc.net/Petersen).

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