


Fill in this information to identify the case:

Debtor 1 Tehum Care Services, Inc.

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas 

Case number 23-90086

Official Form 410
Proof of Claim

04/19

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor? Canon Financial Services, Inc.
 Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

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

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

<p>Where should notices to the creditor be sent?</p> <p><u>Fleischer, Fleischer and Suglia, P.C.</u> Name</p> <p><u>601 Route 73 N., Suite 305</u> Number Street</p> <p><u>Marlton NJ 08053</u> City State ZIP Code</p> <p>Contact phone <u>8564898977</u></p> <p>Contact email <u>fleischercases@fleischerlaw.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>Fleischer, Fleischer and Suglia, P.C.</u> Name</p> <p><u>601 Route 73 N., Suite 305</u> Number Street</p> <p><u>Marlton NJ 08053</u> City State ZIP Code</p> <p>Contact phone <u>8564898977</u></p> <p>Contact email <u>fleischercases@fleischerlaw.com</u></p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):

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

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



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

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

7. How much is the claim? \$ 149,920.29 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Equipment Lease Agreements
Basis for perfection: Equipment Lease Agreements
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 16,544.00
Amount of the claim that is secured: \$ 16,544.00
Amount of the claim that is unsecured: \$ 133,376.29 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 63,177.30
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 63,177.30

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

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

No

Yes. Check one:

Amount entitled to priority

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

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

\$ _____

Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

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

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

Executed on date 03/28/2023
MM / DD / YYYY

/s/ Nicola G. Suglia

Signature

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

Name Nicola G. Suglia
First name Middle name Last name

Title Partner of the Firm

Company Fleischer, Fleischer and Suglia, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 601 Route 73 North, Suite 305
Number Street
Marlton NJ 08053
City State ZIP Code

Contact phone 856-489-8977 Email fleischercases@fleischerlaw.com

STATEMENT OF ACCOUNT
Lease No.: 0050369-491

Remaining Balance	\$ 69,069.00
Purchase Option	\$ 15,330.00
Sales/Use Tax	\$ 5,063.94
Late Charges	\$ 16,299.00
Legal Fees	\$ 26,440.49
TOTAL DUE:	\$132,202.43

STATEMENT OF ACCOUNT
Lease No.: 0050369-492

Remaining Balance	\$ 7,210.50
Purchase Option	\$ 511.00
Sales/Use Tax	\$ 463.29
Late Charges	\$ 1,188.90
Legal Fees	\$ 2,343.42
TOTAL DUE:	\$11,717.11

STATEMENT OF ACCOUNT
Lease No.: 50369-1

Remaining Balance	\$3,118.32
Purchase Option	\$ 703.00
Sales/Use Tax	\$ 229.28
Late Charges	\$ 750.00
Legal Fees	\$1,200.15
TOTAL DUE:	\$6,000.75

TOTAL AMOUNT OF CLAIM:	\$149,920.29
TOTAL AMOUNT OF CLAIM THAT IS SECURED:	\$ 16,544.00
TOTAL AMOUNT OF CLAIM THAT IS UNSECURED:	\$133,376.29

7/23/2019

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LEASE 0050369-491



LEASE AGREEMENT

CANON SOLUTIONS AMERICA, INC.

CFS-1020 (03/18)

CANON FINANCIAL SERVICES, INC. (CFS)
Remittance Address: 14901 Collections Center Dr.
Chicago, Illinois 60693 Phone: (800) 220-0200

COMPANY LEGAL NAME CORIZON HEALTH INC		DBA	CFS AGREEMENT NUMBER: S0954658.09	
BILLING ADDRESS 103 POWELL CT		CITY BRENTWOOD	COUNTY DAVIDSON	STATE TN
EQUIPMENT ADDRESS Please View Equipment Schedule A		CITY	COUNTY	STATE ZIP 37027-5079
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity 28	Serial Number	Make/Model/Description IR ADV 4551 (SEE EQUIPMENT SCHEDULE)	Number of Payments 48	Payment Amount * \$5,313.00
Term in months: 48		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		
Number of Payments in Advance: 0		End of Term Purchase Option: <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other (\$ or %)		
Total Amount Due at Signing **: \$0.00		* Plus Applicable Taxes (estimated)		

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED		AUTHORIZED CUSTOMER SIGNATURE	
By:		By:	
Title: Documentation Manager		Title: CFO	
Date: 7.23.19		Date: 7-22-19	
Printed Name: _____		Printed Name: _____	
Email Address: _____		Email Address: _____	

To: Canon Financial Services, Inc. (CFS)
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a _____ organized under the laws of the State of _____, with its chief executive office at _____ and Customer leases from CFS, with its place of business at 158 Galleria Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). The Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. ADVANCE PAYMENTS:** Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.
- 6. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors and assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment, provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written

PERSONAL GUARANTY

The undersigned, (whether one or more are specified, "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. (CFS) entering into an Agreement (together with any schedules or supplements thereto, "Agreement") with Customer (hereinafter "Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and CFS (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any extension, suspension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether by agreement or operation of law.

If any payment on the Liabilities is thereafter satisfied, recovered or received by the Guarantor for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purpose of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS' rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all claims, demands, accusations and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS' rights against Customer until the Liabilities are satisfied in full. Any (a) release and extensions of time of payment, (b) rebate, substitution or compromise of or realization upon the Equipment, other guarantors or any collateral security, and (c) extension of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any part thereof, and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CFS may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as originals for all purposes.

Printed Name: _____ Signature: _____ (No Title) Date: _____
Address: _____ Phone: _____

CFS-1020 (03/18)

7/23/2019

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CANON FINANCIAL SERVICES, INC. (CFS)
 Remittance address: 14504 Collections Center Drive
 Chicago, Illinois 60693 (800) 220-0020

Equipment Schedule

AGREEMENT NUMBER: S0954658.09
 CFS-1002 (01/13)

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and CORIZON HEALTH INC ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
7120 SAMUEL MORSE DR STE 140 CORIZON HEALTH MEDICAL- COLUMBIA, COLUMBIA, MD 21046	1		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
7120 SAMUEL MORSE DR STE 140 CORIZON HEALTH MEDICAL- COLUMBIA, COLUMBIA, MD 21046	1		IRADV45511V3
500 E MADISON ST MARYLAND RECEPTION, DIAGNOSTIC & CLASSIFICATION, BALTIMORE, MD 21202	1		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
500 E MADISON ST MARYLAND RECEPTION, DIAGNOSTIC & CLASSIFICATION, BALTIMORE, MD 21202	1		IRADV45511V3
7555 WATERLOO RD PATUXENT INSTITUTION WESTERN CORRECTIONAL INSTITUTION, JESSUP, MD 20794-9783	1		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
7555 WATERLOO RD PATUXENT INSTITUTION WESTERN CORRECTIONAL INSTITUTION, JESSUP, MD 20794-9783	1		IRADV45511V3
13800 MCMULLEN HWY SE WESTERN CORRECTIONAL INSTITUTION, CUMBERLAND, MD 21502	2		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
13800 MCMULLEN HWY SE WESTERN CORRECTIONAL INSTITUTION, CUMBERLAND, MD 21502	2		IRADV45511V3
7803 MARYLAND HOUSE CORR RD MARYLAND CORRECTIONAL INSTITUTION, JESSUP, MD 20784	1		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

ACCEPTED

CANON FINANCIAL SERVICES, INC.	AUTHORIZED CUSTOMER SIGNATURE
By:	CORIZON HEALTH INC
Title: Documentation Manager	7-22-19
Effective Date: 7.23.19	Printed Name: Shalin Shah
CFS-1002 (01/13)	Title: CFO

7/23/2019

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CANON FINANCIAL SERVICES, INC. (CFS)
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60693 (800) 220-0200

Equipment Schedule

AGREEMENT NUMBER: S0954658.09
 CFS-1002 (01/13)

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and CORIZON HEALTH INC ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
7803 MARYLAND HOUSE CORR RD MARYLAND CORRECTIONAL INSTITUTION, JESSUP, MD 20794	1		IRADV4551IV3
550 E MADISON ST MARYLAND RECEPTION DIAGNOSTIC BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202	2		ECOPY SHARES CAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
550 E MADISON ST MARYLAND RECEPTION DIAGNOSTIC BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202	2		IRADV4551IV3
531 E MADISON ST BALTIMORE CENTRAL BOOKING & INTAKE, BALTIMORE, MD 21202	1		ECOPY SHARES CAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
531 E MADISON ST BALTIMORE CENTRAL BOOKING & INTAKE, BALTIMORE, MD 21202	1		IRADV4551IV3
18800 ROXBURY RD MARYLAND CORRECTIONAL TRAINING, HAGERSTOWN, MD 21746	1		ECOPY SHARES CAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
18800 ROXBURY RD MARYLAND CORRECTIONAL TRAINING, HAGERSTOWN, MD 21746	1		IRADV4551IV3
954 FORREST ST METROPOLITAN TRANS SVC CTR BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202	1		ECOPY SHARES CAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
954 FORREST ST METROPOLITAN TRANS SVC CTR BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202	1		IRADV4551IV3

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

ACCEPTED

CANON FINANCIAL SERVICES, INC.
 By: _____
 Title: Documentation Manager
 Effective Date: 7.23.19
 CFS-1002 (01/13)

AUTHORIZED CUSTOMER SIGNATURE
 CORIZON HEALTH INC
 Customer: PH
 By: Shalin Shah
 Printed Name: Shalin Shah
 Title: CFO
 Date: 7-22-19

7/23/2019

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CANON FINANCIAL SERVICES, INC. (CFS)
 Rental address: 14904 Collections Center Drive
 Chicago, Illinois 60633 (800) 220-0200

Equipment Schedule

AGREEMENT NUMBER: S0954658.09
 CFS-1002 (01/13)

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and CORIZON HEALTH INC ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
7943 BROCK BRIDGE RD MD CORRECTION INST FOR WOMEN BALTIMORE CITY DETENTION CENTER, JESSUP, MD 20794	1		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
7943 BROCK BRIDGE RD MD CORRECTION INST FOR WOMEN BALTIMORE CITY DETENTION CENTER, JESSUP, MD 20794	1		IRADV4551V3
30420 REVELLS NECK RD EASTERN CORRECTIONAL INST BALTIMORE CITY DETENTION CENTER, WESTOVER, MD 21890	2		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
30420 REVELLS NECK RD EASTERN CORRECTIONAL INST BALTIMORE CITY DETENTION CENTER, WESTOVER, MD 21890	2		IRADV4551V3
14100 MCMULLEN HWY SW NORTH BRANCH CORRECTIONAL INSTITUTION, CUMBERLAND, MD 21502	1		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
14100 MCMULLEN HWY SW NORTH BRANCH CORRECTIONAL INSTITUTION, CUMBERLAND, MD 21502	1		IRADV4551V3
300 E MAIN ST BALTIMORE CENTRAL BOOKING & INTAKE, BALTIMORE, MD 21202	1		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
300 E MAIN ST BALTIMORE CENTRAL BOOKING & INTAKE, BALTIMORE, MD 21202	1		IRADV4551V3
300 E MADISON ST CENTRAL BOOKING INST FACILITY BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202	4		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

ACCEPTED
 CANON FINANCIAL SERVICES, INC.
 By: _____
 Title: Documentation Manager
 Effective Date: **7.23.19**
 CFS-1002 (01/13)

AUTHORIZED CUSTOMER SIGNATURE
 CORIZON HEALTH INC
 Customer: _____
 By: X *[Signature]*
 Printed Name: *Shalin Shah*
 Title: *CFO*
 Date: *7-22-19*

7/23/2019

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CANON FINANCIAL SERVICES, INC. (CFS)
 Remittance address: 1494 Collections Center Drive
 Chicago, Illinois 60653 (800) 220-0200

Equipment Schedule

AGREEMENT NUMBER: S0954658.09
 CFS-1002 (01/13)

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Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
300 E MADISON ST CENTRAL BOOKING INST FACILITY BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202	4		IRADV4551V3
401 E EAGER ST BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202	1		ECOPY SHARES CAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
401 E EAGER ST BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202	1		IRADV4551V3
18701 ROXBURY RD ROXBURY CORRECTIONAL INST BALTIMORE CITY DETENTION CENTER, HAGERSTOWN, MD 21746	1		ECOPY SHARES CAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
18701 ROXBURY RD ROXBURY CORRECTIONAL INST BALTIMORE CITY DETENTION CENTER, HAGERSTOWN, MD 21746	1		IRADV4551V3
7800 MARYLAND HOUSE CORR RD JESSUP REGIONAL INFIRMARY, JESSUP, MD 20794	2		ECOPY SHARES CAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
7800 MARYLAND HOUSE CORR RD JESSUP REGIONAL INFIRMARY, JESSUP, MD 20794	2		IRADV4551V3
18601 ROXBURY RD MARYLAND CORRECTIONAL INST, HAGERSTOWN, MD 21746	2		ECOPY SHARES CAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
18601 ROXBURY RD MARYLAND CORRECTIONAL INST, HAGERSTOWN, MD 21746	2		IRADV4551V3

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

CANON FINANCIAL SERVICES, INC.
 By: _____
 Title: Documentation Manager
 Effective Date: 7.23.19
 CFS-1002 (01/13)

AUTHORIZED CUSTOMER SIGNATURE
 CORIZON HEALTH INC
 Customer: _____
 By: X *Shalin Shah*
 Printed Name: Shalin Shah
 Title: CFO
 Date: 7-22-19

7/23/2019

MarkView Print Preview - AA NUMBER: S0954658 - Corizon BRANCH: PHILADELPHIA MAJOR - DELAWARE DOCUMENT ID: 36345229



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60633 (607) 220-0820

Equipment Schedule

AGREEMENT NUMBER: S0954658.09
 CFS-1002 (01/13)

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and CORIZON HEALTH INC ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
7930 BROCK BRIDGE RD BROCKBRIDGE CORRECTIONAL FACILITY, JESSUP, MD 20794-9776	1		ECOXY SHARES SCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
7830 BROCK BRIDGE RD BROCKBRIDGE CORRECTIONAL FACILITY, JESSUP, MD 20794-9776	1		IRADV4551IV3
401 E MADISON ST CHESAPEAKE DETENTION CENTER, BALTIMORE, MD 21202	1		ECOXY SHARES SCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
401 E MADISON ST CHESAPEAKE DETENTION CENTER, BALTIMORE, MD 21202	1		IRADV4551IV3
			and any and all accessories.

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

ACCEPTED
 CANON FINANCIAL SERVICES, INC.
 By: _____
 Title: Documentation Manager
 Effective Date: **7.23.19**

AUTHORIZED CUSTOMER SIGNATURE
 CORIZON HEALTH INC
 Customer: _____
 By: X SA
 Title: _____
 Printed Name: Shahin Shah
 Date: 7-22-19
 Title: CFO

7/18/2019

MarkView Print Preview - AA NUMBER: S0954658 - Corizon BRANCH: PHILADELPHIA MAJOR - DELAWARE DOCUMENT ID: 36345229



ACQUISITION AGREEMENT LEASE OR PURCHASE

954658

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 813-2228

Salesperson: DAVE HESS Order Date: 6/11/19

Customer ("you"):		Customer Account:		Ship To:		Customer Account:	
Company: <u>CORIZON HEALTH INC.</u>		Company: <u>CORIZON HEALTH INC.</u>		Address: <u>MARYLAND LOCATIONS</u>			
Address: <u>102 POWELL COURT</u>		Address: <u>MARYLAND LOCATIONS</u>		City: <u>RAZAWOOD</u>		County:	
State: <u>TN.</u>	Zip: <u>37027</u>	Phone #: <u>615-376-1307</u>	State:	Zip:	Phone #:		
Contact: <u>ANDY TERRY</u>	Fax #:	Contact:	Fax #:				
Email: <u>ANDTERRY@CORIZONHEALTH.COM</u>	Email:						

Lease or Purchase:

You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company. Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.

Canon Financial Services, Inc. Other (Name of Leasing Company): _____

You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified. The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT

Item Code	Product Description	Qty	Unit Price	Periodic Lease Payment or Purchase Price
3324001	CANON J2 4531i	28		
2399001	CABINET	28		
1423002	STAPLER/FINISHER	28		
6315A88	E-COPY STAPLER V.6	28		
# 189.75/MO. PER UNIT 48 MONTHS				
Payment Terms			Other Requirements	
<input type="checkbox"/> Check with Order Check # _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other _____ <input type="checkbox"/> Credit Card: Requires submission of secure credit card authorization form.			<input type="checkbox"/> P.O. Required P.O. # _____ <input type="checkbox"/> Tax Exempt (Attach Certificate) <input type="checkbox"/> Customer Declines Equipment Maintenance	
			Subtotal from Supplemental Addendum	
			Subtotal	
			Delivery/Install	
			Sales Tax	
			Total	
			Deposit	
			Balance Due	
Shipping Instructions		Customer Delivery Information		Customer IT Contact Information
Ship Via: _____		Name: <u>MARYLAND LOCATIONS</u> Email: _____		This individual may be contacted for network connectivity. Name: _____ Phone: _____ Email: _____
Hours of Operation: _____		Phone: _____ Earliest Date for Delivery: ____/____/____		
Number of Stops: _____		Special Delivery/Installation Instruction: _____		
Elevator Yes <input type="checkbox"/> No <input type="checkbox"/>				
Loading Dock Yes <input type="checkbox"/> No <input type="checkbox"/>				

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERE TO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature: [Signature]
 Printed Name: Steve Doctor Title: CEO Date: 6/11/19

SLS-004 March 2018 CSA

7/18/2019

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ADDITIONAL TERMS AND CONDITIONS

954658

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

1. **LEASE OR PURCHASE PRICE AND PAYMENT.** You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts (the "Listed Software") and, together with the Equipment, the "Listed Items"). In such case as indicated on the face page hereof or in any addendum(s) hereto: (a) if purchasing the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement; (b) if leasing the Listed Items, CSA shall set the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement; Delivery/Installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement. (c) in addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment, is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein. (e) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (f) Support for Listed Software is provided directly by the respective developers thereof and set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (g) CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such software; (ii) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you; and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect. Level 1 support consists of: (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems and attempting to troubleshoot any such problems in the Listed Software; (ii) escalating operating problems to the available developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. (h) if you acquired Uniflow, an authorized CSA representative may receive a print usage report for business reviews. (i) CSA reserves the right to withhold shipment of the Listed Items (j) until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (k) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

2. **LIMITED WARRANTY.** All Canon and Co-brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty services under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. **SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.**

3. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on your

detail and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should: (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, erase the HDD (or comparable) formatting function (which may be referred to as "initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Key option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Key that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

4. **SECURITY; LATE PAYMENT.** As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financial statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agreed to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

5. **WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that the Listed Items will not be used for personal, family or household purposes.

6. **LIMITATION OF LIABILITY.** CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM, ANY BUT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

8. **GENERAL.** This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration or termination of the Agreement shall survive. The Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, are not assignable to the leasing company and such assignment shall not release you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

12/23/2019

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Lease 0050369-492

DocuSign Envelope ID: 7C81AC38-362B-4B3A-84B3-A36E861DC7D0

Canon
CANON SOLUTIONS AMERICA, INC.

LEASE AGREEMENT
CFS-1020 (03/16)

CANON FINANCIAL SERVICES, INC. (CFS)
Remittance Address: 14904 Collections Center Dr
Chicago, Illinois 60633 Phone: (800) 220-0200

COMPANY LEGAL NAME: Corizon Health Inc. DRA
CFS AGREEMENT NUMBER: _____ PHONE: _____

SELLING ADDRESS: 103 Powell Court CITY: Philadelphia COUNTY: _____ STATE: PA ZIP: 19102

EQUIPMENT ADDRESS: Maryland Locations (SEE EMAIL) CITY: _____ COUNTY: _____ STATE: _____ ZIP: _____

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Payment Amount
<u>2</u>		<u>CANON JA 4551.000 Wireless stapler/ Finisher, copy</u>	<u>48</u>	<u>379.50</u>

Term in months: 48 Payment Frequency: Monthly Quarterly Other _____
 Number of Payments in Advance: _____ End of Term Purchase Option: Fair Market Value \$1.00 Other (% of %): _____
 Total Amount Due at Signing: _____ * Plus Applicable Taxes (estimated)

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED
CANON FINANCIAL SERVICES, INC.
By: Sharon Jennings
Title: DOC ADMIN
Date: 12-23-2019

AUTHORIZED CUSTOMER SIGNATURE
By: Shalin Shah Title: 12-10-19
Printed Name: Shalin Shah Email Address: _____
Tax ID #: _____ P. preparer, DCS Date: _____
By: _____ Title: _____
Printed Name: _____ Email Address: _____

To: Canon Financial Services, Inc. (CFS)
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been obtained by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is exclusively accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Printed Name: _____ Title: _____ Date: _____

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a _____ organized under the laws of the State of _____, with its chief executive office at _____ and Customer's place of business at 136 Cedar Ave., Suite 200, Mount Laurel, New Jersey 08052, all the equipment described above, together with all replacement parts and accessories for and related to such equipment ("Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement").

2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date of delivery of the Equipment and shall continue until the end of the term specified in the Acceptance Certificate. Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment as accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term of this Agreement in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, whether, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.

3. PAYMENTS: Customer agrees to pay to CFS, as provided, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as required by CFS (CFS' "Payments"). The Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if that estimate is not accurate, including any sales or use tax, at a time or times as reasonably estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any adjustment, set-off, defense or counterclaim for any reason whatsoever.

4. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied in amounts due and payable hereunder (including, but not limited to, the amount of any late charges as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine).

5. ADVANCE PAYMENTS: Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.

6. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is hereby assigned to Customer and shall be for the benefit of CFS, Customer and CFS' successors and assigns, if any. As long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranty (including those agreed to between Customer and the manufacturer, dealer, or supplier) or other warranty specified in this Agreement, provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in this Agreement. CFS' assignment of any such warranty shall be subject to the terms and conditions of the original warranty. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other notation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance. However, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written

PERSONAL GUARANTEE

The undersigned, (whether one or more are specified "Guarantors"), in consideration of CANON FINANCIAL SERVICES INC. (CFS') entering into an Agreement (together with any schedules or supplements thereto, "Agreement") with Customer (defined above "Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its direct and indirect parent and subsidiary companies, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or other event) and the performance by Customer of all terms of the Agreement and any other transactions between Customer and CFS (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due hereunder and take any action required of Guarantors under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under the Guaranty is primary and will not be affected by any insolvency, cessation, assignment or modification of the Agreement or any discharge or release of Customer's obligations whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, suspended or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other party), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have remained in existence, notwithstanding such application, and the Guaranty shall be enforceable as to such Liabilities as fully as if such application had never taken effect. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under the Agreement, or agreements entered into after the effective date of termination and shall not affect CFS' rights under the Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all defenses, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor other than the defense of payment and performance in full under applicable law. Guarantors further waive any (a) notice of the occurrence of insolvency by Customer and the rights of the Guarantors under this Guaranty shall be governed by the laws of the State of New Jersey without reference to conflict of law principles. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR IN CFS' rights against Customer and the Liabilities are provided in full. Any (a) interests and extensions of time of payment, (b) release, substitution or compromise of or satisfaction upon the Equipment, other guarantees or any collateral security and/or release of any other right under this or any other agreement between CFS and Customer of any kind, shall, may be made granted and accepted by CFS without notice to Guarantors and without in any manner affecting Guarantors' liability under the Guaranty.

Guarantors shall pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in enforcing or seeking to collect the Liabilities, or any part thereof and in enforcing the Guaranty. THIS GUARANTEE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTEE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR IN CFS' SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIVE TO THE SUBJECTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CFS may execute a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures set to be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____
Address: _____ Phone: _____

CFS-1020 (03/16) Page 1 of 2 SEE NEXT PAGE FOR ADDITIONAL TERMS AND CONDITIONS

12/23/2019

MarkView Print Preview - AA NUMBER: S1024389 - Corizon BRANCH: PHILADELPHIA MAJOR - DELAWARE DOCUMENT ID: 37441...

DocuSign Envelope ID: 7C61AC38-382B-4B3A-84B3-A38E8610C700



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Mahwah, NY 11747
 (800) 613-2228

ACQUISITION AGREEMENT LEASE OR PURCHASE
#1024389

Salesperson DAVE HISS Order Date: 10/22/19

Customer ("you"):		Customer Account:		Ship To:		Customer Account:	
Company: <u>Corizon Health Inc.</u>		Company: <u>Corizon Health Inc.</u>		Company: <u>Corizon Health Inc.</u>		Company: <u>Corizon Health Inc.</u>	
Address: <u>109 Powell Court</u>		Address: <u>VARIOUS LOCATIONS</u>		Address: <u>VARIOUS LOCATIONS</u>		Address: <u>VARIOUS LOCATIONS</u>	
City: <u>Brentwood</u>		County:		City:		County:	
State: <u>TN</u>		Zip: <u>37027</u>		Phone #: <u>615.666.6737</u>		State: Zip: Phone #:	
Contact: <u>JASON FALSB</u>		Fax #:		Contact:		Fax #:	
Email: <u>JASON.FALSB@CORIZONHEALTH.COM</u>		Email:		Email:		Email:	
Lease or Purchase:							

You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company. Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.
 Canon Financial Services, Inc. Other (Name of Leasing Company): _____

You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified. The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT

Item Code	Product Description	Qty	Unit Price	Periodic Lease Payment or Purchase Price
<u>3324001</u>	<u>CANON FX 455/III</u>	<u>2</u>		
<u>2194001</u>	<u>CRIMES</u>	<u>2</u>		
<u>1423002</u>	<u>Staph/Finisher</u>	<u>2</u>		
<u>6315AKT6</u>	<u>E-GUY SHARPCOM VC</u>	<u>2</u>		
<u># 189.75/mo. for 48 months</u>				
Payment Terms		Other Requirements		Subtotal from Supplemental Addendum
<input type="checkbox"/> Check with Order Check # _____		<input type="checkbox"/> P.O. Required P.O. # _____		Subtotal
<input type="checkbox"/> Net 30		<input type="checkbox"/> Tax Exempt (Attach Certificate)		Delivery/Install
<input checked="" type="checkbox"/> Lease		<input type="checkbox"/> Customer Declines Equipment Maintenance		Sales Tax
<input type="checkbox"/> Other _____				Total
<input type="checkbox"/> Credit Card: Requires submission of secure credit card authorization form.				Deposit
				Balance Due
Shipping Instructions		Customer Delivery Information		Customer IT Contact Information
Ship Via _____		Name: <u>VARIOUS LOCATIONS</u> Email: _____		This individual may be contacted for network connectivity Name _____ Phone _____ Email _____
Hours of Operation _____		Phone: _____ Earliest Date for Delivery: ____/____/____		
Number of Stops _____		Special Delivery/Installation instruction _____		
Elevator Yes <input type="checkbox"/> No <input type="checkbox"/>				
Loading Dock Yes <input type="checkbox"/> No <input type="checkbox"/>				

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE. THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT

Customer's Authorized Signature Shalin Shah
 Printed Name Shalin Shah Title CEO Date 12/10/19

816-004 March 2018 CSA

12/23/2019

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ADDITIONAL TERMS AND CONDITIONS# 024389

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

1. **LEASE OR PURCHASE PRICE AND PAYMENT.** You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts (the "Listed Software" and, together with the Equipment, the "Listed Items"), in each case as indicated on the face page hereof or in any addendum(s) hereto. (a) If purchasing the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement. (b) If leasing the Listed Items, CSA shall sell the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement. Delivery/installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement. (c) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you of in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein. (e) Installation/implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (f) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (g) CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but (i) only if such upgrades and bug fixes are provided to CSA by the developers of such software; (ii) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you; and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect. Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems and attempting to troubleshoot any such problems in the Listed Software; (ii) escalating operating problems to the available developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. (h) If you acquired Uniflow, an authorized CSA representative may receive a print usage report for business reviews. (i) CSA reserves the right to withhold shipment of the Listed Items (i) until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

2. **LIMITED WARRANTY.** All Canon and Océ brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. **SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.**

3. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on your

behalf and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which discloses information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

4. **SECURITY; LATE PAYMENT.** As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

5. **WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.

6. **LIMITATION OF LIABILITY.** CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM, ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

8. **GENERAL.** This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

LEASE 50369-1



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800) 613-2228

**Master Sales & Services Agreement
 Customer Information Face Page**

MA13969

Salesperson: David M Hess Order Date: 4/30/2021

Customer ("you"):

Company: CORIZON HEALTH INC			
Address: 103 POWELL CT			
City: BRENTWOOD		County: DAVIDSON	
State: TN	Zip: 37027-5079	Phone #: 703.389.6517	
Contact: SHANE TALBOT		Fax #:	
Email: SHANE.TALBOT@CORIZONHEALTH.COM			

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p><u>SLAM</u> Customer Initials</p>	<p>Federal Tax ID Number: _____</p> <p>Organization type: Corporation</p> <p>Address for Notices: Attn: SHANE TALBOT Address: 103 POWELL CT Address 2: City: BRENTWOOD State: TN Zip: 37027-7046 Email: SHANE.TALBOT@CORIZONHEALTH.COM</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature [Signature]
 Printed Name Lakisha Arriemilan Title Vice President of Operations Date 7/23/21



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 633-2228

Lease Schedule ("Schedule") - Blended (SER-800)

Customer: CORIZON HEALTH INC
Agreement #: MA13889

CFB App #: 1826624
Transaction #: S1173178
Salesperson: David M Hees
Order Date: 08/04/21

Page 1 of 1

Billing Information		Customer Account: 1085635	
Company: CORIZON HEALTH INC		OBA:	
Address 1: 103 POWELL CT		Address 2:	
City: BRENTWOOD	County: DAVIDSON		
State: TN	Zip: 37027-7048	Phone #: 703.389.8517	
Contact: SHANE TALBOT		Fax #:	
Email: SHANE.TALBOT@CORIZONHEALTH.COM	Covered Day(s) - Rider A (Office Equipment (Shred Production))		

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information	Delivery Date
3930C008	IRADVXS27F	1	Shipping: 300 E MADISON ST CENTRAL BOOKING INST FACILITY	08/30/21
2917C001	CABSETTE MODULE AG1	1	Address 2:	
2384V120	MID VOLUME CONNECTIVITY 30-PPM LP TO 70PPM	1	City: BALTIMORE	
3328V993	INSTALL PAK IRA OX 111F / 6171F / 527F	1	Primary Customer Contact: TRAVIS WHITE	
IntSupplies	Pre-installed Supplies Installed in Machine	1	Phone #: 410.244.1510	
			Meter Contact: SHANE TALBOT	
			Phone #: 703.389.8517	
			IT Contact: TRAVIS WHITE	
			Phone #: 410.244.1510	
			Billing:	
			Address 2:	
			City:	
			Billing Contact:	
			Phone #:	

Additional Requirements:

Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 8-5

Consumables: Toner Only

Meter Method: MyCSA

For CSA USE ONLY:

Config: A | B948883

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE (HEREINAFTER, INCLUDING THE MASTER LEASE TERMS SET FORTH AS SCHEDULE 1, AND THE TERMS OF THE MASTER LEASE TERMS SET FORTH AS SCHEDULE 2, TO THE EXTENT THE MASTER LEASE TERMS SET FORTH AS SCHEDULE 1 AND SCHEDULE 2 ARE APPLICABLE TO THIS SCHEDULE. THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS SCHEDULE 1 AND SCHEDULE 2, AND SHALL APPLY TO THE ENTIRE TERM OF THE LEASE. THE SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signatures: *Shane Talbot* Printed Name: **Shane Talbot** Title: **Director of Operations** Date: **7/23/21**

CSA and Lessor: Customer certifies that (a) the Listed items returned to it in the above Schedule have been received, (b) installation has been completed, (c) the Listed items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signatures: *Kaitlyn Tracy* Printed Name: **Kaitlyn Tracy** Title: **DOC ADMIN** Date: **8/6/2021**

For Intending Purposes Only: CFS Authorized Signature: *Kaitlyn Tracy* Title: **KAITLYN TRACY** Date: **8/6/2021**

SER-800 Blended Lease March 2020



RIDER G
MASTER LEASE TERMS

CFS -1133 (05/22)

CANON FINANCIAL SERVICES, INC.

14904 Collections Center Dr.

Chicago, Illinois 60693

(800) 220-0200

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule- Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer") from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. CSA has the right to increase service charges subject to the following: (1) If a Lease Schedule indicates a "Fixed" Price Plan, all base copy charges (if any) and all Per Image Charges shall be Fixed for the initial term and shall be subject to increase after the initial term on each anniversary of the Commencement Date thereafter; (2) If a Lease Schedule indicates a "Standard" Price Plan, a) the Base Charges related to copy charges (if any) shall be subject to increase after the initial term on each anniversary of the Commencement Date; and b) the Per Image Charge shall be subject to increase annually on each anniversary of the Commencement Date; and (3) The aforementioned increases in service charges shall not exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. **Customer agrees to advise CSA of the meter readings for the Equipment upon request.** Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN,

AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

6. INDEMNITY: Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. Customer also authorizes CSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of Remote Reporting Agent during the term. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such

personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

10. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.

11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

14. PURCHASE OPTION: A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

15. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.

16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

17. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

18. WAIVER OF OFFSET: The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES: From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder. Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

22. FISCAL FUNDING (if applicable): This Section 22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.