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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA ANA DIVISION

YOUR NEIGHBORHOOD URGENT CARE, LLC, DEBTOR AND DEBTOR-IN-POSSESSION,	Lead Case No.: 17-bk-14545-TA Chapter 11 **MOTION FOR ORDER TO SELL AND ASSIGN INTEREST IN UNEXPIRED LEASES FOR NON-RESIDENTIAL REAL PROPERTY TO HOAG DEBTORS PURSUANT TO 11 U.S.C. § 363(b), OR, IN THE ALTERNATIVE, TO ASSUME AND ASSIGN UNEXPIRED LEASES FOR NON-RESIDENTIAL REAL PROPERTY PURSUANT TO 11 U.S.C. § 365; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF ROBERT AMSTER, M.D. IN SUPPORT THEREOF** [Ex Parte Application for An Order Setting a Hearing and Shortening Time for Notice filed concurrently herewith] [No hearing date set]

TO THE HONORABLE THEODOR C. ALBERT, UNITED STATES BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, ALL INTERESTED PARTIES AND/OR THEIR COUNSEL OF RECORD:

Your Neighborhood Urgent, LLC, Debtor and Debtors in possession ("Debtor") in the above-captioned bankruptcy cases (the "Bankruptcy Case"), hereby moves to sell and contemporaneously assign the Debtor's interest in unexpired leases for non-residential real property to the Hoag Debtors (as defined infra) pursuant to 11 U.S.C. § 363(b), or, in the alternative to assume and assign unexpired leases for non-residential real property pursuant to 11 U.S.C. § 365 (the "Motion"). By and through the Motion, the Debtor seeks to sell its interest in certain subleases for non-residential real property by and between the Debtor, as assignee of Newport Healthcare Center, LLC, and the owners of the non-residential real property.

I. RELATIONSHIP BETWEEN DEBTOR AND HOAG DEBTORS AND LEASES AT ISSUE IN THE MOTION

Hoag Urgent Care-Anaheim Hills, Inc., Hoag Urgent Care-Huntington Harbour, Inc., and Hoag Urgent Care-Tustin, Inc. (collectively, the "Hoag Debtors"), own and operate five (5) urgent care facilities located in Orange County, California. The Debtor is the former management company for the Hoag Debtors. The Debtor filed the instant petition for relief under chapter 11 of the Bankruptcy Code on November 17, 2017. The Hoag Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on August 2, 2017.

Prior to the commencement of their bankruptcy cases, and thereafter, the Hoag Debtors marketed their businesses and/or assets for sale in an effort to generate the maximum value for the benefit of their creditors. In order to facilitate a sale of the Hoag Debtor's assets ("Sale"), the Hoag Debtors must assume and assign their rights and interests in the Properties (defined *infra*) under the Subleases (defined *infra*) and Subsubleases (defined *infra*). The Hoag Debtors have filed their own motion in their

bankruptcy cases seeking entry of an order (1) finding that the Hoag Debtors are assignees of Debtor under the terms of the Subleases, (2) finding that the Subleases are divisible and, thus, that the portions thereof relating to the Properties (defined *infra*) is independently assumable under section 365 of the Bankruptcy Code,[1] and (3) finding adequate grounds to permit the Hoag Debtors to assume their respective rights under the Subleases (solely as they pertain to the Properties) ("Hoag Debtors' Motion"). The Hoag Debtors' Motion is presently set for hearing on November 29, 2017 at 10:00 a.m. before this Court.

Prior to the commencement of this Bankruptcy Case, the Debtor entered into subleases ("Subleases") with Newport Healthcare Center, LLC ("Newport") which holds leases on various pieces of non-residential real property ("Master Leases") with the owners of the non-residential real property ("Landlords"). Debtor is the management company of the Hoag Debtors and only holds bare legal title in the Subleases. The Hoag Debtors hold the beneficial interest in the Subleases. The Debtor does not have the funds to cure the amounts outstanding on the Subleases and have never had the funds to pay the amounts due on the Subleases. The Hoag Debtors have been making the payments due under the Subleases. The Hoag Debtors do not have the funds necessary to cure any amounts outstanding on the Subleases. Any cure amounts outstanding under the Subleases will be paid by the proposed purchasers through the close of escrow on the Sale.

As such, the Debtor seeks to sell and contemporaneously assign its bare legal title interest in the Subleases to the Hoag Debtors in order to facilitate the Sale. If the Court requires that the Debtor assume its bare legal title interest in the Subleases and assign it to the Hoag Debtors, then the Debtor seeks this alternative relief pursuant to Section 365 of the Bankruptcy Code. Any cure required to be paid for the assumption

[1] "Bankruptcy Code" refers to title 11 of the United States Code (11 U.S.C. §§ 101, *et seq*.). Unless otherwise noted, any reference to "section ___" refers to the specified section of the Bankruptcy Code.

and assignment of the Subleases will be paid by the purchasers through the close of escrow on the Sale.

II. JURISDICTION AND VENUE

This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). The Debtor consents to the entry of a final order by the Court in connection with this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue of the Bankruptcy Cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

III. STATEMENT OF FACTS

The Hoag Debtors operate three urgent care facilities (the "Hoag Clinics"), which are located at 5630 Santa Ana Canyon Road, Anaheim, California (the "Anaheim Property"), 5355 Warner Avenue, Suite 102, Huntington Beach, California (the "Huntington Property"), and 2560 Bryan Avenue, Tustin, California (the "Tustin Property" and, together with the Anaheim Property and Huntington Property, the "Properties").

In the process of establishing the Hoag Clinics, the Hoag Debtors and Debtor, the former management company for the Hoag Debtors,[2] entered into a series of agreements with Newport. The agreements include a structured leasing of the property by which Newport leased the Properties from the Landlords and, shortly thereafter, subleased the Properties to Debtor. True and correct copies of the leases between Newport and the Landlords (the "Master Leases") are attached to the Declaration of Robert Amster (the "Amster Declaration") as Exhibits A-C. True and correct copies of the Subleases, as may have been modified and/or amended from time to time, between Newport and Debtor and the Hoag Debtors are attached to the Amster Declaration as

[2] The Hoag Debtors are presently managed by Radiant Physician Group ("RPG").

Exhibits D-F. In general, the Subleases are comprised of three distinct agreements—namely, (a) a lease of the Properties to Debtor for the term of the Master Leases; (b) a financing agreement for the acquisition of certain medical and diagnostic equipment (collectively, the "Equipment"); and (c) a license for the use of the trademark or trade name "Hoag Urgent Care" (the "Trademark" and, together with the Properties and the Equipment, the "Assets"). *See, generally,* Exhibits D-F. The salient terms of the Master Leases are incorporated into the Subleases—thereby binding Debtor to the terms of the Master Leases.

Simultaneously with the execution of the Subleases, Debtor entered into "sub-subleases" with the Hoag Debtors (collectively, the "Sub-subleases"). A true and correct copy of the sub-sublease for the Anaheim Property is attached to the Amster Declaration as Exhibit G. It was the intention of Debtor and the Hoag Debtors that the Sub-subleases effectuate an assignment of all rights of Debtor under the Subleases to the Hoag Debtors. Under the Sub-subleases, Debtor granted the Hoag Debtors the exclusive right to utilize the entirety of the Properties for the duration of the Subleases. *See, generally,* Exhibit 3. Debtor also granted the Hoag Debtors its rights with respect to the Equipment and Trademark under the Subleases. *Ibid*. Newport consented to Debtor "sub-subleasing" all rights conferred under the Subleases to the Hoag Debtors. *See* Exhibit D at p. 12, Exhibit E at pp. 11-12 and Exhibit F at p. 12.

Thereafter, the Hoag Debtors utilized the Assets in the operation of the Hoag Clinics in accordance with the terms of the Subleases. Prior to the appointment of the receiver (as discussed *infra*), the Hoag Debtors (not Debtor) made nearly all of the payments under the Subleases directly to Newport and, with rare exception, satisfied the obligations of Debtor due under the Subleases.

IV. EVENTS PRECIPITATING BANKRUPTCY

A. Opus Action and Appointment of Receiver

In early 2017, Opus Bank ("Opus") filed two actions against the Hoag Debtors as well as Debtor and Robert C. Amster, M.D. ("Dr. Amster"), the president of Debtor and the Hoag Debtors, in the California Superior Court (the "State Court")—namely, *Opus Bank v. Hoag Urgent Care-Tustin, Inc., et al.*, case no. 30-2017-00911945-CU-BC-CJC (the "Hoag Action"), and *Opus Bank v. Laguna-Dana Urgent Care, Inc., et al*., case no. 30-2017-00912132-CU-BC-CJC (the "Laguna Action" and, together with the Hoag Action, the "State Court Actions"). Therein, Opus avers that the Hoag Debtors, Debtor, and Dr. Amster (collectively, the "Receivership Parties") violated the terms of certain loan agreements with Opus (the "Opus Loans").[3]

In an effort to appease Opus, permit the amicable discussions between the Debtor, Hoag Debtors and Opus to continue, and afford the Hoag Debtors additional time to explore options for selling the businesses or refinancing the Opus Loans, the Debtor and Hoag Debtors agreed to the appointment of a receiver. Accordingly, on or about May 25, 2017, the Receivership Parties, on the one hand, and Opus, on the other hand, entered into two stipulations to appoint David Stapleton (the "Receiver") as a receiver over the Hoag Debtors and Debtor, which stipulations were filed in the State Court Actions. On or about May 25, 2017, the State Court entered orders approving the stipulations and appointing the Receiver as receiver for the Hoag Debtors and Debtor (together, the "Receivership Orders").

Following his appointment, the Receiver failed to pay certain amounts owing under the Subleases to Newport and, thereby, committed a monetary default under the Subleases. In an apparent effort to resolve the default, the Receiver negotiated a purported "settlement agreement" with Opus, Newport, and Hoag Memorial Hospital Presbyterian ("Hoag"), the parent company of Newport (the "Opus Agreement").

[3] The State Court Actions were stayed with respect to the Debtors due to the commencement of the Bankruptcy Cases. On or about September 26, 2017, the Debtors removed the State Court Actions to this Court.

Pursuant to the Opus Agreement, the Receiver agreed to relinquish any and all interests the Hoag Debtors held in the Hoag Clinics and transfer the same to Newport. The Receiver also agreed to collect any and all remaining accounts receivables for the benefit of Opus in partial satisfaction of the purported liability under the Opus Loan. Thereafter, the Receiver sought state court approval of the Opus Agreement on an *ex parte* basis. If approved and consummated, the transaction would have left the Hoag Debtors without any assets to satisfy the obligations owing to its remaining creditors.

In order to prevent such an inequitable result, the Hoag Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on or about August 2, 2017.

B. Post-Petition Use of Properties and Proposed Going-Concern Sale by Hoag Debtors

Following the commencement of their bankruptcy cases, the Hoag Debtors continued to utilize the Properties to operate the Hoag Clinics while devising the most beneficial exit strategy, including, without limitation, a sale of the Hoag Debtors as a going concern or a sale of the Assets. In association therewith, the Hoag Debtors have continued to remit payments to Newport in accordance with the terms of the Subleases for the use of the Properties. At present, the Hoag Debtors are current on all post-petition payments due under the Subleases for the use and occupation of the Properties.[4]

Following the commencement of the Bankruptcy Cases, the Hoag Debtors entered into an asset sale agreement with a proposed purchaser ("Sale"). On or about October 19, 2017, the Hoag Debtors filed the *Motion to Approve Stalking Horse Bidder and Related Bid Protections and to Establish Procedures for the Sale of Estate Assets* (the “Bidding Procedure Motion”)—thereby seeking approval of certain buyer protections to facilitate the sale of the Debtors and/or their assets. On or about October 25, 2017, the Court approved the Bidding Procedure Motion.

[4] The Hoag Debtors are not current on payments related to the acquisition of the Equipment; however, as the Subleases are divisible and, thus, each constituent part independently assumable, the Hoag Debtors need not cure any arrears owing in relation to the Equipment to assume the Subleases as they pertain to the Properties.

As part of the proposed Sale, the Hoag Debtors desire to sell and purchaser seeks to acquire the Subleases and operations thereunder. As such, the Hoag Debtors intend to assume the Subleases and assign them to the proposed purchaser. Therefore, in order for this assumption by Hoag Debtors to take effect, the Debtor seeks to sell and contemporaneously assign its bare legal interest in the Subleases to the Hoag Debtors. In the alternative, the Debtor seeks to assume the Subleases and assign the Subleases to the Hoag Debtors.

V. HOAG DEBTORS HOLD THE BENEFICIAL INTEREST IN THE SUBLEASES

In order to facilitate the Sale, the Hoag Debtors must first assume their rights and interests in the Properties (defined *infra*) as assigned to them by Debtor under the Subleases (defined *infra*), and pursuant to the Subsubleases (defined *infra*).

A. The Subsubleases Effectuated an Assignment of the Subleases from Debtor to the Hoag Debtors

A "sublease" is not always a sublease; rather, a "sublease" may operate as an assignment of the sublessor's interest under the lease agreement to the sublessee—thereby, establishing privity between the lessor and the sublessee. "The transfer of the whole of a lessee's interest in a lease is an assignment; transfer of a portion of the lessee's interest is a sublease." *See Reed v. South Shore Foods, Inc.*, 229 Cal.App.2d 705, 710 (1964). In other words, "'[a] transfer or conveyance by a lessee of his full term, or the remainder thereof, which does not reserve to the lessee a reversionary interest in the leasehold estate, has the legal effect of an assignment of the lease and is not a sublease.'" *In re Sunshine Precious Metals, Inc.*, 152 B.R. 978, 980 (Bankr. D. Idaho 1993), *quoting Groth v. Continental Oil Co.*, 84 Idaho 409, 413, 373 P.2d 548, 549 (1962).

> It is elementary that a sublease, in order to operate as an assignment, must transfer to the sublessee the entire term of the original lesse [*sic*] in the whole or some part of the demised premises; and, of course, the assignment of the term, in order to terminate the privity of estate between the assignor and the original lessor, must transfer his term in the entire

> premises. … The term to be transferred to his assignee by such tenant must be for a period of time at least equal to the remainder of the term of the original lease. It must cover all of the premises demised by the original lease, and it must include all of the estate and interest in said premises possessed by the lessee under the original lease.

Barkhaus v. Producers' Fruit Co., 192 Cal. 200, 205-206 (1923).

Here, the terms of the Sub-subleases effectuated an assignment of Debtor's interests under the Subleases. Therefore, the Hoag Debtors are the holders of the beneficial interest in the Subleases and in fact the assignees under the Subleases. Moreover, this assignment to the Hoag Debtors established privity between the Hoag Debtors and Newport—thereby rendering the Subleases property of the bankruptcy estates[5] of the Hoag Debtors and not the Debtor and subject to the rights of the Hoag Debtors as debtors in possession, including, without limitation, the protections afforded them by the automatic stay.[6] The first consideration pertains to the term of the Subleases and Sub-subleases. The terms of the Subleases are coextensive with the term of the Master Lease, pursuant to which Newport obtained an interest in the Properties. *See* Exhibit D at p.2, Exhibit E at p.1, and Exhibit F at p.1. The Sub-subleases have a term coextensive with the term of the Master Lease and Sublease. *See* Exhibit G at p.2.

The Subleases and the Sub-subleases also pertain to the entirety of the same property. More precisely, the Subleases pertained to the following properties: (a) office

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[5] Property of the estate includes "all legal or equitable interests of the Debtor in property as of the commencement of the case." 11 U.S.C. § 541(a)(1); *U.S.A. v. Whiting Pools, Inc.*, 462 U.S. 198, 204–05 (1983) (observing in a Chapter 11 case that "Congress intended a broad range of property to be included in the estate" because "reorganization ... would have small chance of success ... if property essential to running the business were excluded from the estate"); *In re Coomer*, 375 B.R. 800, 804 (Bankr. N.D. Ohio 2007) (The definition of property of the estate is "intentionally broad" and includes "every conceivable interest that the Debtor may have in property."), *citing McGahren v. First Citizens Bank & Trust* (*In re Weiss*), 111 F.3d 1159, 1166 (4th Cir.1997) (noting broad definition of property). Property of the estate also includes interests which are novel or contingent or those whose enjoyment may be postponed. *Segal v. Rochelle*, 382 U.S. 375, 379 (1966). All "conceivable" interests of a Debtor, even those that are "future, nonpossessory, contingent, speculative, and derivative," are "within the reach of § 541." *Matter of Yonikus*, 996 F.2d 866, 869 (7th Cir.1993), *abrogated on other grounds by, Law v. Seigel*, 134 S.Ct. 1188, 1197 (2014); *In re Herman*, 495 B.R. 555, 584 (Bankr. S.D. Fla. 2013) (observing that the "legislative history of § 541(a) reveals that the section's purpose is to include in the estate all kinds of property whether tangible or intangible, including "anything of value that the Debtors have."), *citing* H.R. Rep. No. 95–595, at 176 (1977).

[6] In the event the Court determines that the Sub-subleases do not constitute an assignment of the Subleases, DEBTOR intends to file a voluntary petition for relief under chapter 11 of the Bankruptcy Code and, thereafter, move on an emergency basis to assume the Subleases.

space located at 5630 Santa Ana Canyon Road, Anaheim, California; (b) office space located at 5355 Warner Avenue, Suite 102, Huntington Beach, California; and (c) office space located at 2560 Bryan Avenue, Tustin, California. *See* Exhibit D at p.2, Exhibit E at p.1 and Exhibit F at p.1. The Sub-subleases pertain to the same properties in their entirety. *See* Exhibit G at p.1. The coextensive nature of the term and property subject to the Subleases and Sub-subleases demonstrates that the Sub-subleases effectuated an assignment of Debtor's interests under the Subleases—an assignment ostensibly consented to by Newport by virtue of their acknowledgement of and consent to the Sub-subleases to the Hoag Debtors. *See* Exhibit D at p. 12, Exhibit E at pp. 11-12 and Exhibit F at p. 12. This conclusion is further supported by the fact that Debtor did not retain any unconditional revisionary interest under the Sub-subleases. To the contrary, Debtor relinquished any and all rights to use the subject Properties (and/or the Assets) in favor of the Hoag Debtors.[7]

In light of these incontrovertible facts, Newport, an effort to defeat the proper characterization of the Sub-subleases as assignments of the Subleases, contends that (1) the Subleases and Sub-subleases are not co-extensive and (2) Debtor retains a conditional reversionary interest and, thus, the Sub-subleases cannot constitute assignments. With respect to the former argument, Newport contends that section 5.4 of the Sub-subleases expressly excludes certain provisions of the Subleases and, thus, cannot constitute an assignment of the Subleases. *Id*. The contention is patently false. Section 5.4 of the sub-sublease for the Anaheim Property provides:

> 5.4 **Excluded Provisions of the *Master Lease*.** Notwithstanding Sections 5.1 through 5.3 above, the following provisions of the ***Master Lease*** are excluded from this Sublease: 1.1(e), 1.1(f), 1.1(g), 1.1(h), 1.1(k), 1.1(o), 1.2(f), 3.1, 3.2, 4.1, [and] Exhibit "E".

[7] While not a consideration ordinarily weighed by courts, the course of dealing of Newport and the Hoag Debtors further supports the conclusion that the Sub-subleases effectuated an assignment and, thereby excluded Debtor from the contractual relationship. This is most evident from the fact that the Hoag Debtors remitted payments directly to Newport under the Subleases—as opposed to paying Debtor, which in turn paid Newport. Such a relationship demonstrates that Newport treated the Hoag Debtors as the true lessees under the Subleases.

See Exhibit D at p.4 (emphasis added).[8] The cited exclusions are exclusions of terms of the Master Lease, not the Subleases, and, thus, do not establish any variance between the scope of the Subleases and Sub-subleases (as Newport would have the Court believe). In fact, the Subleases contain identical provisions (*see* section 5.4)—further demonstrating that the Sub-subleases were coextensive with the Subleases and, thus, effectuated an assignment of the Subleases from Debtor to the Hoag Debtors. *See* Exhibit D at p.4, Exhibit E at p.5 and Exhibit F at p.5

The latter argument is equally unavailing. Newport contends that Debtor retained a reversionary interest in the Sublease due to (1) the right to enter and inspect the Properties and (2) the right to terminate the Sub-subleases in the event of default. Newport, however, provides no support for the contention that the right to enter and inspect the Properties in any way affects the characterization of the Sub-sublease as an assignment. Indeed, the only case law cited by Newport pertains to conditional reversionary interests.

Newport also fails to provide any basis to characterize the right to terminate the Sub-sublease upon default as a conditional reversionary interest. While a conditional or contingent reversionary interest may indicate that a sublease does not qualify as an assignment, the existence of a revisionary interest is merely one factor considered by the courts in evaluating the proper characterization of a sublease. *See supra*. Furthermore, courts relying on a conditional reversionary interest to defeat the characterization of a sublease as an assignment do so only if specific rights survive—namely, the right to re-enter or take possession of the property, not merely terminate the sublease. *See Hartman Ranch Co. v. Associated Oil Co.*, 10 Cal.2d 232, 243 (1937) (right to re-entry upon breach constitutes a "contingent reversionary interest"); *see also Garner v. Knudsen*, 129 Cal.App.2d 747,756 (1945) (same); *see also In re Vista Medical*

[8] Newport fails to cite any similar or analogous provisions in the other Sub-subleases. Accordingly, to the extent deemed relevant, this argument only affects the Anaheim Sublease.

Investors, Ltd., 98 B.R. 29, 33 (Bankr. S.D. Cal. 1989) (right to enter and take possession).

Here, the Sub-subleases do not grant Debtor the right to re-enter or take possession of the Properties; rather, section 23.3 of the Sub-subleases merely grants Debtor the right to terminate the Sub-sublease as a remedy for default—not a contractual right available to Debtor in the event the respective clinics perform under the agreements. *See* Exhibit G at p.13. Indeed, Newport fails to cite, and the Hoag Debtors were unable to locate, a decision holding that the right to terminate the sublease upon default constitutes a "contingent reversionary interest" and, more importantly, a sufficient reversionary interest to warrant a *per se* finding that a sublease cannot constitutes an assignment.

In sum, it is beyond reasonable dispute that the Sub-subleases effectuated an assignment of Debtor's rights and obligations under the Subleases to the Hoag Debtors. As such, privity exists between the Hoag Debtors and Newport and, more importantly, the Subleases constitute assets of the bankruptcy estates of the Hoag Debtors subject to the rights of the Hoag Debtors as debtors in possession.

B. <u>The Debtor As Holder of Bare Legal Title May Sell and Contemporaneously Assign Its Interest in the Subleases to the Hoag Debtors</u>

Pursuant to 11 U.S.C. § 363(b), a debtor in possession may, with court approval, sell property of the estate outside the ordinary course of business. A proposed sale of estate property will be approved if it is in the best interests of the estate, based on the facts and history of the case. *See In re America West Airlines*, 166 B.R. 908, 912 (Bankr. D. Ariz. 1994) (citing *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2nd Cir. 1983)). A court has broad discretion to authorize a sale under 11 U.S.C. § 363(b). *See In re Walter*, 83 B.R. 14, 19 (B.A.P. 9th Cir. 1988); *see also In re WPRV-TV*, 983 F.2d 336, 340 (1st Cir. 1993); *New Haven Radio, Inc. v. Meister (In re Martin-Trigona)*, 760 F.2d 1334, 1346 (2nd Cir. 1985); *Lionel Corp.*, 722 F.2d at 1069; *Stephens Indus., Inc. v.*

McClung, 789 F.2d 386, 390-91 (6th Cir. 1986). Generally, courts will find that a proposed sale is in the best interests of the estate where the trustee has a valid "business justification" for the proposed sale. *See e.g.*, *Stephens Indus., Inc.*, 789 F.2d at 390; *In re Baldwin United Corp.*, 43 B.R. 888, 905 (Bankr. S.D. Ohio 1984); *see also In re 240 North Brand Partners, Ltd.*, 200 B.R. 653 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830 (Bankr. C.D. Cal. 1991); *In re Ernst Home Center, Inc.*, 209 B.R. 974 (Bankr. W.D. Wash. 1997). A bankruptcy court's power to authorize a sale under § 363(b) is reviewed for abuse of discretion. *See Walter*, 83 B.R. at 19.

Debtor seeks to sell and contemporaneously assign its interest in the Subleases to the Hoag Debtors subject to all claims and encumbrances, as is, where is, with no representations or warranties pursuant to Section 363(b) of the Bankruptcy Code. As set forth in detail above, Debtor asserts it holds only bare legal title to the Subleases and that the Hoag Debtors hold the beneficial interest in the Subleases and, as a result, Debtor seeks to assign and sell its bare legal interest in the Subleases to the Hoag Debtors. The proposed purchaser of the Sale from the Hoag Debtors will cure any amounts due under the Subleases through the close of escrow on the Sale.

VI. THE SUBLEASES ARE DIVISIBLE AND, AS SUCH, THE HOAG DEBTORS MAY ASSUME THE PORTION OF THE SUBLEASES PERTAINING TO THE PROPERTIES INDEPENDENTLY OF THE OTHER CONSTITUENT PARTS OF THE SUBLEASES

A. The Subleases are Divisible

Under section 365, "[i]t is well established that as a general proposition an executory contract must be assumed or rejected in its entirety." *Stewart Title Guaranty Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir.1996) (citation omitted). This "often-repeated statement ... means only that the Debtor cannot choose to accept the benefits of the contract and reject its burdens to the detriment of the other party to the agreement." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th

Cir.1985). "However, '[i]f a single contract contains separate, severable agreements the Debtor may reject one agreement and not another.'" *In re Mirant Corp.*, 197 F. App'x 285, 289 (5th Cir. 2006), *quoting Stewart Title Guaranty Co.,* 83 F.3d at 741; *see also N.L.R.B. v. Bildisco & Bildisco,* 465 U.S. 513, 532 (1984); *In re Plitt Amusement Co. of Washington, Inc.,* 233 B.R. 837, 840 (Bankr.C.D.Cal.1999); *In re Stanton,* 248 B.R. 823, 830 (9th Cir. BAP 2000) (if the agreement can be disaggregated then each must be considered separately for purposes of section 365), *citing In re Pacific Express, Inc.,* 780 F.2d 1482, 1486 (9th Cir.1986). "Severability is determined by the intent and the actions of the contracting parties. Severability is a question whether parts of a contract or lease, or part performance thereunder, can be separated and treated as independent legal obligations." *In re Plitt Amusement Co. of Washington, Inc.*, 233 B.R. 837, 845 (Bankr. C.D. Cal. 1999), *citing In re Qintex Entertainment, Inc.*, 950 F.2d 1492, 1496 (9th Cir. 1991).

Here, the Subleases contain three distinct and severable agreements—namely, (1) a lease for real property (i.e., the Properties), (2) a licensing agreement for the Trademark, and (3) a financing agreement (erroneously characterized as a lease) for the Equipment. The intent of the parties to treat each component as a separate agreement is evident from the terms and structure of the Subleases.

First and foremost, the consideration due under the Subleases varies substantially for the Properties versus the Equipment and Trademark. Under the terms of the Subleases, the consideration for the use of the Properties comes in the form of rent, which consists of a monthly base rent (section 4.1), adjustments to monthly base rent to account for the minimum rent due under the Master Leases (section 4.2), and "Additional Rent" (section 4.3) pertaining to the use of common areas. *See* Exhibit D at pp. 2-4, Exhibit E at pp. 2-4, and Exhibit F at pp. 2-4. The consideration for the Equipment, on the other hand, is markedly different. More precisely, the Subleases require fixed monthly payments for a defined term (i.e., the initial term of the Sublease) in an amount equal to the amortized purchase price of the Equipment plus six percent

(6%) *per annum*.[9] *See* Exhibit D at pp. 5-6, Exhibit E at p. 6, and Exhibit F at p. 6. Likewise, the Trademark license has a consideration structure wholly independent of the lease of the Properties or purchase of the Equipment. Per the Terms and Conditions of Trademark License, which is a self-contained agreement merely appended to the Subleases, the Hoag Debtors are required to pay a royalty for the use of the Trademark—namely, one percent (1%) of "New Patient Revenues" (as defined in the Subleases). *See* Exhibit D at pp. 3-4, 26, Exhibit E at pp. 3-4, 24, and Exhibit F at pp. 3-4, 24. The consideration for each portion of the Subleases is wholly independent of the other rights.

Additionally, the nature of the agreements pertaining to the Assets differ substantially. With respect to the Properties, the Subleases constitute a true lease—i.e., an agreement by which the Hoag Debtors were granted the temporary right to use and occupy the Properties in exchange for payment of a fixed amount related to the value of occupancy, not the value of the Properties themselves. *See* Exhibit D at p. 2, Exhibit E at p. 2, and Exhibit F at p. 2. The treatment of the "lease" for the Equipment is substantially different. More precisely, the "lease" for the Equipment is not actually a lease; rather, the Subleases (as they pertain to the Equipment) are intended to effectuate an "installment sale" of the Equipment to the Hoag Debtors. *See* Exhibit D at pp. 3-4, Exhibit E at pp. 3-4, and Exhibit F at pp. 3-4. In other words, Newport is <u>not</u> leasing the Equipment to the Hoag Debtors, as assignees. To the contrary, Newport purchased the Equipment for Debtor with the express understanding that Debtor would repay Newport the cost of the Equipment plus financing costs—a structure referred to by Newport in the Subleases as an "installment sale."[10] The Trademark license contains

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[9] Section 9 of the Subleases also permits the Hoag Debtors to purchase the Equipment at the end of the "lease" for one dollar ($1.00).

[10] As discussed further in the *Debtors' Opposition to Amended Motion for Relief from the Automatic Stay under 11 U.S.C. § 362* and related declarations [D.E. 160-162], the Subleases as they pertain to the Equipment constitute financing agreements. As such, there is no need for the Hoag Debtors to assume those portions of the Subleases. *See* 11 U.S.C. § 365. That being said, the Hoag Debtors do not seek a determination that the Subleases as they pertain to the Equipment constitute financing agreements. Such relief shall be sought via a subsequent adversary proceeding. The Court, however, need not determine whether the Subleases as they pertain to the Equipment constitute financing agreements in order to determine that the Subleases are severable. Rather, the Court may determine that the

yet another, independent compensation structure wholly unlike the consideration related to the Properties and the Equipment. More precisely, the consideration for the Trademark license is dependent on a percentage of net patient revenues. *See* Exhibit D at pp. 3-4, Exhibit E at pp. 3-4, and Exhibit F at pp. 3-4.

The structure of the Subleases further demonstrate that the Subleases are comprised of three separate agreements. The most glaring indication of this fact pertains to the Trademark. Indeed, the use of the Trademark is subject to three trademark license agreements that are merely appended to the Subleases. *See* Exhibit D at pp. 22-28, Exhibit E at pp. 21-27, and Exhibit F at pp. 21-26. These trademark licenses are self-contained documents that set forth all relevant terms regarding the use of the Trademark, including the term and manner of use, and the compensation payable for the use of the Trademark. *Ibid*. In fact, each of the trademark license agreements contain integration clause, which provides as follows:

> This Memorandum, including attached Schedules[,] contains the entire agreement of the parties with respect to the Property, and any and all prior agreements relating to the Property are superseded in their entirety.

See Exhibit D at p. 27, Exhibit E at p. 26, and Exhibit F at p. 26. The inclusion of such a provision unambiguously demonstrates that the Trademark licenses are entirely separate agreements from the leases of the Properties and financing agreements for the Equipment.

Similarly, the structure of the Subleases also demonstrates that the provisions pertaining to the Equipment were intended to be separate and apart from the lease of the Properties and license of the Trademark. With respect to the Equipment, the Subleases provide that Newport shall purchase the Equipment on behalf of Debtor and the Hoag Debtors and, thereafter, "lease" the Equipment to Debtor and the Hoag Debtors until Newport receives payment of the purchase price plus interest at six percent (6%) as well as a nominal buy-out payment of one dollar ($1.00). *See* Exhibit D at p. 5,

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Subleases are severable based on the substantial and fundamental differences between the Subleases as they pertain to the Properties, Equipment and Trademark, and reserve the question of whether the portions of the Subleases pertaining to the Equipment constitute a financing agreement for later adjudication.

Exhibit E at p. 6, and Exhibit F at p. 6. This financing arrangement is wholly separate and apart from the lease of the Properties or the license of the Trademark and, indeed, is not premised on the continued occupancy of the Properties. In other words, Debtor and/or the Hoag Debtors could elect to pay-off the balance owing under the financing agreement for the Equipment at any time and, thereafter, remove the Equipment from the Properties and use the Equipment in any manner Debtor and/or the Hoag Debtors saw fit. *Ibid*.

In an effort to dispute the severability of the Subleases, Newport merely contends that the Subleases are indivisible because they are a single document and the Subleases do not contain any provisions permitting the Hoag Debtors to sever the Subleases. Once again, however, Newport's argument is demonstrably incorrect. First, and as discussed *supra*, the Subleases are not a single document. Indeed, the agreement governing the use of the Trademark is a wholly separate and self-contained agreement Newport merely appended to the Subleases. *See, generally,* Exhibit D at pp. 22-28, Exhibit E at p. 21-26, and Exhibit F at pp. 21-26. However, even assuming, *arguendo*, that the Subleases were comprise of a single document, such a fact would not preclude a finding that the components of the Subleases were divisible. First and foremost, such a ruling would contravene existing law. Secondly, adoption of the rule advanced (and erroneously relied upon by Newport) would eviscerate the rule in its entirety as the rule is specifically designed to address the circumstance where a single document embodies multiple, independent agreements.

Furthermore, the Subleases do permit the Hoag Debtors to sever the Subleases. This fact is most evident from the severability clauses of the Subleases. *See* Exhibit D at p. 17, Exhibit E at p. 17, and Exhibit F at p. 17. Additionally, the provisions related to the Equipment also contemplate the severance of this portion of the agreement upon payment in full. Under Section 9 of the Subleases, the Hoag Debtors may purchase the Equipment at any time for an amount equal to the payments owing under the "lease" (i.e., the purchase price plus a financing fee of six percent (6%) per annum) plus one

dollar ($1.00). *See* Exhibit D at p. 5, Exhibit E at p. 6, and Exhibit F at p. 6. Upon payment in full, Newport is obligated to assign all of its rights to the Equipment to Debtor and, thereafter, the Equipment shall be solely owned by Debtor. *Ibid*. Indeed, the Subleases expressly provide that upon sale, the Equipment "shall no longer be subject to any rental or other obligations herein." *Ibid*. Accordingly, not only may the Hoag Debtors sever the Equipment portions of the Subleases, such provisions are rendered moot automatically upon the Hoag Debtors' acquisition of the Equipment. In other words, the Subleases are drafted in a manner that envisions the severability of the Equipment-related provisions from the remaining provisions of the Subleases.

In sum, the Subleases are not consolidated agreements pertaining to the Assets as a whole. To the contrary, the Subleases are comprised of three distinct agreements—a real property lease, a trademark license, and an equipment purchase and financing agreement. As such, these components of the Subleases must be severed and, for the purposes of section 365, treated individually.

B. <u>The Hoag Debtors May Assume the Portions of the Subleases Pertaining to the Properties</u>

By and through the Hoag Motion, the Hoag Debtors seek to assume the Subleases as they pertain to the Properties and assign the same to Purchasers.

1. The Hoag Debtors may Assume the Subleases

Under section 365(a), a chapter 11 Debtor in possession, "subject to the court's approval, may assume or reject an executory contract or unexpired lease of the Debtor." 11 U.S.C. § 365(a). In evaluating a request to assume an executory contract or unexpired lease, "a bankruptcy court need engage in 'only a cursory review of a [Debtor-in-possession]'s decision to [assume or] reject the contract. Specifically, a bankruptcy court applies the business judgment rule to evaluate a [Debtor-in-possession]'s [assumption or] rejection decision ...." *In re Pomona Valley Med. Grp., Inc.*, 476 F.3d 665, 670 (9th Cir. 2007), *quoting Durkin v. Benedor Corp. (In re G.I. Indust., Inc.)*, 204 F.3d 1276, 1282 (9th Cir. 2000); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523

(1984); *see also In re Chi-Feng Huang*, 23 B.R. 798, 800 (9th Cir. BAP 1982). As noted in *Pomona Valley Medical Group*,

> We have never had the occasion to define the contours of the business judgment rule in the bankruptcy context. However, courts are no more equipped to make subjective business decisions for insolvent business than they are for solvent businesses, so we have no difficulty concluding that its formulation in corporate litigation is also appropriate here.

476 F.3d at 670, *citing See Lubrizol Enter. v. Richmond Metal Finishers,* 756 F.2d 1043, 1047 (4th Cir.1985) (adopting the corporate business judgment rule for bankruptcy proceedings).

Accordingly, in evaluating a decision to assume or reject an executory contract or unexpired lease, "the bankruptcy court should presume that the Debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." *Ibid*; *see Navellier v. Sletten,* 262 F.3d 923, 946 n. 12 (9th Cir.2001); *FDIC v. Castetter,* 184 F.3d 1040, 1043 (9th Cir.1999); *see also In re Chi-Feng Huang,* 23 B.R. at 801 ("The primary issue is whether rejection would benefit the general unsecured creditors."). Accordingly, the bankruptcy court should approve the assumption or rejection of an executory contract or unexpired lease under section 365(a) "unless it finds that the Debtor-in-possession's conclusion that [assumption or] rejection would be 'advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice.'" *Pomona Valley Med. Grp., Inc.*, 476 F.3d at 670, *quoting Lubrizol Enter. v. Richmond Metal Finishers,* 756 F.2d at 1047.

a. Assumption Serves the Best Interests of the Estate

As a threshold matter, the Subleases are subject to assumption under section 365(a). The two statutory prerequisite to assumption are (1) that the subject lease or agreement qualified as an unexpired lease or executory contract as of the petition date in the bankruptcy case and (2) that the subject lease or agreement constitute a lease or agreement of the Debtor. Per their terms, the Subleases constitute unexpired leases within the meaning of section 365(a). More precisely, the Anaheim Sublease terminates

in or about August 2021,[11] the Huntington Sublease terminates on or about October 31, 2021, and the Tustin Sublease terminates on or about April 30, 2021. Additionally, as discussed *supra*, as assignees of Debtor, the Subleases constitute unexpired leases of the Hoag Debtors.

Additionally, based on the circumstances presented, the Hoag Debtors have concluded that the assumption of the Subleases serve the best interests of the estates and their respective creditors. The Subleases pertain to the Properties. At present, the Hoag Debtors operate the Hoag Clinics from the Properties. The Hoag Clinics represents a major source of income for the Estates. If the Hoag Debtors are unable to assume the Subleases, the Hoag Debtors will not only be unable to continue operating, the Debtors will be unable to consummate the proposed Sale to Purchasers—a Sale that provides substantially more benefit to the Estates than the Opus Agreement and represents the only potential for distributions to creditors (other than Opus). Based on the foregoing, the Hoag Debtors believe, in their sound business judgment, that the assumption of the Subleases is not only beneficial to creditors, it is essential to the administration of the Bankruptcy Cases. In addition to the benefits of assumption, the assumption of the Subleases is not likely to place any undue burdens on the Estates.

b. The Hoag Debtors have Provided Adequate Assurance of Future Performance and shall Cure any Arrears Relating to the Properties

Pursuant to section 365(b)(1), "[i]f there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, as the time of assumption of such contract or lease, the trustee...(A) cures, or provides adequate assistance that the trustee will promptly cure, such default … [¶] … and (C) provides adequate assurance of future performance under such contract or

[11] The termination dates provided herein refer to the initial terms of the Subleases, without any extensions thereof. The term for the Anaheim Sublease is not expressly defined; rather, the term is ten (10) years from the "Turnover Date" (as therein defined). The Hoag Debtors believe the "Turnover Date" occurred shortly after the execution of the Anaheim Sublease on or about August 22, 2011. In any event, the initial term of the Anaheim Sublease expires no earlier than August 22, 2021—ten (10) years from the execution of the Anaheim Sublease.

lease." 11 U.S.C. § 365(b)(1). Following the appointment of the Receiver, the Hoag Debtors committed one or more monetary defaults under the Subleases due to the Receiver's failure to make the requisite payments. Accordingly, in order to assume the Subleases, the Hoag Debtors must satisfy section 365(d)(1).

Based on the Hoag Debtors' books and records, the Hoag Debtors believe that they are current on all rental obligations related to the use and occupancy of the Properties following the Petition Date. Prior to the Hoag Debtors bankruptcy filing, the Receiver failed to make two monthly payments under the Subleases. Based on the base rent under the Subleases plus applicable late fees, the Hoag Debtors estimate that the Receiver failed to pay approximately $63,801.74 in rent for the use and occupancy of the Properties. Accordingly, prior to or through the Sale, the Hoag Debtors shall cure this default in order to permit the assumption of the Subleases. Debtor does not have funds sufficient to cure this default. As the sale hearing is scheduled for December 13, 2017—approximately two (2) weeks after the scheduled hearing for the Hoag Motion—the Hoag Debtors will be able to promptly cure any and all arrears under the Subleases pertaining to the lease of the Properties.

With respect to adequate assurance of future performance, section 365(b)(3) provides as follows:

> (3) For the purposes of paragraph (1) of this subsection and paragraph (2)(B) of subsection (f), adequate assurance of future performance of a lease of real property in a shopping center includes adequate assurance—
>
> > (A) of the source of rent and other consideration due under such lease, and in the case of an assignment, that the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of the Debtor and its guarantors, if any, as of the time the Debtor became the lessee under the lease;
> >
> > (B) that any percentage rent due under such lease will not decline substantially;
> >
> > (C) that assumption or assignment of such lease is subject to all the provisions thereof, including (but not limited to) provisions such as a radius, location, use, or exclusivity provision, and will not breach any such provision contained in any other lease, financing agreement, or master agreement relating to such shopping center; and

> (D) that assumption or assignment of such lease will not disrupt any tenant mix or balance in such shopping center.

11 U.S.C. § 365(b).

Source of Rent and Other Consideration. The Hoag Debtors continue to operate the Hoag Clinics. As set forth in the monthly operating reports and cash flow projections, the Hoag Debtors have sufficient cash flow to pay the consideration due under the Subleases pertaining to the use and occupancy of the Properties—a fact demonstrated by the payment of the rent related to the use and occupancy of the Properties since the commencement of the Bankruptcy Cases while maintaining operations and complying with the terms of the Court-approved cash collateral budget. A true and correct copy of the Hoag Debtors' most recent cash flow projection is attached to the Amster Declaration as Exhibit J.

Percentage Rent. The Subleases do not require the payment of a percentage rent in relation to the use and occupancy of the Properties. As such, this factor is inapplicable.

Assumption Subject to Terms of Subleases. The Hoag Debtors intend to assume the portions of the Subleases pertaining to the Properties subject to the terms thereof.

Tenant Mix or Balance. Following assumption, the Hoag Debtors intend to continue operating the Hoag Clinics until the sale of the Hoag Debtors and/or their assets to Purchaser, or the party offering the highest and best bid following the overbid auction. Accordingly, pending a sale, the use of the Properties shall be unchanged.

Based on the foregoing, the Hoag Debtors respectfully submit that the requirement of section 365(b)(1) have been met and, as such, the Hoag Debtors are entitled to assume the Subleases.

c. The Hoag Debtors are not Subject to any Restrictions on the Assumption of the Subleases

In pertinent part, section 365(c) provides that a Debtor in possession "may not assume … any executory contract or unexpired lease of the Debtors, whether or not

such contract or lease prohibits or restricts assignment of rights or delegation of duties, if … [¶] … (3) such lease is of nonresidential real property and has been terminated under applicable nonbankruptcy law prior to the order for relief." 11 U.S.C. § 365(c)(3). As discussed *supra*, the Subleases were in full force and effect as of the Petition Date. Accordingly, section 365(c)(3) is inapplicable and the Hoag Debtors may assume the Subleases.

Moreover, Newport has expressed its intention to surrender its interest under the Master Leases if the Motion is granted in a transparent attempt to frustrate the proposed Sale and, thus, the administration of the Bankruptcy Cases. Regrettably for Newport, the surrender of their interests in the Master Leases could not, as a matter of established California law, affect the interests of the Hoag Debtors under the Subleases or Sub-subleases. . *See Buttner v. Kasser*, 19 Cal.App. 755, 760 (1912) ("A tenant may surrender his estate to his landlord, but if he have since its commencement created some minor interest out of it, or have made an underlease, he cannot, by surrendering, destroy the charge or affect the estate of the underlessee."); *Northridge Hosp. Found. v. Pic 'N' Save No. 9 Inc.*, 187 Cal. App. 3d 1088, 1094–95 (Ct. App. 1986) ("The general rule is that the rights of a subtenant cannot be affected by a voluntary surrender of the master lease."); *see* Ex. A, at p. 51 (Art. 56) (California law applies); Ex. B, at p. 13 (¶ 29) (California law applies); and Ex. C, at pp. 13-14 (¶ 29) (California law applies). Furthermore, Newport cannot (without breaching the Subleases) surrender or otherwise cancel its interests in the Master Leases. More precisely, per paragraph 26 of the Subleases, in the event that Newport decides to surrender its interests under the Master Leases, Newport must immediately notify the Hoag Debtors and, therefore, assign its interests under the Master Leases to the Hoag Debtors without consideration. *See* Ex. D, at p. 16, Ex. E, at p. 16, and Ex. F, at p. 16. As such, any right to surrender cannot (as a matter of law) affect the rights of the Hoag Debtors to use and occupy the Properties or assume and assign their interests under the Subleases in accordance with section 365.

VII. CONCLUSION

WHEREFORE, the Debtor respectfully request that the Court enter an order (1) granting the Motion in its entirety, (2) finding notice of the motion due and proper, (3) finding the Hoag Debtors constitute the true lessees under the Subleases by virtue of an assignment of Debtor's rights and interest therein to the Hoag Debtors via the Sub-subleases, (4) finding that the Debtor may sell and contemporaneously assign its bare legal interest in the Subleases to the Hoag Debtors pursuant to 11 U.S.C. §363(b) or, in the alternative, finding that Debtor may assume the Subleases and assign the Subleases to the Hoag Debtors with any cure amounts outstanding on the Subleases to be paid through close of escrow on the Sale, and (7) granting any further or additional relief requested.

Dated: November 23, 2016

LOBEL WEILAND GOLDEN FRIEDMAN LLP

By: */s/ Jeffrey I. Golden*
JEFFREY I. GOLDEN, Attorneys for Your Neighborhood Urgent Care, LLC, Debtor and Debtor-in-Possession

DECLARATION OF ROBERT C. AMSTER

I, Robert C. Amster, declare as follows:

1. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. The Hoag Debtors operate three urgent care facilities (the "Hoag Clinics"), which are located at 5630 Santa Ana Canyon Road, Anaheim, California (the "Anaheim Property"), 5355 Warner Avenue, Suite 102, Huntington Beach, California (the "Huntington Property"), and 2560 Bryan Avenue, Tustin, California (the "Tustin Property" and, together with the Anaheim Property and Huntington Property, the "Properties").

3. In the process of establishing the Hoag Clinics, the Hoag Debtors and Debtor, the former management company for the Hoag Debtors,[12] entered into a series of agreements with Newport.

4. The agreements include a structured leasing of the property by which Newport leased the Properties from the Landlords and, shortly thereafter, subleased the Properties to Debtor. True and correct copies of the leases between Newport and the Landlords (the "Master Leases") are attached as Exhibits A-C. True and correct copies of the Subleases, as may have been modified and/or amended from time to time, between Newport and Debtor and the Hoag Debtors are attached as Exhibits D-F.

5. In general, the Subleases are comprised of three distinct agreements—namely, (a) a lease of the Properties to Debtor for the term of the Master Leases; (b) a financing agreement for the acquisition of certain medical and diagnostic equipment (collectively, the "Equipment"); and (c) a license for the use of the trademark or trade name "Hoag Urgent Care" (the "Trademark" and, together with the Properties and the Equipment, the "Assets"). *See, generally,* Exhibits D-F. The salient terms of the Master Leases are incorporated into the Subleases—thereby binding Debtor to the terms of the Master Leases.

[12] The Hoag Debtors are presently managed by Radiant Physician Group ("RPG").

6. Simultaneously with the execution of the Subleases, Debtor entered into "sub-subleases" with the Hoag Debtors (collectively, the "Sub-subleases"). A true and correct copy of the sub-sublease for the Anaheim Property is attached as Exhibit G.

7. It was the intention of Debtor and the Hoag Debtors that the Sub-subleases effectuate an assignment of all rights of Debtor under the Subleases to the Hoag Debtors. Under the Sub-subleases, Debtor granted the Hoag Debtors the exclusive right to utilize the entirety of the Properties for the duration of the Subleases.

8. Debtor also granted the Hoag Debtors its rights with respect to the Equipment and Trademark under the Subleases. Newport consented to Debtor "sub-subleasing" all rights conferred under the Subleases to the Hoag Debtors. Thereafter, the Hoag Debtors utilized the Assets in the operation of the Hoag Clinics in accordance with the terms of the Subleases. Prior to the appointment of the receiver (as discussed *infra*), the Hoag Debtors (not Debtor) made nearly all of the payments under the Subleases directly to Newport and, with rare exception, satisfied the obligations of Debtor due under the Subleases.

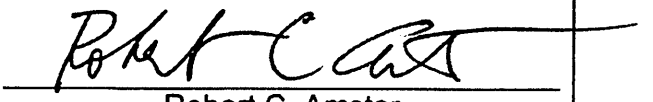
9. Prior to the commencement of their bankruptcy cases, and thereafter, the Hoag Debtors marketed their businesses and/or assets for sale in an effort to generate the maximum value for the benefit of their creditors. In order to facilitate a sale of the Hoag Debtor's assets ("Sale"), the Hoag Debtors must assume and assign their rights and interests in the Properties under the Subleases and Subsubleases.

10. As part of the proposed Sale, the Hoag Debtors desire to sell and purchaser seeks to acquire the Subleases and operations thereunder. As such, the Hoag Debtors intend to assume the Subleases and assign them to the proposed purchaser.

11. In order for this assumption by Hoag Debtors to take effect, the Debtor seeks to sell and contemporaneously assign its bare legal interest in the Subleases to the Hoag Debtors. In the alternative, the Debtor seeks to assume the Subleases and assign the Subleases to the Hoag Debtors.

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

Executed on this 27th day of November, 2017, at Costa Mesa, California.



Robert C. Amster

EXHIBIT A

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is made and entered into as of the 22nd day of August, 2011, by and between **Newport Healthcare Center LLC**, a Delaware limited liability company ("Sublessor") and **Your Neighborhood Urgent Care, LLC**, a California limited liability company ("Sublessee").

RECITALS

A. Sublessor leases certain medical office space in the Crossroads Center, located at 5630 Santa Ana Canyon Road, Anaheim, California (the "Master Premises"), pursuant to the Lease dated August_, 2011, by and between Sunbelt Corp. Center II, Inc. ("Landlord"), and Newport Health Care Center LLC as tenant ("the **Master Lease**"). A copy of the Master Lease is attached to this Sublease as **Exhibit "A"**, which is incorporated by this reference.

B. Sublessor desires to sublease a portion of the Master Premises comprising approximately 3287 square feet (the "Premises") to Sublessee, shown as crosshatched on Exhibit B attached hereto, including all leasehold improvements and trade fixtures located in the Premises, and Sublessee desires to sublease the Premises from Sublessor pursuant to the terms and conditions contained in this Sublease. The Premises comprise approximately **52.888%** of the total square feet of the Master Premises (the "**Applicable Share**").

C. Sublessee intends to concurrently herewith sublease the Premises to a California professional corporation that will own and operate an urgent care center at the Premises ("P.C. Subtenant"), as evidenced by a sublease between Sublessee and PC Subtenant to be executed concurrently herewith (the "PC Sublease").

D. Sublessor shall concurrently with the execution of the Master Lease cause the Landlord to execute a consent to this Sublease and a consent to the PC Sublease in a form acceptable to Sublessee and Sublessor (the "Landlord Consent") and in accordance with the provisions herein.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Creation of Sublease**. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor the Premises. Sublessee shall use and occupy the Premises in accordance with the terms and conditions contained in this Sublease.

2. **Acceptance of Premises**. The commencement of the use and occupancy of the Premises by Sublessee shall conclusively constitute an agreement by Sublessee that the Premises is acceptable to the extent that Sublessor accepts the Premises under the provisions of the Master Lease.

3. **Term**. The term of this Sublease shall commence on the Turnover Date (as defined in the Master Lease) (the "Commencement Date"), and shall continue thereafter for 120 months ("Base Term"); provided that if the Commencement Date is not the first (1st) day of the month then, for the sole purpose of calculating the expiration date of the Base Term, the Base Term shall be deemed to have commenced on the first (1st) day of the month following the Commencement Date. If Sublessor extends the term of the Master Lease beyond the Base Term (i.e. the Master Lease contains two (2) five (5) year renewal options), or if Sublessee elects to extend the term of the Master Lease as provided for herein then Sublessee shall have the right to extend this Sublease for a like period of time, except that this Sublease term shall be extended by the time period that Sublessee extends the Master Lease. In no event shall the term of this Sublease extend beyond the end of the term of the Master Lease, plus renewal terms to the extent exercised. In addition, this Sublease shall immediately terminate effective as of the expiration without renewal or the earlier termination of the Master Lease.

4. **Rent**.

4.1 **Monthly Base Rent**. Sublessee shall pay to Sublessor, as monthly base rent for the Premises, without deduction, offset, prior notice or demand (except as expressly otherwise provided in this Sublease), an amount equal to Three Dollars-and-Fifty-Cents per square foot per month or Eleven Thousand Five Hundred and Four Dollars and Fifty Cents ($11,504.50) per month ("Monthly Base Rent"). Sublessor warrants and represents that the Monthly Base Rent includes the monthly amount of approximately Fifty Cents ($.50) per square foot which is for the tenant improvement allowance for the tenant improvements constructed at the Premises plus interest on the funds expended for such improvements. Rent shall be due on or before the first (1st) day of each month during the term of this Sublease, commencing on the Rent Commencement Date of the Master Lease. Rent for any period during the term of this Sublease which is for less than one (1) month shall be a prorated based upon a thirty (30) day month. Rent shall be paid to Sublessor at its address for notice or to such other person or address as Sublessor will from time to time designate in writing. Sublessee agrees to pay Sublessor a late charge of five percent (5%) of the amount of rent which is not paid within five (5) days of that rent's due date. Notwithstanding any provisions herein to the contrary, the Monthly Base Rent and all other Additional Rent (as defined in Section 4.3.1 herein) shall be abated, to the extent, based on the Applicable Share and on a dollar for dollar basis that such rents are abated for any reason under the Master Lease, as reasonably determined by Sublessor, excluding any free rent at the inception of the Master Lease, but including, without limitation, any rents that are subject to abatement or offset due to interruption of services, or with respect to early possession, casualty or condemnation events or otherwise, as expressly provided for in the Master Lease. Sublessor shall offset as credit against future rents owed herein any monies received from Landlord that relate to rents or Additional Rent under the Master Lease.

4.2 **Base Rent Adjustments**. In accordance with the Master Lease, the portion of the Monthly Base Rent that is defined as the "Fixed Minimum Rent" under the Master Lease shall be increased on the same percentage basis that such rent is increased for any reason under the Master Lease.

4.3 **Additional Rent.**

4.3.1 Master Lease Amounts. In addition to the Monthly Base Rent, throughout the term of this Sublease, Sublessee shall also be responsible for payment of the Applicable Share, as reasonably determined by Sublessor, of any other sums due and payable by Sublessor under the Master Lease (which amounts, if any, are referred to in this Sublease as "Additional Rent"). All such Additional Rent shall be due and payable within ten (10) days after notice from Sublessor that the Additional Rent is due, provided Sublessor also sends with such notice any written documentation it receives from the Landlord with respect to such Additional Rent. The term "Rent" as used in this Sublease shall mean the Monthly Base Rent and all Additional Rent.

4.3.2 Master Lease Common Area Expenses. The parties agree that the Monthly Base Rent payable under this Sublease shall be on a "triple net lease" basis, and therefore, in addition to the Monthly Base Rent described in Section 4.1 above, to the extent expressly provided for in the Master Lease, Sublessee shall be responsible commencing as of the date of possession of the Premises by Sublessor under the Master Lease, for its pro rata share (based on the Applicable Share as reasonably determined by Sublessor) of all common area (interior and exterior) maintenance charges, operating costs and any and all other building expenses that are passed through from, or charged by, the Landlord to Sublessor pursuant to the Master Lease. In addition, to the extent expressly provided for in the Master Lease, Sublessee shall be solely responsible for the Applicable Share (as reasonably determined by Sublessor) of all operating and maintenance costs associated with maintaining the Premises, including without limitation commercial general public liability insurance covering the Premises, professional liability insurance covering the professional services rendered in the Premises, fire and extended insurance coverage, utility costs and expenses at the Premises, including all water, electricity, gas, heat and telephone charges, ordinary repairs, utilities, janitorial and waste removal services, and any personal property taxes and assessments charged on the use or occupancy of the Premises. By way of clarification, Sublessee shall not be responsible for any of the items listed or described in this Section 4.3.2 if not payable by Sublessor under the express provisions of the Master Lease.

4.3.3 Lease of Leased Assets. In addition to the Monthly Base Rent, throughout the term of this Sublease, Sublessee shall also pay to Sublessor any monthly amounts due for the total monthly rent reflected in the IERs for the Leased Assets (as both terms are defined in Section 7 below), and, as provided for herein or in the IER described herein, such amounts may be reduced to zero on or before the end of the initial term of the Sublease. The amounts are based upon an installment sale of certain of the Leased Assets as described in Section 9 below. The specific equipment that shall be leased and the specific monthly rental amounts for such Leased Assets shall be as reflected in the IERs as mutually agreed upon from time to time by Sublessor and Sublessee.

4.3.4 Trademark License. In addition to the Monthly Base Rent, throughout the term of the Sublease during the term of the Trademark License attached hereto as

Exhibit B1, Sublessee shall also pay to Sublessor a royalty equal to one percent (1%) of the New Patient Revenue from the Premises (as hereinafter defined), payable quarterly on or before the last day of each month following the end of each calendar quarter (e.g., for the calendar quarter ending December 31, payable on the last day of January). For purposes of this Agreement, "New Patient Revenue" means the total revenue received by P.C. Subtenant (as defined here) in consideration of services provided by P.C. Subtenant to patients of P.C. Subtenant, net of contractual allowances and adjustments.

5. **Master Lease**.

5.1 **Subject to the Master Lease.** Prior to the occupancy of the Premises, Sublessee shall first familiarize itself with all of the terms and conditions contained in the Master Lease. This Sublease is subordinate to the Master Lease and is subject to all of the terms and conditions of the Master Lease.

5.2 **Incorporated Provisions of the Master Lease**. Except for the payment of rent, additional rent or any other amounts under the Master Lease directly to Landlord, all of the provisions of the Master Lease are hereby incorporated into this Sublease by this reference. In this regard, any rights that Landlord may have against Sublessor pursuant to the Master Lease, Sublessor shall hereby have equivalent rights against Sublessee pursuant to this Sublease, and any rights which Sublessor may have against Landlord under the Master Lease, Sublessee shall have equivalent rights against Sublessor. Should an express provision of this Sublease conflict with the Master Lease, then the express provision of this Sublease shall govern as between Sublessor and Sublessee.

5.3 **No Breach of Master Lease; Indemnification.** While this Sublease is in effect, Sublessee shall not do anything on or about the Premises which would constitute a breach of the Master Lease, and Sublessee hereby indemnifies Sublessor for any and all costs and expenses, including, without limitation, reasonable attorney fees, incurred by Sublessor against Landlord for any action or activity of Sublessee (or Sublessee's employees, agents or invitees) which would constitute a breach of the Master Lease. In the event that Sublessee holds over its occupation of the Premises after the termination of the Master Lease, Sublessee shall be solely responsible for all obligations under the Master Lease, and Sublessee hereby indemnifies Sublessor for any and all costs and expenses, including, without limitation, reasonable attorney fees, incurred by Sublessor for Sublessee's holding over its occupancy of the Premises.

5.4 **Excluded Provisions of the Master Lease**. Notwithstanding Sections 5.1 through 5.3 above, the following provisions of the Master Lease are excluded from this Sublease: 1.1(h), 1.1(k), 1.2(f), 3.1, 3.2(b), 4.1, Exhibit "E".

6. **Exclusive and Permitted Use of Premises**. During the term of this Sublease, Sublessee shall have the exclusive right (to the extent such exclusive rights are granted to Sublessor by Landlord under the Master Lease with respect to the **"Urgent Care Protected Use"** as defined in Section 8.8 of the Master Lease) to use of the Premises for Urgent Care Protected Use. In addition, Sublessee shall use the Premises only for **"Urgent Care Use"** only as defined

in Section 1.1(i) of the Master Lease. Except as otherwise set forth in this Sublease, and only to the extent of Sublessor's obligations under the Master Lease, Sublessee shall maintain, repair and keep in good condition the Premises, including without limitation any and all leasehold improvements and fixtures contained therein. In addition, Sublessee may not conduct any use that would cause Sublessor to be in violation of any term or condition of the Master Lease.

7. **Maintenance and Repair.** Sublessee, at Sublessee's sole cost and expense, shall keep the Premises, and the "Leased Assets" which shall include all fixtures, trade equipment, trade fixtures, furniture, and other personal property leased to Sublessee pursuant to this Sublease in good condition and repair and in compliance with all applicable laws. Each item ("Item") of Leased Assets is listed on a separate Individual Equipment Record attached hereto as Exhibit C (each an "Individual Equipment Record" or "IER") and the rents due (which shall be paid monthly as provided for in Section 4.3.3 herein) with respect to such Item are specified therein. Sublessor shall not be responsible to make any repairs or maintenance to the Premises or the Leased Assets. Sublessee shall be responsible for any replacements due to failure, unless damage or such failure is caused by the act, omission, or active negligence, of Sublessor and/or its agents, employees. The Premises shall at all times be kept clean, safe and sanitary and, to the extent of Sublessor's obligations under the Master Lease, in good order, condition, replacement and repair by Sublessee.

8. **Trademark and License.** During the term of this Sublease, Sublessee and P.C. Subtenant shall have a limited, non-exclusive, non-transferable and revocable license to use name "Hoag" in connection with the conduct of the urgent care center business on the Premises, subject to the terms and conditions of the Trademark and License by and among Sublessor, Sublessee and P.C. Subtenant, in the form attached hereto as Schedule C.

9. **Lease of Leased Assets** Sublessor hereby leases to Sublessee the Leased Assets that Sublessor will purchase on behalf of Sublessee, as listed on the attached "Exhibit C". Sublessor hereby specifically reserves in itself the legal title to the Leased Assets at all times until Sublessee has made final payment during the initial Term of this Sublease with respect to rents due under the IER for the Item in question. Sublessee shall not remove the Leased Assets from the Premises without the prior written consent of Sublessor, or until such time as the Item is purchased by Sublessee as provided for herein or is replaced. Sublessor will amortize the Leased Assets inclusive of an annual interest rate equal to six percent (6) % per annum over the initial Term of the Sublease. Upon the earlier of the end of the Initial Term or when all rents owed under the IER for the Item in question is paid for by Sublessee as provided for in the IER, then Sublessor shall sell the Item in question to Sublessee for one dollar ($1.00) and Sublessor shall assign all rights, title and interest in such Item to Sublessee on a lien free basis and shall warrant at that time that such asset is owned solely by Sublessor and is not subject to any liens, claims or encumbrances caused by or consented to by Sublessor and such Item shall no longer be subject to any rental or other obligations herein. At any time, Sublessee may elect to pay off early the balance then due under an IER with respect to an Item based on the payoff amount listed in the IER for such Item (such Item, a "**Purchased Item**"). Such payoff amount, however, shall be discounted to the then net present value (as described on the applicable IER) based on the time

period remaining for the full payoff of such Item utilizing the interest rate specified above in this paragraph. Reference to Leased Assets in this Sublease excludes Purchased Items.

10. **Condition of Leased Assets**:

10.1.1 **Condition Upon Delivery**. Sublessee agrees that prior to accepting delivery of the Leased Assets, Sublessee shall fully inspect the Leased Assets to ensure that the Leased Assets are suitable for use by Sublessee. Sublessee acknowledges and agrees that the Leased Assets are being provided to Sublessee in their present but new condition, "as-is", with all faults, whether known or unknown. Sublessor hereby warrants and represents that it solely owns the Leased Assets and that such Leased Assets are not subject to any liens, claims or encumbrances. EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS MADE BY SUBLESSOR HEREIN, SUBLESSOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LEASED ASSETS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED. SUBLESSEE ASSUMES ALL RISK AND LIABILITY THAT MAY RESULT FROM THE USE OF THE LEASED ASSETS. However, to the extent Sublessor has rights under warranties relating to the Leased Assets provided by the manufacturer(s) and sellers thereof, Sublessor shall exercise such rights as appropriate in the event of any defect or other failure or problem with the Leased Assets or assign such rights to Sublessee if assignable.

10.1.2 **Condition Upon Return**. Upon the termination prior to expiration of this Sublease, Sublessee agrees that the Leased Assets (together with all accessories) shall be returned to Sublessor, in the same condition that the Leased Assets and accessories were in when provided to Sublessee, ordinary wear and tear excluded, and except for fixtures that are damaged and that Sublessor is not required to repair under the provisions of the Master Lease (the "Original Condition"). If the Leased Assets and accessories are not returned to Sublessor in their Original Condition, Sublessee shall be responsible, and shall promptly pay Sublessor, for the remaining unamortized value of any Leased Assets (based on its then net present value as described in the IER for the Item in question) that cannot be returned in the Original Condition, or Sublessee may elect to repair such Leased Asset to cause it to be put back to the Original Condition.

10.1.3 **No Liens or Encumbrances**. Sublessee agrees to maintain the Leased Assets free and clear of any attachment, levy, lien or encumbrance, other than any rights granted to Landlord under the Master Lease, shall promptly notify Sublessor of any such attachment, levy, lien or encumbrance, and agrees to indemnify Sublessor for any loss caused thereby.

10.2 **Use, Risk of Loss**. Sublessee shall use the Leased Assets solely in accordance with manufacturers' specifications and instructions. Sublessee shall use the Leased Assets in a proper manner and shall comply with and conform to all federal, state, municipal, and

other laws, ordinances, policies and regulations in any way relating to the possession, use, operation and maintenance of the Leased Assets. Sublessee hereby assumes the risk of loss and damage to the Leased Assets.

10.3 **Repair and Service; Replacements and Upgrades**. In the event that any of the Leased Assets requires repairs or service, except to the extent of Landlord's obligations with respect to fixtures as provided for in the Master Lease, Sublessee agrees to repair or service the Leased Assets at no cost to Sublessor. Except to the extent of Landlord's obligations under the Master Lease with respect to fixtures, any replacements or upgrades to the Leased Assets shall be furnished by Sublessee at no cost to Sublessor.

10.4 **Limitation of Remedies**. Sublessor shall not be liable to Sublessee for any interruption in Sublessee's use of the Leased Assets. In no event shall Sublessor be liable for any special, consequential or incidental damages, including without limitation, loss of profits, resulting to Sublessee by reason of any interruption or cessation of production or otherwise, or for any cause whatsoever, including without limitation the negligence of Sublessor or its agents or employees. Sublessee agrees that its sole remedy for any valid claim of Sublessee with respect to the above shall be limited to the refund of any rental theretofore paid to Sublessor.

10.5 **Inspection by Sublessor**. Sublessor shall have the right to inspect the Leased Assets subject to this Agreement at all reasonable times upon two business days prior written notice for reasonable business purposes and subject to not interfering with the patients or business of Sublessee.

10.6 **Alterations by Sublessee**. Sublessee may not make any changes, additions, alterations, improvements or additions to the Leased Assets without Sublessor's prior written consent, which Sublessor may give or withhold in its sole discretion.

10.7 **Personal Property Taxes.** Sublessor shall be responsible for all personal property taxes levied against the Leased Assets, and any furniture or fixtures at the Premises.

11. **Telephone and Data Systems; Security.** Sublessee shall be responsible to provide telephones, telephone systems, hardware and software for telephones and data systems, data and other electronic security systems, and shall be responsible for all costs of repairs and replacements thereto.

12. **Condition of the Subleased Premises**. Sublessor shall deliver possession of the Premises to Sublessee upon the earlier of (a) substantial completion of the tenant improvements mutually agreed upon between Sublessor and Sublessee, and (b) occupancy by Sublessee. Subject to that requirement, Sublessee will accept the Subleased Premises in the condition specified in the Master Lease and subject to such other related provisions as provided for in the Master Lease such as the obligations of Landlord to complete certain tenant improvements and warranties provided by Landlord. If completion of the tenant improvements and tender of possession of the Premises to Sublessee has not occurred within one hundred eighty (180) days

of the date of this Sublease, this Sublease shall terminate unless other agreements are reached between Sublessor and Sublessee.

13. **Building Hours and Access; Office Hours of Urgent Care Center**. During the term of this Sublease, Sublessee shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Throughout said term, Sublessee shall arrange for the conduct of the Urgent Care Use (as described above) in the Premises in accordance with the hours as specified in the Operating Standards in Exhibit D.

14. **Operating Standards for the Urgent Care Center.**

14.1 The operating standards for the Urgent Care Center operated at the Premises shall be as set forth in Exhibit D attached hereto and incorporated herein by reference, as such Exhibit may be amended from to time my mutual agreement of the parties.

14.2 Sublessee covenants that each physician who practices medicine at the Urgent Care Center 80 or more hours per month is: (a) duly licensed to practice his/her profession in the State of California, and (b) Board certified or a member of the active medical staff of Hoag Memorial Hospital Presbyterian in full compliance with all of its bylaws, policies, rules and regulations. A breach of this Section 14.2 shall be considered a material breach of this Sublease unless corrected or cured within 30 days of the date that notice of such breach is sent to Sublessee by Sublessor.

15. **Tenant Improvements**. Except as provided by the Landlord as specified in the Master Lease, Sublessor shall provide or pay for all tenant improvements and fixtures that will become permanent improvements to the Premises, including painting, flooring and ceiling tiles, and for trade fixtures or removable fixtures, furnishings or equipment, as required for the conduct of an urgent care center, as determined by mutual agreement of Sublessor and Sublessee. Sublessor shall submit to Sublessee satisfactory evidence of the expenditures, including copies of invoices. All tenant improvements shall be installed free and clear of any liens or encumbrances.

16. **Insurance**. During the term of this Sublease, Sublessee shall maintain the insurance coverage required by this Section. Each of the policies shall be issued by a corporate insurer licensed to do business in the State of California, with a current A.M. Best's Rating of A-X or better. All liability policies shall be written on an "occurrence " basis unless such coverage is not available. Each policy shall contain an endorsement requiring written notice to Sublessor within thirty (30) days prior to expiration or termination. Prior to the earlier of any entry onto the Subleased Premises by Sublessee or the Commencement Date, Sublessee shall deliver to Sublessor and Landlord copies of a standard ACORD insurance certificate evidencing the required insurance coverage.

16.1 **Liability Insurance**. Sublessee shall maintain general public liability insurance with combined single limit coverage for personal injury and property damage of at least $3,000,000. Sublessor and Landlord shall be named as additional insureds on this insurance policy.

16.2 **Medical Malpractice Insurance**. Sublessee or its P.C. Subtenant shall maintain a policy of medical malpractice insurance to afford protection of not less than $1,000,000 per occurrence with $3,000,000 aggregate limits of liability for medical malpractice and shall provide Sublessor with written evidence of such coverage in effect.

16.3 **Casualty Insurance**. Only if expressly required to be maintained by Sublessor under the Master Lease, Sublessee shall maintain casualty insurance on the Premises on an all-risk basis, in an amount equal to the replacement cost of the tenant improvements. The insurance policy shall contain waiver of subrogation provisions; provided however, that this waiver shall not apply if the policy of such insurance would be invalidated by the operation of such waiver.

16.4 **Indemnification by Sublessee**. Sublessee agrees to indemnify, defend and save Sublessor and Landlord harmless from all claims (including reasonable costs and expenses of defending against such claims) resulting from (a) any breach by Sublessee of its obligations under this Sublease, or under the Master Lease to the extent of Sublessor's obligations to indemnify Landlord under the Master, Lease; (b) property damage, personal injury or death occurring in or about the Premises during the term of this Sublease, if such damage, injury or death results wholly or in part from the negligent, reckless or willful act or omission of Sublessee or its officers, agents, employees, contractors, subcontractors, customers or invitees. Provided, however, that the foregoing indemnity shall not apply to the extent such claims result from the negligent or willful act or omission of Landlord or Sublessor or Landlord's or Sublessor's officers, agents, employees, contractors or subcontractors.

17. **Use Of The Subleased Premises**.

17.1 **General Obligation To Comply With Laws**. Sublessee and its P.C. Subtenant shall promptly, and at all times, at its sole cost and expense observe and comply with all laws, statutes, ordinances, rules, regulations, and orders of any duly constituted governmental authority which are now in effect or are hereafter passed, adopted, or promulgated with reference to or which affect the use and, to the extent of Sublessor's obligations under the Master, Lease with respect to the Premises, maintenance of the Premises, or the medical practice being carried on in the Premises. Sublessee and its P.C. Subtenant shall not perform any acts or carry on any practices, or permit the same to be performed or carried on by any other party or permitted user of the Premises, which may injure or be a nuisance or menace to the Premises or the Building or to any adjacent property owner.

17.2 **Storage And Disposal Of Trash**. Sublessee shall at all times keep the Premises clean and free from all medical waste rubbish, trash, and dirt generated by Sublessee or the P.C. Subtenant, at all times, except for storage and removal as permitted herein or in the Master Lease. Sublessee shall store or cause to be stored all waste inside the Building or in trash containment areas around the Building. Sublessee shall, at its sole cost and expense, arrange for the regular pickup of all medical waste, and to the extent provided for in the Master Lease, rubbish, trash, garbage, and other litter with respect to the Premises. Sublessee shall properly

store, treat, transport and dispose of all medical waste generated by its activities on the Premises, in the manner required by all applicable federal and state laws, including, without limitation, the California Medical Waste Management Act.

18. **Estoppel Certificates**. Either party shall, at any time and from time to time, within ten (10) days after written request from the other party, execute, acknowledge and deliver to such other party a statement in writing, in a form provided by the first party, certifying that the Sublease of the Premises is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Sublease, as so modified, is in full force and effect), and acknowledging that there are no known, uncured defaults on the part of Sublessor or Sublessee under this Sublease, or Sublessor or Landlord under the Master Lease, and that there are no known events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Sublessor or Sublessee under this Sublease, or Sublessor or Landlord under the Master Lease, or specifying such known defaults, events or conditions, if any are claimed. It is expressly understood that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises. Failure of either party to deliver such statement within such time and continued failure after a further ten (10) days written notice shall, at the option of the other party, constitute a default under this Sublease and, in any event, shall be conclusive against such party that the Sublease is in fact in full force and effect without modification, except as any such modification may be represented by the other party in any certificate prepared by the other party and delivered to the first party for execution pursuant to this Section 18.

19. **Right of Entry**. Sublessor and its agents or employees may enter upon the Premises at reasonable times upon two days prior written notice to inspect the Premises or for any other reasonable purpose. Sublessor shall coordinate any such inspections with Sublessee so as to minimize the inconvenience to Sublessee, and Sublessor shall not exercise its right of entry in a manner or at a time which interferes with or disrupts Sublessee's use of the Premises, or interferes with any patient's rights or privacy.

20. **Interruption of Services**. Under no circumstances shall Sublessor be liable to Sublessee, for consequential damages or otherwise, for any failure or interruption of any utility or building service at or upon the Premises, provided, however, that Sublessee may assert claims against the Landlord through Sublessor to the extent provided for in the Master Lease regarding such failure or interruption and Sublessor agrees to promptly cooperate regarding such claims. Sublessor shall not be liable for injury to Sublessee's business or for any loss of income therefrom or for damage to the goods, wares or other property of Sublessee caused by any such failure or interruption.

21. **Damage to Premises**. Sublessee shall give prompt written notice to Sublessor in the event of any damage to the leasehold improvements or fixtures that occurs in the Premises. Upon such notice, to the extent required under the Master Lease, Sublessor or Landlord, as appropriate, shall promptly repair and restore the leasehold improvements or fixtures so damaged to a condition that is as close as is reasonably possible to the value, condition and character of

such leasehold improvements or fixtures immediately prior to such damage pursuant to the terms of the Master Lease. Except for damage to the Premises resulting from a willful, intentional or negligent act of Sublessee, its guests or invitees, payment of the costs and expenses of any such repair and restoration shall be the responsibility of Landlord or Sublessor as provided for in the Master Lease. If the payment of rent by Sublessor is suspended under the Master Lease, then the payment of rent by Sublessee under this Sublease shall be suspended for a similar period of time. If during the term of this Sublease the Master Lease may be terminated at the election of Sublessor as a result of damage to or destruction of the Premises and provided that the Master Lease would not terminate but for Sublessor's election to terminate the Master Lease under the provisions of the Master Lease, then the Sublessor shall not elect to terminate the Master Lease without approval in writing of Sublessee, which approval shall not be unreasonably withheld or delayed, and Sublessor must terminate the Master Lease if permitted and if requested in writing by Sublessee. Although Sublessee is not obligated to do so, to the extent permitted by Sublessor under the Master Lease, Sublessee may elect to repair damages to the Premises or related building so that the Master Lease is not terminated. Notwithstanding any provisions in this Section 21 to the contrary, but without waiving any claims that Sublessee may have against Sublessor with regard to the provisions of this Section 21, this Sublease shall terminate effective as of the effective date of termination of the Master Lease.

22. **Assignment; Subletting.** Notwithstanding anything to the contrary contained in the Master Lease, except as provided for herein, Sublessee shall not be entitled to and shall not sublet, assign, sublet, transfer, mortgage, pledge, hypothecate or encumber this Sublease, or any part or interest thereof, or any right or privilege pertinent thereto, or sublet any portion of the Premises, whether voluntarily, involuntarily or by operation of law (hereinafter collectively referred to as "**Transfer**") without the prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed, and, in addition, without the prior written consent of Landlord in accordance with the provisions of Article 17 of the Master Lease. Notwithstanding the foregoing, Sublessor acknowledges that Sublessee, in connection with Sublessee's or PC Tenant's business operations, will from time to time permit other physicians to come in and use the Premises, and in that regard, Sublessor hereby consents to Sublessee and PC Tenant permitting other physicians to use the Premises from time to time as may be designated by Sublessee. In assessing whether to give or withhold consent, Sublessor may take into account any relevant matters that in Sublessor's reasonable judgment might affect Sublessor's credit, business reputation or potential liability for the obligations of the lessee under the Master Lease or to third parties, including, without limitation, the creditworthiness and financial strength of the proposed transferee, the creditworthiness and financial strength of Sublessee, the nature of the transferee's business and its proposed use of the relevant portion of the Subleased Premises, and the business reputation of the proposed transferee. For the purposes of this Sublease, the term "Transfer" shall include, but not be limited to, any assignment or any attempted assignment of this Sublease or any rights herein, any total or partial transfer, sale, assignment, lease, sublease, franchise, license, gift, hypothecation, mortgage, pledge, encumbrance, or the entering into any agreement do to any of the foregoing. Any Transfer without Sublessor's prior written consent shall be void ab initio and shall be a material Event of Default under this Sublease. The approval of one Transfer shall not be deemed approval of or consent to any subsequent Transfer.

Notwithstanding the foregoing, Sublessor hereby consents to the sublease of the Premises to Hoag Urgent Care Anaheim Hills, Inc., a California professional corporation owned by Robert Amster, M.D.

22.1 **Transfer Subject to Master Lease**. Any Transfer shall be subject to and governed by the terms of this Sublease and the Master Lease, and after any Transfer approved by Sublessor, Sublessee nonetheless shall remain liable for the full performance of all terms and conditions of this Sublease, including the payment of all Rent and other payments required hereunder.

22.2 **Change of Ownership or Control**. For the purpose of this Section 22, any single sale, assignment, transfer, or other disposition, or any series (whether or not related) of sales, assignments, transfers, or other dispositions during the term of this Sublease, of any of the issued and outstanding shares or ownership interests in Sublessee, if it results in changing the "ownership" or "control" of Sublessee, shall be construed as a Transfer of this Sublease. "Control" means possession, direct or indirect, of the power to elect or designate fifty-one percent (51%) or more of the governing board, or to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, as a general partner, by contract, or otherwise. "Ownership" means the possession, direct or indirect, of fifty one percent (51%) or more of the equity in Sublessee.

23. **Defaults and Remedies**.

23.1 **Sublessee Defaults**. The occurrence of any of the following events shall constitute a default hereunder by Sublessee:

23.1.1 The failure by Sublessee to make, when due, any payment of rent as required to be made by Sublessee hereunder, where such failure shall continue for a period of over ten (10) days after written notice thereof by Sublessor to Sublessee, except that if the failure is due to a breach by Hoag Memorial Hospital Presbyterian, a California non-profit public benefit corporation. ("Lender") under that certain line of credit agreement described below, with respect to the advancement of loan proceeds which are budgeted for payments of rent herein or for any other permitted shortfalls, then such failure shall be excused until five (5) days after Lender has cured such breach.

23.1.2 The abandonment of the Premises by Sublessee. Abandonment is defined to include, but is not limited to, any absence of Sublessee or its sublessee or its representatives from the Premises for at least thirty (30) consecutive days, unless due to a casualty or other similar event that prevents Sublessee from operating the business at the Premises, in accordance with the terms of the Master Lease.

23.1.3 The failure by Sublessee to observe, perform or comply with any of the covenants, conditions or provisions of this Sublease (other than the payment of rent), where such failure shall continue for a period of at least thirty (30) days after written notice thereof (together with reasonable detail as to the failure) by Sublessor to Sublessee, or such

longer period as may be reasonably necessary to cure the default if the default cannot be reasonably cured within thirty (30) days, or such longer period to cure a non monetary default as provided for in the Master Lease.

23.1.4 The failure by Sublessee to observe, perform or comply with any of the covenants, conditions or provisions of that certain Line of Credit dated November 1, 2010, by and between Sublessor and Sublessee, where such failure shall continue for a period at least thirty (30) days after written notice thereof by Sublessor to Sublessee, Sublessor may, at its option, terminate this Sublease upon written notice to that effect to Sublessee, and the outstanding rent on this Sublease shall become due and payable within sixty (60) days thereof.

23.1.5 The bankruptcy or insolvency of Sublessee or any guarantor of Sublessee's obligations hereunder, or Sublessee or such a guarantor makes a general assignment for the benefit of creditors;

23.1.6 Commencement by Sublessee or any guarantor of Sublessee's obligations hereunder of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

23.1.7 Commencement of any case, proceeding or other action against Sublessee or any guarantor of Sublessee's obligations hereunder seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after entry thereof or (ii) remains undismissed for a period of sixty (60) days.

23.2 **Sublessor Covenants; Default**. Sublessor agrees to timely perform all of its obligations under the Master Lease, including, without limitation, the payment of all rent thereunder, and to terminate the Master Lease if requested in writing by Sublessee to the extent that events or facts exist that would permit the Sublessor to terminate the Master Lease; provided, however that so long as Sublessee is not then in default herein, Sublessor may not terminate the Master Lease without the written approval of Sublessee, which approval shall not be unreasonably withheld or delayed, notwithstanding any provisions in the Master Lease or herein to the contrary.

The failure by Sublessor to observe, perform or comply with any of the covenants, conditions or provisions of this Sublease where such failure shall continue for a period of at least thirty (30) days after written notice thereof by Sublessee to Sublessor, or such longer period as may be reasonably necessary to cure the default if the default cannot be

reasonably cured within thirty (30) days or a default by Sublessor under the Master Lease which is not cured within the cure periods specified in such Master Lease, unless solely due to a default by Sublessee herein, or a modification of the Master Lease without the written approval of Sublessee except as expressly provided for herein or except as to a permitted assignment of the Master Lease, shall constitute a default hereunder by Sublessor.

23.3 **Remedies**. In the event of a default by Sublessee as specified in Section 23.1 above, or in the event of a default by Sublessor as specified in Section 23.2 above, in addition to any other remedies available to either party at law or in equity, Sublessor or Sublessee, as the case may be, shall have the immediate option to terminate this Sublease upon a written notice to the other party to that effect. Upon the effective date of any termination, Sublessor shall repay to Sublessee any portion of the prior rent payment to covers any time period on or after the effective date of the termination of this Sublease.

23.4 **Attorney's Fees.** In the event of an Event of Default by Sublessee, Sublessee will be liable for and will pay Sublessor, in addition to the rents and other sums agreed to be paid hereunder, Sublessor's reasonable attorney's fees incurred in the enforcement of Sublessor's rights under this Sublease. In the event of any legal action or proceeding between Sublessor and Sublessee, arising out of or in connection with this Sublease, including trial and hearings, appeals and bankruptcy proceedings, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

23.5 **No Personal Liability of Sublessor.** Except as provided for in the second sentence of this Section 23.5, the liability of Sublessor to Sublessee for any default by Sublessor under this Sublease shall be limited to the interest of Sublessor in the Premises and the Leased Assets, and Sublessee agrees to look solely to Sublessor's leasehold estate under the Master Lease, Sublessor's interest in the Leased Assets and Sublessor's right to receive Rents under this Sublease, for the recovery of any judgment from the Sublessor, it being intended that Sublessor shall not be personally liable for any judgment or deficiency. Notwithstanding the preceding sentence, Sublessor's shall also be liable for the following and such liability shall not be limited or subject to the preceding sentence: claims against Sublessor for damages arising out of the failure of Sublessor to renew the Master Lease with respect to any renewal options (unless Sublessee was in default herein at the time of such renewal) or the failure of Sublessor to seek consent or approval of Landlord if such consent or approval may be sought under the Master Lease and provided such failure continues for five (5) days after written notice from Sublessee; Sublessor's acts or omissions that cause a termination of the Master Lease unless due to a default by Sublessee herein, claims to recover reasonable attorneys fees and costs incurred by Sublessee to enforce any provisions herein or in connection with any disputes herein to the extent Sublessee is entitled to such recovery of attorneys fees and costs; and claims arising out of any amendment or modification of the Master Lease that was not consented to in writing by Sublessee, and claims with respect to recovery of damages or relief from or against the Landlord, such as indemnification benefits, to the extent received by Sublessor and not paid over to Sublessee. No provisions in this Section 23.5 herein shall limit or affect the right of Sublessee to

seek and recovery equitable relief against Sublessor, including, without limitation, specific performance.

23.6 **Adverse Impacts**. In the event that the performance by Sublessor or Sublessee of any term, covenant, condition, or provision of this Sublease or in connection with the transactions contemplated thereby shall jeopardize the licensure of Sublessor, Sublessee or the P.C. Subtenant, Sublessor's tax-exempt status or the tax-exempt status of any financing of Sublessor, Sublessor's or the P.C. Subtenant's participation in or reimbursement from Medicare, Medi-Cal, Anthem Blue-Cross, CHAMPUS/TriCare, or other reimbursement or payment programs, or Sublessor's full accreditation by an accrediting agency, or if for any other reason such performance should be in violation of any statute, ordinance, or be otherwise deemed to be illegal or unethical by any recognized body, agency, or association in the medical or hospital fields (each, an "Adverse Impact"), Sublessor and Sublessee shall upon written notice of the existence of such Adverse Impact attempt to negotiate in good faith an amendment to this Sublease or an assignment of the Sublessor's interest in the Master Lease to Sublessee for no consideration and provided Sublessee assumes all obligations of Sublessor under such Master Lease that arise on and after the effective date of such assignment with no continuing liability on the part of Sublessor under the Master Lease, to eliminate any such Adverse Impact, unless the existence of such continuing liability would not constitute or trigger an Adverse Impact. In the event that an amendment or an assignment of the Master Lease to eliminate any such Adverse Impact is not practicable or cannot be agreed upon by the parties in good faith within thirty (30) days of notice of the need thereof, either Sublessor or Sublessee may, at its option, terminate this Sublease upon written notice to that effect to the other party, and the outstanding rent on this Sublease shall become due and payable within thirty (30) days thereof, provided, however, that in any event, Sublessee may elect to cause Sublessor to assign the Master Lease to Sublessee unless Sublessor obtains a legal opinion that such assignment would not eliminate the Adverse Impact as to Sublessor.

24. **Surrender of Premises**. Upon the termination of this Sublease, Sublessee shall surrender possession and restore the Premises to Sublessor, in the same condition as such Premises existed at the commencement of the term of this Sublease, reasonable use and wear only excepted, and except that Sublessee shall not be required to remove any tenant improvements if such items are not required to be removed under the Master Lease. Upon the termination of the Sublease prior to its expiration, all furniture, fixtures and equipment located at the Premises shall be surrendered to Sublessor except for those items with no further rental obligations as specified in the applicable IER and which items shall be deemed sold to Sublessee for one dollar per item, or Sublessee shall be responsible for the replacement thereof or Sublessee may elect to pay the net present value of the balance of the rental payments due with respect to the item in question as specified in the relevant IER (based on the interest rate specified in Section 9 herein) and in such case Sublessee shall be deemed to own such item. Upon the termination of the Sublease on or after its expiration, all furniture, trade removable fixtures and equipment located at the Premises shall be removed by Sublessee, provided that Sublessee shall be responsible for the cost of repairing any damage caused by such removal.

25. **Intentionally Omitted.**

26. **Transfers of Sublessor**. Subject to the provisions of the Master Lease, Sublessor shall have the right to transfer and assign to an affiliate of Sublessor, in whole or in part, all its rights and obligations hereunder and in the Premises referred to herein, and in such event and upon such transfer, Sublessor shall be released from any further obligations hereunder, and Sublessee agrees to look solely to such successor in interest of Sublessor for the performance of such obligations. Notwithstanding the preceding sentence, but subject to the Master Lease, Sublessor and any permitted assignee thereto shall not transfer or assign its interest in the Master Lease or this Sublease to a third party (other than an affiliate of Sublessor) and if for any reason Sublessor or its affiliate no longer desires to hold an interest in the Master Lease or this Sublease, or if Sublessor receives an offer to transfer or assign its interest in the Master Lease or this Sublease to a third party (other than an affiliate of Sublessor), then Sublessor shall provide written notice to Sublessee and cause the assignment of the Master Lease to Sublessee for no consideration other than Sublessee's agreement to assume all obligations of Sublessor under the Master Lease that accrue on and after the effective date of such assignment.

27. **Successors and Assigns**. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Sublessor and its successors and assigns, and of the Sublessee, and its successors and assigns in the event this Sublease has been assigned or subleased with the express, written consent of the Sublessor to the extent such consent is required as provided for herein.

28. **Entire Agreement**. This Sublease and the exhibit attached hereto constitute the entire contract between the parties hereto and supersede all prior understandings, if any.

29. **Notices**. All notices which either party is required or may desire to give to the other shall be in writing, and shall be deemed to have been duly given on the date of delivery if delivered in person to the party named below, or three (3) business days after mailing if by certified or registered mail, return receipt requested, postage and postal charges prepaid, addressed as follows:

Sublessor: **Newport Healthcare Center LLC**
1 Hoag Drive
Newport Beach, California 92663
Attention: Director, Real Estate

Sublessee: **Your Neighborhood Urgent Care, LLC**
18231 Irvine Boulevard, Suite 204
Tustin, California 92780
Attention: Robert Amster, M.D. and
Jennifer Kiindarius, COO

or to such other address(es) or person(s) as may be designated by Sublessor or Sublessee from time to time in accordance with this Section 29.

30. **Relationship**. In the performance of this Sublease, Sublessor and Sublessee are acting only as lessor and lessee, respectively, and not as partners, joint venturers, or employer-employee, respectively.

31. **Severability**. If any term or provision of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

32. **Governing Law**. This Sublease and the rights and obligations of the parties hereto are governed by the laws of the State of California.

33. **Time of Performance**. Except as may be otherwise expressly provided herein, time is of the essence of this Sublease with respect to all required acts of Sublessee.

34. **Intentionally Omitted.**.

35. **Access to Books and Records**. Sublessee shall make this Sublease and Sublessee's books, documents and records available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives as required by law for four (4) years after the termination of this Sublease.

36. **Counterparts**. This Agreement, and any amendment hereto, may be executed by the parties in separate counterparts, and provided that each party shall have originally executed at least one such counterpart, each such executed counterpart, and any photocopies or facsimile copies thereof, shall be deemed an original, but all such counterparts and any such photocopies and facsimile copies, together shall constitute one and the same instrument, even though all of the parties have not originally executed the same counterparts.

37. **Binding Nature**. Subject to the provisions contained in this Sublease regarding assignment, this Sublease shall be binding upon and inure to the benefit of the parties and upon their respective successors.

38. **Additional Documents**. Each of the parties agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Sublease and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Sublease.

IN WITNESS WHEREOF, the parties have executed this Sublease through their duly authorized representatives effective as of the date first written above.

SUBLESSOR:

Newport Healthcare Center LLC, a Delaware limited liability company

By: _____
Print: Sanford Smith
Title: Sr. Vice President

SUBLESSEE:

Your Neighborhood Urgent Care, LLC, a California limited liability company

By: _____
Print: Robert Amster, MD
Title: Owner

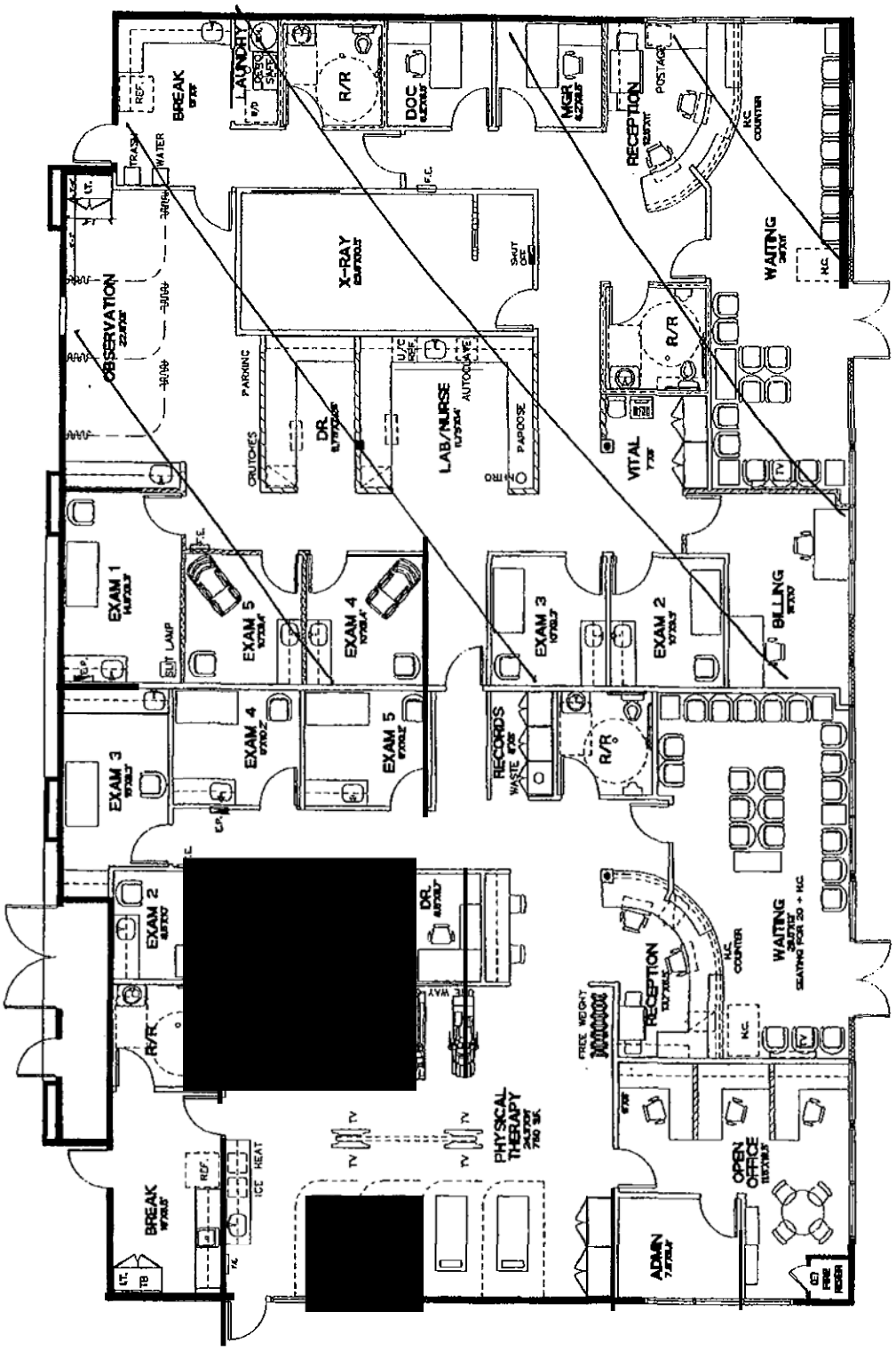
EXHIBIT A

MASTER LEASE

See attached.

EXHIBIT B

THE PREMISES



SCHEDULE C

TERMS AND CONDITIONS OF

TRADEMARK LICENSE

See attached.

TERMS AND CONDITIONS OF TRADEMARK LICENSE

This Memorandum ("Memorandum") is made effective this 22nd day of August, 2011, by and between Hoag Memorial Hospital Presbyterian, a California nonprofit, public benefit corporation with its principal place of business at One Hoag Drive, Newport Beach, California 92658 ("Licensor"), Your Neighborhood Urgent Care, LLC, a California limited liability company with its principal place of business at 6876 Katella Avenue, Cypress, California 90630 ("YNUC"), and Hoag Urgent Care – Anaheim Hills, Inc. a California professional corporation owned by Robert Amster, M.D. which owns and operates an urgent care center in premises located at 5630 Santa Ana Canyon Road, Anaheim, CA and leased by an affiliate of Licensor to YNUC ("P.C.") (YNUC and P.C. are jointly referred to herein as "Licensees"). Licensor and Licensees may be referred to in this Memorandum individually as a "Party" and together as the "Parties."

A. Licensor is the owner of various trademarks which consist of or include the term HOAG, both in word and design form, including but not limited to the marks set forth in Schedules A and B attached hereto and made a part hereof, the accompanying goodwill associated therewith, as well as copyrights to those designs and any variant designs or derivative works;

B. Concurrently with this Memorandum, Licensor and YNUC have entered into that certain sublease to which this Memorandum is attached (the "Sublease") regarding certain premises located in Orange County, California (the "Premises"), and that certain Line of Credit; and

C. YNUC intends to sub-sublease the Premises to P.C., to enable P.C. to conduct an urgent care center in said Premises.

D. Licensees desire to use the marks listed in Schedules A and B hereto (which hereinafter, along with the accompanying goodwill associated therewith, shall be collectively referred to as the "Property" in this Memorandum) in connection with Licensees' urgent care center business at the Premises, subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing Recitals, mutual promises and covenants in this Memorandum and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Grant:

1.1 Licensor hereby grants Licensees a limited, non-exclusive, non-transferable and revocable license to use only the portion of the Property set forth in Schedule A attached hereto (i) solely as part of the mark and trade name HOAG URGENT CARE CENTER – [practice location] and as part of the corporate name of P.C.; (ii) within the Territory as that term is defined herein, (iii) in connection with a

single urgent care center, (iv) limited to providing urgent care and related medical services to patients, and (v) subject to the terms of this Memorandum. The Parties agree that Licensees may use the portion of the Property set forth in Schedule A hereto as the name of Licensees' urgent care center as well as on P.C.'s company letterhead, business cards, website (subject to Section 7c below) and in advertising and promotional materials. For the avoidance of doubt, this license includes use of the mark in the form shown in Schedule C attached hereto.

1.2 Licensor also hereby grants Licensees a limited, non-exclusive, non-transferable and revocable license to use only the portion of the Property shown in Schedule B attached hereto (i) solely to identify an affiliation between Licensor and Licensees; (ii) within the Territory as that term is defined herein, (iii) in connection with a single urgent care center, (iv) limited to providing urgent care and related medical services to patients, and (v) subject to the terms of this Memorandum. The Parties agree that Licensees may use the design mark shown in Schedule B hereto on P.C.'s company letterhead, business cards and in advertising and promotional materials.

2. Territory: The Territory for purposes of this Memorandum shall mean Orange County, California.

3. Term: The License granted in this Memorandum ("License") is dependent upon a continuing business relationship between Licensor and YNUC as provided in the Sublease. The License shall continue until or unless terminated by the terms of this Memorandum in accordance with paragraph 4 below.

4. Termination:

Licensor may terminate this Memorandum at any time, in whole or in part, (i) if either of the Licensees materially breaches any of its duties or obligations under this Memorandum and fails to cure such breach within thirty (30) calendar days after written notice detailing the breach is provided by Licensor; (ii) if either of the Licensees materially breaches any duty or obligation under this Memorandum which is not capable of being cured within thirty (30) calendar days after written notice detailing the breach is provided by Licensor; (iii) if Licensees commit numerous breaches of their duties or obligations under this Memorandum which in the aggregate are material and fail to cure such numerous breaches within thirty (30) calendar days after written notice is provided by Licensor; or (iv) in its sole discretion at its convenience upon one hundred and eighty (180) calendar days prior written notice detailing the breach from Licensor, or (v) in its sole discretion at its convenience upon one hundred and eighty (180) calendar days prior written notice from Licensor.

4.1 Licensees may terminate this Memorandum in whole or in part, upon one hundred and eighty (180) calendar days prior written notice from Licensees, (i) if Licensor materially breaches any of its duties or obligations under this Memorandum and fails to cure such breach within thirty (30) calendar days after written notice is provided

by Licensees; (ii) if Licensor materially breaches any duty or obligation under this Memorandum which is not capable of being cured within thirty (30) calendar days after written notice is provided by Licensees; (iii) if Licensor commits numerous breaches of its duties or obligations under this Memorandum which in the aggregate are material and fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by Licensees; or (iv) in its sole discretion at its convenience.

4.2 The Parties further agree that termination of either (i) the Sublease Agreement due to an uncured default of Sublessee or (ii) the Letter of Credit due to an uncured default of YNUC thereunder shall terminate the License at the sole discretion of Licensor.

5. Transition Period: Immediately upon termination of the License by either Licensor or Licensees as a result of a breach of the Memorandum by the other Party as defined in paragraphs 4(a)(i), (ii) or (iii) or 4(b)(i), (ii) or (iii) above, or if the License is terminated pursuant to paragraphs 4(c) or 4(d) above, the Parties shall automatically enter into a transition period for up to one hundred twenty (120) days, provided that Licensee shall commence the steps outlined in subsections (a) and (b) below within thirty (30) days of the notice of termination, and shall complete such actions within no more than one hundred twenty (120) days after the notice of termination ("Transition Period"). Should either Licensor or Licensees terminate the License without cause by providing one hundred and eighty (180) days written notice pursuant to paragraph 4(a)(iv) or 4(b)(iv) above, the Transition Period will be one hundred and eighty (180) days, beginning with the day the Party provides written notice and ending on the same day the License is terminated. During the Transition Period, Licensees shall take all reasonable steps necessary to cease all use of the Property and instead transition to use of another mark and trade name with its services which is neither identical or confusingly similar to the Property. To comply with this paragraph, during the Transition Period (a) P.C. shall promptly (i) discontinue use of the Property as part of its trade name, the name of its urgent care center and as part of any trademark or service mark; and (ii) change its corporate name to another name which does not include the term Hoag or any confusingly similar variant thereto by filing an amendment to its Fictitious Name Permit with the Medical Board of California; and (b) Licensees shall at its sole cost promptly (i) discontinue use of the Property in any signage, forms, stationery, business cards, advertising or promotional materials for their urgent care center at the Premises; (ii) cancel all previously placed orders for products, advertisements or promotions which contain the Property, (iii) surrender to Licensor or destroy depictions of the Property and any physical objects bearing or containing the Property; and (iv) provide written notice to Licensor that it has complied with all requirements set forth herein.

6. Quality Control: Licensees agree that any materials which Licensees provide that incorporate the Property shall (i) be of high quality and approved by Licensor, such approval not to be unreasonably withheld; (ii) comply with all federal, state and local laws within the Territory; and (iii) be in strict accordance with Licensor's Corporate Identity Guide, a copy of which has been provided to Licensees and which Licensees hereby acknowledge receipt thereof. Licensees further agree to submit to Licensor, in sufficient time for review and consideration, for

Licensor's reasonable approval of all proposed materials which include use of the Property or any proposed variants thereof, including, without limitation, the materials listed in paragraph 1 above prior to any use thereof by Licensees. Licensees must have Licensor's written approval from Licensor's Marketing and Corporate Communications Department, not to be unreasonably withheld or delayed, before use of the Property can be made with any materials authorized by the License. Licensor further retains the right and shall inspect all materials bearing the Property with reasonable notice to Licensees to ensure appropriate quality control. Licensor may conduct said inspection either by reviewing publicly available documents or images, or by requesting copies of printed or electronic material bearing the Property from Licensees at any time, which shall be promptly provided to Licensor upon request. Licensees agree not to engage in any advertising or promotional efforts which Licensor reasonably determines to be adverse to Licensor's good will or business. In the event that Licensor determines that the Property has been misused by Licensees in violation of the terms of this Memorandum, Licensor shall inform Licensees of such misuse and allow Licensees an opportunity to promptly cure same within a reasonable period of time after such notice, and if not cured, Licensor may at its sole discretion terminate this Memorandum pursuant to paragraph 5 above.

7. Ownership of the Property: Licensor represents and warrants that it is the sole and exclusive owner of all rights and interests, including any and all trademark, copyright and other propriety rights, in and to the Property. Licensor further represents and warrants that use of the Property does not violate, infringe or conflict with the rights of any third party.

7.1 Use of the Property, including all related rights and goodwill, shall inure solely to Licensor's benefit. Licensees shall not acquire rights or any other interest in the Property in any form, including but not limited to the forms shown in Schedule B hereto. Notwithstanding any provisions herein to the contrary, however, Licensor shall not acquire any rights or interest in the business or goodwill of Licensees.

7.2 Licensees shall not challenge, attack, or contest the ownership or validity of Licensor's rights in the Property, or Licensor's respective applications or registrations relating to same.

7.3 Licensees shall not apply for, or be the assignee of, any domain name or trademark owned by Licensor or containing the Property, or which would affect any of Licensor's rights in the Property, or aid or abet anyone else in doing so. Licensees shall not register or otherwise acquire any domain names which include the term HOAG. To the extent that Licensees determine that such domain names are necessary for the operation of the business and services referenced herein, Licensor will make reasonable efforts to register such domains and allow Licensees to post website content through those domains, subject to Licensor's review and approval, which shall not be unreasonably withheld. Upon notice of termination of this Memorandum, Licensees shall by the end of the relevant transition period discontinue all use of such domains and relinquish any control Licensee may have over such domains to Licensor.

7.4 Licensees shall not commit any act or engage in any conduct which adversely affects the Property or any other trademarks, logos, designs or copyright or copyrightable materials of Licensor or its affiliates.

7.5 This Memorandum shall in no way be construed as an assignment to Licensees of any right, title and/or interest in and to the Property.

8. Royalty: The royalty payment for the License shall be included in the Rent under the Sublease, which the Parties agree constitutes the fair market value of the above license.

9. Notices: Licensees shall include appropriate notices of Licensor's trademark and copyright rights to the Property in any and all materials in which Licensees use the Property in accordance with and to the extent expressly provided for in Licensor's Corporate Identity Guide, as amended from time to time and provided to Licensees.

10. Protection of the Property: Licensor shall be responsible for all expenses and costs related to the protection and registration of the Property. Licensees shall promptly inform Licensor's Marketing and Corporate Communications Department at the address indicated in the notice section herein of any possible infringements, claims or actions pertaining to the Property by any third parties of which it has knowledge or becomes aware, and shall reasonably cooperate with Licensor as provided herein. Licensor shall take any action as it deems necessary or appropriate, in its reasonable judgment, in respect of any possible infringements, claims or actions pertaining to the Property by any third parties. If Licensor does initiate legal proceedings on account of any such infringement claim or action, Licensees agree to reasonably cooperate with and assist Licensor, at Licensor's expense, to the extent reasonably necessary to protect the Property, including without limitation, being joined as a necessary or desirable party to such proceedings, appearing for depositions, meeting with counsel for Licensees, and providing reasonable access to its files relating to the subject matter of the litigation claim or action, and provided that if either of the Licensees is joined as a party to any such action, that Licensor shall provide and pay for legal counsel for Licensees to the extent necessary.

11. Indemnification:

11.1 Licensor will indemnify, and hold harmless Licensees from and against, any and all claims, damages, litigation, judgments, costs and expenses, including, without limitation, reasonable attorneys fees and costs, arising out of a breach of any of Licensor's obligations under this Memorandum, including Licensor's representations and warranties in Section 7 in connection with Licensees' use of the Property pursuant to the License; provided that Licensees shall promptly notify Licensor in writing upon Licensees' acquiring knowledge of any such claim or suit.

11.2 Licensees will indemnify, and hold harmless Licensor from and against, any and all claims, damages, litigation, judgments, costs and expenses, including, without limitation, reasonable attorneys fees and costs, arising out of a breach of any of Licensees' obligations under this Memorandum,; provided that Licensor shall promptly

notify Licensees in writing upon Licensor's acquiring knowledge of any such claim or suit.

12. Miscellaneous:

12.1 Notices. Any notice to be given by any party hereto to the other party in connection with this Memorandum shall be given in writing and shall be transmitted either (i) in person; (ii) by overnight courier or registered mail, postage prepaid, addressed to the receiving Party at the address set forth below, or at such other address of which the sending Party shall have been previously apprised in writing; (iii) by facsimile addressed to such address; or (iv) by e-mail to an e-mail address designated by each Party. The effective date of any notice shall be the date on which it is actually received by the addressee, except for facsimile notices which shall be effective on the date on which such facsimile is sent provided the sending Party receives a confirmation that the facsimile has been received on that date.

(i) If to Licensor:

Hoag Memorial Hospital Presbyterian
One Hoag Drive, PO Box 6100
Newport Beach, California 92658-6100
Attention: Chief Executive Officer and
Chief Financial Officer

(ii) If to Licensees:
Your Neighborhood Urgent Care, LLC
18231 Irvine Blvd., Suite 204
Tustin, CA 92780
Attention: Robert Amster, M.D. and Jennifer Kiindarius, COO

12.2 This Memorandum, including attached Schedules contains the entire agreement of the parties with respect to the Property, and any and all prior agreements relating to the Property are superseded in their entirety. This Memorandum may be amended only by a writing signed by Licensor and Licensees.

12.3 In any action to enforce the terms of this agreement, the prevailing party shall be entitled to payment by the other party of its reasonable attorneys' fees and costs in connection with such action.

IN WITNESS WHEREOF, the parties have executed this Memorandum by their authorized officers.

Hoag Memorial Hospital Presbyterian

By:_____
Sanford Smith

Sr. Vice President

Your Neighborhood Urgent Care, LLC

[redacted]

[Title]

Hoag Urgent Care – Anaheim Hills, Inc.

By: Robert Ast MD
[Name]

President
[Title]

SCHEDULE A

Licensed Property

HOAG Trademark, as shown in U.S. Trademark Reg. No. 1,977,913

SCHEDULE B

[INSERT HOAG DESIGN MARK(S)]

EXHIBIT C

INDIVIDUAL EQUIPMENT RECORD FORM

See attached.

INDIVIDUAL EQUIPMENT RECORD FORM

Description of Equipment:_____

_____

Serial Number of Equipment (if applicable) :_____

Monthly Rental installment Amount*	Monthly Rental Amount	Payoff
1	$_____	$_____
2	$_____	$_____
3	$_____	$_____
4	$_____	$_____
etc.	etc.	etc.

*as described in Section 9 of the attached Sublease: the payoff amount is the net present value of the remaining Monthly Rental Amounts due under this IER as specified above determined by discounting such remaining payments at a discount rate equal to 6% as specified in Section 9 of the attached Sublease.

SUBLESSOR:

Newport Healthcare Center, LLC, a Delaware limited liability company

By: [signature]
Print: SANFORD SMITH
Title: SR. VICE PRESIDENT

SUBLESSEE:

Your Neighborhood Urgent Care, LLC, a California limited liability company

By: Robert Amster MD
Print: Robert Amster, MD
Title: President

[The provisions herein shall be as mutually agreed to in writing by Sublessor and Sublessee from time to time with respect to Leased Assets.]

EXHIBIT D

OPERATING STANDARDS

See attached.

HOAG URGENT CARE NETWORK OPERATING STANDARDS

Site Standards:

Minimum Hours: Monday through Friday 10am-5pm

No appointment necessary

Physician on-site at all times

ACLS Certified, Board Certified physicians

BCLS/Heartsaver Certified staff

Services Offered:

Adult and Pediatric Surgical/Trauma Services

- Laceration Repair
- Fracture Management
- Incision and Draining of Abscesses
- Skin Lesion Removal
- Minor Burn Management

Medical Illness Management (Diagnosis and Treatment)

Employment/Sports/Camp/School Physicals

IV Hydration

Work Injury Management

On-Site Pharmacy with narcotic dispensing tracking system

Injectables Management

On-site Laboratory/ X-Ray Services:

Digital X – Rays performed by licensed Limited X-Ray techs, some of whom may have skull certification. All can perform spinal x-rays.

Urinalysis

Drug Screening Collections performed in secure bathroom

Hemoglobin Testing

Strep, Mononucleosis, Influenza Tests

Draw Station

Blood glucose

On-site Equipment:

Digital X-Ray. All x-rays are over-read within 24-48 hours by a board certified radiologist

EKG performed via a self interpreting machine

Slit Lamp, Schiotz tonometer

Audiometer

AED

ACLS Crash Cart

Quality and Service Indicators:

Wait times until seen by Physician

Overall patient experience

Patient Departures prior to being seen

Revisits with same diagnosis related to first visit within 1 week

Number of missed x-ray/lab diagnoses

Results of labs and X-Rays tracking

Physician call backs to patients within same day

Submission of discharge sheet and follow-up instructions

All medical charts will be sent to PMD of record if known

Electronic Medical Record Capability:

EMR system should be capable of integrating with HOAG Health Information Exchange (HIE) system. Requires HL-7 interface capability.

Practice Management System:

PM system should bill electronically and receive electronic remittances. EMR and PM systems should be integrated together.

Notwithstanding the above, no pharmaceuticals may be sold at the Premises.

EXHIBIT B

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is made and entered into as of the 23rd day of June, 2011, by and between **Newport Healthcare Center LLC**, a Delaware limited liability company ("Sublessor") and **Your Neighborhood Urgent Care, LLC**, a California limited liability company ("Sublessee").

RECITALS

A. Sublessor leases certain office space located at 5355 Warner Avenue, Suite 102, Huntington Beach, California (the "Premises"), pursuant to the Lease dated June 1, 2011, by and between Kim Family HB, LLC ("Landlord"), and Newport Health Care Center LLC as Lessee; ("the Master Lease"). A copy of the Master Lease is attached to this Sublease as Exhibit "A", which is incorporated by this reference.

B. Sublessor desires to sublease the Premises to Sublessee, including all leasehold improvements and trade fixtures located in the Premises, and Sublessee desires to sublease the Premises from Sublessor pursuant to the terms and conditions contained in this Sublease.

C. Sublessee intends to concurrently herewith sublease the Premises to a California professional corporation that will own and operate an urgent care center at the Premises ("P.C. Subtenant"), as evidenced by a sublease between Sublessee and PC Subtenant to be executed concurrently herewith (the "PC Sublease").

D. Sublessor shall concurrently with the execution of the Master Lease cause the Landlord to execute a consent to this Sublease and a consent to the PC Sublease in a form acceptable to Sublessee and Sublessor (the "Landlord Consent") and in accordance with the provisions herein.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Creation of Sublease**. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor the Premises. Sublessee shall use and occupy the Premises in accordance with the terms and conditions contained in this Sublease.

2. **Acceptance of Premises**. The commencement of the use and occupancy of the Premises by Sublessee shall conclusively constitute an agreement by Sublessee that the Premises is acceptable to the extent that Sublessor accepts the Premises under the provisions of the Master Lease.

3. **Term**. The term of this Sublease shall commence on the earlier of November 1, 2011 or the date of Commencement of the Master Lease (the "Commencement Date"), and shall continue thereafter until the expiration of the term (or extended term) of the Master Lease on October 31, 2021. If Sublessor extends the term of the Master Lease beyond June 5, 2021) [(the Master Lease contains two five (5) year renewal option)], or if Sublessee elects to extend the

term of the Master Lease as provided for herein then Sublessee shall have the right to extend this Sublease for a like period of time, except that this Sublease term shall be extended by the time period that Sublessee extends the Master Lease. In no event shall the term of this Sublease extend beyond the end of the term of the Master Lease, plus renewal terms to the extent exercised. In addition, this Sublease shall immediately terminate effective as of the expiration without renewal or the earlier termination of the Master Lease. If for any reason Sublessor does not timely renew the Master Lease with respect to any available option to extend in accordance with the provisions of the Master Lease and provide a copy of such written notice to Sublessee at the time the notice to renew is sent to Landlord and provided Sublessee is not then in default herein, Sublessee may extend the term of the Master Lease on behalf of the Sublessor in accordance with the provisions of the Master Lease, and Sublessor will not send contrary instructions to Landlord. Sublessor agrees as follows and agrees to incorporate these provisions in the Landlord Consent: (a) Sublessor agrees to exercise its option under the Master Lease to renew or extend the term of the Master Lease within five days of written request by Sublessee; (b) not to extend the term of the Master Lease or any further extensions without the prior written approval of Sublessee in the Sublessee's sole discretion; (c) to cause the Landlord to agree under the provisions of the Landlord Consent to permit Sublessee to exercise the options to renew under the Master Lease notwithstanding any contrary instructions from Sublessor and to also provide in such Landlord Consent that a copy of all notices sent by any party under the Master Lease shall also be sent to Sublessee at the address specified herein.

4. **Rent**.

4.1 **Monthly Base Rent**. Sublessee shall pay to Sublessor, as monthly base rent for the Premises, without deduction, offset, prior notice or demand (except as expressly otherwise provided in this Sublease), an amount equal to Three Dollars-and-Thirty-eight-Cents per square foot per month or Eight Thousand Nine Hundred Seventy-seven Dollars and Twenty-eight Cents ($8,977.28) per month ("Monthly Base Rent"). Monthly Base Rent is based upon a valuation by a qualified appraiser (paid for solely by Sublessor), including an opinion as to fair market value of the rental of the Premises, taking into account the per month rental under the Master Lease and the costs incurred by Sublessor to build out the Premises. Rent shall be due on or before the first (1st) day of each month during the term of this Sublease, commencing on the fifth month of the term of this Sublease. Rent for any period during the term of this Sublease which is for less than one (1) month shall be a prorated based upon a thirty (30) day month. Rent shall be paid to Sublessor at its address for notice or to such other person or address as Sublessor will from time to time designate in writing. Sublessee agrees to pay Sublessor a late charge of five percent (5%) of the amount of rent which is not paid within five (5) days of that rent's due date. Notwithstanding any provisions herein to the contrary, the Monthly Base Rent and all other Additional Rent shall be abated to the extent and on a dollar for dollar basis that such rents are abated for any reason under the Master Lease, excluding any free rent at the inception of the Master Lease, but including, without limitation, any rents that are subject to abatement or offset due to interruption of services, or with respect to early possession, casualty or condemnation events or otherwise, as expressly provided for in the Master Lease. Sublessor shall offset as credit against future rents owed herein any monies received from Landlord that relate to rents or Additional Rent under the Master Lease.

4.2 **Base Rent Adjustments.** In accordance with the Master Lease, the portion of the Monthly Base Rent that is defined as the "Monthly Base Rent" under the Master Lease shall be increased on the same percentage basis that such rent is increased for any reason under the Master Lease.

4.3 **Additional Rent.**

4.3.1 Master Lease Amounts. In addition to the Monthly Base Rent, throughout the term of this Sublease, Sublessee shall also be responsible for payment of any other sums due and payable by Sublessor under the Master Lease (which amounts, if any, are referred to in this Sublease as "Additional Rent"). All such Additional Rent shall be due and payable within ten (10) days after notice from Sublessor that the Additional Rent is due, provided Sublessor also sends with such notice any written documentation it receives from the Landlord with respect to such Additional Rent. The term "Rent" as used in this Sublease shall mean the Monthly Base Rent and all Additional Rent.

4.3.2 Master Lease Common Area Expenses. The parties agree that the Monthly Base Rent payable under this Sublease shall be on a "triple net lease" basis, and therefore, in addition to the Monthly Base Rent described in Section 4.1 above, to the extent expressly provided for in the Master Lease, Sublessee shall be responsible commencing November 1, 2011, for its pro rata share of all common area (interior and exterior) maintenance charges, operating costs and any and all other building expenses that are passed through from, or charged by, the Landlord to Sublessor pursuant to the Master Lease. In addition, to the extent expressly provided for in the Master Lease, Sublessee shall be solely responsible for all operating and maintenance costs associated with maintaining the Premises, including without limitation commercial general public liability insurance covering the Premises, professional liability insurance covering the professional services rendered in the Premises, fire and extended insurance coverage, utility costs and expenses at the Premises, including all water, electricity, gas, heat and telephone charges, ordinary repairs, utilities, janitorial and waste removal services, and any personal property taxes and assessments charged on the use or occupancy of the Premises. By way of clarification, Sublessee shall not be responsible for any of the items listed or described in this Section 4.3.2 if not payable by Sublessor under the express provisions of the Master Lease.

4.3.3 Lease of Leased Assets. In addition to the Monthly Base Rent, throughout the term of this Sublease, Sublessee shall also pay to Sublessor any monthly amounts due for the total monthly rent reflected in the IERs for the Leased Assets (as both terms are defined in Section 7 below), and, as provided for herein or in the IER described herein, such amounts may be reduced to zero on or before the end of the initial term of the Sublease. The amounts are based upon an installment sale of certain of the Leased Assets as described in Section 9 below.

4.3.4 Trademark License. In addition to the Monthly Base Rent, throughout the term of the Sublease during the term of the Trademark License attached hereto as Exhibit B, Sublessee shall also pay to Sublessor a royalty equal to one percent (1%) of the Net Patient Revenue from the Premises (as herinafter defined), payable quarterly onor before the last day of each month following the end of each calendar quarter (e.g., for the calendar quarter

ending December 31, payable on the last day of January). For purposes of this Agreement, "New Patient Revenue" means the total revenue received by P.C. Subtenant (as defined here) in consideration of services provided by P.C. Subtenant to patients of P.C. Subtenant, net of contractual allowances and adjustments.

5. **Master Lease.**

5.1 **Subject to the Master Lease.** Prior to the occupancy of the Premises, Sublessee shall first familiarize itself with all of the terms and conditions contained in the Master Lease. This Sublease is subordinate to the Master Lease and is subject to all of the terms and conditions of the Master Lease.

5.2 **Incorporated Provisions of the Master Lease.** Except for the payment of rent, additional rent or any other amounts under the Master Lease directly to Landlord, all of the provisions of the Master Lease are hereby incorporated into this Sublease by this reference. In this regard, any rights that Landlord may have against Sublessor pursuant to the Master Lease, Sublessor shall hereby have equivalent rights against Sublessee pursuant to this Sublease, and any rights which Sublessor may have against Landlord under the Master Lease, Sublessee shall have equivalent rights against Sublessor. Should an express provision of this Sublease conflict with the Master Lease, then the express provision of this Sublease shall govern as between Sublessor and Sublessee. Sublessee may exercise any rights against Landlord under the Master Lease in the name of the Sublessor to the extent Sublessor fails to timely exercise any rights under the Master Lease, or if Sublessor fails to exercise any rights of Sublessor under the Master Lease promptly upon written notice from Sublessee, and Sublessor agrees to reasonably cooperate with Sublessee in connection with all such actions by Sublessee, including, without limitation, the execution of any agreement or consent that is reasonably necessary in order for Sublessee to exercise Sublessor's rights under the Master Lease, and further, Sublessor hereby grants a limited power of appointment coupled with an interest to Sublessee to exercise such rights of Sublessor under the Master Lease provided Sublessee is not then in default hereunder. Reference to default of Sublessee under this Agreement means that Sublessee has breached its obligations herein and such breach was not cured within the cure period provided for herein or in the Master Lease as applicable. Such rights that Sublessee may exercise under the Master Lease, include, without limitation, the right to seek indemnification from Landlord, contest any pass through expenses and to conduct audits of such costs. Sublessee shall pay for the costs incurred to exercise such rights of Sublessor provided that Sublessee shall retain all benefits arising out of such exercise of rights such as any refunds of overcharges for pass through of common area operating costs.

5.3 **No Breach of Master Lease; Indemnification.** While this Sublease is in effect, Sublessee shall not do anything on or about the Premises which would constitute a breach of the Master Lease, and Sublessee hereby indemnifies Sublessor for any and all costs and expenses, including, without limitation, reasonable attorney fees, incurred by Sublessor against Landlord for any action or activity of Sublessee (or Sublessee's employees, agents or invitees) which would constitute a breach of the Master Lease. In the event that Sublessee holds over its occupation of the Premises after the termination of the Master Lease, Sublessee shall be solely responsible for all obligations under the Master Lease, and Sublessee hereby indemnifies

Sublessor for any and all costs and expenses, including, without limitation, reasonable attorney fees, incurred by Sublessor for Sublessee's holding over its occupancy of the Premises.

5.4 **Excluded Provisions of the Master Lease**. Notwithstanding Sections 5.1 through 5.3 above, the following provisions of the Master Lease are excluded from this Sublease: 1.5, 1.9(a), 1.9(f), 13.4, 13.5, 51AIII, 61.

5.5 **Right to Cure Defaults**. In the event that Sublessee receives notice of a default under the Master Lease, not caused by any default by Sublessee under this Sublease, and provided that Sublessee is not then in default under this Sublease, then Sublessee will have the right, but not the obligation, to cure the default under the Master Lease. Sublessee's right to cure includes the right to pay rent and other amounts due under the Master Lease directly to Landlord, on Sublessor's behalf, and to offset the amounts so paid to Landlord against future rent due and payable under this Sublease, or, assuming no monies are then owed to Sublessor by Sublessee herein, to demand immediate payment from Sublessor if the amount paid by Sublessee exceeds one month of Monthly Base Rent herein. Sublessor shall cause the Landlord Consent to include the right of Sublessee to cure any defaults under the Master Lease after five days written notice from Landlord and to require Landlord to give copies of all notices under the Master Lease to Sublessee at the time that notices are given or required to be given to Sublessor, and that notice to Sublessor shall not be effective unless such notice is also given to Sublessee.

6. **Exclusive and Permitted Use of Premises**. During the term of this Sublease, Sublessee shall have the exclusive right to use of the Premises as an urgent care center or as otherwise consented to by Sublessor and permitted under the Master Lease. Except as otherwise set forth in this Sublease, and only to the extent of Sublessor's obligations under the Master Lease, Sublessee shall maintain, repair and keep in good condition the Premises, including without limitation any and all leasehold improvements and fixtures contained therein. In addition, Sublessee may not conduct any use that would cause Sublessor to be in violation of any term or condition of the Master Lease.

7. **Maintenance and Repair.** Sublessee, at Sublessee's sole cost and expense, shall keep the Premises, and the "Leased Assets" which shall include all fixtures, trade equipment, trade fixtures, furniture, and other personal property leased to Sublessee pursuant to this Sublease in good condition and repair and in compliance with all applicable laws. Each item ("Item") of Leased Assets is listed on a separate Individual Equipment Record attached hereto as Exhibit C (each an "Individual Equipment Record" or "IER") and the rents due (which are part of the Monthly Base Rent) with respect to such Item are specified therein. Sublessor shall not be responsible to make any repairs or maintenance to the Premises or the Leased Assets. Sublessee shall be responsible for any replacements due to failure, unless damage or such failure is caused by the act, omission, or active negligence, of Sublessor and/or its agents, employees. The Premises shall at all times be kept clean, safe and sanitary and, to the extent of Sublessor's obligations under the Master Lease, in good order, condition, replacement and repair by Sublessee.

8. **Trademark and License.** During the term of this Sublease, Sublessee and its P.C. Subtenant shall have a limited, non-exclusive, non-transferable and revocable license to use name "Hoag" in connection with the conduct of the urgent care center business on the Premises,

subject to the terms and conditions of the Trademark and License by and among Sublessor, Sublessee and P.C. Subtenant, in the form attached hereto as Schedule C.

9. **Lease of Leased Assets** Sublessor hereby leases to Sublessee the Leased Assets that Sublessor will purchase on behalf of Sublessee, as listed on the attached "Exhibit C". Sublessor hereby specifically reserves in itself the legal title to the Leased Assets at all times until Sublessee has made final payment during the initial Term of this Sublease with respect to rents due under the IER for the Item in question. Sublessee shall not remove the Leased Assets from the Premises without the prior written consent of Sublessor, or until such time as the Item is purchased by Sublessee as provided for herein or is replaced. Sublessor will amortize the Leased Assets inclusive of an annual interest rate equal to six percent (6) % per annum over the initial Term of the Sublease. Upon the earlier of the end of the Initial Term or when all rents owed under the IER for the Item in question is paid for by Sublessee as provided for in the IER, then Sublessor shall sell the Item in question to Sublessee for one dollar ($1.00) and Sublessor shall assign all rights, title and interest in such Item to Sublessee on a lien free basis and shall warrant at that time that such asset is owned solely by Sublessor and is not subject to any liens, claims or encumbrances caused by or consented to by Sublessor and such Item shall no longer be subject to any rental or other obligations herein. At any time, Sublessee may elect to pay off early the balance then due under an IER with respect to an Item based on the payoff amount listed in the IER for such Item (such Item, a "Purchased Item"). Such payoff amount, however, shall be discounted to the then net present value (as described in Section 24 herein) based on the time period remaining for the full payoff of such Item utilizing the interest rate specified above in this paragraph. Reference to Leased Assets in this Sublease excludes Purchased Items.

10. **Condition of Leased Assets**:

10.1.1 **Condition Upon Delivery**. Sublessee agrees that prior to accepting delivery of the Leased Assets, Sublessee shall fully inspect the Leased Assets to ensure that the Leased Assets are suitable for use by Sublessee. Sublessee acknowledges and agrees that the Leased Assets are being provided to Sublessee in their present but new condition, "as-is", with all faults, whether known or unknown. Sublessor hereby warrants and represents that it solely owns the Leased Assets and that such Leased Assets are not subject to any liens, claims or encumbrances. EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS MADE BY SUBLESSOR HEREIN, SUBLESSOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LEASED ASSETS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED. SUBLESSEE ASSUMES ALL RISK AND LIABILITY THAT MAY RESULT FROM THE USE OF THE LEASED ASSETS. However, to the extent Sublessor has rights under warranties relating to the Leased Assets provided by the manufacturer(s) and sellers thereof, Sublessor shall exercise such rights as appropriate in the event of any defect or other failure or problem with the Leased Assets or assign such rights to Sublessee if assignable.

10.1.2 **Condition Upon Return**. Upon the termination prior to expiration of this Sublease, Sublessee agrees that the Leased Assets (together with all accessories) shall be returned to Sublessor, in the same condition that the Leased Assets and accessories were in when

provided to Sublessee, ordinary wear and tear excluded, and except for fixtures that are damaged and that Sublessor is not required to repair under the provisions of the Master Lease (the "Original Condition"). If the Leased Assets and accessories are not returned to Sublessor in their Original Condition, Sublessee shall be responsible, and shall promptly pay Sublessor, for the remaining unamortized value of any Leased Assets (based on its then net present value as described in the IER for the Item in question) that cannot be returned in the Original Condition, or Sublessee may elect to repair such Leased Asset to cause it to be put back to the Original Condition.

10.1.3 **No Liens or Encumbrances**. Sublessee agrees to maintain the Leased Assets free and clear of any attachment, levy, lien or encumbrance, other than any rights granted to Landlord under the Master Lease, shall promptly notify Sublessor of any such attachment, levy, lien or encumbrance, and agrees to indemnify Sublessor for any loss caused thereby.

10.2 **Use, Risk of Loss**. Sublessee shall use the Leased Assets solely in accordance with manufacturers' specifications and instructions. Sublessee shall use the Leased Assets in a proper manner and shall comply with and conform to all federal, state, municipal, and other laws, ordinances, policies and regulations in any way relating to the possession, use, operation and maintenance of the Leased Assets. Sublessee hereby assumes the risk of loss and damage to the Leased Assets.

10.3 **Repair and Service; Replacements and Upgrades**. In the event that any of the Leased Assets requires repairs or service, except to the extent of Landlord's obligations with respect to fixtures as provided for in the Master Lease, Sublessee agrees to repair or service the Leased Assets at no cost to Sublessor. Except to the extent of Landlord's obligations under the Master Lease with respect to fixtures, any replacements or upgrades to the Leased Assets shall be furnished by Sublessee at no cost to Sublessor.

10.4 **Limitation of Remedies**. Sublessor shall not be liable to Sublessee for any interruption in Sublessee's use of the Leased Assets. In no event shall Sublessor be liable for any special, consequential or incidental damages, including without limitation, loss of profits, resulting to Sublessee by reason of any interruption or cessation of production or otherwise, or for any cause whatsoever, including without limitation the negligence of Sublessor or its agents or employees. Sublessee agrees that its sole remedy for any valid claim of Sublessee with respect to the above shall be limited to the refund of any rental theretofore paid to Sublessor.

10.5 **Inspection by Sublessor**. Sublessor shall have the right to inspect the Leased Assets subject to this Agreement at all reasonable times upon two business days prior written notice for reasonable business purposes and subject to not interfering with the patients or business of Sublessee.

10.6 **Alterations by Sublessee**. Sublessee may not make any changes, additions, alterations, improvements or additions to the Leased Assets without Sublessor's prior written consent, which Sublessor may give or withhold in its sole discretion.

10.7 **Personal Property Taxes.** Sublessor shall be responsible for all personal property taxes levied against the Leased Assets, and any furniture or fixtures at the Premises.

11. **Telephone and Data Systems; Security.** Sublessee shall be responsible to provide telephones, telephone systems, hardware and software for telephones and data systems, data and other electronic security systems, and shall be responsible for all costs of repairs and replacements thereto.

12. **Condition of the Subleased Premises**. Sublessor shall deliver possession of the Premises to Sublessee upon the earlier of (a) substantial completion of the tenant improvements mutually agreed upon between Sublessor and Sublessee, and (b) occupancy by Sublessee. Subject to that requirement, Sublessee will accept the Subleased Premises in the condition specified in the Master Lease and subject to such other related provisions as provided for in the Master Lease such as the obligations of Landlord to complete certain tenant improvements and warranties provided by Landlord. If completion of the tenant improvements and possession of the Premises by Sublessee has not occurred within one hundred eighty (180) days of the date of this Sublease, this Sublease shall terminate unless other agreements are reached between Sublessor and Sublessee.

13. **Building Hours and Access; Office Hours of Urgent Care Center**. During the term of this Sublease, Sublessee shall have access to the Building twenty-four (24) hours per day, seven (7) days per week. Throughout said term, Sublessee shall arrange for the conduct of the practice of an urgent care center in the Premises in accordance with the hours as specified in the Operating Standards in Exhibit D.

14. **Operating Standards for the Urgent Care Center.**

14.1 The operating standards for the Urgent Care Center operated at the Premises shall be as set forth in Exhibit D attached hereto and incorporated herein by reference, as such Exhibit may be amended from to time my mutual agreement of the parties.

14.2 Sublessee covenants that each physician who practices medicine at the Urgent Care Center 80 or more hours per month is: (a) duly licensed to practice his/her profession in the State of California, and (b) Board certified or a member of the active medical staff of Hoag Memorial Hospital Presbyterian in full compliance with all of its bylaws, policies, rules and regulations. A breach of this Section 14.2 shall be considered a material breach of this Sublease.

15. **Tenant Improvements**. Except as provided by the Landlord as specified in the Master Lease, Sublessor shall provide or pay for all tenant improvements and fixtures that will become permanent improvements to the Premises, including painting, flooring and ceiling tiles, and for trade fixtures or removable fixtures, furnishings or equipment, as required for the conduct of an urgent care center, as determined by mutual agreement of Sublessor and Sublessee. Sublessor shall submit to Sublessee satisfactory evidence of the expenditures, including copies of invoices. All tenant improvements shall be installed free and clear of any liens or encumbrances.

16. **Insurance**. During the term of this Sublease, Sublessee shall maintain the insurance coverage required by this Section. Each of the policies shall be issued by a corporate

insurer licensed to do business in the State of California, with a current A.M. Best's Rating of A-VII or better. All liability policies shall be written on a "claims made" basis unless such coverage is not available. Each policy shall contain an endorsement requiring written notice to Sublessor within thirty (30) days prior to expiration or termination. Prior to the earlier of any entry onto the Subleased Premises by Sublessee or the Commencement Date, Sublessee shall deliver to Sublessor and Landlord copies of a standard ACORD insurance certificate evidencing the required insurance coverage.

16.1 **Liability Insurance**. Sublessee shall maintain general public liability insurance with combined single limit coverage for personal injury and property damage of at least $3,000,000. Sublessor and Landlord shall be named as additional insureds on this insurance policy.

16.2 **Medical Malpractice Insurance**. Sublessee or its P.C. Subtenant shall maintain a policy of medical malpractice insurance to afford protection of not less than $1,000,000 per occurrence with $3,000,000 aggregate limits of liability for medical malpractice and shall provide Sublessor with written evidence of such coverage in effect.

16.3 **Casualty Insurance**. Only if expressly required to be maintained by Sublessor under the Master Lease, Sublessee shall maintain casualty insurance on the Premises on an all-risk basis, in an amount equal to the replacement cost of the tenant improvements. The insurance policy shall contain waiver of subrogation provisions; provided however, that this waiver shall not apply if the policy of such insurance would be invalidated by the operation of such waiver.

16.4 **Indemnification by Sublessee**. Sublessee agrees to indemnify, defend and save Sublessor and Landlord harmless from all claims (including reasonable costs and expenses of defending against such claims) resulting from (a) any breach by Sublessee of its obligations under this Sublease, or under the Master Lease to the extent of Sublessor's obligations to indemnify Landlord under the Master, Lease; (b) property damage, personal injury or death occurring in or about the Premises during the term of this Sublease, if such damage, injury or death results wholly or in part from the negligent, reckless or willful act or omission of Sublessee or its officers, agents, employees, contractors, subcontractors, customers or invitees. Provided, however, that the foregoing indemnity shall not apply to the extent such claims result from the negligent or willful act or omission of Landlord or Sublessor or Landlord's or Sublessor's officers, agents, employees, contractors or subcontractors.

17. **Use Of The Subleased Premises**.

17.1 **General Obligation To Comply With Laws**. Sublessee and its P.C. Subtenant shall promptly, and at all times, at its sole cost and expense observe and comply with all laws, statutes, ordinances, rules, regulations, and orders of any duly constituted governmental authority which are now in effect or are hereafter passed, adopted, or promulgated with reference to or which affect the use and, to the extent of Sublessor's obligations under the Master, Lease, maintenance of the Premises, or the medical practice being carried on in the Premises. Sublessee and its P.C. Subtenant shall not perform any acts or carry on any practices, or permit the same to be performed or carried on by any other party or permitted user of the Subleased Premises,

which may injure or be a nuisance or menace to the Premises or the Building or to any adjacent property owner.

17.2 **Storage And Disposal Of Trash**. Sublessee shall at all times keep the Building, the walkways serving the Building and the Premises and service area, and all other parts of the Building and the Premises clean and free from all medical waste rubbish, trash, and dirt generated by Sublessee or the P.C., at all times, except for storage and removal as permitted herein or in the Master Lease. Sublessee shall store or cause to be stored all waste inside the Building or in trash containment areas around the Building. Sublessee shall, at its sole cost and expense, arrange for the regular pickup of all medical waste, and to the extent provided for in the Master Lease, rubbish, trash, garbage, and other litter. Sublessee shall properly store, treat, transport and dispose of all medical waste generated by its activities on the Premises, in the manner required by all applicable federal and state laws, including, without limitation, the California Medical Waste Management Act.

18. **Estoppel Certificates**. Either party shall, at any time and from time to time, within ten (10) days after written request from the other party, execute, acknowledge and deliver to such other party a statement in writing, in a form provided by the first party, certifying that the Sublease of the Premises is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Sublease, as so modified, is in full force and effect), and acknowledging that there are no known, uncured defaults on the part of Sublessor or Sublessee under this Sublease, or Sublessor or Landlord under the Master Lease, and that there are no known events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Sublessor or Sublessee under this Sublease, or Sublessor or Landlord under the Master Lease, or specifying such known defaults, events or conditions, if any are claimed. It is expressly understood that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises. Failure of either party to deliver such statement within such time and continued failure after a further ten (10) days written notice shall, at the option of the other party, constitute a default under this Sublease and, in any event, shall be conclusive against such party that the Sublease is in fact in full force and effect without modification, except as any such modification may be represented by the other party in any certificate prepared by the other party and delivered to the first party for execution pursuant to this Section 18.

19. **Right of Entry**. Sublessor and its agents or employees may enter upon the Premises at reasonable times upon two days prior written notice to inspect the Premises or for any other reasonable purpose. Sublessor shall coordinate any such inspections with Sublessee so as to minimize the inconvenience to Sublessee, and Sublessor shall not exercise its right of entry in a manner or at a time which interferes with or disrupts Sublessee's use of the Premises, or interferes with any patient's rights or privacy.

20. **Interruption of Services**. Under no circumstances shall Sublessor be liable to Sublessee, for consequential damages or otherwise, for any failure or interruption of any utility or building service at or upon the Premises, provided, however, that Sublessee may assert claims against the Landlord through Sublessor to the extent provided for in the Master Lease regarding such failure or interruption and Sublessor agrees to promptly cooperate regarding such claims. Sublessor shall not be liable for injury to Sublessee's business or for any loss of income

therefrom or for damage to the goods, wares or other property of Sublessee caused by any such failure or interruption. Notwithstanding any waiver of claims or rights against Sublessor, Sublessee shall have the right, at its sole expense, to assert claims against Landlord on behalf of Sublessor to the extent of any breach or default by Landlord under the Master Lease and all damages and remedies paid or collected by Sublessee resulting therefrom shall belong solely to Sublessee.

21. **Damage to Premises**. Sublessee shall give prompt written notice to Sublessor in the event of any damage to the leasehold improvements or fixtures that occurs in the Premises. Upon such notice, Sublessor or Landlord, as appropriate, shall promptly repair and restore the leasehold improvements or fixtures so damaged to a condition that is as close as is reasonably possible to the value, condition and character of such leasehold improvements or fixtures immediately prior to such damage pursuant to the terms of the Master Lease. Except for damage to the Premises resulting from a willful, intentional or negligent act of Sublessee, its guests or invitees, payment of the costs and expenses of any such repair and restoration shall be the responsibility of Landlord, as provided for in the Master Lease. If the payment of rent by Sublessor is suspended under the Master Lease, then the payment of rent by Sublessee under this Sublease shall be suspended for a similar period of time. Notwithstanding any provision of this Section 21 to the contrary, if during the term of this Sublease the Master Lease is terminated as a result of damage to or destruction of the Premises although Sublessor may not terminate the Mater Lease without approval in writing of Sublessee, which approval shall not be unreasonably withheld or delayed, and Sublessor must terminate the Master Lease if permitted and if requested in writing by Sublessee, then this Sublease may be terminated by either party upon written notice to the other party of such fact within fifteen (15) days of the termination of the Master Lease ; provided, however, although Sublessee is not obligated to do so, to the extent permitted by Sublessor under the Master Lease, Sublessee may elect to repair damages to the Premises or related building so that the Master Lease is not terminated.

22. **Assignment; Subletting**. Sublessee may not sell, convey, set over, assign, or otherwise transfer this Lease, or any portion of Sublessee's interest in this Sublease, or sublet any portion of the Subleased Premises, whether voluntarily, involuntarily or by operation of law (hereinafter collectively referred to as "Transfer") without Sublessor's prior written consent, which shall not be unreasonably withheld or delayed. In assessing whether to give or withhold consent, Sublessor may take into account any relevant matters that in Sublessor's reasonable judgment might affect Sublessor's credit, business reputation or potential liability for the obligations of the lessee under the Master Lease or to third parties, including, without limitation, the creditworthiness and financial strength of the proposed transferee, the creditworthiness and financial strength of Sublessee, the nature of the transferee's business and its proposed use of the relevant portion of the Subleased Premises, and the business reputation of the proposed transferee. For the purposes of this Sublease, the term "Transfer" shall include, but not be limited to, any assignment or any attempted assignment of this Sublease or any rights herein, any total or partial transfer, sale, assignment, lease, sublease, franchise, license, gift, hypothecation, mortgage, pledge, encumbrance, or the entering into any agreement do to any of the foregoing. Any Transfer without Sublessor's prior written consent shall be void ab initio and shall be a material Event of Default under this Sublease. The approval of one Transfer shall not be deemed approval of or consent to any subsequent Transfer. Notwithstanding the foregoing, Sublessor hereby consents to the sublease of the Premises to Hoag Urgent Care Huntington Beach, Inc.,

P.C. Subtenant, a California professional corporation owned by Robert Amster, M.D. The parties acknowledge and agree that Hoag Urgent Care-Huntington Beach, Inc. has amended its articles of incorporation to change its corporate name to "Hoag Urgent Care-Huntington Harbour, Inc."

22.1 **Transfer Subject to Master Lease**. Any Transfer shall be subject to and governed by the terms of this Sublease and the Master Lease, and after any Transfer approved by Sublessor, Sublessee nonetheless shall remain liable for the full performance of all terms and conditions of this Sublease, including the payment of all Rent and other payments required hereunder.

22.2 **Change of Ownership or Control**. For the purpose of this Section 21, any single sale, assignment, transfer, or other disposition, or any series (whether or not related) of sales, assignments, transfers, or other dispositions during the term of this Sublease, of any of the issued and outstanding shares or ownership interests in Sublessee, if it results in changing the "ownership" or "control" of Sublessee, shall be construed as a Transfer of this Sublease. "Control" means possession, direct or indirect, of the power to elect or designate fifty-one percent (51%) or more of the governing board, or to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, as a general partner, by contract, or otherwise. "Ownership" means the possession, direct or indirect, of fifty one percent (51%) or more of the equity in Sublessee. Notwithstanding the preceding, however, the following Transfers shall not require the consent or approval of Sublessor: transfer of interests in Sublessor to employees of Sublessor and/or or to any family members or revocable trusts of any members or owners of Sublessor.

23. **Defaults and Remedies**.

23.1 **Sublessee Defaults**. The occurrence of any of the following events shall constitute a default hereunder by Sublessee:

23.1.1 The failure by Sublessee to make, when due, any payment of rent as required to be made by Sublessee hereunder, where such failure shall continue for a period of over ten (10) days after written notice thereof by Sublessor to Sublessee, except that if the failure is due to a breach by Hoag ("Lender") under that certain line of credit agreement described below, with respect to the advancement of loan proceeds which are budgeted for payments of rent herein or for any other permitted shortfalls, then such failure shall be excused until five (5) days after Lender has cured such breach.

23.1.2 The abandonment of the Premises by Sublessee. Abandonment is defined to include, but is not limited to, any absence of Sublessee or its sublessee or its representatives from the Premises for at least thirty (30) consecutive days, unless due to a casualty or other similar event that prevents Sublessee from operating the business at the Premises, in accordance with the terms of the Master Lease.

23.1.3 The failure by Sublessee to observe, perform or comply with any of the covenants, conditions or provisions of this Sublease (other than the payment of rent), where such failure shall continue for a period of at least thirty (30) days after written notice

thereof (together with reasonable detail as to the failure) by Sublessor to Sublessee, or such longer period as may be reasonably necessary to cure the default if the default cannot be reasonably cured within thirty (30) days, or such longer period to cure a non monetary default as provided for in the Master Lease.

23.1.4 The failure by Sublessee to observe, perform or comply with any of the covenants, conditions or provisions of that certain Line of Credit dated November 1, 2010, by and between Sublessor and Sublessee, where such failure shall continue for a period at least thirty (30) days after written notice thereof by Sublessor to Sublessee, Sublessor may, at its option, terminate this Sublease upon written notice to that effect to Sublessee, and the outstanding rent on this Sublease shall become due and payable within sixty (60) days thereof.

23.1.5 The bankruptcy or insolvency of Sublessee or any guarantor of Sublessee's obligations hereunder, or Sublessee or such a guarantor makes a general assignment for the benefit of creditors;

23.1.6 Commencement by Sublessee or any guarantor of Sublessee's obligations hereunder of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

23.1.7 Commencement of any case, proceeding or other action against Sublessee or any guarantor of Sublessee's obligations hereunder seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after entry thereof or (ii) remains undismissed for a period of sixty (60) days.

23.2 **Sublessor Covenants; Default**. Sublessor agrees to timely perform all of its obligations under the Master Lease, including, without limitation, the payment of all rent thereunder, and to terminate the Master Lease if requested in writing by Sublessee to the extent that events or facts exist that would permit the Sublessor to terminate the Master Lease; provided, however that so long as Sublessee is not then in default herein, Sublessor may not terminate the Master Lease without the written approval of Sublessee, which approval shall not be unreasonably withheld or delayed, notwithstanding any provisions in the Master Lease or herein to the contrary.

The failure by Sublessor to observe, perform or comply with any of the covenants, conditions or provisions of this Sublease where such failure shall continue for a period of at least thirty (30) days after written notice thereof by Sublessee to Sublessor, or such longer period as may be reasonably necessary to cure the default if the default cannot be reasonably cured within thirty (30) days or a default by Sublessor under the Master Lease which

is not cured within the cure periods specified in such Master Lease, unless solely due to a default by Sublessee herein, or a modification of the Master Lease without the written approval of Sublessee except as expressly provided for herein or except as to a permitted assignment of the Master Lease, shall constitute a default hereunder by Sublessor.

23.3 **Remedies**. In the event of a default by Sublessee as specified in Section 22.1 above, or in the event of a default by Sublessor as specified in Section 23.2 above, in addition to any other remedies available to either party at law or in equity, Sublessor or Sublessee, as the case may be, shall have the immediate option to terminate this Sublease upon a written notice to the other party to that effect. Upon the effective date of any termination, Sublessor shall repay to Sublessee any portion of the prior rent payment to covers any time period on or after the effective date of the termination of this Sublease.

23.4 **Attorney's Fees.** In the event of an Event of Default by Sublessee, Sublessee will be liable for and will pay Sublessor, in addition to the rents and other sums agreed to be paid hereunder, Sublessor's reasonable attorney's fees incurred in the enforcement of Sublessor's rights under this Sublease. In the event of any legal action or proceeding between Sublessor and Sublessee, arising out of or in connection with this Sublease, including trial and hearings, appeals and bankruptcy proceedings, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

23.5 **No Personal Liability of Sublessor.** Except as provided for in the second sentence of this Section 23.5, the liability of Sublessor to Sublessee for any default by Sublessor under this Sublease shall be limited to the interest of Sublessor in the Premises and the Leased Assets, and Sublessee agrees to look solely to Sublessor's leasehold estate under the Master Lease, Sublessor's interest in the Leased Assets and Sublessor's right to receive Rents under this Sublease, for the recovery of any judgment from the Sublessor, it being intended that Sublessor shall not be personally liable for any judgment or deficiency. Notwithstanding the preceding sentence, Sublessor's shall also be liable for the following and such liability shall not be limited or subject to the preceding sentence: claims against Sublessor for damages arising out of the failure of Sublessor to renew the Master Lease with respect to any renewal options (unless Sublessee was in default herein at the time of such renewal) or the failure of Sublessor to seek consent or approval of Landlord if such consent or approval may be sought under the Master Lease and provided such failure continues for five (5) days after written notice from Sublessee; Sublessor's acts or omissions that cause a termination of the Master Lease unless due to a default by Sublessee herein, claims to recover reasonable attorneys fees and costs incurred by Sublessee to enforce any provisions herein or in connection with any disputes herein to the extent Sublessee is entitled to such recovery of attorneys fees and costs; and claims arising out of any amendment or modification of the Master Lease that was not consented to in writing by Sublessee, and claims with respect to recovery of damages or relief from or against the Landlord, such as indemnification benefits, to the extent received by Sublessor and not paid over to Sublessee. No provisions in this Section 23.5 herein shall limit or affect the right of Sublessee to seek and recovery equitable relief against Sublessor, including, without limitation, specific performance.

23.6 **Adverse Impacts**. In the event that the performance by Sublessor or Sublessee of any term, covenant, condition, or provision of this Sublease or in connection with

the transactions contemplated thereby shall jeopardize the licensure of Sublessor, Sublessee or the P.C. Sublessee, Sublessor's tax-exempt status or the tax-exempt status of any financing of Sublessor, Sublessor's or the P.C. Sublessee's participation in or reimbursement from Medicare, Medi-Cal, Anthem Blue-Cross, CHAMPUS/TriCare, or other reimbursement or payment programs, or Sublessor's full accreditation by an accrediting agency, or if for any other reason such performance should be in violation of any statute, ordinance, or be otherwise deemed to be illegal or unethical by any recognized body, agency, or association in the medical or hospital fields (each, an "Adverse Impact"), Sublessor and Sublessee shall upon written notice of the existence of such Adverse Impact attempt to negotiate in good faith an amendment to this Sublease or an assignment of the Sublessor's interest in the Master Lease to Sublessee for no consideration and provided Sublessee assumes all obligations of Sublessor under such Master Lease that arise on and after the effective date of such assignment with no continuing liability on the part of Sublessor under the Master Lease, to eliminate any such Adverse Impact, unless the existence of such continuing liability would not constitute or trigger an Adverse Impact. In the event that an amendment or an assignment of the Master Lease to eliminate any such Adverse Impact is not practicable or cannot be agreed upon by the parties in good faith within thirty (30) days of notice of the need thereof, either Sublessor or Sublessee may, at its option, terminate this Sublease upon written notice to that effect to the other party, and the outstanding rent on this Sublease shall become due and payable within thirty (30) days thereof, provided, however, that in any event, Sublessee may elect to cause Sublessor to assign the Master Lease to Sublessee unless Sublessor obtains a legal opinion that such assignment would not eliminate the Adverse Impact as to Sublessor.

24. **Surrender of Premises**. Upon the termination of this Sublease, Sublessee shall surrender possession and restore the Premises to Sublessor, in the same condition as such Premises existed at the commencement of the term of this Sublease, reasonable use and wear only excepted, and except that Sublessee shall not be required to remove any tenant improvements if such items are not required to be removed under the Master Lease.. Upon the termination of the Sublease prior to its expiration, all furniture, fixtures and equipment located at the Premises shall be surrendered to Sublessor except for those items with no further rental obligations as specified in the applicable IER and which items shall be deemed sold to Sublessee for one dollar per item, or Sublessee shall be responsible for the replacement thereof or Sublessee may elect to pay the net present value of the balance of the rental payments due with respect to the item in question as specified in the relevant IER (based on the interest rate specified in Section 9 herein) and in such case Sublessee shall be deemed to own such item. Upon the termination of the Sublease on or after its expiration, all furniture, trade removable fixtures and equipment located at the Premises shall be removed by Sublessee, provided that Sublessee shall be responsible for the cost of repairing any damage caused by such removal.

25. **Assignment**. Notwithstanding anything to the contrary contained in the Master Lease, except as provided for herein and except in connection with the sale of Sublessee, Sublessee shall not be entitled to assign, sublet, transfer, mortgage, pledge, hypothecate or encumber this Sublease, or any part thereof, or any right or privilege pertinent thereto, without the prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Sublessor acknowledges that Sublessee, in connection with Sublessee's business operations, will from time to time permit other physicians to come in

and use the Premises, and in that regard, Sublessor hereby consents to Sublessee permitting other physicians to use the Premises from time to time as may be designated by Sublessee.

26. **Transfers of Sublessor**. Sublessor shall have the right to transfer and assign to an affiliate of Sublessor, in whole or in part, all its rights and obligations hereunder and in the Premises referred to herein, and in such event and upon such transfer, Sublessor shall be released from any further obligations hereunder, and Sublessee agrees to look solely to such successor in interest of Sublessor for the performance of such obligations. Notwithstanding the preceding sentence, Sublessor and any permitted assignee thereto shall not transfer or assign its interest in the Master Lease or this Sublease to a third party (other than an affiliate of Sublessor) and if for any reason Sublessor or its affiliate no longer desires to hold an interest in the Master Lease or this Sublease, or if Sublessor receives an offer to transfer or assign its interest in the Master Lease or this Sublease to a third party (other than an affiliate of Sublessor), then Sublessor shall provide written notice to Sublessee and cause the assignment of the Master Lease to Sublessee for no consideration other than Sublessee's agreement to assume all obligations of Sublessor under the Master Lease that accrue on and after the effective date of such assignment. Sublessor agrees to cause the Landlord Consent to provide for the consent of Landlord to a future assignment of the Master Lease to Sublessee.

27. **Successors and Assigns**. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Sublessor and its successors and assigns, and of the Sublessee, and its successors and assigns in the event this Sublease has been assigned or subleased with the express, written consent of the Sublessor to the extent such consent is required as provided for herein.

28. **Entire Agreement**. This Sublease and the exhibit attached hereto constitute the entire contract between the parties hereto and supersede all prior understandings, if any.

29. **Notices**. All notices which either party is required or may desire to give to the other shall be in writing, and shall be deemed to have been duly given on the date of delivery if delivered in person to the party named below, or three (3) business days after mailing if by certified or registered mail, return receipt requested, postage and postal charges prepaid, addressed as follows:

Sublessor: **Newport Healthcare Center LLC**
1 Hoag Drive
Newport Beach, California 92663
Attention: Director, Real Estate

Sublessee: **Your Neighborhood Urgent Care, LLC**
18231 Irvine Boulevard, Suite 204
Tustin, California 92780
Attention: Robert Amster, M.D. and
Jennifer Kiindarius, COO

Landlord: **Kim Family HB, LLC**
16 Morningstar

Irvine, CA 92603
Attention: Janet Kim

or to such other address(es) or person(s) as may be designated by Sublessor or Sublessee from time to time in accordance with this Section 28.

30. **Relationship**. In the performance of this Sublease, Sublessor and Sublessee are acting only as lessor and lessee, respectively, and not as partners, joint venturers, or employer-employee, respectively.

31. **Severability**. If any term or provision of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

32. **Governing Law**. This Sublease and the rights and obligations of the parties hereto are governed by the laws of the State of California.

33. **Time of Performance**. Except as may be otherwise expressly provided herein, time is of the essence of this Sublease with respect to all required acts of Sublessee.

34. **Recording**. Sublessee may record, and Sublessor and Sublessee agree to first execute, a memorandum of lease reflecting the existence of this Sublease, the term and renewal terms, the exclusive use rights, and any other provisions that are reasonable for a memorandum of sublease. In the event of any conflict between this sublease and any memorandum of sublease, the provisions of this sublease shall control.

35. **Access to Books and Records**. Sublessee shall make this Sublease and Sublessee's books, documents and records available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives as required by law for four (4) years after the termination of this Sublease.

36. **Counterparts**. This Agreement, and any amendment hereto, may be executed by the parties in separate counterparts, and provided that each party shall have originally executed at least one such counterpart, each such executed counterpart, and any photocopies or facsimile copies thereof, shall be deemed an original, but all such counterparts and any such photocopies and facsimile copies, together shall constitute one and the same instrument, even though all of the parties have not originally executed the same counterparts.

37. **Binding Nature**. Subject to the provisions contained in this Sublease regarding assignment, this Sublease shall be binding upon and inure to the benefit of the parties and upon their respective successors.

38. **Additional Documents**. Each of the parties agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Sublease and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Sublease.

IN WITNESS WHEREOF, the parties have executed this Sublease through their duly authorized representatives effective as of the date first written above.

SUBLESSOR:

Newport Healthcare Center LLC, a Delaware limited liability company

By: _____
Print: Sanford Smith
Title: Sr. Vice President

SUBLESSEE:

Your Neighborhood Urgent Care, LLC, a California limited liability company

By: _____
Print: ~~Robert Amster, MD~~ Jennifer Amster [redacted]
Title: ~~Owner~~ COO

EXHIBIT A

MASTER LEASE

See attached.

EXHIBIT B

TERMS AND CONDITIONS OF

TRADEMARK LICENSE

See attached.

TERMS AND CONDITIONS OF TRADEMARK LICENSE

This Memorandum ("Memorandum") is made effective this 6th day of June, 2011, by and between Hoag Memorial Hospital Presbyterian, a California nonprofit, public benefit corporation with its principal place of business at One Hoag Drive, Newport Beach, California 92658 ("Licensor"), Your Neighborhood Urgent Care, LLC, a California limited liability company with its principal place of business at 6876 Katella Avenue, Cypress, California 90630 ("YNUC"), and Hoag Urgent Care – Huntington Harbour, a California professional corporation owned by Robert Amster, M.D. which owns and operates an urgent care center in premises located at 5355 Warner Avenue, Suite 102, Huntington Beach, CA and leased by an affiliate of Licensor to YNUC ("P.C.") (YNUC and P.C. are jointly referred to herein as "Licensees"). Licensor and Licensees may be referred to in this Memorandum individually as a "Party" and together as the "Parties."

A. Licensor is the owner of various trademarks which consist of or include the term HOAG, both in word and design form, including but not limited to the marks set forth in Schedules A and B attached hereto and made a part hereof, the accompanying goodwill associated therewith, as well as copyrights to those designs and any variant designs or derivative works;

B. Concurrently with this Memorandum, Licensor and YNUC have entered into that certain sublease to which this Memorandum is attached (the "Sublease") regarding certain premises located in Orange County, California (the "Premises"), and that certain Line of Credit; and

C. YNUC intends to sub-sublease the Premises to P.C., to enable P.C. to conduct an urgent care center in said Premises.

D. Licensees desire to use the marks listed in Schedules A and B hereto (which hereinafter, along with the accompanying goodwill associated therewith, shall be collectively referred to as the "Property" in this Memorandum) in connection with Licensees' urgent care center business at the Premises, subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing Recitals, mutual promises and covenants in this Memorandum and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Grant:

1.1 Licensor hereby grants Licensees a limited, non-exclusive, non-transferable and revocable license to use only the portion of the Property set forth in Schedule A attached hereto (i) solely as part of the mark and trade name HOAG URGENT CARE CENTER – [practice location] and as part of the corporate name of P.C.; (ii) within the Territory as that term is defined herein, (iii) in connection with a single urgent care center, (iv) limited to providing urgent care and related medical services to patients, and (v) subject to the terms of this Memorandum. The Parties agree that Licensees may use the portion of the Property set forth in Schedule A hereto as the

name of Licensees' urgent care center as well as on P.C.'s company letterhead, business cards, website (subject to Section 7c below) and in advertising and promotional materials. For the avoidance of doubt, this license includes use of the mark in the form shown in Schedule C attached hereto.

1.2 Licensor also hereby grants Licensees a limited, non-exclusive, non-transferable and revocable license to use only the portion of the Property shown in Schedule B attached hereto (i) solely to identify an affiliation between Licensor and Licensees; (ii) within the Territory as that term is defined herein, (iii) in connection with a single urgent care center, (iv) limited to providing urgent care and related medical services to patients, and (v) subject to the terms of this Memorandum. The Parties agree that Licensees may use the design mark shown in Schedule B hereto on P.C.'s company letterhead, business cards and in advertising and promotional materials.

2. Territory: The Territory for purposes of this Memorandum shall mean Orange County, California.

3. Term: The License granted in this Memorandum ("License") is dependent upon a continuing business relationship between Licensor and YNUC as provided in the Sublease. The License shall continue until or unless terminated by the terms of this Memorandum in accordance with paragraph 4 below.

4. Termination:

Licensor may terminate this Memorandum at any time, in whole or in part, (i) if either of the Licensees materially breaches any of its duties or obligations under this Memorandum and fails to cure such breach within thirty (30) calendar days after written notice detailing the breach is provided by Licensor; (ii) if either of the Licensees materially breaches any duty or obligation under this Memorandum which is not capable of being cured within thirty (30) calendar days after written notice detailing the breach is provided by Licensor; (iii) if Licensees commit numerous breaches of their duties or obligations under this Memorandum which in the aggregate are material and fail to cure such numerous breaches within thirty (30) calendar days after written notice is provided by Licensor; or (iv) in its sole discretion at its convenience upon one hundred and eighty (180) calendar days prior written notice detailing the breach from Licensor, or (v) in its sole discretion at its convenience upon one hundred and eighty (180) calendar days prior written notice from Licensor.

4.1 Licensees may terminate this Memorandum in whole or in part, upon one hundred and eighty (180) calendar days prior written notice from Licensees, (i) if Licensor materially breaches any of its duties or obligations under this Memorandum and fails to cure such breach within thirty (30) calendar days after written notice is provided by Licensees; (ii) if Licensor materially breaches any duty or obligation under this Memorandum which is not capable of being cured within thirty (30) calendar days after written notice is provided by Licensees; (iii) if Licensor commits numerous breaches of its duties or obligations under this Memorandum which in the aggregate are material and

fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by Licensees; or (iv) in its sole discretion at its convenience.

4.2 The Parties further agree that termination of either (i) the Sublease Agreement due to an uncured default of Sublessee or (ii) the Letter of Credit due to an uncured default of YNUC thereunder shall terminate the License at the sole discretion of Licensor.

5. Transition Period: Immediately upon termination of the License by either Licensor or Licensees as a result of a breach of the Memorandum by the other Party as defined in paragraphs 4(a)(i), (ii) or (iii) or 4(b)(i), (ii) or (iii) above, or if the License is terminated pursuant to paragraphs 4(c) or 4(d) above, the Parties shall automatically enter into a transition period for up to one hundred twenty (120) days, provided that Licensee shall commence the steps outlined in subsections (a) and (b) below within thirty (30) days of the notice of termination, and shall complete such actions within no more than one hundred twenty (120) days after the notice of termination ("Transition Period"). Should either Licensor or Licensees terminate the License without cause by providing one hundred and eighty (180) days written notice pursuant to paragraph 4(a)(iv) or 4(b)(iv) above, the Transition Period will be one hundred and eighty (180) days, beginning with the day the Party provides written notice and ending on the same day the License is terminated. During the Transition Period, Licensees shall take all reasonable steps necessary to cease all use of the Property and instead transition to use of another mark and trade name with its services which is neither identical or confusingly similar to the Property. To comply with this paragraph, during the Transition Period (a) P.C. shall promptly (i) discontinue use of the Property as part of its trade name, the name of its urgent care center and as part of any trademark or service mark; and (ii) change its corporate name to another name which does not include the term Hoag or any confusingly similar variant thereto by filing an amendment to its Fictitious Name Permit with the Medical Board of California; and (b) Licensees shall at its sole cost promptly (i) discontinue use of the Property in any signage, forms, stationery, business cards, advertising or promotional materials for their urgent care center at the Premises; (ii) cancel all previously placed orders for products, advertisements or promotions which contain the Property, (iii) surrender to Licensor or destroy depictions of the Property and any physical objects bearing or containing the Property; and (iv) provide written notice to Licensor that it has complied with all requirements set forth herein.

6. Quality Control: Licensees agree that any materials which Licensees provide that incorporate the Property shall (i) be of high quality and approved by Licensor, such approval not to be unreasonably withheld; (ii) comply with all federal, state and local laws within the Territory; and (iii) be in strict accordance with Licensor's Corporate Identity Guide, a copy of which has been provided to Licensees and which Licensees hereby acknowledge receipt thereof. Licensees further agree to submit to Licensor, in sufficient time for review and consideration, for Licensor's reasonable approval of all proposed materials which include use of the Property or any proposed variants thereof, including, without limitation, the materials listed in paragraph 1 above prior to any use thereof by Licensees. Licensees must have Licensor's written approval from Licensor's Marketing and Corporate Communications Department, not to be unreasonably withheld or delayed, before use of the Property can be made with any materials authorized by the License. Licensor further retains the right and shall inspect all materials bearing the Property with reasonable notice to Licensees to ensure appropriate quality control. Licensor may conduct

said inspection either by reviewing publicly available documents or images, or by requesting copies of printed or electronic material bearing the Property from Licensees at any time, which shall be promptly provided to Licensor upon request. Licensees agree not to engage in any advertising or promotional efforts which Licensor reasonably determines to be adverse to Licensor's good will or business. In the event that Licensor determines that the Property has been misused by Licensees in violation of the terms of this Memorandum, Licensor shall inform Licensees of such misuse and allow Licensees an opportunity to promptly cure same within a reasonable period of time after such notice, and if not cured, Licensor may at its sole discretion terminate this Memorandum pursuant to paragraph 5 above.

7. Ownership of the Property: Licensor represents and warrants that it is the sole and exclusive owner of all rights and interests, including any and all trademark, copyright and other propriety rights, in and to the Property. Licensor further represents and warrants that use of the Property does not violate, infringe or conflict with the rights of any third party.

7.1 Use of the Property, including all related rights and goodwill, shall inure solely to Licensor's benefit. Licensees shall not acquire rights or any other interest in the Property in any form, including but not limited to the forms shown in Schedule B hereto. Notwithstanding any provisions herein to the contrary, however, Licensor shall not acquire any rights or interest in the business or goodwill of Licensees.

7.2 Licensees shall not challenge, attack, or contest the ownership or validity of Licensor's rights in the Property, or Licensor's respective applications or registrations relating to same.

7.3 Licensees shall not apply for, or be the assignee of, any domain name or trademark owned by Licensor or containing the Property, or which would affect any of Licensor's rights in the Property, or aid or abet anyone else in doing so. Licensees shall not register or otherwise acquire any domain names which include the term HOAG. To the extent that Licensees determine that such domain names are necessary for the operation of the business and services referenced herein, Licensor will make reasonable efforts to register such domains and allow Licensees to post website content through those domains, subject to Licensor's review and approval, which shall not be unreasonably withheld. Upon notice of termination of this Memorandum, Licensees shall by the end of the relevant transition period discontinue all use of such domains and relinquish any control Licensee may have over such domains to Licensor.

7.4 Licensees shall not commit any act or engage in any conduct which adversely affects the Property or any other trademarks, logos, designs or copyright or copyrightable materials of Licensor or its affiliates.

7.5 This Memorandum shall in no way be construed as an assignment to Licensees of any right, title and/or interest in and to the Property.

8. Royalty: The royalty payment for the License shall be included in the Rent under the Sublease, which the Parties agree constitutes the fair market value of the above license.

9. Notices: Licensees shall include appropriate notices of Licensor's trademark and copyright rights to the Property in any and all materials in which Licensees use the Property in accordance with and to the extent expressly provided for in Licensor's Corporate Identity Guide, as amended from time to time and provided to Licensees.

10. Protection of the Property: Licensor shall be responsible for all expenses and costs related to the protection and registration of the Property. Licensees shall promptly inform Licensor's Marketing and Corporate Communications Department at the address indicated in the notice section herein of any possible infringements, claims or actions pertaining to the Property by any third parties of which it has knowledge or becomes aware, and shall reasonably cooperate with Licensor as provided herein. Licensor shall take any action as it deems necessary or appropriate, in its reasonable judgment, in respect of any possible infringements, claims or actions pertaining to the Property by any third parties. If Licensor does initiate legal proceedings on account of any such infringement claim or action, Licensees agree to reasonably cooperate with and assist Licensor, at Licensor's expense, to the extent reasonably necessary to protect the Property, including without limitation, being joined as a necessary or desirable party to such proceedings, appearing for depositions, meeting with counsel for Licensees, and providing reasonable access to its files relating to the subject matter of the litigation claim or action, and provided that if either of the Licensees is joined as a party to any such action, that Licensor shall provide and pay for legal counsel for Licensees to the extent necessary.

11. Indemnification:

11.1 Licensor will indemnify, and hold harmless Licensees from and against, any and all claims, damages, litigation, judgments, costs and expenses, including, without limitation, reasonable attorneys fees and costs, arising out of a breach of any of Licensor's obligations under this Memorandum, including Licensor's representations and warranties in Section 7 in connection with Licensees' use of the Property pursuant to the License; provided that Licensees shall promptly notify Licensor in writing upon Licensees' acquiring knowledge of any such claim or suit.

11.2 Licensees will indemnify, and hold harmless Licensor from and against, any and all claims, damages, litigation, judgments, costs and expenses, including, without limitation, reasonable attorneys fees and costs, arising out of a breach of any of Licensees' obligations under this Memorandum,; provided that Licensor shall promptly notify Licensees in writing upon Licensor's acquiring knowledge of any such claim or suit.

12. Miscellaneous:

12.1 Notices. Any notice to be given by any party hereto to the other party in connection with this Memorandum shall be given in writing and shall be transmitted either (i) in person; (ii) by overnight courier or registered mail, postage prepaid, addressed to the receiving Party at the address set forth below, or at such other address of which the sending Party shall have been previously apprised in writing; (iii) by facsimile addressed to such address; or (iv) by e-mail to an e-mail address designated by each Party. The effective date of any notice shall be the date on which it is actually received

by the addressee, except for facsimile notices which shall be effective on the date on which such facsimile is sent provided the sending Party receives a confirmation that the facsimile has been received on that date.

(i) If to Licensor:

Hoag Memorial Hospital Presbyterian
One Hoag Drive, PO Box 6100
Newport Beach, California 92658-6100
Attention: Chief Executive Officer and
Chief Financial Officer

(ii) If to Licensees:
Your Neighborhood Urgent Care
18231 Irvine Blvd., Suite 204
Tustin, CA 92780
Attention: Robert Amster, M.D. and Jennifer Kiindarius, COO

12.2 This Memorandum, including attached Schedules contains the entire agreement of the parties with respect to the Property, and any and all prior agreements relating to the Property are superseded in their entirety. This Memorandum may be amended only by a writing signed by Licensor and Licensees.

12.3 In any action to enforce the terms of this agreement, the prevailing party shall be entitled to payment by the other party of its reasonable attorneys' fees and costs in connection with such action.

IN WITNESS WHEREOF, the parties have executed this Memorandum by their authorized officers.

Hoag Memorial Hospital Presbyterian

By: _____
[Name]

SR. VICE PRESIDENT
[Title]

Your Neighborhood Urgent Care, LLC

By: Robert C Amster
[Name]

President
[Title]

Hoag Urgent Care - Huntington Harbour, Inc

By: Robert C Amster MD
[Name]

President

[Title]

SCHEDULE A

Licensed Property

HOAG Trademark, as shown in U.S. Trademark Reg. No. 1,977,913

SCHEDULE B

[INSERT HOAG DESIGN MARK(S)]

EXHIBIT C

INDIVIDUAL EQUIPMENT RECORD FORM

See attached.

INDIVIDUAL EQUIPMENT RECORD FORM

Description of Equipment:_____

_____

Serial Number of Equipment (if applicable) :_____

Monthly Rental installment Amount*	Monthly Rental Amount	Payoff
1	$_____	$_____
2	$_____	$_____
3	$_____	$_____
4 $_____	$_____	
etc.	etc.	etc.

*as described in Section 9 and 24 of the attached Sublease: the payoff amount is the net present value of the remaining Monthly Rental Amounts due under this IER as specified above determined by discounting such remaining payments at a discount rate equal to _____% as specified in Section 9 of the attached Sublease..

EXHIBIT D

OPERATING STANDARDS

See attached.

HOAG URGENT CARE NETWORK OPERATING STANDARDS

Site Standards:

Monday through Friday 8am-8pm

Saturday, Sunday 9am-5pm

No appointment necessary

Physician on-site at all times

ACLS Certified, Board Certified physicians

BCLS/Heartsaver Certified staff

Services Offered:

Adult and Pediatric Surgical/Trauma Services

- Laceration Repair
- Fracture Management
- Incision and Draining of Abscesses
- Skin Lesion Removal
- Minor Burn Management

Medical Illness Management (Diagnosis and Treatment)

Employment/Sports/Camp/School Physicals

IV Hydration

Work Injury Management

On-Site Pharmacy with narcotic dispensing tracking system

Injectables Management

On-site Laboratory/ X-Ray Services:

Digital X – Rays performed by licensed Limited X-Ray techs, some of whom may have skull certification. All can perform spinal x-rays.

Urinalysis

Drug Screening Collections performed in secure bathroom

Hemoglobin Testing

Strep, Mononucleosis, Influenza Tests

Draw Station

Blood glucose

On-site Equipment:

Digital X-Ray. All x-rays are over-read within 24-48 hours by a board certified radiologist

EKG performed via a self interpreting machine

Slit Lamp, Schiotz tonometer

Audiometer

AED

ACLS Crash Cart

Quality and Service Indicators:

Wait times until seen by Physician

Overall patient experience

Patient Departures prior to being seen

Revisits with same diagnosis related to first visit within 1 week

Number of missed x-ray/lab diagnoses

Results of labs and X-Rays tracking

Physician call backs to patients within same day

Submission of discharge sheet and follow-up instructions

All medical charts will be sent to PMD of record if known

Electronic Medical Record Capability:

EMR system should be capable of integrating with HOAG Health Information Exchange (HIE) system. Requires HL-7 interface capability.

Practice Management System:

PM system should bill electronically and receive electronic remittances. EMR and PM systems should be integrated together.

EXHIBIT C

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is made and entered into as of the 3rd day of December, 2010, by and between **Newport Healthcare Center LLC**, a Delaware limited liability company ("Sublessor") and **Your Neighborhood Urgent Care, LLC**, a California limited liability company ("Sublessee").

RECITALS

A. Sublessor leases certain office space in the Costco Center – Tustin Ranch, located at 2560 Bryan Avenue, Tustin, California (the "Premises"), pursuant to the Lease dated for reference purposes only August 9, 2010 but signed December 3, 2011, by and between Next Gen Property Investments LLC ("Landlord"), and Newport Health Care Center LLC as Lessee; ("the Master Lease"). A copy of the Master Lease is attached to this Sublease as Exhibit "A", which is incorporated by this reference.

B. Sublessor desires to sublease the Premises to Sublessee, including all leasehold improvements and trade fixtures located in the Premises, and Sublessee desires to sublease the Premises from Sublessor pursuant to the terms and conditions contained in this Sublease.

C. Sublessee intends to concurrently herewith sublease the Premises to a California professional corporation that will own and operate an urgent care center at the Premises ("P.C. Subtenant"), as evidenced by a sublease between Sublessee and PC Subtenant to be executed concurrently herewith (the "PC Sublease").

D. Sublessor shall concurrently with the execution of the Master Lease cause the Landlord to execute a consent to this Sublease and a consent to the PC Sublease in a form acceptable to Sublessee and Sublessor (the "Landlord Consent") and in accordance with the provisions herein.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Creation of Sublease**. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor the Premises. Sublessee shall use and occupy the Premises in accordance with the terms and conditions contained in this Sublease.

2. **Acceptance of Premises**. The commencement of the use and occupancy of the Premises by Sublessee shall conclusively constitute an agreement by Sublessee that the Premises is acceptable to the extent that Sublessor accepts the Premises under the provisions of the Master Lease.

3. **Term**. The term of this Sublease shall commence on December 3. 2010 (the "Commencement Date"), and shall continue thereafter until the expiration of the term (or extended term) of the Master Lease on April 30, 2021. If Sublessor extends the term of the Master Lease beyond April 30, 2021, (the Master Lease contains two (2) five (5) year renewal

option), or if Sublessee elects to extend the term of the Master Lease as provided for herein then Sublessee shall have the right to extend this Sublease for a like period of time, except that this Sublease term shall be extended by the time period that Sublessee extends the Master Lease. In no event shall the term of this Sublease extend beyond the end of the term of the Master Lease, plus renewal terms to the extent exercised. In addition, this Sublease shall immediately terminate effective as of the expiration without renewal or the earlier termination of the Master Lease. If for any reason Sublessor does not timely renew the Master Lease with respect to any available option to extend in accordance with the provisions of the Master Lease and provide a copy of such written notice to Sublessee at the time the notice to renew is sent to Landlord and provided Sublessee is not then in default herein, Sublessee may extend the term of the Master Lease on behalf of the Sublessor in accordance with the provisions of the Master Lease, and Sublessor will not send contrary instructions to Landlord. Sublessor agrees as follows and agrees to incorporate these provisions in the Landlord Consent: (a) Sublessor agrees to exercise its option under the Master Lease to renew or extend the term of the Master Lease within five days of written request by Sublessee; (b) not to extend the term of the Master Lease or any further extensions without the prior written approval of Sublessee in the Sublessee's sole discretion; (c) to cause the Landlord to agree under the provisions of the Landlord Consent to permit Sublessee to exercise the options to renew under the Master Lease notwithstanding any contrary instructions from Sublessor and to also provide in such Landlord Consent that a copy of all notices sent by any party under the Master Lease shall also be sent to Sublessee at the address specified herein.

4. **Rent**.

4.1 **Monthly Base Rent - Premises**. Sublessee shall pay to Sublessor, as monthly base rent for the Premises, without deduction, offset, prior notice or demand (except as expressly otherwise provided in this Sublease), an amount equal to Three Dollars ($3.00) per square foot per month, or Nine Thousand Nine Hundred Dollars ($9,900.00) per month ("Monthly Base Rent"). Monthly Base Rent is based upon a valuation by a qualified appraiser (paid for solely by Sublessor), including an opinion as to fair market value of the rental of the Premises, taking into account the per month rental under the Master Lease and the costs incurred by Sublessor to build out the Premises. Rent shall be due on or before the first (1st) day of each month during the term of this Sublease, commencing on the first (1st) day of the fourth (4th) month of the term of this Sublease. Rent for any period during the term of this Sublease which is for less than one (1) month shall be a prorated based upon a thirty (30) day month. Rent shall be paid to Sublessor at its address for notice or to such other person or address as Sublessor will from time to time designate in writing. Sublessee agrees to pay Sublessor a late charge of five percent (5%) of the amount of rent which is not paid within five (5) days of that rent's due date. Notwithstanding any provisions herein to the contrary, the Monthly Base Rent and all other Additional Rent shall be abated to the extent and on a dollar for dollar basis that such rents are abated for any reason under the Master Lease, excluding any free rent at the inception of the Master Lease, but including, without limitation, any rents that are subject to abatement or offset due to interruption of services, or with respect to early possession, casualty or condemnation events or otherwise, as expressly provided for in the Master Lease. Sublessor shall offset as credit against future rents owed herein any monies received from Landlord that relate to rents or Additional Rent under the Master Lease.

4.2 **Base Rent Adjustments**. In accordance with the Master Lease, the portion of the Monthly Base Rent that is defined as the "Monthly Base Rent" under the Master Lease shall be increased on the same percentage basis and on the same date that such rent is increased for any reason under the Master Lease.

4.3 **Additional Rent**.

4.3.1 Master Lease Amounts. In addition to the Monthly Base Rent, throughout the term of this Sublease, Sublessee shall also be responsible for payment of any other sums due and payable by Sublessor under the Master Lease (which amounts, if any, are referred to in this Sublease as "Additional Rent"). All such Additional Rent shall be due and payable within ten (10) days after notice from Sublessor that the Additional Rent is due, provided Sublessor also sends with such notice any written documentation it receives from the Landlord with respect to such Additional Rent. The term "Rent" as used in this Sublease shall mean the Monthly Base Rent and all Additional Rent.

4.3.2 Master Lease Common Area Expenses. The parties agree that the Monthly Base Rent payable under this Sublease shall be on a "triple net lease" basis, and therefore, in addition to the Monthly Base Rent described in Section 4.1 above, to the extent expressly provided for in the Master Lease, Sublessee shall be responsible commencing as of the date of possession of the Premises by Sublessor under the Master Lease, for its pro rata share of all common area (interior and exterior) maintenance charges, operating costs and any and all other building expenses that are passed through from, or charged by, the Landlord to Sublessor pursuant to the Master Lease. In addition, to the extent expressly provided for in the Master Lease, Sublessee shall be solely responsible for all operating and maintenance costs associated with maintaining the Premises, including without limitation commercial general public liability insurance covering the Premises, professional liability insurance covering the professional services rendered in the Premises, fire and extended insurance coverage, utility costs and expenses at the Premises, including all water, electricity, gas, heat and telephone charges, ordinary repairs, utilities, janitorial and waste removal services, and any personal property taxes and assessments charged on the use or occupancy of the Premises. By way of clarification, Sublessee shall not be responsible for any of the items listed or described in this Section 4.3.2 if not payable by Sublessor under the express provisions of the Master Lease.

4.3.3 Lease of Leased Assets. In addition to the Monthly Base Rent, throughout the term of this Sublease, Sublessee shall also pay to Sublessor any monthly amounts due for the total monthly rent reflected in the IERs for the Leased Assets (as both terms are defined in Section 7 below), and, as provided for herein or in the IER described herein, such amounts may be reduced to zero on or before the end of the initial term of the Sublease. The amounts are based upon an installment sale of certain of the Leased Assets as described in Section 9 below.

4.3.4 Trademark License. In addition to the Monthly Base Rent, throughout the term of this Sublease during the term of the Trademark License attached hereto as Exhibit B, Sublessee shall also pay to Sublessor a royalty equal to one percent (1 %) of the Net Patient Revenue from the Premises (as hereinafter defined), payable quarterly on or before the last day of each month following the end of each calendar quarter (e.g., for the calendar quarter

ending December 31, payable on the last day of January). For purposes of this Agreement, "Net Patient Revenue" means the total revenue received by P.C. Subtenant (as defined here) in consideration of services provided by P.C. Subtenant to patients of P.C. Subtenant, net of contractual allowances and adjustments.

5. **Master Lease**.

5.1 **Subject to the Master Lease.** Prior to the occupancy of the Premises, Sublessee shall first familiarize itself with all of the terms and conditions contained in the Master Lease. This Sublease is subordinate to the Master Lease and is subject to all of the terms and conditions of the Master Lease.

5.2 **Incorporated Provisions of the Master Lease**. Except for the payment of rent, additional rent or any other amounts under the Master Lease directly to Landlord, all of the provisions of the Master Lease are hereby incorporated into this Sublease by this reference. In this regard, any rights that Landlord may have against Sublessor pursuant to the Master Lease, Sublessor shall hereby have equivalent rights against Sublessee pursuant to this Sublease, and any rights which Sublessor may have against Landlord under the Master Lease, Sublessee shall have equivalent rights against Sublessor. Should an express provision of this Sublease conflict with the Master Lease, then the express provision of this Sublease shall govern as between Sublessor and Sublessee. Sublessee may exercise any rights against Landlord under the Master Lease in the name of the Sublessor to the extent Sublessor fails to timely exercise any rights under the Master Lease, or if Sublessor fails to exercise any rights of Sublessor under the Master Lease promptly upon written notice from Sublessee, and Sublessor agrees to reasonably cooperate with Sublessee in connection with all such actions by Sublessee, including, without limitation, the execution of any agreement or consent that is reasonably necessary in order for Sublessee to exercise Sublessor's rights under the Master Lease, and further, Sublessor hereby grants a limited power of appointment coupled with an interest to Sublessee to exercise such rights of Sublessor under the Master Lease provided Sublessee is not then in default hereunder. Reference to default of Sublessee under this Agreement means that Sublessee has breached its obligations herein and such breach was not cured within the cure period provided for herein or in the Master Lease as applicable. Such rights that Sublessee may exercise under the Master Lease, include, without limitation, the right to seek indemnification from Landlord, contest any pass through expenses and to conduct audits of such costs. Sublessee shall pay for the costs incurred to exercise such rights of Sublessor provided that Sublessee shall retain all benefits arising out of such exercise of rights such as any refunds of overcharges for pass through of common area operating costs.

5.3 **No Breach of Master Lease; Indemnification.** While this Sublease is in effect, Sublessee shall not do anything on or about the Premises which would constitute a breach of the Master Lease, and Sublessee hereby indemnifies Sublessor for any and all costs and expenses, including, without limitation, reasonable attorney fees, incurred by Sublessor against Landlord for any action or activity of Sublessee (or Sublessee's employees, agents or invitees) which would constitute a breach of the Master Lease. In the event that Sublessee holds over its occupation of the Premises after the termination of the Master Lease, Sublessee shall be solely responsible for all obligations under the Master Lease, and Sublessee hereby indemnifies

Sublessor for any and all costs and expenses, including, without limitation, reasonable attorney fees, incurred by Sublessor for Sublessee's holding over its occupancy of the Premises.

5.4 **Excluded Provisions of the Master Lease**. Notwithstanding Sections 5.1 through 5.3 above, the following provisions of the Master Lease are excluded from this Sublease: Sections 1.5 and 1.13.

5.5 **Right to Cure Defaults**. In the event that Sublessee receives notice of a default under the Master Lease, not caused by any default by Sublessee under this Sublease, and provided that Sublessee is not then in default under this Sublease, then Sublessee will have the right, but not the obligation, to cure the default under the Master Lease. Sublessee's right to cure includes the right to pay rent and other amounts due under the Master Lease directly to Landlord, on Sublessor's behalf, and to offset the amounts so paid to Landlord against future rent due and payable under this Sublease, or, assuming no monies are then owed to Sublessor by Sublessee herein, to demand immediate payment from Sublessor if the amount paid by Sublessee exceeds one month of Monthly Base Rent herein. Sublessor shall cause the Landlord Consent to include the right of Sublessee to cure any defaults under the Master Lease after five days written notice from Landlord and to require Landlord to give copies of all notices under the Master Lease to Sublessee at the time that notices are given or required to be given to Sublessor, and that notice to Sublessor shall not be effective unless such notice is also given to Sublessee.

6. **Exclusive and Permitted Use of Premises**. During the term of this Sublease, Sublessee shall have the exclusive right to use of the Premises as an urgent care center or as otherwise consented to by Sublessor and permitted under the Master Lease. Except as otherwise set forth in this Sublease, and only to the extent of Sublessor's obligations under the Master Lease, Sublessee shall maintain, repair and keep in good condition the Premises, including without limitation any and all leasehold improvements and fixtures contained therein. In addition, Sublessee may not conduct any use that would cause Sublessor to be in violation of any term or condition of the Master Lease.

7. **Maintenance and Repair.** Sublessee, at Sublessee's sole cost and expense, shall keep the Premises, and the "Leased Assets" which shall include all fixtures, trade equipment, trade fixtures, furniture, and other personal property leased to Sublessee pursuant to this Sublease in good condition and repair and in compliance with all applicable laws. Each item ("Item") of Leased Assets is listed on a separate Individual Equipment Record attached hereto as Exhibit C (each an "Individual Equipment Record" or "IER") and the rents due (which are part of the Monthly Base Rent) with respect to such Item are specified therein. Sublessor shall not be responsible to make any repairs or maintenance to the Premises or the Leased Assets. Sublessee shall be responsible for any replacements due to failure, unless damage or such failure is caused by the act, omission, or active negligence, of Sublessor and/or its agents, employees. The Premises shall at all times be kept clean, safe and sanitary and, to the extent of Sublessor's obligations under the Master Lease, in good order, condition, replacement and repair by Sublessee.

8. **Trademark and License.** During the term of this Sublease, Sublessee and its P.C. Subtenant shall have a limited, non-exclusive, non-transferable and revocable license to use name "Hoag" in connection with the conduct of the urgent care center business on the Premises,

subject to the terms and conditions of the Trademark and License by and among Sublessor, Sublessee and P.C. Subtenant, in the form attached hereto as Schedule C.

9. **Lease of Leased Assets** Sublessor hereby leases to Sublessee the Leased Assets that Sublessor will purchase on behalf of Sublessee, as listed on the attached "Exhibit C". Sublessor hereby specifically reserves in itself the legal title to the Leased Assets at all times until Sublessee has made final payment during the initial Term of this Sublease with respect to rents due under the IER for the Item in question. Sublessee shall not remove the Leased Assets from the Premises without the prior written consent of Sublessor, or until such time as the Item is purchased by Sublessee as provided for herein or is replaced. Sublessor will amortize the Leased Assets inclusive of an annual interest rate equal to six percent (6) % per annum over the initial Term of the Sublease. Upon the earlier of the end of the Initial Term or when all rents owed under the IER for the Item in question is paid for by Sublessee as provided for in the IER, then Sublessor shall sell the Item in question to Sublessee for one dollar ($1.00) and Sublessor shall assign all rights, title and interest in such Item to Sublessee on a lien free basis and shall warrant at that time that such asset is owned solely by Sublessor and is not subject to any liens, claims or encumbrances caused by or consented to by Sublessor and such Item shall no longer be subject to any rental or other obligations herein. At any time, Sublessee may elect to pay off early the balance then due under an IER with respect to an Item based on the payoff amount listed in the IER for such Item (such Item, a "Purchased Item"). Such payoff amount, however, shall be discounted to the then net present value (as described in Section 24 herein) based on the time period remaining for the full payoff of such Item utilizing the interest rate specified above in this paragraph. Reference to Leased Assets in this Sublease excludes Purchased Items.

10. **Condition of Leased Assets**:

10.1.1 **Condition Upon Delivery**. Sublessee agrees that prior to accepting delivery of the Leased Assets, Sublessee shall fully inspect the Leased Assets to ensure that the Leased Assets are suitable for use by Sublessee. Sublessee acknowledges and agrees that the Leased Assets are being provided to Sublessee in their present but new condition, "as-is", with all faults, whether known or unknown. Sublessor hereby warrants and represents that it solely owns the Leased Assets and that such Leased Assets are not subject to any liens, claims or encumbrances. EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS MADE BY SUBLESSOR HEREIN, SUBLESSOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LEASED ASSETS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED. SUBLESSEE ASSUMES ALL RISK AND LIABILITY THAT MAY RESULT FROM THE USE OF THE LEASED ASSETS. However, to the extent Sublessor has rights under warranties relating to the Leased Assets provided by the manufacturer(s) and sellers thereof, Sublessor shall exercise such rights as appropriate in the event of any defect or other failure or problem with the Leased Assets or assign such rights to Sublessee if assignable.

10.1.2 **Condition Upon Return**. Upon the termination prior to expiration of this Sublease, Sublessee agrees that the Leased Assets (together with all accessories) shall be returned to Sublessor, in the same condition that the Leased Assets and accessories were in when

provided to Sublessee, ordinary wear and tear excluded, and except for fixtures that are damaged and that Sublessor is not required to repair under the provisions of the Master Lease (the "Original Condition"). If the Leased Assets and accessories are not returned to Sublessor in their Original Condition, Sublessee shall be responsible, and shall promptly pay Sublessor, for the remaining unamortized value of any Leased Assets (based on its then net present value as described in the IER for the Item in question) that cannot be returned in the Original Condition, or Sublessee may elect to repair such Leased Asset to cause it to be put back to the Original Condition.

10.1.3 **No Liens or Encumbrances**. Sublessee agrees to maintain the Leased Assets free and clear of any attachment, levy, lien or encumbrance, other than any rights granted to Landlord under the Master Lease, shall promptly notify Sublessor of any such attachment, levy, lien or encumbrance, and agrees to indemnify Sublessor for any loss caused thereby.

10.2 **Use, Risk of Loss**. Sublessee shall use the Leased Assets solely in accordance with manufacturers' specifications and instructions. Sublessee shall use the Leased Assets in a proper manner and shall comply with and conform to all federal, state, municipal, and other laws, ordinances, policies and regulations in any way relating to the possession, use, operation and maintenance of the Leased Assets. Sublessee hereby assumes the risk of loss and damage to the Leased Assets.

10.3 **Repair and Service; Replacements and Upgrades**. In the event that any of the Leased Assets requires repairs or service, except to the extent of Landlord's obligations with respect to fixtures as provided for in the Master Lease, Sublessee agrees to repair or service the Leased Assets at no cost to Sublessor. Except to the extent of Landlord's obligations under the Master Lease with respect to fixtures, any replacements or upgrades to the Leased Assets shall be furnished by Sublessee at no cost to Sublessor.

10.4 **Limitation of Remedies**. Sublessor shall not be liable to Sublessee for any interruption in Sublessee's use of the Leased Assets. In no event shall Sublessor be liable for any special, consequential or incidental damages, including without limitation, loss of profits, resulting to Sublessee by reason of any interruption or cessation of production or otherwise, or for any cause whatsoever, including without limitation the negligence of Sublessor or its agents or employees. Sublessee agrees that its sole remedy for any valid claim of Sublessee with respect to the above shall be limited to the refund of any rental theretofore paid to Sublessor.

10.5 **Inspection by Sublessor**. Sublessor shall have the right to inspect the Leased Assets subject to this Agreement at all reasonable times upon two business days prior written notice for reasonable business purposes and subject to not interfering with the patients or business of Sublessee.

10.6 **Alterations by Sublessee**. Sublessee may not make any changes, additions, alterations, improvements or additions to the Leased Assets without Sublessor's prior written consent, which Sublessor may give or withhold in its sole discretion.

10.7 **Personal Property Taxes.** Sublessor shall be responsible for all personal property taxes levied against the Leased Assets, and any furniture or fixtures at the Premises.

11. **Telephone and Data Systems; Security.** Sublessee shall be responsible to provide telephones, telephone systems, hardware and software for telephones and data systems, data and other electronic security systems, and shall be responsible for all costs of repairs and replacements thereto.

12. **Condition of the Subleased Premises**. Sublessor shall deliver possession of the Premises to Sublessee upon the earlier of (a) substantial completion of the tenant improvements mutually agreed upon between Sublessor and Sublessee, and (b) occupancy by Sublessee. Subject to that requirement, Sublessee will accept the Subleased Premises in the condition specified in the Master Lease and subject to such other related provisions as provided for in the Master Lease such as the obligations of Landlord to complete certain tenant improvements and warranties provided by Landlord. If completion of the tenant improvements and possession of the Premises by Sublessee has not occurred within one hundred eighty (180) days of the date of this Sublease, this Sublease shall terminate unless other agreements are reached between Sublessor and Sublessee.

13. **Building Hours and Access; Office Hours of Urgent Care Center**. During the term of this Sublease, Sublessee shall have access to the Building twenty-four (24) hours per day, seven (7) days per week. Throughout said term, Sublessee shall arrange for the conduct of the practice of an urgent care center in the Premises in accordance with the hours as specified in the Operating Standards in Exhibit D.

14. **Operating Standards for the Urgent Care Center.**

14.1 The operating standards for the Urgent Care Center operated at the Premises shall be as set forth in Exhibit D attached hereto and incorporated herein by reference, as such Exhibit may be amended from to time my mutual agreement of the parties.

14.2 Sublessee covenants that each physician who practices medicine at the Urgent Care Center 80 or more hours per month is: (a) duly licensed to practice his/her profession in the State of California, and (b) Board certified or a member of the active medical staff of Hoag Memorial Hospital Presbyterian in full compliance with all of its bylaws, policies, rules and regulations. A breach of this Section 14.2 shall be considered a material breach of this Sublease.

15. **Tenant Improvements**. Except as provided by the Landlord as specified in the Master Lease, Sublessor shall provide or pay for all tenant improvements and fixtures that will become permanent improvements to the Premises, including painting, flooring and ceiling tiles, and for trade fixtures or removable fixtures, furnishings or equipment, as required for the conduct of an urgent care center, as determined by mutual agreement of Sublessor and Sublessee. Sublessor shall submit to Sublessee satisfactory evidence of the expenditures, including copies of invoices. All tenant improvements shall be installed free and clear of any liens or encumbrances.

16. **Insurance**. During the term of this Sublease, Sublessee shall maintain the insurance coverage required by this Section. Each of the policies shall be issued by a corporate

insurer licensed to do business in the State of California, with a current A.M. Best's Rating of A-VII or better. All liability policies shall be written on a "claims made" basis unless such coverage is not available. Each policy shall contain an endorsement requiring written notice to Sublessor within thirty (30) days prior to expiration or termination. Prior to the earlier of any entry onto the Subleased Premises by Sublessee or the Commencement Date, Sublessee shall deliver to Sublessor and Landlord copies of a standard ACORD insurance certificate evidencing the required insurance coverage.

16.1 **Liability Insurance**. Sublessee shall maintain general public liability insurance with combined single limit coverage for personal injury and property damage of at least $3,000,000. Sublessor and Landlord shall be named as additional insureds on this insurance policy.

16.2 **Medical Malpractice Insurance**. Sublessee or its P.C. Subtenant shall maintain a policy of medical malpractice insurance to afford protection of not less than $1,000,000 per occurrence with $3,000,000 aggregate limits of liability for medical malpractice and shall provide Sublessor with written evidence of such coverage in effect.

16.3 **Casualty Insurance**. Only if expressly required to be maintained by Sublessor under the Master Lease, Sublessee shall maintain casualty insurance on the Premises on an all-risk basis, in an amount equal to the replacement cost of the tenant improvements. The insurance policy shall contain waiver of subrogation provisions; provided however, that this waiver shall not apply if the policy of such insurance would be invalidated by the operation of such waiver.

16.4 **Indemnification by Sublessee**. Sublessee agrees to indemnify, defend and save Sublessor and Landlord harmless from all claims (including reasonable costs and expenses of defending against such claims) resulting from (a) any breach by Sublessee of its obligations under this Sublease, or under the Master Lease to the extent of Sublessor's obligations to indemnify Landlord under the Master, Lease; (b) property damage, personal injury or death occurring in or about the Premises during the term of this Sublease, if such damage, injury or death results wholly or in part from the negligent, reckless or willful act or omission of Sublessee or its officers, agents, employees, contractors, subcontractors, customers or invitees. Provided, however, that the foregoing indemnity shall not apply to the extent such claims result from the negligent or willful act or omission of Landlord or Sublessor or Landlord's or Sublessor's officers, agents, employees, contractors or subcontractors.

17. **Use Of The Subleased Premises**.

17.1 **General Obligation To Comply With Laws**. Sublessee and its P.C. Subtenant shall promptly, and at all times, at its sole cost and expense observe and comply with all laws, statutes, ordinances, rules, regulations, and orders of any duly constituted governmental authority which are now in effect or are hereafter passed, adopted, or promulgated with reference to or which affect the use and, to the extent of Sublessor's obligations under the Master, Lease, maintenance of the Premises, or the medical practice being carried on in the Premises. Sublessee and its P.C. Subtenant shall not perform any acts or carry on any practices, or permit the same to be performed or carried on by any other party or permitted user of the Subleased Premises,

which may injure or be a nuisance or menace to the Premises or the Building or to any adjacent property owner.

17.2 **Storage And Disposal Of Trash**. Sublessee shall at all times keep the Building, the walkways serving the Building and the Premises and service area, and all other parts of the Building and the Premises clean and free from all medical waste rubbish, trash, and dirt generated by Sublessee or the P.C., at all times, except for storage and removal as permitted herein or in the Master Lease. Sublessee shall store or cause to be stored all waste inside the Building or in trash containment areas around the Building. Sublessee shall, at its sole cost and expense, arrange for the regular pickup of all medical waste, and to the extent provided for in the Master Lease, rubbish, trash, garbage, and other litter. Sublessee shall properly store, treat, transport and dispose of all medical waste generated by its activities on the Premises, in the manner required by all applicable federal and state laws, including, without limitation, the California Medical Waste Management Act.

17.3 **Indemnification by Sublessee.** If a claim that the use of the Premises as an urgent care center constitutes violation of conditions, covenants and restrictions relating to the Premises occurs, and if the Master Lease is subsequently terminated by Sublessor or Sublessee as provided for and as such terms are defined in paragraph 60 of the Master Lease, Robert Amster, MD. agrees to then pay Sublessor, the amount ("Balance") equal to (i) the TI Costs (as defined below) less (ii) the aggregate TI Rentals paid to Sublessor herein. The Balance shall be payable within ninety (90) days after receipt of written demand by Sublessor accompanied by a calculation of the Balance and provided that the Master Lease and the Sublease are terminated. TI Costs means: The total cost of tenant improvements installed at the Premises by Sublessor prior to Sublessee opening for business (but excluding the costs for Leased Assets such as equipment and trade fixtures) and which total costs shall not exceed $407,224.00 unless approved by Sublessee. TI Rentals means that portion of the base rent payable under this Sublease in the amount equal to $1,485.00 per month.

For example, if the monthly TI Rental is $.47 per foot per month, and assuming 3300 square feet for the Premises, and assuming the Master Lease was terminated after 10 months, and assuming the TI Costs was $250,000, then the Balance would equal: $250,000 less $15510 (i.e. 3300 x 47cents x 10 months) = $234,490.

If the Master Lease is terminated as provided for in Section 60 of the Master Lease, then Sublessee may terminate the Sublease effective as of the effective date of termination the Master Lease and Sublessee and any guarantors of the Sublease shall have no further obligations under the Sublease except for the payment of the Balance and any rents and other claims that accrued under the Sublease prior to the effective date of termination of the Sublease.

18. **Estoppel Certificates**. Either party shall, at any time and from time to time, within ten (10) days after written request from the other party, execute, acknowledge and deliver to such other party a statement in writing, in a form provided by the first party, certifying that the Sublease of the Premises is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Sublease, as so modified, is in full force and effect), and acknowledging that there are no known, uncured defaults on the part of Sublessor or

Sublessee under this Sublease, or Sublessor or Landlord under the Master Lease, and that there are no known events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Sublessor or Sublessee under this Sublease, or Sublessor or Landlord under the Master Lease, or specifying such known defaults, events or conditions, if any are claimed. It is expressly understood that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises. Failure of either party to deliver such statement within such time and continued failure after a further ten (10) days written notice shall, at the option of the other party, constitute a default under this Sublease and, in any event, shall be conclusive against such party that the Sublease is in fact in full force and effect without modification, except as any such modification may be represented by the other party in any certificate prepared by the other party and delivered to the first party for execution pursuant to this Section 18.

19. **Right of Entry**. Sublessor and its agents or employees may enter upon the Premises at reasonable times upon two days prior written notice to inspect the Premises or for any other reasonable purpose. Sublessor shall coordinate any such inspections with Sublessee so as to minimize the inconvenience to Sublessee, and Sublessor shall not exercise its right of entry in a manner or at a time which interferes with or disrupts Sublessee's use of the Premises, or interferes with any patient's rights or privacy.

20. **Interruption of Services**. Under no circumstances shall Sublessor be liable to Sublessee, for consequential damages or otherwise, for any failure or interruption of any utility or building service at or upon the Premises, provided, however, that Sublessee may assert claims against the Landlord through Sublessor to the extent provided for in the Master Lease regarding such failure or interruption and Sublessor agrees to promptly cooperate regarding such claims. Sublessor shall not be liable for injury to Sublessee's business or for any loss of income therefrom or for damage to the goods, wares or other property of Sublessee caused by any such failure or interruption. Notwithstanding any waiver of claims or rights against Sublessor, Sublessee shall have the right, at its sole expense, to assert claims against Landlord on behalf of Sublessor to the extent of any breach or default by Landlord under the Master Lease and all damages and remedies paid or collected by Sublessee resulting therefrom shall belong solely to Sublessee.

21. **Damage to Premises**. Sublessee shall give prompt written notice to Sublessor in the event of any damage to the leasehold improvements or fixtures that occurs in the Premises. Upon such notice, Sublessor or Landlord, as appropriate, shall promptly repair and restore the leasehold improvements or fixtures so damaged to a condition that is as close as is reasonably possible to the value, condition and character of such leasehold improvements or fixtures immediately prior to such damage pursuant to the terms of the Master Lease. Except for damage to the Premises resulting from a willful, intentional or negligent act of Sublessee, its guests or invitees, payment of the costs and expenses of any such repair and restoration shall be the responsibility of Landlord, as provided for in the Master Lease. If the payment of rent by Sublessor is suspended under the Master Lease, then the payment of rent by Sublessee under this Sublease shall be suspended for a similar period of time. Notwithstanding any provision of this Section 21 to the contrary, if during the term of this Sublease the Master Lease is terminated as a result of damage to or destruction of the Premises although Sublessor may not terminate the Mater Lease without approval in writing of Sublessee, which approval shall not be unreasonably

withheld or delayed, and Sublessor must terminate the Master Lease if permitted and if requested in writing by Sublessee, then this Sublease may be terminated by either party upon written notice to the other party of such fact within fifteen (15) days of the termination of the Master Lease ; provided, however, although Sublessee is not obligated to do so, to the extent permitted by Sublessor under the Master Lease, Sublessee may elect to repair damages to the Premises or related building so that the Master Lease is not terminated.

22. **Assignment; Subletting**. Sublessee may not sell, convey, set over, assign, or otherwise transfer this Lease, or any portion of Sublessee's interest in this Sublease, or sublet any portion of the Subleased Premises, whether voluntarily, involuntarily or by operation of law (hereinafter collectively referred to as "Transfer") without Sublessor's prior written consent, which shall not be unreasonably withheld or delayed. In assessing whether to give or withhold consent, Sublessor may take into account any relevant matters that in Sublessor's reasonable judgment might affect Sublessor's credit, business reputation or potential liability for the obligations of the lessee under the Master Lease or to third parties, including, without limitation, the creditworthiness and financial strength of the proposed transferee, the creditworthiness and financial strength of Sublessee, the nature of the transferee's business and its proposed use of the relevant portion of the Subleased Premises, and the business reputation of the proposed transferee. For the purposes of this Sublease, the term "Transfer" shall include, but not be limited to, any assignment or any attempted assignment of this Sublease or any rights herein, any total or partial transfer, sale, assignment, lease, sublease, franchise, license, gift, hypothecation, mortgage, pledge, encumbrance, or the entering into any agreement do to any of the foregoing. Any Transfer without Sublessor's prior written consent shall be void ab initio and shall be a material Event of Default under this Sublease. The approval of one Transfer shall not be deemed approval of or consent to any subsequent Transfer. Notwithstanding the foregoing, Sublessor hereby consents to the sublease of the Premises to Hoag Urgent Care – Tustin, Inc., P.C. Subtenant, a California professional corporation owned by Robert Amster, M.D.

22.1 **Transfer Subject to Master Lease**. Any Transfer shall be subject to and governed by the terms of this Sublease and the Master Lease, and after any Transfer approved by Sublessor, Sublessee nonetheless shall remain liable for the full performance of all terms and conditions of this Sublease, including the payment of all Rent and other payments required hereunder.

22.2 **Change of Ownership or Control**. For the purpose of this Section 21, any single sale, assignment, transfer, or other disposition, or any series (whether or not related) of sales, assignments, transfers, or other dispositions during the term of this Sublease, of any of the issued and outstanding shares or ownership interests in Sublessee, if it results in changing the "ownership" or "control" of Sublessee, shall be construed as a Transfer of this Sublease. "Control" means possession, direct or indirect, of the power to elect or designate fifty-one percent (51%) or more of the governing board, or to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, as a general partner, by contract, or otherwise. "Ownership" means the possession, direct or indirect, of fifty one percent (51%) or more of the equity in Sublessee. Notwithstanding the preceding, however, the following Transfers shall not require the consent or approval of Sublessor: transfer of interests in Sublessor to employees of Sublessor and/or or to any family members or revocable trusts of any members or owners of Sublessor.

23. **Defaults and Remedies**.

23.1 **Sublessee Defaults**. The occurrence of any of the following events shall constitute a default hereunder by Sublessee:

23.1.1 The failure by Sublessee to make, when due, any payment of rent as required to be made by Sublessee hereunder, where such failure shall continue for a period of over ten (10) days after written notice thereof by Sublessor to Sublessee, except that if the failure is due to a breach by Hoag ("Lender") under that certain line of credit agreement described below, with respect to the advancement of loan proceeds which are budgeted for payments of rent herein or for any other permitted shortfalls, then such failure shall be excused until five (5) days after Lender has cured such breach.

23.1.2 The abandonment of the Premises by Sublessee. Abandonment is defined to include, but is not limited to, any absence of Sublessee or its sublessee or its representatives from the Premises for at least thirty (30) consecutive days, unless due to a casualty or other similar event that prevents Sublessee from operating the business at the Premises, in accordance with the terms of the Master Lease.

23.1.3 The failure by Sublessee to observe, perform or comply with any of the covenants, conditions or provisions of this Sublease (other than the payment of rent), where such failure shall continue for a period of at least thirty (30) days after written notice thereof (together with reasonable detail as to the failure) by Sublessor to Sublessee, or such longer period as may be reasonably necessary to cure the default if the default cannot be reasonably cured within thirty (30) days, or such longer period to cure a non monetary default as provided for in the Master Lease.

23.1.4 The failure by Sublessee to observe, perform or comply with any of the covenants, conditions or provisions of that certain Line of Credit dated November 1, 2010, by and between Sublessor and Sublessee, where such failure shall continue for a period at least thirty (30) days after written notice thereof by Sublessor to Sublessee, Sublessor may, at its option, terminate this Sublease upon written notice to that effect to Sublessee, and the outstanding rent on this Sublease shall become due and payable within sixty (60) days thereof.

23.1.5 The bankruptcy or insolvency of Sublessee or any guarantor of Sublessee's obligations hereunder, or Sublessee or such a guarantor makes a general assignment for the benefit of creditors;

23.1.6 Commencement by Sublessee or any guarantor of Sublessee's obligations hereunder of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

23.1.7 Commencement of any case, proceeding or other action against Sublessee or any guarantor of Sublessee's obligations hereunder seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment,

liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after entry thereof or (ii) remains undismissed for a period of sixty (60) days.

23.2 **Sublessor Covenants; Default**. Sublessor agrees to timely perform all of its obligations under the Master Lease, including, without limitation, the payment of all rent thereunder, and to terminate the Master Lease if requested in writing by Sublessee to the extent that events or facts exist that would permit the Sublessor to terminate the Master Lease; provided, however that so long as Sublessee is not then in default herein, Sublessor may not terminate the Master Lease without the written approval of Sublessee, which approval shall not be unreasonably withheld or delayed, notwithstanding any provisions in the Master Lease or herein to the contrary.

The failure by Sublessor to observe, perform or comply with any of the covenants, conditions or provisions of this Sublease where such failure shall continue for a period of at least thirty (30) days after written notice thereof by Sublessee to Sublessor, or such longer period as may be reasonably necessary to cure the default if the default cannot be reasonably cured within thirty (30) days or a default by Sublessor under the Master Lease which is not cured within the cure periods specified in such Master Lease, unless solely due to a default by Sublessee herein, or a modification of the Master Lease without the written approval of Sublessee except as expressly provided for herein or except as to a permitted assignment of the Master Lease, shall constitute a default hereunder by Sublessor.

23.3 **Remedies**. In the event of a default by Sublessee as specified in Section 22.1 above, or in the event of a default by Sublessor as specified in Section 23.2 above, in addition to any other remedies available to either party at law or in equity, Sublessor or Sublessee, as the case may be, shall have the immediate option to terminate this Sublease upon a written notice to the other party to that effect. Upon the effective date of any termination, Sublessor shall repay to Sublessee any portion of the prior rent payment to covers any time period on or after the effective date of the termination of this Sublease.

23.4 **Attorney's Fees.** In the event of an Event of Default by Sublessee, Sublessee will be liable for and will pay Sublessor, in addition to the rents and other sums agreed to be paid hereunder, Sublessor's reasonable attorney's fees incurred in the enforcement of Sublessor's rights under this Sublease. In the event of any legal action or proceeding between Sublessor and Sublessee, arising out of or in connection with this Sublease, including trial and hearings, appeals and bankruptcy proceedings, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

23.5 **No Personal Liability of Sublessor.** Except as provided for in the second sentence of this Section 23.5, the liability of Sublessor to Sublessee for any default by Sublessor under this Sublease shall be limited to the interest of Sublessor in the Premises and the Leased Assets, and Sublessee agrees to look solely to Sublessor's leasehold estate under the Master Lease, Sublessor's interest in the Leased Assets and Sublessor's right to receive Rents under this

Sublease, for the recovery of any judgment from the Sublessor, it being intended that Sublessor shall not be personally liable for any judgment or deficiency. Notwithstanding the preceding sentence, Sublessor's shall also be liable for the following and such liability shall not be limited or subject to the preceding sentence: claims against Sublessor for damages arising out of the failure of Sublessor to renew the Master Lease with respect to any renewal options (unless Sublessee was in default herein at the time of such renewal) or the failure of Sublessor to seek consent or approval of Landlord if such consent or approval may be sought under the Master Lease and provided such failure continues for five (5) days after written notice from Sublessee; Sublessor's acts or omissions that cause a termination of the Master Lease unless due to a default by Sublessee herein, claims to recover reasonable attorneys fees and costs incurred by Sublessee to enforce any provisions herein or in connection with any disputes herein to the extent Sublessee is entitled to such recovery of attorneys fees and costs; and claims arising out of any amendment or modification of the Master Lease that was not consented to in writing by Sublessee, and claims with respect to recovery of damages or relief from or against the Landlord, such as indemnification benefits, to the extent received by Sublessor and not paid over to Sublessee. No provisions in this Section 23.5 herein shall limit or affect the right of Sublessee to seek and recovery equitable relief against Sublessor, including, without limitation, specific performance.

23.6 **Adverse Impacts**. In the event that the performance by Sublessor or Sublessee of any term, covenant, condition, or provision of this Sublease or in connection with the transactions contemplated thereby shall jeopardize the licensure of Sublessor, Sublessee or the P.C. Sublessee, Sublessor's tax-exempt status or the tax-exempt status of any financing of Sublessor, Sublessor's or the P.C. Sublessee's participation in or reimbursement from Medicare, Medi-Cal, Anthem Blue-Cross, CHAMPUS/TriCare, or other reimbursement or payment programs, or Sublessor's full accreditation by an accrediting agency, or if for any other reason such performance should be in violation of any statute, ordinance, or be otherwise deemed to be illegal or unethical by any recognized body, agency, or association in the medical or hospital fields (each, an "Adverse Impact"), Sublessor and Sublessee shall upon written notice of the existence of such Adverse Impact attempt to negotiate in good faith an amendment to this Sublease or an assignment of the Sublessor's interest in the Master Lease to Sublessee for no consideration and provided Sublessee assumes all obligations of Sublessor under such Master Lease that arise on and after the effective date of such assignment with no continuing liability on the part of Sublessor under the Master Lease, to eliminate any such Adverse Impact, unless the existence of such continuing liability would not constitute or trigger an Adverse Impact. In the event that an amendment or an assignment of the Master Lease to eliminate any such Adverse Impact is not practicable or cannot be agreed upon by the parties in good faith within thirty (30) days of notice of the need thereof, either Sublessor or Sublessee may, at its option, terminate this Sublease upon written notice to that effect to the other party, and the outstanding rent on this Sublease shall become due and payable within thirty (30) days thereof, provided, however, that in any event, Sublessee may elect to cause Sublessor to assign the Master Lease to Sublessee unless Sublessor obtains a legal opinion that such assignment would not eliminate the Adverse Impact as to Sublessor.

24. **Surrender of Premises**. Upon the termination of this Sublease, Sublessee shall surrender possession and restore the Premises to Sublessor, in the same condition as such Premises existed at the commencement of the term of this Sublease, reasonable use and wear

only excepted, and except that Sublessee shall not be required to remove any tenant improvements if such items are not required to be removed under the Master Lease.. Upon the termination of the Sublease prior to its expiration, all furniture, fixtures and equipment located at the Premises shall be surrendered to Sublessor except for those items with no further rental obligations as specified in the applicable IER and which items shall be deemed sold to Sublessee for one dollar per item, or Sublessee shall be responsible for the replacement thereof or Sublessee may elect to pay the net present value of the balance of the rental payments due with respect to the item in question as specified in the relevant IER (based on the interest rate specified in Section 9 herein) and in such case Sublessee shall be deemed to own such item. Upon the termination of the Sublease on or after its expiration, all furniture, trade removable fixtures and equipment located at the Premises shall be removed by Sublessee, provided that Sublessee shall be responsible for the cost of repairing any damage caused by such removal.

25. **Assignment**. Notwithstanding anything to the contrary contained in the Master Lease, except as provided for herein and except in connection with the sale of Sublessee, Sublessee shall not be entitled to assign, sublet, transfer, mortgage, pledge, hypothecate or encumber this Sublease, or any part thereof, or any right or privilege pertinent thereto, without the prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Sublessor acknowledges that Sublessee, in connection with Sublessee's business operations, will from time to time permit other physicians to come in and use the Premises, and in that regard, Sublessor hereby consents to Sublessee permitting other physicians to use the Premises from time to time as may be designated by Sublessee.

26. **Transfers of Sublessor**. Sublessor shall have the right to transfer and assign to an affiliate of Sublessor, in whole or in part, all its rights and obligations hereunder and in the Premises referred to herein, and in such event and upon such transfer, Sublessor shall be released from any further obligations hereunder, and Sublessee agrees to look solely to such successor in interest of Sublessor for the performance of such obligations. Notwithstanding the preceding sentence, Sublessor and any permitted assignee thereto shall not transfer or assign its interest in the Master Lease or this Sublease to a third party (other than an affiliate of Sublessor) and if for any reason Sublessor or its affiliate no longer desires to hold an interest in the Master Lease or this Sublease, or if Sublessor receives an offer to transfer or assign its interest in the Master Lease or this Sublease to a third party (other than an affiliate of Sublessor), then Sublessor shall provide written notice to Sublessee and cause the assignment of the Master Lease to Sublessee for no consideration other than Sublessee's agreement to assume all obligations of Sublessor under the Master Lease that accrue on and after the effective date of such assignment. Sublessor agrees to cause the Landlord Consent to provide for the consent of Landlord to a future assignment of the Master Lease to Sublessee.

27. **Successors and Assigns**. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Sublessor and its successors and assigns, and of the Sublessee, and its successors and assigns in the event this Sublease has been assigned or subleased with the express, written consent of the Sublessor to the extent such consent is required as provided for herein.

28. **Entire Agreement**. This Sublease and the exhibit attached hereto constitute the entire contract between the parties hereto and supersede all prior understandings, if any.

29. **Notices**. All notices which either party is required or may desire to give to the other shall be in writing, and shall be deemed to have been duly given on the date of delivery if delivered in person to the party named below, or three (3) business days after mailing if by certified or registered mail, return receipt requested, postage and postal charges prepaid, addressed as follows:

Sublessor: **Newport Healthcare Center LLC**
1 Hoag Drive
Newport Beach, California 92663
Attention: Director, Real Estate

Sublessee: **Your Neighborhood Urgent Care, LLC**
18231 Irvine Boulevard, Suite 204
Tustin, California 92780
Attention: Robert Amster, M.D. and
Jennifer Kiindarius, COO

Landlord: **Next Gen Property Investments LLC**
c/o Jamboree Properties
P.O. Box 50786
Irvine, California 92619
Attention: Betsy Ching and Tony Ching

or to such other address(es) or person(s) as may be designated by Sublessor or Sublessee from time to time in accordance with this Section 28.

30. **Relationship**. In the performance of this Sublease, Sublessor and Sublessee are acting only as lessor and lessee, respectively, and not as partners, joint venturers, or employer-employee, respectively.

31. **Severability**. If any term or provision of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

32. **Governing Law**. This Sublease and the rights and obligations of the parties hereto are governed by the laws of the State of California.

33. **Time of Performance**. Except as may be otherwise expressly provided herein, time is of the essence of this Sublease with respect to all required acts of Sublessee.

34. **Recording**. Sublessee may record this Sublease or record a short form memorandum thereof in a form reasonably acceptable to Sublessor and provided such action is not prohibited under the Master Lease.

35. **Access to Books and Records**. Sublessee shall make this Sublease and Sublessee's books, documents and records available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives as required by law for four (4) years after the termination of this Sublease.

36. **Counterparts**. This Agreement, and any amendment hereto, may be executed by the parties in separate counterparts, and provided that each party shall have originally executed at least one such counterpart, each such executed counterpart, and any photocopies or facsimile copies thereof, shall be deemed an original, but all such counterparts and any such photocopies and facsimile copies, together shall constitute one and the same instrument, even though all of the parties have not originally executed the same counterparts.

37. **Binding Nature**. Subject to the provisions contained in this Sublease regarding assignment, this Sublease shall be binding upon and inure to the benefit of the parties and upon their respective successors.

38. **Additional Documents**. Each of the parties agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Sublease and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Sublease.

IN WITNESS WHEREOF, the parties have executed this Sublease through their duly authorized representatives effective as of the date first written above.

SUBLESSOR:

Newport Healthcare Center LLC, a Delaware limited liability company

By: _____
Print: ALFRED SMITH
Title: SR. VICE PRESIDENT

SUBLESSEE:

Your Neighborhood Urgent Care, LLC, a California limited liability company

By: Robert Amster MD
Print: Robert Amster MD
Title: Owner

EXHIBIT A

MASTER LEASE

See attached.

EXHIBIT B

TERMS AND CONDITIONS OF

TRADEMARK LICENSE

See attached.

TERMS AND CONDITIONS OF TRADEMARK LICENSE

This Memorandum ("Memorandum") is made effective this 3rd day of December, 2010, by and between Hoag Memorial Hospital Presbyterian, a California nonprofit, public benefit corporation with its principal place of business at One Hoag Drive, Newport Beach, California 92658 ("Licensor"), Your Neighborhood Urgent Care, LLC, a California limited liability company with its principal place of business at 6876 Katella Avenue, Cypress, California 90630 ("YNUC"), and Hoag Urgent Care - Tustin, a California professional corporation owned by Robert Amster, M.D. which owns and operates an urgent care center in premises located at 2560 Bryan Avenue, Tustin, CA and leased by an affiliate of Licensor to YNUC ("P.C.") (YNUC and P.C. are jointly referred to herein as "Licensees"). Licensor and Licensees may be referred to in this Memorandum individually as a "Party" and together as the "Parties."

A. Licensor is the owner of various trademarks which consist of or include the term HOAG, both in word and design form, including but not limited to the marks set forth in Schedules A and B attached hereto and made a part hereof, the accompanying goodwill associated therewith, as well as copyrights to those designs and any variant designs or derivative works;

B. Concurrently with this Memorandum, Licensor and YNUC have entered into that certain sublease to which this Memorandum is attached (the "Sublease") regarding certain premises located in Orange County, California (the "Premises"), and that certain Line of Credit; and

C. YNUC intends to sub-sublease the Premises to P.C., to enable P.C. to conduct an urgent care center in said Premises.

D. Licensees desire to use the marks listed in Schedules A and B hereto (which hereinafter, along with the accompanying goodwill associated therewith, shall be collectively referred to as the "Property" in this Memorandum) in connection with Licensees' urgent care center business at the Premises, subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing Recitals, mutual promises and covenants in this Memorandum and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Grant:

1.1 Licensor hereby grants Licensees a limited, non-exclusive, non-transferable and revocable license to use only the portion of the Property set forth in Schedule A attached hereto (i) solely as part of the mark and trade name HOAG URGENT CARE CENTER – [practice location] and as part of the corporate name of P.C.; (ii) within the Territory as that term is defined herein, (iii) in connection with a single urgent care center, (iv) limited to providing urgent care and related medical services to patients, and (v) subject to the terms of this Memorandum. The Parties agree that Licensees may use the portion of the Property set forth in Schedule A hereto as the name of Licensees' urgent care center as well as on P.C.'s company letterhead, business

cards, website (subject to Section 7c below) and in advertising and promotional materials. For the avoidance of doubt, this license includes use of the mark in the form shown in Schedule C attached hereto.

1.2 Licensor also hereby grants Licensees a limited, non-exclusive, non-transferable and revocable license to use only the portion of the Property shown in Schedule B attached hereto (i) solely to identify an affiliation between Licensor and Licensees; (ii) within the Territory as that term is defined herein, (iii) in connection with a single urgent care center, (iv) limited to providing urgent care and related medical services to patients, and (v) subject to the terms of this Memorandum. The Parties agree that Licensees may use the design mark shown in Schedule B hereto on P.C.'s company letterhead, business cards and in advertising and promotional materials.

2. Territory: The Territory for purposes of this Memorandum shall mean Orange County, California.

3. Term: The License granted in this Memorandum ("License") is dependent upon a continuing business relationship between Licensor and YNUC as provided in the Sublease. The License shall continue until or unless terminated by the terms of this Memorandum in accordance with paragraph 4 below.

4. Termination:

Licensor may terminate this Memorandum at any time, in whole or in part, (i) if either of the Licensees materially breaches any of its duties or obligations under this Memorandum and fails to cure such breach within thirty (30) calendar days after written notice detailing the breach is provided by Licensor; (ii) if either of the Licensees materially breaches any duty or obligation under this Memorandum which is not capable of being cured within thirty (30) calendar days after written notice detailing the breach is provided by Licensor; (iii) if Licensees commit numerous breaches of their duties or obligations under this Memorandum which in the aggregate are material and fail to cure such numerous breaches within thirty (30) calendar days after written notice is provided by Licensor; or (iv) in its sole discretion at its convenience upon one hundred and eighty (180) calendar days prior written notice detailing the breach from Licensor, or (v) in its sole discretion at its convenience upon one hundred and eighty (180) calendar days prior written notice from Licensor.

4.1 Licensees may terminate this Memorandum in whole or in part, upon one hundred and eighty (180) calendar days prior written notice from Licensees, (i) if Licensor materially breaches any of its duties or obligations under this Memorandum and fails to cure such breach within thirty (30) calendar days after written notice is provided by Licensees; (ii) if Licensor materially breaches any duty or obligation under this Memorandum which is not capable of being cured within thirty (30) calendar days after written notice is provided by Licensees; (iii) if Licensor commits numerous breaches of its duties or obligations under this Memorandum which in the aggregate are material and fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by Licensees; or (iv) in its sole discretion at its convenience.

4.2 The Parties further agree that termination of either (i) the Sublease Agreement due to an uncured default of Sublessee or (ii) the Letter of Credit due to an uncured default of YNUC thereunder shall terminate the License at the sole discretion of Licensor.

5. Transition Period: Immediately upon termination of the License by either Licensor or Licensees as a result of a breach of the Memorandum by the other Party as defined in paragraphs 4(a)(i), (ii) or (iii) or 4(b)(i), (ii) or (iii) above, or if the License is terminated pursuant to paragraphs 4(c) or 4(d) above, the Parties shall automatically enter into a transition period for up to one hundred twenty (120) days, provided that Licensee shall commence the steps outlined in subsections (a) and (b) below within thirty (30) days of the notice of termination, and shall complete such actions within no more than one hundred twenty (120) days after the notice of termination ("Transition Period"). Should either Licensor or Licensees terminate the License without cause by providing one hundred and eighty (180) days written notice pursuant to paragraph 4(a)(iv) or 4(b)(iv) above, the Transition Period will be one hundred and eighty (180) days, beginning with the day the Party provides written notice and ending on the same day the License is terminated. During the Transition Period, Licensees shall take all reasonable steps necessary to cease all use of the Property and instead transition to use of another mark and trade name with its services which is neither identical or confusingly similar to the Property. To comply with this paragraph, during the Transition Period (a) P.C. shall promptly (i) discontinue use of the Property as part of its trade name, the name of its urgent care center and as part of any trademark or service mark; and (ii) change its corporate name to another name which does not include the term Hoag or any confusingly similar variant thereto by filing an amendment to its Fictitious Name Permit with the Medical Board of California; and (b) Licensees shall at its sole cost promptly (i) discontinue use of the Property in any signage, forms, stationery, business cards, advertising or promotional materials for their urgent care center at the Premises; (ii) cancel all previously placed orders for products, advertisements or promotions which contain the Property, (iii) surrender to Licensor or destroy depictions of the Property and any physical objects bearing or containing the Property; and (iv) provide written notice to Licensor that it has complied with all requirements set forth herein.

6. Quality Control: Licensees agree that any materials which Licensees provide that incorporate the Property shall (i) be of high quality and approved by Licensor, such approval not to be unreasonably withheld; (ii) comply with all federal, state and local laws within the Territory; and (iii) be in strict accordance with Licensor's Corporate Identity Guide, a copy of which has been provided to Licensees and which Licensees hereby acknowledge receipt thereof. Licensees further agree to submit to Licensor, in sufficient time for review and consideration, for Licensor's reasonable approval of all proposed materials which include use of the Property or any proposed variants thereof, including, without limitation, the materials listed in paragraph 1 above prior to any use thereof by Licensees. Licensees must have Licensor's written approval from Licensor's Marketing and Corporate Communications Department, not to be unreasonably withheld or delayed, before use of the Property can be made with any materials authorized by the License. Licensor further retains the right and shall inspect all materials bearing the Property with reasonable notice to Licensees to ensure appropriate quality control. Licensor may conduct said inspection either by reviewing publicly available documents or images, or by requesting copies of printed or electronic material bearing the Property from Licensees at any time, which shall be promptly provided to Licensor upon request. Licensees agree not to engage in any

advertising or promotional efforts which Licensor reasonably determines to be adverse to Licensor's good will or business. In the event that Licensor determines that the Property has been misused by Licensees in violation of the terms of this Memorandum, Licensor shall inform Licensees of such misuse and allow Licensees an opportunity to promptly cure same within a reasonable period of time after such notice, and if not cured, Licensor may at its sole discretion terminate this Memorandum pursuant to paragraph 5 above.

7. Ownership of the Property: Licensor represents and warrants that it is the sole and exclusive owner of all rights and interests, including any and all trademark, copyright and other propriety rights, in and to the Property. Licensor further represents and warrants that use of the Property does not violate, infringe or conflict with the rights of any third party.

7.1 Use of the Property, including all related rights and goodwill, shall inure solely to Licensor's benefit. Licensees shall not acquire rights or any other interest in the Property in any form, including but not limited to the forms shown in Schedule B hereto. Notwithstanding any provisions herein to the contrary, however, Licensor shall not acquire any rights or interest in the business or goodwill of Licensees.

7.2 Licensees shall not challenge, attack, or contest the ownership or validity of Licensor's rights in the Property, or Licensor's respective applications or registrations relating to same.

7.3 Licensees shall not apply for, or be the assignee of, any domain name or trademark owned by Licensor or containing the Property, or which would affect any of Licensor's rights in the Property, or aid or abet anyone else in doing so. Licensees shall not register or otherwise acquire any domain names which include the term HOAG. To the extent that Licensees determine that such domain names are necessary for the operation of the business and services referenced herein, Licensor will make reasonable efforts to register such domains and allow Licensees to post website content through those domains, subject to Licensor's review and approval, which shall not be unreasonably withheld. Upon notice of termination of this Memorandum, Licensees shall by the end of the relevant transition period discontinue all use of such domains and relinquish any control Licensee may have over such domains to Licensor.

7.4 Licensees shall not commit any act or engage in any conduct which adversely affects the Property or any other trademarks, logos, designs or copyright or copyrightable materials of Licensor or its affiliates.

7.5 This Memorandum shall in no way be construed as an assignment to Licensees of any right, title and/or interest in and to the Property.

8. Royalty: The royalty payment for the License shall be included in the Rent under the Sublease, which the Parties agree constitutes the fair market value of the above license.

9. Notices: Licensees shall include appropriate notices of Licensor's trademark and copyright rights to the Property in any and all materials in which Licensees use the Property in accordance with and to the extent expressly provided for in Licensor's Corporate Identity Guide, as amended from time to time and provided to Licensees.

10. Protection of the Property: Licensor shall be responsible for all expenses and costs related to the protection and registration of the Property. Licensees shall promptly inform Licensor's Marketing and Corporate Communications Department at the address indicated in the notice section herein of any possible infringements, claims or actions pertaining to the Property by any third parties of which it has knowledge or becomes aware, and shall reasonably cooperate with Licensor as provided herein. Licensor shall take any action as it deems necessary or appropriate, in its reasonable judgment, in respect of any possible infringements, claims or actions pertaining to the Property by any third parties. If Licensor does initiate legal proceedings on account of any such infringement claim or action, Licensees agree to reasonably cooperate with and assist Licensor, at Licensor's expense, to the extent reasonably necessary to protect the Property, including without limitation, being joined as a necessary or desirable party to such proceedings, appearing for depositions, meeting with counsel for Licensees, and providing reasonable access to its files relating to the subject matter of the litigation claim or action, and provided that if either of the Licensees is joined as a party to any such action, that Licensor shall provide and pay for legal counsel for Licensees to the extent necessary.

11. Indemnification:

11.1 Licensor will indemnify, and hold harmless Licensees from and against, any and all claims, damages, litigation, judgments, costs and expenses, including, without limitation, reasonable attorneys fees and costs, arising out of a breach of any of Licensor's obligations under this Memorandum, including Licensor's representations and warranties in Section 7 in connection with Licensees' use of the Property pursuant to the License; provided that Licensees shall promptly notify Licensor in writing upon Licensees' acquiring knowledge of any such claim or suit.

11.2 Licensees will indemnify, and hold harmless Licensor from and against, any and all claims, damages, litigation, judgments, costs and expenses, including, without limitation, reasonable attorneys fees and costs, arising out of a breach of any of Licensees' obligations under this Memorandum,; provided that Licensor shall promptly notify Licensees in writing upon Licensor's acquiring knowledge of any such claim or suit.

12. Miscellaneous:

12.1 Notices. Any notice to be given by any party hereto to the other party in connection with this Memorandum shall be given in writing and shall be transmitted either (i) in person; (ii) by overnight courier or registered mail, postage prepaid, addressed to the receiving Party at the address set forth below, or at such other address of which the sending Party shall have been previously apprised in writing; (iii) by facsimile addressed to such address; or (iv) by e-mail to an e-mail address designated by each Party. The effective date of any notice shall be the date on which it is actually received by the addressee, except for facsimile notices which shall be effective on the date on which such facsimile is sent provided the sending Party receives a confirmation that the facsimile has been received on that date.

(i) If to Licensor:

Hoag Memorial Hospital Presbyterian
One Hoag Drive
Newport Beach, California 92658
Attention: Chief Executive Officer and
Chief Financial Officer

(ii) If to Licensees:

Your Neighborhood Urgent Care
18231 Irvine Boulevard
Tustin, California 92780
Attention: Robert Amster, M.D. and
Jennifer Kiindarius

12.2 This Memorandum, including attached Schedules contains the entire agreement of the parties with respect to the Property, and any and all prior agreements relating to the Property are superseded in their entirety. This Memorandum may be amended only by a writing signed by Licensor and Licensees.

12.3 In any action to enforce the terms of this agreement, the prevailing party shall be entitled to payment by the other party of its reasonable attorneys' fees and costs in connection with such action.

IN WITNESS WHEREOF, the parties have executed this Memorandum by their authorized officers.

Hoag Memorial Hospital Presbyterian

By: _____
Jennifer Mitzner

Chief Financial Officer

Your Neighborhood Urgent Care, LLC

By: Robert Amster MD
[Name]

Owner
[Title]

Hoag Urgent Care – Tustin, Inc.

[redacted]
Robert C. Amster, M.D., President

SCHEDULE A

Licensed Property

A. Case No. HOAGM-009T
Serial No. 85/073,352; Filed: June 28, 2010

B. Case No. HOAGM-010T
Serial No. 85/073,349; Filed: June 28, 2010

SCHEDULE B

See attached

LAW OFFICES
Stetina Brunda Garred & Brucker
A PROFESSIONAL CORPORATION
PATENT, TRADEMARK, COPYRIGHT AND UNFAIR COMPETITION CAUSES

75 ENTERPRISE, SUITE 250
ALISO VIEJO, CALIFORNIA 92656

KIT M. STETINA
BRUCE B. BRUNDA
WILLIAM J. BRUCKER
MARK B. GARRED
MATTHEW A. NEWBOLES
ERIC L. TANEZAKI
LOWELL ANDERSON
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www.stetinalaw.com
Writer's Direct E-mail:
mgarred@stetinalaw.com

June 29, 2010

Ms. Debra Legan
Vice-President
Marketing and Corporate Communications
Hoag Memorial Hospital Presbyterian
500 Superior Ave., Ste. 360
Newport Beach, CA 92663

Via Email Only

RE: Trademark Applications

Case No. HOAGM-009T
Serial No. 85/073,352; Filed: June 28, 2010

hoag

Case No. HOAGM-010T
Serial No. 85/073,349; Filed: June 28, 2010

Dear Debra:

We are pleased to advise you that the above-identified trademark applications were submitted electronically to the U.S. Patent and Trademark Office on June 28, 2010.

Also, because the applications were filed without signatures, we are required to provide the Trademark Office with an executed Declaration for each application. We are enclosing this document for signature. Please sign and date the Declarations where indicated and return them to our office.

You should not use the encircled ® with the marks until the application is allowed and a registration issued. In the meantime, we recommend that the symbol "™" and the word "Trademark" be used with the marks. For correct trademark usage always use your marks as an adjective, and not a noun.

As you know these applications are only for the United States. If you have now, or plan to have in the near future, significant business internationally, I suggest you consider seeking registration of the mark(s) in the countries which are important to your business either from a market viewpoint or to help stop counterfeits or competitors from using your mark. Most countries permit a mark to be registered before it is used, although in many countries, use is eventually necessary to maintain the registration. If you file within six months of the U.S. filing date, you can claim the benefit of the U.S. filing date.

The cost of filing a foreign application varies from country to country, ranging from $1200.00 to $2,300.00 per country if the marks are filed directly in those countries. The English speaking countries are on the lower end of the cost range. In order to potentially consolidate the fees and costs associated with filing in multiple international countries, you should consider a European regional trademark filing and/or registering the trademark in accordance with the Madrid Protocol Treaty.

There are significant cost benefits in seeking European protection through the filing of a Community Trade Mark (CTM) application which, if granted, will provide protection in all of the member states of the European Union (EU). The EU is currently comprised of the following countries (27 countries[1]):

Austria	Benelux[2]	Bulgaria	Czech Republic
Cyprus[3]	Denmark	Estonia	Finland
France	Germany	Greece	Hungary
Ireland	Italy	Latvia	Lithuania
Luxembourg	Malta	Netherlands	Poland
Portugal	Romania	Slovakia	Slovenia
Spain	Sweden	United Kingdom	

The cost for preparing and filing a CTM application is $3,450.00. This includes all expenses and attorney's fees and the ability to register a mark in three classes of goods. Additional costs will be incurred where the application is directed to more than three classes of goods. Assuming the application is successful, a registration (issuance) fee will later be incurred in the amount of approximately $2,800.00.

An additional or alternative approach is to file internationally through the Madrid Protocol, which took effect November 2, 2003.[4] The Madrid filing must be based upon a base

[1] Notable countries not included in the CTM filing are Switzerland and Norway.
[2] Belgium, Netherlands, Luxembourg.
[3] At present EU law extends only to southern Cyprus, which is under Greek control. A separate trademark filing is required for protection in Turkish Cyprus.

country filing (such as a US filing), and can designate and seek protection in most countries of the world based off of that single filing, with the payment of additional fees for each country designated. A list of available countries under the Madrid Protocol is attached.

The Madrid Protocol offers potential cost savings, in part by offering the possible ability to eliminate the involvement of foreign associates in obtaining the registrations in various countries. But whether or not a cost or other strategic benefit can be derived from a Madrid filing must be carefully considered. One key consideration is that any changes to or problems with the base country filing can subvert all of the other Madrid filings, and thus affect all international rights. Thus, if the U.S. Trademark Office narrows the goods or services, the same changes must be made in other countries. If the U.S. Trademark Office refuses to register a mark because it is descriptive or confusing similar to a prior U.S. registration, the other Madrid filings will have to be either abandoned or at extra cost converted to independent country filings. A decentralized national filing in each country of interest, while potentially more expensive, will avoid such centralized problems, and avoid a centralized attack by a competitor on the base application.

Please let me know if you have any questions regarding the above or if you would like to proceed with or discuss options with respect to international filing of the mark(s). If we do not hear from you, we will take no action to seek registration outside the U.S. at the present time.

Very truly yours,

STETINA BRUNDA GARRED & BRUCKER

Mark B. Garred

MBG/akl
Cc: Terry Cammarano

T:\Client Documents\HOAGM\009T\tmfilrec2cl.doc

[4] Fees and costs are calculated on a case by case basis depending on the number of counties designated and fees specific for those countries

Madrid Protocol States (Status April 16, 2006)

Albania
Algeria
Antigua and Barbuda
Armenia
Australia
Austria
Azerbaijan
Bahrain
Belarus
Belgium
Bhutan
Bosnia and Herzegovina
Bulgaria
China
Croatia
Cuba
Cyprus
Czech Republic
Denmark
Egypt
Estonia
European Community Trademark (CTM)
Finland
France
Georgia
Germany
Greece
Hungary
Iceland
Iran (Islamic Republic of)
Ireland
Italy
Japan
Kazakhstan
Kenya
Korea (Democratic People's Republic of)
Korea (Republic of)
Kyrgyzstan
Latvia
Lesotho
Liberia
Liechtenstein
Lithuania
Luxembourg
Moldova (Republic of)
Monaco
Mongolia
Morocco
Mozambique
Namibia
Netherlands
Norway
Poland
Portugal
Romania
Russian Federation
San Marino
Serbia and Montenegro
Sierra Leone
Singapore
Slovakia
Slovenia
Spain
Sudan
Swaziland
Sweden
Switzerland
Syrian Arab Republic
Tajikistan
Turkey
Turkmenistan
Ukraine
United Kingdom
United States of America
Uzbekistan
Viet Nam
Zambia

Notable Countries Excluded From the Madrid Protocol States

Canada
Hong Kong
Malaysia
New Zealand
Central & South American Countries
India
Malta
Philippines
Indonesia
Mexico
Taiwan

EXHIBIT C

INDIVIDUAL EQUIPMENT RECORD FORM

See attached.

INDIVIDUAL EQUIPMENT RECORD FORM

Description of Equipment:_____

_____

Serial Number of Equipment (if applicable) :_____

Monthly Rental installment Amount*	Monthly Rental Amount	Payoff
1	$_____	$_____
2	$_____	$_____
3	$_____	$_____
4 $_____	$_____	
etc.	etc.	etc.

*as described in Section 9 and 24 of the attached Sublease: the payoff amount is the net present value of the remaining Monthly Rental Amounts due under this IER as specified above determined by discounting such remaining payments at a discount rate equal to _____% as specified in Section 9 of the attached Sublease..

EXHIBIT D

OPERATING STANDARDS

See attached.

HOAG URGENT CARE NETWORK OPERATING STANDARDS

Site Standards:

Monday through Friday 8am-8pm

Saturday, Sunday 9am-5pm

No appointment necessary

Physician on-site at all times

ACLS Certified, Board Certified physicians

BCLS/Heartsaver Certified staff

Services Offered:

Adult and Pediatric Surgical/Trauma Services

- Laceration Repair
- Fracture Management
- Incision and Draining of Abscesses
- Skin Lesion Removal
- Minor Burn Management

Medical Illness Management (Diagnosis and Treatment)

Employment/Sports/Camp/School Physicals

IV Hydration

Work Injury Management

On-Site Pharmacy with narcotic dispensing tracking system

Injectables Management

On-site Laboratory/ X-Ray Services:

Digital X – Rays performed by licensed Limited X-Ray techs, some of whom may have skull certification. All can perform spinal x-rays.

Urinalysis

Drug Screening Collections performed in secure bathroom

Hemoglobin Testing

Strep, Mononucleosis, Influenza Tests

Draw Station

Blood glucose

On-site Equipment:

Digital X-Ray. All x-rays are over-read within 24-48 hours by a board certified radiologist

EKG performed via a self interpreting machine

Slit Lamp, Schiotz tonometer

Audiometer

AED

ACLS Crash Cart

Quality and Service Indicators:

Wait times until seen by Physician

Overall patient experience

Patient Departures prior to being seen

Revisits with same diagnosis related to first visit within 1 week

Number of missed x-ray/lab diagnoses

Results of labs and X-Rays tracking

Physician call backs to patients within same day

Submission of discharge sheet and follow-up instructions

All medical charts will be sent to PMD of record if known

Electronic Medical Record Capability:

EMR system should be capable of integrating with HOAG Health Information Exchange (HIE) system. Requires HL-7 interface capability.

Practice Management System:

PM system should bill electronically and receive electronic remittances. EMR and PM systems should be integrated together.

EXHIBIT D

EXHIBIT C

INDIVIDUAL EQUPMENT

HOAG URGENT CARE ANAHEIM HILLS

VENDOR	AMOUNT
1. Tangram	24,981.58
2. Angelus Medical	7,305.63
3. Henry Schein	40,063.43
4. Henry Schein	5,421.94
5. Owens & Minor	749.00
6. Sysco	349.41
7. Christopher's	3,371.96
8 . Gram X-ray	66,346.07
9 Galen	11,962.75
10. Allscrips	35,946.14
11 .Gram X-ray	700.00
12. Gram X-ray	700.00
12. Tangram	755.81
13. Sears	1,778.98
14. Henry Schein	1,147.06
TOTAL	**201,624.76**

Loan Amortization Schedule

	Enter values
Loan amount	$ 201,624.76
Annual interest rate	6.00 %
Loan period in years	10
Number of payments per year	12
Start date of loan	8/1/2012
Optional extra payments	$ -

	Loan summary
Scheduled payment	$ 2,238.45
Scheduled number of payments	120
Actual number of payments	120
Total early payments	$ -
Total interest	$ 66,989.02

Lender name: Hoag Urgent Care Anaheim Hills

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	9/1/2012	$ 201,624.76	$ 2,238.45	$ -	$ 2,238.45	$ 1,230.32	$ 1,008.12	$ 200,394.44	$ 1,008.12
2	10/1/2012	200,394.44	2,238.45	-	2,238.45	1,236.48	1,001.97	199,157.96	2,010.10
3	11/1/2012	199,157.96	2,238.45	-	2,238.45	1,242.66	995.79	197,915.30	3,005.89
4	12/1/2012	197,915.30	2,238.45	-	2,238.45	1,248.87	989.58	196,666.43	3,995.46
5	1/1/2013	196,666.43	2,238.45	-	2,238.45	1,255.12	983.33	195,411.31	4,978.79
6	2/1/2013	195,411.31	2,238.45	-	2,238.45	1,261.39	977.06	194,149.92	5,955.85
7	3/1/2013	194,149.92	2,238.45	-	2,238.45	1,267.70	970.75	192,882.22	6,926.60
8	4/1/2013	192,882.22	2,238.45	-	2,238.45	1,274.04	964.41	191,608.19	7,891.01
9	5/1/2013	191,608.19	2,238.45	-	2,238.45	1,280.41	958.04	190,327.78	8,849.05
10	6/1/2013	190,327.78	2,238.45	-	2,238.45	1,286.81	951.64	189,040.97	9,800.69
11	7/1/2013	189,040.97	2,238.45	-	2,238.45	1,293.24	945.20	187,747.73	10,745.90
12	8/1/2013	187,747.73	2,238.45	-	2,238.45	1,299.71	938.74	186,448.02	11,684.64
13	9/1/2013	186,448.02	2,238.45	-	2,238.45	1,306.21	932.24	185,141.81	12,616.88
14	10/1/2013	185,141.81	2,238.45	-	2,238.45	1,312.74	925.71	183,829.07	13,542.58
15	11/1/2013	183,829.07	2,238.45	-	2,238.45	1,319.30	919.15	182,509.77	14,461.73
16	12/1/2013	182,509.77	2,238.45	-	2,238.45	1,325.90	912.55	181,183.87	15,374.28
17	1/1/2014	181,183.87	2,238.45	-	2,238.45	1,332.53	905.92	179,851.34	16,280.20
18	2/1/2014	179,851.34	2,238.45	-	2,238.45	1,339.19	899.26	178,512.15	17,179.45
19	3/1/2014	178,512.15	2,238.45	-	2,238.45	1,345.89	892.56	177,166.26	18,072.02
20	4/1/2014	177,166.26	2,238.45	-	2,238.45	1,352.62	885.83	175,813.64	18,957.85
21	5/1/2014	175,813.64	2,238.45	-	2,238.45	1,359.38	879.07	174,454.26	19,836.91
22	6/1/2014	174,454.26	2,238.45	-	2,238.45	1,366.18	872.27	173,088.09	20,709.19
23	7/1/2014	173,088.09	2,238.45	-	2,238.45	1,373.01	865.44	171,715.08	21,574.63
24	8/1/2014	171,715.08	2,238.45	-	2,238.45	1,379.87	858.58	170,335.20	22,433.20
25	9/1/2014	170,335.20	2,238.45	-	2,238.45	1,386.77	851.68	168,948.43	23,284.88
26	10/1/2014	168,948.43	2,238.45	-	2,238.45	1,393.71	844.74	167,554.73	24,129.62
27	11/1/2014	167,554.73	2,238.45	-	2,238.45	1,400.67	837.77	166,154.05	24,967.39
28	12/1/2014	166,154.05	2,238.45	-	2,238.45	1,407.68	830.77	164,746.37	25,798.16
29	1/1/2015	164,746.37	2,238.45	-	2,238.45	1,414.72	823.73	163,331.66	26,621.90
30	2/1/2015	163,331.66	2,238.45	-	2,238.45	1,421.79	816.66	161,909.87	27,438.55
31	3/1/2015	161,909.87	2,238.45	-	2,238.45	1,428.90	809.55	160,480.97	28,248.10
32	4/1/2015	160,480.97	2,238.45	-	2,238.45	1,436.04	802.40	159,044.93	29,050.51
33	5/1/2015	159,044.93	2,238.45	-	2,238.45	1,443.22	795.22	157,601.70	29,845.73
34	6/1/2015	157,601.70	2,238.45	-	2,238.45	1,450.44	788.01	156,151.26	30,633.74
35	7/1/2015	156,151.26	2,238.45	-	2,238.45	1,457.69	780.76	154,693.57	31,414.50
36	8/1/2015	154,693.57	2,238.45	-	2,238.45	1,464.98	773.47	153,228.59	32,187.97

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
37	9/1/2015	153,228.59	2,238.45	-	2,238.45	1,472.31	766.14	151,756.28	32,954.11
38	10/1/2015	151,756.28	2,238.45	-	2,238.45	1,479.67	758.78	150,276.62	33,712.89
39	11/1/2015	150,276.62	2,238.45	-	2,238.45	1,487.07	751.38	148,789.55	34,464.27
40	12/1/2015	148,789.55	2,238.45	-	2,238.45	1,494.50	743.95	147,295.05	35,208.22
41	1/1/2016	147,295.05	2,238.45	-	2,238.45	1,501.97	736.48	145,793.08	35,944.70
42	2/1/2016	145,793.08	2,238.45	-	2,238.45	1,509.48	728.97	144,283.60	36,673.66
43	3/1/2016	144,283.60	2,238.45	-	2,238.45	1,517.03	721.42	142,766.57	37,395.08
44	4/1/2016	142,766.57	2,238.45	-	2,238.45	1,524.62	713.83	141,241.95	38,108.91
45	5/1/2016	141,241.95	2,238.45	-	2,238.45	1,532.24	706.21	139,709.71	38,815.12
46	6/1/2016	139,709.71	2,238.45	-	2,238.45	1,539.90	698.55	138,169.81	39,513.67
47	7/1/2016	138,169.81	2,238.45	-	2,238.45	1,547.60	690.85	136,622.21	40,204.52
48	8/1/2016	136,622.21	2,238.45	-	2,238.45	1,555.34	683.11	135,066.88	40,887.63
49	9/1/2016	135,066.88	2,238.45	-	2,238.45	1,563.11	675.33	133,503.76	41,562.96
50	10/1/2016	133,503.76	2,238.45	-	2,238.45	1,570.93	667.52	131,932.83	42,230.48
51	11/1/2016	131,932.83	2,238.45	-	2,238.45	1,578.78	659.66	130,354.05	42,890.15
52	12/1/2016	130,354.05	2,238.45	-	2,238.45	1,586.68	651.77	128,767.37	43,541.92
53	1/1/2017	128,767.37	2,238.45	-	2,238.45	1,594.61	643.84	127,172.76	44,185.76
54	2/1/2017	127,172.76	2,238.45	-	2,238.45	1,602.58	635.86	125,570.18	44,821.62
55	3/1/2017	125,570.18	2,238.45	-	2,238.45	1,610.60	627.85	123,959.58	45,449.47
56	4/1/2017	123,959.58	2,238.45	-	2,238.45	1,618.65	619.80	122,340.93	46,069.27
57	5/1/2017	122,340.93	2,238.45	-	2,238.45	1,626.74	611.70	120,714.18	46,680.97
58	6/1/2017	120,714.18	2,238.45	-	2,238.45	1,634.88	603.57	119,079.31	47,284.54
59	7/1/2017	119,079.31	2,238.45	-	2,238.45	1,643.05	595.40	117,436.26	47,879.94
60	8/1/2017	117,436.26	2,238.45	-	2,238.45	1,651.27	587.18	115,784.99	48,467.12
61	9/1/2017	115,784.99	2,238.45	-	2,238.45	1,659.52	578.92	114,125.47	49,046.05
62	10/1/2017	114,125.47	2,238.45	-	2,238.45	1,667.82	570.63	112,457.64	49,616.67
63	11/1/2017	112,457.64	2,238.45	-	2,238.45	1,676.16	562.29	110,781.48	50,178.96
64	12/1/2017	110,781.48	2,238.45	-	2,238.45	1,684.54	553.91	109,096.94	50,732.87
65	1/1/2018	109,096.94	2,238.45	-	2,238.45	1,692.96	545.48	107,403.98	51,278.35
66	2/1/2018	107,403.98	2,238.45	-	2,238.45	1,701.43	537.02	105,702.55	51,815.37
67	3/1/2018	105,702.55	2,238.45	-	2,238.45	1,709.94	528.51	103,992.62	52,343.89
68	4/1/2018	103,992.62	2,238.45	-	2,238.45	1,718.49	519.96	102,274.13	52,863.85
69	5/1/2018	102,274.13	2,238.45	-	2,238.45	1,727.08	511.37	100,547.05	53,375.22
70	6/1/2018	100,547.05	2,238.45	-	2,238.45	1,735.71	502.74	98,811.34	53,877.96
71	7/1/2018	98,811.34	2,238.45	-	2,238.45	1,744.39	494.06	97,066.95	54,372.01
72	8/1/2018	97,066.95	2,238.45	-	2,238.45	1,753.11	485.33	95,313.84	54,857.35
73	9/1/2018	95,313.84	2,238.45	-	2,238.45	1,761.88	476.57	93,551.96	55,333.92
74	10/1/2018	93,551.96	2,238.45	-	2,238.45	1,770.69	467.76	91,781.27	55,801.68
75	11/1/2018	91,781.27	2,238.45	-	2,238.45	1,779.54	458.91	90,001.73	56,260.58
76	12/1/2018	90,001.73	2,238.45	-	2,238.45	1,788.44	450.01	88,213.29	56,710.59
77	1/1/2019	88,213.29	2,238.45	-	2,238.45	1,797.38	441.07	86,415.91	57,151.66
78	2/1/2019	86,415.91	2,238.45	-	2,238.45	1,806.37	432.08	84,609.54	57,583.74
79	3/1/2019	84,609.54	2,238.45	-	2,238.45	1,815.40	423.05	82,794.14	58,006.78
80	4/1/2019	82,794.14	2,238.45	-	2,238.45	1,824.48	413.97	80,969.66	58,420.76
81	5/1/2019	80,969.66	2,238.45	-	2,238.45	1,833.60	404.85	79,136.06	58,825.60
82	6/1/2019	79,136.06	2,238.45	-	2,238.45	1,842.77	395.68	77,293.29	59,221.28
83	7/1/2019	77,293.29	2,238.45	-	2,238.45	1,851.98	386.47	75,441.31	59,607.75
84	8/1/2019	75,441.31	2,238.45	-	2,238.45	1,861.24	377.21	73,580.07	59,984.96
85	9/1/2019	73,580.07	2,238.45	-	2,238.45	1,870.55	367.90	71,709.52	60,352.86
86	10/1/2019	71,709.52	2,238.45	-	2,238.45	1,879.90	358.55	69,829.62	60,711.40
87	11/1/2019	69,829.62	2,238.45	-	2,238.45	1,889.30	349.15	67,940.32	61,060.55

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
88	12/1/2019	67,940.32	2,238.45	-	2,238.45	1,898.75	339.70	66,041.57	61,400.25
89	1/1/2020	66,041.57	2,238.45	-	2,238.45	1,908.24	330.21	64,133.33	61,730.46
90	2/1/2020	64,133.33	2,238.45	-	2,238.45	1,917.78	320.67	62,215.55	62,051.13
91	3/1/2020	62,215.55	2,238.45	-	2,238.45	1,927.37	311.08	60,288.18	62,362.21
92	4/1/2020	60,288.18	2,238.45	-	2,238.45	1,937.01	301.44	58,351.17	62,663.65
93	5/1/2020	58,351.17	2,238.45	-	2,238.45	1,946.69	291.76	56,404.48	62,955.40
94	6/1/2020	56,404.48	2,238.45	-	2,238.45	1,956.43	282.02	54,448.05	63,237.43
95	7/1/2020	54,448.05	2,238.45	-	2,238.45	1,966.21	272.24	52,481.85	63,509.67
96	8/1/2020	52,481.85	2,238.45	-	2,238.45	1,976.04	262.41	50,505.81	63,772.08
97	9/1/2020	50,505.81	2,238.45	-	2,238.45	1,985.92	252.53	48,519.89	64,024.60
98	10/1/2020	48,519.89	2,238.45	-	2,238.45	1,995.85	242.60	46,524.04	64,267.20
99	11/1/2020	46,524.04	2,238.45	-	2,238.45	2,005.83	232.62	44,518.21	64,499.82
100	12/1/2020	44,518.21	2,238.45	-	2,238.45	2,015.86	222.59	42,502.35	64,722.41
101	1/1/2021	42,502.35	2,238.45	-	2,238.45	2,025.94	212.51	40,476.42	64,934.93
102	2/1/2021	40,476.42	2,238.45	-	2,238.45	2,036.07	202.38	38,440.35	65,137.31
103	3/1/2021	38,440.35	2,238.45	-	2,238.45	2,046.25	192.20	36,394.11	65,329.51
104	4/1/2021	36,394.11	2,238.45	-	2,238.45	2,056.48	181.97	34,337.63	65,511.48
105	5/1/2021	34,337.63	2,238.45	-	2,238.45	2,066.76	171.69	32,270.87	65,683.17
106	6/1/2021	32,270.87	2,238.45	-	2,238.45	2,077.09	161.35	30,193.77	65,844.52
107	7/1/2021	30,193.77	2,238.45	-	2,238.45	2,087.48	150.97	28,106.29	65,995.49
108	8/1/2021	28,106.29	2,238.45	-	2,238.45	2,097.92	140.53	26,008.38	66,136.02
109	9/1/2021	26,008.38	2,238.45	-	2,238.45	2,108.41	130.04	23,899.97	66,266.07
110	10/1/2021	23,899.97	2,238.45	-	2,238.45	2,118.95	119.50	21,781.02	66,385.57
111	11/1/2021	21,781.02	2,238.45	-	2,238.45	2,129.54	108.91	19,651.48	66,494.47
112	12/1/2021	19,651.48	2,238.45	-	2,238.45	2,140.19	98.26	17,511.29	66,592.73
113	1/1/2022	17,511.29	2,238.45	-	2,238.45	2,150.89	87.56	15,360.40	66,680.28
114	2/1/2022	15,360.40	2,238.45	-	2,238.45	2,161.65	76.80	13,198.75	66,757.09
115	3/1/2022	13,198.75	2,238.45	-	2,238.45	2,172.45	65.99	11,026.30	66,823.08
116	4/1/2022	11,026.30	2,238.45	-	2,238.45	2,183.32	55.13	8,842.98	66,878.21
117	5/1/2022	8,842.98	2,238.45	-	2,238.45	2,194.23	44.21	6,648.75	66,922.43
118	6/1/2022	6,648.75	2,238.45	-	2,238.45	2,205.20	33.24	4,443.54	66,955.67
119	7/1/2022	4,443.54	2,238.45	-	2,238.45	2,216.23	22.22	2,227.31	66,977.89
120	8/1/2022	2,227.31	2,238.45	-	2,227.31	2,216.18	11.14	0.00	66,989.02

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LOS ANGELES, CA 90051-0206

Invoice

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
400082	10/31/2011	986948-0-CAP	238197	10/25/2011	BRIAN CASTELLANOS

SOLD TO: ACCOUNTS PAYABLE
HOAG MEMORIAL HOSPITAL
P. O. BOX 6100
Newport Beach, CA 92663

P: 1.949.764.4405
F: 1.949.574.4443

SHIP TO: MARCUS MILTON
HOAG
ANHEIM RIGHT SIDE
5630 E. SANTA ANA CANYON RD.
Anaheim, CA 92807

P: 1.714.389.5700

Due Date: 11/30/2011

Terms: CPO#/NET 30 DAYS HOA300

Quote: 343063

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	7.00 T	TS37602 STEELCASE Chair-Sawyer, Guest, Wood, Fully Assembled FRAME :3762 FC/OP DARK WALNUT UPHLSTRY:5999 MISC FABRIC MOMENTUM TEXTILES, INC. Purchaser: VENDOR Pattern: MARQUEE Color: BAYSHORE Appl Direction: HORIZONTAL Tag For: Qty Description 1 X-RAY 4 EXAM 2- 4 2 OBSERVATION	289.50	2,026.50
2	7.00 T	YARD(S) TANGRAMINT MOMENTUM, BAYSHORE 09112640	31.25	218.75
3	6.00 T	YS84 OFFICEMAST YES SERIES PNEUMATIC, TILT EZ BACK HEIGHT ADJUSTMENT, TILTING BACKREST, ROCKING TILT, FORWARD TILTING, TENSION KNOB, MESH BACK, SEAT SLIDER, INFINITE FOWARD TILTING. FABRIC: GRADE 2 MOONSCAPES COLOR: 2263 ROVER ARMS: KR-200 HEIGHT AND WIDTH ADJUSTABLE AND REMOVABLE T ARMS WITH NATURAL GRIP FULL ASSEMBLED Tag For: Qty Description 2 RECEPTION 1 DR. OFFICE	297.50	1,785.00

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SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
400082	10/31/2011	986948-0-CAP	238197	10/25/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		2 BILLING 1 MGR		
4	2.00 T	YS75 OFFICEMAST YES SERIES TASK STOOL PNEUMATIC, MESH BACK, SEAT SLIDER, TILT BACK, HEAVY DUTY METAL BASE, 20"CHROME FOOT RING, FABRIC: GRADE 2 MOONSCAPES COLOR: 2263 ROVER ARMS: KR-200 HEIGHT AND WIDTH ADJUSTABLE AND REMOVABLE T ARMS WITH NATURAL GRIP FULL ASSEMBLED Tag For: Qty Description 1 LAB/NURSE 1 DOCTOR	347.50	695.00
5	1.00 T	TS4TLDR36 STEELCASE Top-Round Table, Low Pressure Laminate, 36" Diameter EDGE :6038 BLONDE ON MAPLE TOP-SURF:262L MARBLED MAPLE LPL Tag For: Qty Description 1 BREAK	132.50	132.50
6	1.00 T	TS4TBASE22 STEELCASE Base-22" Diameter BASE :7207 BLACK Tag For: Qty Description 1 BREAK	144.50	144.50
7	1.00 T	TS37101 STEELCASE Chair-Domino, Stacker, Armless, 4 Per Pack Tag For: Qty Description 1 BREAK	226.00	226.00
10	1.00 T	A121.BLKC CHERRYMANI AMBER COLLECTION DESK RECTANGULAR SHELL, RIGHT DIMENSIONS: 30"D X 60"W X 29"H FINISH: BLACK CHERRY Tag For: Qty Description 1 DOC	107.25	107.25
11	1.00 T	A924.BLKC CHERRYMANI AMBER COLLECTION RETURN SHELL, LEFT DIMENSIONS: 24"D X 24"W X 29"H FINISH: BLACK CHERRY Tag For: Qty Description 1 DOC	78.35	78.35

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SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
400082	10/31/2011	986948-0-CAP	238197	10/25/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
12	1.00 T	A831.BLKC CHERRYMANI AMBER COLLECTION STORAGE PED, BOX/BOX/FILE DIMENSIONS: 22"D X 15 1/2"W X 28"H FINISH: BLACK CHERRY Tag For: Qty Description 1 DOC	136.15	136.15
13	1.00 T	A121.BLKC CHERRYMANI AMBER COLLECTION DESK RECTANGULAR SHELL, LEFT DIMENSIONS: 30"D X 60"W X 29"H FINISH: BLACK CHERRY Tag For: Qty Description 1 MGR	107.25	107.25
14	1.00 T	A924.BLKC CHERRYMANI AMBER COLLECTION RETURN SHELL, RIGHT DIMENSIONS: 24"D X 42"W X 29"H FINISH: BLACK CHERRY Tag For: Qty Description 1 MGR	78.35	78.35
15	1.00 T	A831.BLKC CHERRYMANI AMBER COLLECTION STORAGE PED, BOX/BOX/FILE DIMENSIONS: 22"D X 15 1/2"W X 28"H FINISH: BLACK CHERRY Tag For: Qty Description 1 MGR	136.15	136.15
16	1.00 T	A828.BLKC CHERRYMANI STORAGE BOOKCASE 2-SHELF DIMENSIONS: 15"D X 35.5"W X 42"H FINISH: BLACK CHERRY Tag For: Qty Description 1 DR OFFICE	95.14	95.14
17	2.00 T	CHAIR-31 CHERRYMANI CHERRY MAN CHAIR-31 WOOD GUEST CHAIR, FULLY UPHOLSTERED 23"W x 23"D x 32.5"H FINISH: BLACK CHERRY STANDARD CHERRYMAN FABRIC (ONLY 1 STANDARD FABRIC OPTION ALLOWED) Tag For: Qty Description 1 DR OFFICE 1 MGR	136.23	272.46
18	5.00 T	4713 ARCADIACHA SILERO THREE-SEATER UNIT OPEN ARM, PARTIAL UPHOLSTERED BACK	1,535.43	7,677.15

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SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
400082	10/31/2011	986948-0-CAP	238197	10/25/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		UPHOLSTERY: TWO-TONE APPLICATION SEATS: GRADE 3 MOMENTUM VARIO COLOR: MACCHIATTO BACKS: GRADE 3 MOMENTUM MARQUEE COLOR: BAYSHORE FINISH: #22 CARAMEL BEECH		
	Tag For:	Qty Description 5 WAITING		
19	4.00 T	4765 ARCADIACHA SILERO SQUARE TALBE 24"L X 24"W X 20"H FINISH: #22 CARAMEL BEECH	378.94	1,515.76
20	2.00 T	TS31401T STEELCASE Chair-Jenny,Armless,Tablet Arm, Low-Pressure Laminate EDGE :6677 CHOCOLATE WALNUT TOP-SURF:264L CHOCOLATE WALNUT LPL UPHLSTRY:5999 MISC FABRIC MOMENTUM TEXTILES, INC. Purchaser: VENDOR Pattern: EVOKE Color: DERBY -09102905 Appl Direction: HORIZONTAL OPTIONS * * OPTIONS * * LEG OPT *OPT:LEG OPTIONS WOOD WOOD LEGS LEGS LEGS WOOD VEN *LEGS:WOOD 3762 FC/OP DARK WALNUT	716.50	1,433.00
	Tag For:	Qty Description 2 WAITING		
21	2.00 T	YARD(S) TANGRAMINT MOMENTUM EVOKE, DERBY	43.75	87.50
22	2.00 T	TSAWLR2454 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x54 EDGE :6676 MARBLED MAPLE TOP-SURF:262L MARBLED MAPLE LPL	107.50	215.00
	Tag For:	W2454		
23	1.00 T	TSAWLR2466 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x66 EDGE :6676 MARBLED MAPLE TOP-SURF:262L MARBLED MAPLE LPL	128.50	128.50
	Tag For:	W2466		
24	1.00 T	TSAWLR2466 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x66	128.50	128.50

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SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
400082	10/31/2011	986948-0-CAP	238197	10/25/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		EDGE :6676 MARBLED MAPLE TOP-SURF:262L MARBLED MAPLE LPL		
	Tag For:	W2466-CUT		
25	1.00 T	TSATTIE STEELCASE Tie Plates-Package/6	44.50	44.50
	Tag For:	TP		
26	2.00 T	TSATH2711 STEELCASE Leg-H, 11"Wx27"H BASIC :7207 BLACK	77.50	155.00
	Tag For:	WHLEG11		
27	2.00 T	TSATH2720 STEELCASE Leg-H, 20"Wx27"H BASIC :7207 BLACK	95.00	190.00
	Tag For:	WHLEG20		
28	2.00 T	TSATP27 STEELCASE Leg-Post, Full Height, 27"H, No Casters BASIC :7207 BLACK	56.50	113.00
	Tag For:	WPS		
29	3.00 T	TSATRC39 STEELCASE Channel-Reinforcing, 39	21.00	63.00
	Tag For:	WRC39		
30	1.00 T	TS5TL2436F2 STEELCASE File-Freestanding Lateral, 24dx28 1/2hx36w BASIC :262L MARBLED MAPLE LPL EDGE :6676 MARBLED MAPLE FRONT :262L MARBLED MAPLE LPL LOCK :9201 POLISHED CHROME TOP-SURF:262L MARBLED MAPLE LPL OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS HDL PULL HANDLE PULL PULL PULL NICKEL *PULL:NICKEL 9211 NICKEL	414.50	414.50
	Tag For:	LF236		
31	2.00 T	TS5LBBF23U STEELCASE Pedestal-Underworksurface, Box/Box/File, 23dx27h BASIC :262L MARBLED MAPLE LPL FRONT :262L MARBLED MAPLE LPL LOCK :9201 POLISHED CHROME OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS HDL PULL HANDLE PULL PULL PULL	250.00	500.00

tangram

REMIT TO:
ATTACHMENT BOX
LOS ANGELES, CA 90051-0206

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
400082	10/31/2011	986948-0-CAP	238197	10/25/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		NICKEL *PULL:NICKEL		
		9211 NICKEL		
	Tag For:	BBF		
32	1.00	FEE	$4,280.00	$4,280.00
	T	ANAHEIM URGENT CARE		

INVOICE TOTALS

Sub Total	23,184.76
ORANGE COUNTY TAX	1,796.82
Please Pay This Amount:	24,981.58

*******End of Invoice*******

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 986948CAP

FF&E Team Member / Other (If FF&E) Date
Pamela Kynell Dec 20, 2011
Project Manager (up to $50,000) Date

BP

RECEIVED

OCT 2 - 2011

FACILITY DESIGN & CONSTRUCTION

INVOICE

ANGELUS MEDICAL & OPTICAL. CO.INC.
13007 S.WESTERN AVE.GARDENA, CA. 90249
(310) 769-6060 * (213) 383-4141* FAX (310) 769-1999
E Mail : angelusmed@msn.com Web Site : http://www.angelusmedical.com

No. 51062

SOLD TO
HOAG MEMORIAL HOSPITAL PRESBYTERIAN
ONE HOAG DRIVE
P.O. BOX 6100
NEW PORT BEACH, CA 92658
TEL 949 764 4457 FAX 949 764 4466
PAMELA KYNELL 949 355 9162

SHIP TO
Hoag Urgent Care Anaheim Hills
5630 E Santa Ana Canyon Rd
Anaheim, CA 92807

DATE: 10/25/2011
SALESPERSON DICK

EXPECTED SHIP DATE	SHIPPED VIA	F.O.B.	TERMS
Delivery Date 10/ 25/ 11	OUR TRUCK		NET 30 DAYS

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Zeiss Slit lamp 100/16		2,950.00
	S/ 95252		
	MOUNTED ON A USED INSTRUMENT TABLE		
	SLIT LAMP OPTICS CLEANED AND TESTED,		
2	MIDMARK 520 and 525 GURNEYS USED REFURBISHED	1,700.00	3,400.00
	WITH NEW PADS		
	S/ 520tAV75 and S/ 525TAW4268		
	6 MONTH WARRANTY		
	IF ITEM IS RETURNED WE CHARGE A 20% RESTOCKING		
	FEE !!! WE DON'T RETURN SHIPPING CHARGES !!!!		
	SUB TOTAL		6,350.00
	ONE DELIVERY OUR TRUCK		400.00
	SALES TAX		555.63
	TOTAL		7,305.63

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 978536 CAP
PKynell 10/31/11
FP&E Team Member / Other (If FP&E) Date
Project Manager (up to $50,000) Date
BP

PREPARED BY ACCEPTED BY DATE

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	00439307-01
Invoice Date	:	10/28/11
Amount	:	40,063.43
Terms	:	Statement date + 20 days
Due Date	:	11/18/11

RECEIVED
NOV 16 2011
FACILITIES DESIGN & CONSTRUCTION

Ship To:

Page 1 of 2

0094013512 PRESORT MAAD P1 C57 <B>
13512 1 MB 0.390

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

RECEIVED
NOV 04 2011

Hoag Urgent Care Anaheim MD
5634 E Santa Ana Canyon Rd
Robert Amster
Anaheim CA 92807

Cust # : 02611561	Ship Date : 10/28/11	Sls Ord # : 95536964
Cust P O # : BP2501	Ship Via : CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt : 10/28/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1069788	1	0	Ea	Demolizer II Waste System	5,895.0000	5,895.00	T
1206582	2	0	EA	IV Stand 2 Hook Steel Base 4 Leg	38.0100	76.02	T
5500827	2	0	Ea	Table Element Treatment 2030 Black	534.2800	1,068.56	T
3799896	3	0	1X1/Ea	Bucket Kick Brewer 4 Wheels SS 2 Part	163.9200	491.76	T
3017983	1	0	EA	Cart Utility ABS Plastic 200Lb Cap	157.8600	157.86	T
5501225	5	0	1/Ca	Stand Instrument Mayo 2Whl Cr Stl 34-53	126.4200	632.10	T
5502981	3	0	Ea	Step Stool 9" Rubber Top Chrome	37.9200	113.76	T
1012964	2	0	Ea	Step Stool w/Handrail	55.8800	111.76	T
5501126	7	0	Ea	Waste Can Step Plastic 52Qt White	77.7600	544.32	T
7118017	1	0	Ea	Burton Woods Light w/Magnifier	297.2300	297.23	T
1202923	1	0	Ea	Pulmo-Aide Nebulizer	66.8400	66.84	T
2843089	1	0	Ea	Optivisor W/Lens Plate DA-10	34.3800	34.38	T
2843062	1	0	Ea	Optivisor W/Lens Plate 2X 10" DA-4	33.2000	33.20	T
4329051	1	0	Ea	Mini Pulse Oximeter	217.0600	217.06	T
3868917	1	0	Ea	Sterilizer Ritter M11	4,464.7000	4,464.70	T
1797988	8	0	Ea	Stool Airlift w/Cushion Black	123.5200	988.16	T

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Continued on next Page

Tax ID # 11-3136595

BIANCA
FROM TAMI
FRT/SHP/DEL/HOLD
ITEMS NOT RECEIVED
NEED CHECK REQUEST
NEED P.O. NUMBER
PLEASE APPROVE FOR PAYMENT
P.O. CLOSED
QTY DIFFERENCE
PRICE DIFFERENCE
OTHER

Date: 11/7
A/P

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980865CAP

FF&E Team Member / Other (If FF&E) Date
Pamela Kynell
Project Manager (up to $50,000) Date
BP

010000261156100439307110010000040063431028113

Remit To: $40,063.43

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

Cust #	:	02611561
Invoice #	:	00439307-01
Invoice Date	:	10/28/11
Amount	:	40,063.43
Terms	:	Statement date + 20 days
Due Date	:	11/18/11

Please put your account number on the check.

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	00439307-01
Invoice Date	:	10/28/11
Amount	:	40,063.43
Terms	:	Statement date + 20 days
Due Date	:	11/18/11

Ship To: Page 2 of 2

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urgent Care Anaheim MD
5634 E Santa Ana Canyon Rd
Robert Amster
Anaheim CA 92807

Cust # : 02611561	Ship Date : 10/28/11	Sls Ord # : 95536964
Cust P O # : BP2501	Ship Via : CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt : 10/28/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
7669818	2	0	Ea	Base F/Table Exam Plvc Tilt Drawer Wa	811.7600	1,623.52	T
1082629	2	0	Ea	Uph 204/222/223 Seamless Black	372.4000	744.80	T
9537411	1	0	Ea	Ear Syringe w/Shield 3oz	154.3400	154.34	T
6429774	7	0	Ea	Waste Step-On White w/Plas Lin 24Gal	168.2200	1,177.54	T
2722413	1	0	EA	Papoose Board Infant 3-24Mo.	289.6400	289.64	T
1207984	1	0	Ea	Papoose Board Reg Size AGE 2-6	311.1600	311.16	T
1066626	1	0	Ea	Scale Professional Digital	298.9900	298.99	T
2416398	1	0	1/Bx	Pulse Oximtr Dura-Y Multi Snsr	235.9900	235.99	T
6350093	1	0	Ea	WheelChair Traveler 18"w/FR BL	212.8200	212.82	T
9030988	1	0	Ea	Scale Infant Digital	238.2600	238.26	T
1590730	1	0	Ea	Rocker Test Tube f/8Tubes	184.1800	184.18	T
7617874	1	0	Ea	PCR-100 PC Based Resting ECG Interpret	2,594.1200	2,594.12	T
4150544	1	0	Ea	Cart EKG w/o Cable Arm f/CP100/2	452.2100	452.21	T
1153179	1	0	Ea	CPWS Flex Arm & Shelf f/Cart	147.7200	147.72	T
1115788	1	0	Ea	Pedichek Spot Check	115.7600	115.76	T
5664393	1	0	Ea	Desk Charger W/Nicad 3.5V	364.1200	364.12	T
5668627	1	0	Ea	Solid State Portable Headlight	225.7400	225.74	T
4993429	2	0	Ea	Illuminator Cordless Kleenspec &ChargeSt	227.9100	455.82	T
1138643	1	0	Ea	Stand Mobile f/Spot LXI VSM300 w/Basket	293.4300	293.43	T
5226109	1	0	Ea	Spot Vital Sign w/NIBP/OX/Temp No Stand	1,986.3500	1,986.35	T
5668512	6	0	Ea	Coaxial Ophthalmoscope 3.5 Volt	192.3400	1,154.04	T
1488746	6	0	Ea	Macroview Otoscope Head 3.5V	165.6900	994.14	T
5663430	1	0	Ea	Thermoscan Pro4000 Thermometer	178.1100	178.11	T
1060360	1	0	Ea	Hemocue Glucose New Customer Promo	425.5700	425.57	T
1049292	1	0	Ea	Hemocue Hemoglobin Promo Q4-06	922.0300	922.03	T
1102294	1	0	2 Boxes	Powerheart AED G3 Semi-Automat 9146 Batt	1,288.6900	1,288.69	T
9815151	1	0	Ea	Table w/Receptacle PT/DW	4,575.0000	4,575.00	T
1065534	1	0	Ea	Table Treatment Black 24" Chrome Le	344.9800	344.98	T

Customer PO: BP2501
SALES CONSULTANT WEST ZONE 3 NEW ACCOUNTS
EQUIPMENT SPECIALIST OPEN
Work Order: WL10060508
STATEMENT DATE + 20 DAYS
LJ100511
CK/IN
s.w kevin johannaberg, cannot rels addr overrida on controls

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	37,181.78
Tax	2,881.65
Shipping & Handling	0.00
Total Amount	40,063.43

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Original Invoice

Invoice #	:	09740460-01
Invoice Date	:	10/12/11
Amount	:	5,421.94
Terms	:	Statement date + 20 days
Due Date	:	11/18/11

Address Service Requested

RECEIVED
OCT 25 2011

Ship To: Page 1 of 2

7066013215 PRESORT MAAD P1 C56 <B>
13215 1 MB 0.390

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

RECEIVED
OCT 25 2011
FACILITIES DESIGN
& CONSTRUCTION

Tama Construction MD
12 Hughes Ste 104
Irvine CA 926181951

Cust # : 02611561	Ship Date : 10/12/11	Sls Ord # : 95133903
Cust P O # : BP2501	Ship Via : CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt : 10/12/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
3957525	7	0	Ea	Dispens Towel CFold 15x11.25x4 Chrome	30.6900	214.83	T
6832129	2	0	Ea	Eyewash Sign Plastic	16.4200	32.84	T
1004286	2	0	Ea	Emergency Eyewash Unit Double	86.7700	173.54	T
3674249	7	0	Ea	Room Status Signal 7-Flag Customize	31.5500	220.85	T
1028344	8	0	Ea	Maxi-Dispenz Glove Box Holder Clear Tri	19.8700	158.96	T
5667227	6	0	Ea	Kleenspec Specula Dispenser 524 Serie	19.8200	118.92	T
5666000	5	0	Ea	Wall Transformer 3.5 Volt	354.8300	1,774.15	T
3860236	2	0	9'	Ritter 355 Single Ceiling Lite MinorSurg	1,168.9400	2,337.88	T

Customer PO: BP2501
SALES CONSULTANT WEST ZONE 3 NEW ACCOUNTS
EQUIPMENT SPECIALIST OPEN
Work Order: WL10060496
STATEMENT DATE + 20 DAYS
LJ100511
CK/IN

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Continued on next Page

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

010000261156109740460110010000005421941012118

Cust #	:	02611561
Invoice #	:	09740460-01
Invoice Date	:	10/12/11
Amount	:	5,421.94
Terms	:	Statement date + 20 days
Due Date	:	11/18/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	09740460-01
Invoice Date	:	10/12/11
Amount	:	5,421.94
Terms	:	Statement date + 20 days
Due Date	:	11/18/11

Ship To:

Page 2 of 2

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Tama Construction MD
12 Hughes Ste 104
Irvine CA 926181951

Cust # : 02611561	Ship Date : 10/12/11	Sls Ord # : 95133903
Cust P O # : BP2501	Ship Via : CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt : 10/12/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	5,031.97
Tax	389.97
Shipping & Handling	0.00
Total Amount	5,421.94

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980865CAP

Team Member / Other (If FF&E) Date
Pamela Kynell
Project Manager (up to $50,000) Date

BP

TO: BIANCA
FROM: TAMI
Date: 10/26/11
Date: A/P
A/P

FRT/SHP/DEL/HDLG
NOT RECEIVED
CHECK REQUEST
P.O. NUMBER
PLEASE APPROVE FOR PAYMENT
CLOSED PAYMENT
QTY DIFFERENCE
UNIT PRICE DIFFERENCE
OTHER DIFFERENCE

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Original Invoice

Invoice #	:	00461466-01
Invoice Date	:	10/31/11
Amount	:	1,147.06
Terms	:	Statement date + 20 days
Due Date	:	12/16/11

Address Service Requested

RECEIVED
NOV 15 2011

Ship To: Page 1 of 1

1734013117 PRESORT MAAD P1 C56 <B>
13117 1 MB 0.390

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urgent Care Anaheim MD
5630 E Santa Ana Canyon Rd
Robert Amster
Anaheim CA 928073126

Cust # : 02611561	Ship Date : 10/31/11	Sls Ord # : 95555011
Cust P O # : BP2501	Ship Via : CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt : 10/31/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
4490032	1	0	Ea	STAT Kit Z-1000	1,147.0600	1,147.06	
	STAT KIT Z-1000 NDC#: 00000000000						

Customer PO: BP2501

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	1,147.06
Tax	0.00
Shipping & Handling	0.00
Total Amount	1,147.06

Date: 11/17
A/P

APPROVED FOR PAYMENT
Project No. 126966 P.O. No. 980865CAV

FF&E Team Member / Other (If FF&E) Date

Pamela Kynell
Project Manager (up to $50,000) Date

BP

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

01000026115610046146611001000000114706103111 3

Cust #	:	02611561
Invoice #	:	00461466-01
Invoice Date	:	10/31/11
Amount	:	1,147.06
Terms	:	Statement date + 20 days
Due Date	:	12/16/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

Owens & Minor

QUOTE

455 S Brea Canyon Rd
City of Industry, CA 91789
909-444-6500
909-468-0802

INVOICE NO.
DATE
CUSTOMER ID Hoag urgent care. Anaheim
EXPIRATION DATE

TO Pamela

REFCO FF&E Quote
Project# 12896
Account Code ~~13460~~ 13435
Cost Center 8783

Acct Mgr	Contact #	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	Quote expires
		OM truck	FOB Origin			7/1/11

QTY	MFG NAME	MFG STOCK#	O&M PART#	DESCRIPTION	UOM/Factor	UNIT PRICE
1	Summit	al750		Under counter refrigerator	1/ea	$560.00
				Est freight $140.00		
				tax $49.00		

Delivering The Difference

CUSTOMER'S ORIGINAL INVOICE

CONFIDENTIAL PROPERTY OF SYSCO

Good things come from **Sysco**

SYSCO LOS ANGELES, INC.
20701 EAST CURRIER ROAD
WALNUT, CA. 91789
PHONE: 909-595-9595
TOLL FREE 1-800-800-1199

HOAG MEM HOSP-MATL MGMT HM
1 HOAG DR
MAIN REC DOCK/ACCOUNTING DNP
NEWPORT BEACH CA 92658

949-764-8196

HOAG MEMORIAL HOSP PC
1 HOAG DRIVE
NEWPORT BEACH CA 92658

DELV. DATE	CUSTOMER	INVOICE NUMBER		PAGE
11/01/11	425603	111010905	3	1
TRUCK STOP /000				
ROUTE	PURCHASE ORDER 992145-0-CAP/9040880			

TERMS - PAST DUE BALANCES ARE SUBJECT TO SERVICE CHARGE
MONTHLY-DUE 10TH OF NEXT MONTH
MANIFEST# DROP-SHIP
MA: S414 HEIDI EVANS
DRIVER:

LOC	QTY	SLT	ORT	PACK	SIZE	ITEM DESCRIPTION	ITEM CODE	UNIT PRICE	TAX AMOUNT	EXTENDED PRICE	TAX	PI	INVOICE ADJUSTMENTS CODE	QTY
						WANT TO ACCESS YOUR SYSCO ACCOUNT ON-LINE, 24/7? RETRIEVE INVOICES AND CREDITS ON-LINE? DEMO THE SYSCO ACCOUNT CENTER AT WWW.SYSCOACCOUNTCENTER.COM/VIDEO								
						P.O. 27848970								
						DEL TO MAIN REC								
						DOCK MAT MGMT								
						**** SUPPLY & EQUIPMENT ****								
D	1	UN		1EA		BUNN BREWER COFF POUR OVER 2 W 13300.0002 DROP-SHIP	7411721	282.03	21.86	282.03 *				
D	1	CS		1EACH		NONPROD CHARGE FREIGHT FREIGHT DROP-SHIP	8085565	12.20		12.20				
D	2	EA		1EA		BUNN BREWER COFFEE BLK DECNTR 06100.0101 DROP-SHIP	8290967	15.46	1.20	30.92 *				
						****GROUP TOTAL****				325.15				
									TAX	24.26				
						GROUP TOTALS SUMMARY: **** SUPPLY & EQUIPMENT ****				*325.15				
						ORDER SUMMARY : 5105								

TO: Pinnen
FROM:
SHP/DEL/HDLG
NOT RECEIVED
CHECK REQUEST
P.O. NUMBER
APPROVE FOR PAYMENT
CLOSED
QTY DIFFERENCE
UNIT PRICE DIFFERENCE
OTHER

Date: 11/17
A/P

APPROVED FOR PAYMENT
Project No. 129966 P.O. No. 992145-0-CAP

FF&E Team Member / Other (If FF&E) Date
Pamela Kinnell Dec 8, 2011
Project Manager (up to $50,000) Date

CASES	SPLIT	TOT.PCS.	CUBE	GROSS WT.
4		4	1.7	29
4		4	1.7	29

OPEN: 7:00 AM CLOSE: 5:00 PM

REMIT TO:
SYSCO LOS ANGELES, INC.
PO BOX 1508
WALNUT, CA 91788-1508

SUB TOTAL	325.15
TAX TOTAL	24.26
INVOICE TOTAL	349.41

LAST PAGE

DRIVER'S SIGN

NO. PCS DELVD.

CUST. SIGN X SIGNED INVOICE EVIDENCES RECEIPT OF ALL ITEMS.

NO. PCS REC.

PAYABLE ON OR BEFORE 12/10/11

IMPORTANT PACA PROVISION - THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SOLD SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5(C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930 (7 U.S.C. 499E (C)). THE SELLER OF THESE COMMODITIES RETAINS A TRUST CLAIM OVER THESE COMMODITIES, ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED.

EXHIBIT 140 PAGE 7 OF 62 PAGES
Page 7 of 62

140

RECEIVED
NOV 01 2011
FACILITIES DESIGN & CONSTRUCTION

Invoice

Christopher's inc.

2720 South Croddy Way
Santa Ana, CA 92704
Voice 714-444-4336
Fax 714-444-4337

Date	Invoice #
10/27/2011	50007

Bill To

HOAG
HOAG HOSPITAL
ATTN:ACCTS PAYABLE
500 SUPERIOR AVE. SUITE 300
NEWPORT BEACH, CA 92663

Ship To

HOAG URGENT CARE ANAHEIM
5630 E. SANTA ANA CANYON
ANAHEIM, CA 92807

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
CARE ANAHEIM	NET 30 Days		10/27/2011	COMMON C...		

Quantity	Item Code	Description	Price Each	Amount
2	FPHOAG	HOAG 28"X28" FRAMED PICTURE	140.00	280.00T
15	FPHOAG	HOAG 32"X32" FRAMED PICTURE	145.00	2,175.00T
2	AR	HOAG POTTED ORCHIDS	140.00	280.00T
1	DELIVERY	DELIVERY & INSTALLATION	425.00	425.00
		ORANGE NNEW	7.75%	211.96

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 9946830AP
FF&E Team Member / Other (If FF&E) Date 11/1/11
Project Manager (up to $50,000) Date

Total $3,371.96

PO# 480577 OSS

RECEIVED
NOV 04 2011
FACILITIES D...

RECEIVED
OCT 31 2011

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11OC222-IN
INVOICE DATE: 10/20/2011

WORK ORDER NO: X-RAY/DIG.EQUI
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag Hospital. Attn: A/P
500 Superior Avenue
Suite 200
Newport Beach, CA 92663

SHIP TO:
Hoag Urgent Care-Anaheim Hills
5634 Santa Ana Canyon
Anaheim, CA 92808

125966-18460

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT
SUMMIT X-RAY/FUJI DIGITAL EQUP	EACH	1.00	60,646.00	60,646.00

SUPPLY AND INSTALL X-RAY EQUIPMENT
MANUFACTURED BY SUMMIT
HIGH-FREQUENCY GENERATOR SPECTRA 30 HF (NEW)
. ANATOMICALLY PROGRAMMED HIGH-FREQUENCY GENERATOR WITH THE FOLLOWING STANDARD FEATURES:
. 30 KW RATING
. ANATOMICALLY PROGRAMMED
. 125 KVP
. DIGITAL DISPLAY

X-RAY TUBE (NEW)
. 140,000 HEAT UNIT, 1.0X2.0 MM FOCAL SPOTS
. 180 DEGREE HORNS

ELEVATING 4 WAY FLOAT TOP TABLE (USED)
. ELECTRIC LOCKS
. FLAT 84" TABLE TOP
. BUCKY WITH 10:1 RATIO 103 LINE GRID

ROTATIONAL TUBESTAND (USED)
. FLOOR TO CEILING OR FLOOR TO WALL MOUNTED
. 10' FOOT TRACKS
. ELECTRIC LOCKS
. 9" OF TRANSVERSE TRAVEL & 180 DEGREE COLUMN ROTATION
. FITS IN CEILING HEIGHTS OF 93" TO 124"

WALL STAND (USED)
. FULLY COUNTERBALANCED CASSETTE HOLDER, W/FRONT PANEL
. 17"X17" GRID CABINET

Bianca P.
PLEASE APPROVE FOR PAYMENT
AND RETURN TO Patricia

CONTINUED

INVOICE

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11OC222-IN
INVOICE DATE: 10/20/2011

WORK ORDER NO: X-RAY/DIG.EOUI

CUSTOMER NO: 0H00244

TERMS: Upon Receipt

SOLD TO:
Hoag Hospital. Attn: A/P
500 Superior Avenue
Suite 200
Newport Beach, CA 92663

SHIP TO:
Hoag Urgent Care-Anaheim Hills
5634 Santa Ana Canyon
Anaheim, CA 92808

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT

. GRID 10:1 RATIO 178 LINE

COLLIMATOR (USED)
. MANUAL COLLIMATOR WITH SWIVEL MOUNT

CABLES (USED)
. 20" HIGH VOLTAGE CABLES
. FEDERAL TERMINATIONS

X-RAY WARRANTY:
ONE (1) YEAR LABOR
ONE (1) YEAR TABLE, TUBESTAND,WALLSTAND
AND COLLIMATOR
FIVE (5) YEARS PARTS ON GENERATOR
FIVE (5) YEARS PRO-RATED ON TUBE

SUPPLY AND INSTALL NEW DIGITAL CR EQUIPMENT
MANUFACTURED BY FUJI

CR XL-2 PRIVATE PRACTICE
. 72 IMAGES PER HOUR
. AUTOMATIC PLATE LOADING
. AUTOMATIC INTEGRATED ERASING
. FDA APPROVED

CASSETTES
. TWO (2) 14X17 CASSETTES WITH IMAGING PLATES
. TWO (2) 10X12 CASSETTES WITH IMAGING PLATES

COMPUTER
. ONE (1) PC WITH 160 GB HD 1 GB RAM
. WINDOWS XP PROFESSIONAL
. KEYBOARD + MOUSE

CONTINUED

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11OC222-IN
INVOICE DATE: 10/20/2011

WORK ORDER NO: X-RAY/DIG.EQUI
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag Hospital. Attn: A/P
500 Superior Avenue
Suite 200
Newport Beach, CA 92663

SHIP TO:
Hoag Urgent Care-Anaheim Hills
5634 Santa Ana Canyon
Anaheim, CA 92808

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT

MONITOR
. ONE (1) HIGH RESOLUTION
. 20" FLAT SCREEN

CR CART
. CASSETTE CADDY

CR XC-2 PRIVATE PRACTICE
. 94 IMAGES PER HOUR
. AUTOMATIC PLATE LOADING
. AUTOMATIC INTEGRATED ERASING
. FDA APPROVED

CASSETTES
. TWO (2) 14X17 CASSETTES WITH IMAGING PLATES
. TWO (2) 10X12 CASSETTES WITH IMAGING PLATES

COMPUTER
. ONE (1) PC WITH 160 GB HD 1 GB RAM
. WINDOWS XP PROFESSIONAL
. KEYBOARD + MOUSE

INSTALLATION AND TRAINING
2 PROFESSIONAL SERVICE DAYS OF INSTALLATION
AND APPLICATION TRAINING

WARRANTY - FUJI XL-2 CR SYSTEM:
. 1 YEAR PARTS
. DELL PC: 1-YEAR FROM DELL
. 1 YEAR ON IMAGING PLATES
. 1 YEAR HARDWARE
. 1 YEAR SOFTWARE

ACCESSORIES
. (1) APRON RACK
. (1) LEAD APRON

CONTINUED

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11OC222-IN
INVOICE DATE: 10/20/2011

WORK ORDER NO: X-RAY/DIG.EQUI
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag Hospital. Attn: A/P
500 Superior Avenue
Suite 200
Newport Beach, CA 92663

SHIP TO:
Hoag Urgent Care-Anaheim Hills
5634 Santa Ana Canyon
Anaheim, CA 92808

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT
. (1) BODY CALIPER				
. SET POSITIONING WEDGES				
. MARKER SET (R & L)				
. GONADAL GUARD (3 IN SET)				

APPROVED FOR PAYMENT
☐ Discount Available · Pay ASAP
Project No. 125966 P.O. No. 9803776P

Pamela Kynell FF&E Team Member/Director	(If FF&E)	Date
Bill Quiram Project Manager	(up to $50,000)	Date
Director of Construction	($50,000 and Over)	Date
Vice President, FD&C	(Over $500,000)	Date
Gregg Zoll Other		Date

BP

WE SELL/SERVICE DIGITAL X-RAY EQUIPMENT
****WE ALSO SELL FILM/X-RAY SUPPLIES****

Net Invoice:	60,646.00
Freight:	1,000.00
Sales Tax:	4,700.07
Invoice Total:	66,346.07

GALENMD SYSTEMS INC
www.galenmd.com

Invoice

Date: 4/18/2011

Invoice # 11-1043

Bill To:

Hoag Urgent Care-Anaheim Hills
18231 Irvine Blvd. Suite 204
Tustin, CA 92780

Account #	P.O. No.	Terms	Project
YNGU5700-A			

Item	Description	Qty	Rate	Amount
Software	GalenMDAI Pm and EMR software systems	1	10,900.00	10,900.00T

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 9748205P

FF&E Team Member / Other (If FF&E) Date

Bill Quiram Jan 25, 2012
Project Manager (up to $50,000) Date

BP

Sales Tax (9.75%)	$1,062.75
Total:	**$11,962.75**
Payments/Credits	$0.00
Balance Due	**$11,962.75**

Allscripts™

PROFORMA INVOICE

Invoice No: Proforma/3511
Date: 5/23/2011
Order No:
Shipper ID:
Order Type:
Customer ID: 73511
Project ID: 100123535P

8529 Six Forks Road, Raleigh, NC 27615
Remit To: 24630 Network Place
Chicago, IL 60673-1246
FED ID# 56-1306083

BILL TO:	SHIP TO:
Hoag One Hoag Drive Bldg 44 Suite 195 Newport Beach, CA 92663	Your Neighborhood Urgent Care 18231 Irvine Blvd #204 Tustin, CA 92780

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO
ORDER DATE	**TERMS**	**SALESPERSON**	**SITE**
	DUE UPON RECEIPT		

PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	PRICE	EXT. PRICE
50% of Hardware & Software Hardware & Software 330,539.16					165,269.58

RERCO FF&E Quote
Project# 126966
Account Code 3410
Cost Center Varies

35,946.14
~~35,944.14~~
per Cost Center (5)

APPROVED FOR PAYMENT
Project No. 126966 P.O. No. 978018 CAF
FF&E Team Member / Other (If FF&E) — Date 5/31/11
Project Manager (up to $50,000) — Date 6/1/11
BP

Sales Total	165,269.58
Misc. Charges	0.00
Tax Total	14,461.09
Less Paid Amount	0.00
TOTAL	~~$185,209.08~~ 179,730.67

Please include your customer number on your check when remitting payment.
Please send any correspondence to 8529 Six Forks Road, Raleigh NC 27615 or contact us at (800) 877-5678 option 3.

Note: Service hours are billed separately as incurred.

2,892.22 tax per cost center (5)

INVOICE

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

REFCO FF&E Quote
Project# 125966
Account Code 13460
Cost Center 8783

INVOICE NUMBER: 11JN087-IN
INVOICE DATE: 06/17/2011

WORK ORDER NO: 180436 SHIELD
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag Urgent Care
500 Superior Avenue
Suite 300
Newport Beach, CA 92663

SHIP TO:
Anaheim Hills Urgent Care
5634 Santa Ana Canyon
Anaheim, CA 92808

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT
X-RAY SHIELDING REPORT	HR.	1.00	700.00	700.00

SHIELDING REPORT --- NEW ROOM FORMAT
ANAHEIM HILLS URGENT CARE

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 990090CAP
FF&E Team Member / Other (If FF&E) Date 8/9/11
Project Manager (up to $50,000) Date 8/9/11
BP

WE SELL/SERVICE DIGITAL X-RAY EQUIPMENT
****WE ALSO SELL FILM/X-RAY SUPPLIES****

Net Invoice:	700.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	700.00

INVOICE

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11AP157-IN
INVOICE DATE: 04/05/2011

WORK ORDER NO: 180831 SHIELD
CUSTOMER NO: 0Y00071
TERMS: Upon Receipt

SOLD TO:
Your Neighborhood Urgent Care
18231 Irvine Blvd.
Suite 204
Tustin, CA 92780

SHIP TO:
Anaheim Hills Urgent Care
5634 Santa Ana Canyon
Anaheim, CA 92808

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT
X-RAY SHIELDING REPORT	HR.	1.00	700.00	700.00

1st Report

APPROVED FOR PAYMENT
Project No. 126966 P.O. No. 998821CAP
P. Keynelle 12/10/11
FF&E Team Member / Other (if FF&E) Date
Project Manager (up to $50,000) Date

BP

Net Invoice:	700.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	700.00

tangram.

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

Invoice

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
399161	10/21/11	SQ#343063	238190		BRIAN CASTELLANOS

SOLD TO: Accounts Payable
Your Neighborhood Urgent Care
18231 Irvine Blvd
Suite 204
Tustin, CA 92780

P: 1.714.389.5700
F: 1.714.389.6473

SHIP TO: CLYDE TAMANAHA
TAMA CONSTRUCTION
C/O YOUR NEIGHBORHOOD URGENT
12 HUGHES STE 104
Irvine, CA 92618

P: 1.949.310.5827

Due Date: 11/20/201

Terms: NET DUE 30 DAYS YOU005
Quote: 343657

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
8	1.00 T	4084A PETERPEPPE 4000 MAGAZINE RACK 4-POCKET PPC BACK KEYHOLE DESIGN SLOT MOUNTING BACK PANEL FINISH: CHOCOLATE FRONT PANEL FINISH: TAUPE MATALLIC Tag For: To be installed side by side to look like four pocket view Qty Description 1 WAITING	310.50	310.50
9	5.00 T	4081A PETERPEPPE 4000 MAGAZINE RACK 1-POCKET PPC BACK KEYHOLE DESIGN SLOT MOUNTING 12 3/4"W X 14"H X 2 1/2"D BACK PANEL FINISH:CHOCOLATE FRONT PANEL FINISH: TAUPE METALLIC Tag For: Qty Description 5 EXAM ROOMS 1-5	78.19	390.95

10125

INVOICE TOTALS

Sub Total	701.45
ORANGE COUNTY TAX	54.36
Please Pay This Amount:	755.81

*******End of Invoice*******

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 998828CAP
P. Kayhere 12/10/4
FF&E Team Member / Other (If FF&E) Date
Project Manager (up to $50,000) Date
BP

SEARS COMMERCIAL ONE
PO BOX 689131
IRVING, TX 75063-0859

HOAG MEMORIAL HOSPITAL
ACCTS PAYABLE
PO BOX 6100
NEWPORT BEACH CA 92658-6100

76246

1080.175000
125966.13435

Information		Transaction 1 of 1
Payment Due Date: 12/06/11	**Purchase Location:** AUGUSTA	**Statement Date:** 11/11/11
Name: HOAG MEMORIAL HOSPITAL		**Customer PO #:** 978299-0-CAP
Invoice #: 6828422	**Invoice Amount:** $1,778.98	**Sears Order #:** SO04779407
Invoice Date: 10/26/11	**Cardholder Name:** HOAG MEMORIAL HOSPITAL	**Purchase Card #:** 5405532001831140

Ship to Address: Hoag Urgent Care Anaheim
ANAHEIM , CA

11-23-11

Quantity	SKU/Description	Unit Price	Total Price
1	02640272000 KM 3.5 FL,WASHER	$504.00	$504.00
1	02680272000 KM 7.3 ELE,C DRYER	$504.00	$504.00
1	02649388000 30AMP, 4WR,4F ELEC. CORD	$10.00	$10.00
1	02649608000 DRYER EXHST,	$5.00	$5.00
1	02617002000 STACKING, KIT	$19.00	$19.00
1	04661821000 18 CU FT, TOP MOUNT	$479.00	$479.00
1	02079152000 1.5CUFT SE,NSOR TCP CMO W	$130.00	$130.00

Payment Address: SEARS COMMERCIAL ONE
PO BOX 689131
DES MOINES IA 50368-9131

For Customer Service Call: 1-800-599-9712

Total Price:	$1,651.00
Tax:	$127.98
Delivery:	$0.00
Grand Total:	$1,778.98

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 978299CAP
P. Kynice 12/16/11
FF&E Team Member / Other (If FF&E) Date
Project Manager (up to $50,000) Date
BP

EXHIBIT C

INDIVIDUAL EQUPMENT

HOAG URGENT HUNTINGTON HARBOUR

VENDOR	AMOUNT
1. Tangram	19,040.29
2. Angelus Medical	7,340.63
3. Henry Schein	12,629.39
4. Henry Schein	2,519.07
5. Henry Schein	7,431.20
6. Sears Contract	1,751.18
7. Owens & Minor	754.25
8. Sysco	349.41
9. Christopher's	2,601.09
10 .Gram X-ray	66,346.07
11 Galen	11,853.75
12. Allscrips	35,946.14
14. Henry Schein	266.19
14 .Gram X-ray	700.00
15. Henry Schein	120.68
16. Henry Schein	2,681.46
17. Henry Schein	237.96
18. Tangram	759.45
19. Henry Schein	254.89
20. Henry Schein	1,412.18
21. Henry Schein	6,194.52
22. Henry Schein	2,638.47
23. Henry Schein	1,452.05
24. Henry Schein	225.80
25. Henry Schein	(120.68)
26. Henry Schein	1,087.54
27. Henry Schein	1,146.06
28. Henry Schein	6,516.87
29. Tangram	3,300.27
TOTAL	**197,436.18**

Loan Amortization Schedule

	Enter values
Loan amount	$ 197,436.18
Annual interest rate	6.00 %
Loan period in years	10
Number of payments per year	12
Start date of loan	10/1/2011
Optional extra payments	$ -

	Loan summary
Scheduled payment	$ 2,191.95
Scheduled number of payments	120
Actual number of payments	120
Total early payments	$ -
Total interest	$ 65,597.39

Lender name: Hoag Urgent Care Huntington Hai

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	11/1/2011	$ 197,436.18	$ 2,191.95	$ -	$ 2,191.95	$ 1,204.77	$ 987.18	$ 196,231.41	$ 987.18
2	12/1/2011	196,231.41	2,191.95	-	2,191.95	1,210.79	981.16	195,020.63	1,968.34
3	1/1/2012	195,020.63	2,191.95	-	2,191.95	1,216.84	975.10	193,803.78	2,943.44
4	2/1/2012	193,803.78	2,191.95	-	2,191.95	1,222.93	969.02	192,580.85	3,912.46
5	3/1/2012	192,580.85	2,191.95	-	2,191.95	1,229.04	962.90	191,351.81	4,875.36
6	4/1/2012	191,351.81	2,191.95	-	2,191.95	1,235.19	956.76	190,116.63	5,832.12
7	5/1/2012	190,116.63	2,191.95	-	2,191.95	1,241.36	950.58	188,875.26	6,782.71
8	6/1/2012	188,875.26	2,191.95	-	2,191.95	1,247.57	944.38	187,627.69	7,727.08
9	7/1/2012	187,627.69	2,191.95	-	2,191.95	1,253.81	938.14	186,373.88	8,665.22
10	8/1/2012	186,373.88	2,191.95	-	2,191.95	1,260.08	931.87	185,113.81	9,597.09
11	9/1/2012	185,113.81	2,191.95	-	2,191.95	1,266.38	925.57	183,847.43	10,522.66
12	10/1/2012	183,847.43	2,191.95	-	2,191.95	1,272.71	919.24	182,574.72	11,441.90
13	11/1/2012	182,574.72	2,191.95	-	2,191.95	1,279.07	912.87	181,295.65	12,354.77
14	12/1/2012	181,295.65	2,191.95	-	2,191.95	1,285.47	906.48	180,010.18	13,261.25
15	1/1/2013	180,010.18	2,191.95	-	2,191.95	1,291.90	900.05	178,718.28	14,161.30
16	2/1/2013	178,718.28	2,191.95	-	2,191.95	1,298.35	893.59	177,419.93	15,054.89
17	3/1/2013	177,419.93	2,191.95	-	2,191.95	1,304.85	887.10	176,115.08	15,941.99
18	4/1/2013	176,115.08	2,191.95	-	2,191.95	1,311.37	880.58	174,803.71	16,822.57
19	5/1/2013	174,803.71	2,191.95	-	2,191.95	1,317.93	874.02	173,485.78	17,696.58
20	6/1/2013	173,485.78	2,191.95	-	2,191.95	1,324.52	867.43	172,161.27	18,564.01
21	7/1/2013	172,161.27	2,191.95	-	2,191.95	1,331.14	860.81	170,830.13	19,424.82
22	8/1/2013	170,830.13	2,191.95	-	2,191.95	1,337.80	854.15	169,492.33	20,278.97
23	9/1/2013	169,492.33	2,191.95	-	2,191.95	1,344.48	847.46	168,147.85	21,126.43
24	10/1/2013	168,147.85	2,191.95	-	2,191.95	1,351.21	840.74	166,796.64	21,967.17
25	11/1/2013	166,796.64	2,191.95	-	2,191.95	1,357.96	833.98	165,438.68	22,801.15
26	12/1/2013	165,438.68	2,191.95	-	2,191.95	1,364.75	827.19	164,073.92	23,628.35
27	1/1/2014	164,073.92	2,191.95	-	2,191.95	1,371.58	820.37	162,702.35	24,448.72
28	2/1/2014	162,702.35	2,191.95	-	2,191.95	1,378.43	813.51	161,323.91	25,262.23
29	3/1/2014	161,323.91	2,191.95	-	2,191.95	1,385.33	806.62	159,938.58	26,068.85
30	4/1/2014	159,938.58	2,191.95	-	2,191.95	1,392.25	799.69	158,546.33	26,868.54
31	5/1/2014	158,546.33	2,191.95	-	2,191.95	1,399.21	792.73	157,147.12	27,661.27
32	6/1/2014	157,147.12	2,191.95	-	2,191.95	1,406.21	785.74	155,740.90	28,447.01
33	7/1/2014	155,740.90	2,191.95	-	2,191.95	1,413.24	778.70	154,327.66	29,225.71
34	8/1/2014	154,327.66	2,191.95	-	2,191.95	1,420.31	771.64	152,907.35	29,997.35
35	9/1/2014	152,907.35	2,191.95	-	2,191.95	1,427.41	764.54	151,479.95	30,761.89

Case 8:17-bk-11457-TA Doc 1-2 Filed 10/03/17 Entered 10/03/17 10:52:29 Desc Main Document Page 125 of 200

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
36	10/1/2014	151,479.95	2,191.95	-	2,191.95	1,434.55	757.40	150,045.40	31,519.29
37	11/1/2014	150,045.40	2,191.95	-	2,191.95	1,441.72	750.23	148,603.68	32,269.52
38	12/1/2014	148,603.68	2,191.95	-	2,191.95	1,448.93	743.02	147,154.75	33,012.53
39	1/1/2015	147,154.75	2,191.95	-	2,191.95	1,456.17	735.77	145,698.58	33,748.31
40	2/1/2015	145,698.58	2,191.95	-	2,191.95	1,463.45	728.49	144,235.13	34,476.80
41	3/1/2015	144,235.13	2,191.95	-	2,191.95	1,470.77	721.18	142,764.35	35,197.98
42	4/1/2015	142,764.35	2,191.95	-	2,191.95	1,478.12	713.82	141,286.23	35,911.80
43	5/1/2015	141,286.23	2,191.95	-	2,191.95	1,485.52	706.43	139,800.71	36,618.23
44	6/1/2015	139,800.71	2,191.95	-	2,191.95	1,492.94	699.00	138,307.77	37,317.23
45	7/1/2015	138,307.77	2,191.95	-	2,191.95	1,500.41	691.54	136,807.36	38,008.77
46	8/1/2015	136,807.36	2,191.95	-	2,191.95	1,507.91	684.04	135,299.45	38,692.81
47	9/1/2015	135,299.45	2,191.95	-	2,191.95	1,515.45	676.50	133,784.01	39,369.31
48	10/1/2015	133,784.01	2,191.95	-	2,191.95	1,523.03	668.92	132,260.98	40,038.23
49	11/1/2015	132,260.98	2,191.95	-	2,191.95	1,530.64	661.30	130,730.34	40,699.53
50	12/1/2015	130,730.34	2,191.95	-	2,191.95	1,538.29	653.65	129,192.04	41,353.18
51	1/1/2016	129,192.04	2,191.95	-	2,191.95	1,545.99	645.96	127,646.06	41,999.14
52	2/1/2016	127,646.06	2,191.95	-	2,191.95	1,553.72	638.23	126,092.34	42,637.37
53	3/1/2016	126,092.34	2,191.95	-	2,191.95	1,561.48	630.46	124,530.86	43,267.83
54	4/1/2016	124,530.86	2,191.95	-	2,191.95	1,569.29	622.65	122,961.56	43,890.49
55	5/1/2016	122,961.56	2,191.95	-	2,191.95	1,577.14	614.81	121,384.43	44,505.30
56	6/1/2016	121,384.43	2,191.95	-	2,191.95	1,585.02	606.92	119,799.40	45,112.22
57	7/1/2016	119,799.40	2,191.95	-	2,191.95	1,592.95	599.00	118,206.45	45,711.22
58	8/1/2016	118,206.45	2,191.95	-	2,191.95	1,600.91	591.03	116,605.54	46,302.25
59	9/1/2016	116,605.54	2,191.95	-	2,191.95	1,608.92	583.03	114,996.62	46,885.28
60	10/1/2016	114,996.62	2,191.95	-	2,191.95	1,616.96	574.98	113,379.66	47,460.26
61	11/1/2016	113,379.66	2,191.95	-	2,191.95	1,625.05	566.90	111,754.61	48,027.16
62	12/1/2016	111,754.61	2,191.95	-	2,191.95	1,633.17	558.77	110,121.43	48,585.93
63	1/1/2017	110,121.43	2,191.95	-	2,191.95	1,641.34	550.61	108,480.10	49,136.54
64	2/1/2017	108,480.10	2,191.95	-	2,191.95	1,649.55	542.40	106,830.55	49,678.94
65	3/1/2017	106,830.55	2,191.95	-	2,191.95	1,657.79	534.15	105,172.76	50,213.09
66	4/1/2017	105,172.76	2,191.95	-	2,191.95	1,666.08	525.86	103,506.67	50,738.95
67	5/1/2017	103,506.67	2,191.95	-	2,191.95	1,674.41	517.53	101,832.26	51,256.49
68	6/1/2017	101,832.26	2,191.95	-	2,191.95	1,682.79	509.16	100,149.47	51,765.65
69	7/1/2017	100,149.47	2,191.95	-	2,191.95	1,691.20	500.75	98,458.28	52,266.40
70	8/1/2017	98,458.28	2,191.95	-	2,191.95	1,699.66	492.29	96,758.62	52,758.69
71	9/1/2017	96,758.62	2,191.95	-	2,191.95	1,708.15	483.79	95,050.47	53,242.48
72	10/1/2017	95,050.47	2,191.95	-	2,191.95	1,716.69	475.25	93,333.77	53,717.73
73	11/1/2017	93,333.77	2,191.95	-	2,191.95	1,725.28	466.67	91,608.50	54,184.40
74	12/1/2017	91,608.50	2,191.95	-	2,191.95	1,733.90	458.04	89,874.59	54,642.44
75	1/1/2018	89,874.59	2,191.95	-	2,191.95	1,742.57	449.37	88,132.02	55,091.82
76	2/1/2018	88,132.02	2,191.95	-	2,191.95	1,751.29	440.66	86,380.73	55,532.48
77	3/1/2018	86,380.73	2,191.95	-	2,191.95	1,760.04	431.90	84,620.69	55,964.38
78	4/1/2018	84,620.69	2,191.95	-	2,191.95	1,768.84	423.10	82,851.85	56,387.48
79	5/1/2018	82,851.85	2,191.95	-	2,191.95	1,777.69	414.26	81,074.16	56,801.74
80	6/1/2018	81,074.16	2,191.95	-	2,191.95	1,786.58	405.37	79,287.58	57,207.11
81	7/1/2018	79,287.58	2,191.95	-	2,191.95	1,795.51	396.44	77,492.08	57,603.55
82	8/1/2018	77,492.08	2,191.95	-	2,191.95	1,804.49	387.46	75,687.59	57,991.01
83	9/1/2018	75,687.59	2,191.95	-	2,191.95	1,813.51	378.44	73,874.08	58,369.45
84	10/1/2018	73,874.08	2,191.95	-	2,191.95	1,822.58	369.37	72,051.51	58,738.82
85	11/1/2018	72,051.51	2,191.95	-	2,191.95	1,831.69	360.26	70,219.82	59,099.08

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
86	12/1/2018	70,219.82	2,191.95	-	2,191.95	1,840.85	351.10	68,378.97	59,450.18
87	1/1/2019	68,378.97	2,191.95	-	2,191.95	1,850.05	341.89	66,528.92	59,792.07
88	2/1/2019	66,528.92	2,191.95	-	2,191.95	1,859.30	332.64	64,669.62	60,124.72
89	3/1/2019	64,669.62	2,191.95	-	2,191.95	1,868.60	323.35	62,801.02	60,448.07
90	4/1/2019	62,801.02	2,191.95	-	2,191.95	1,877.94	314.01	60,923.08	60,762.07
91	5/1/2019	60,923.08	2,191.95	-	2,191.95	1,887.33	304.62	59,035.74	61,066.69
92	6/1/2019	59,035.74	2,191.95	-	2,191.95	1,896.77	295.18	57,138.98	61,361.86
93	7/1/2019	57,138.98	2,191.95	-	2,191.95	1,906.25	285.69	55,232.73	61,647.56
94	8/1/2019	55,232.73	2,191.95	-	2,191.95	1,915.78	276.16	53,316.94	61,923.72
95	9/1/2019	53,316.94	2,191.95	-	2,191.95	1,925.36	266.58	51,391.58	62,190.31
96	10/1/2019	51,391.58	2,191.95	-	2,191.95	1,934.99	256.96	49,456.59	62,447.27
97	11/1/2019	49,456.59	2,191.95	-	2,191.95	1,944.66	247.28	47,511.93	62,694.55
98	12/1/2019	47,511.93	2,191.95	-	2,191.95	1,954.39	237.56	45,557.54	62,932.11
99	1/1/2020	45,557.54	2,191.95	-	2,191.95	1,964.16	227.79	43,593.38	63,159.90
100	2/1/2020	43,593.38	2,191.95	-	2,191.95	1,973.98	217.97	41,619.40	63,377.86
101	3/1/2020	41,619.40	2,191.95	-	2,191.95	1,983.85	208.10	39,635.56	63,585.96
102	4/1/2020	39,635.56	2,191.95	-	2,191.95	1,993.77	198.18	37,641.79	63,784.14
103	5/1/2020	37,641.79	2,191.95	-	2,191.95	2,003.74	188.21	35,638.05	63,972.35
104	6/1/2020	35,638.05	2,191.95	-	2,191.95	2,013.76	178.19	33,624.29	64,150.54
105	7/1/2020	33,624.29	2,191.95	-	2,191.95	2,023.82	168.12	31,600.47	64,318.66
106	8/1/2020	31,600.47	2,191.95	-	2,191.95	2,033.94	158.00	29,566.52	64,476.66
107	9/1/2020	29,566.52	2,191.95	-	2,191.95	2,044.11	147.83	27,522.41	64,624.49
108	10/1/2020	27,522.41	2,191.95	-	2,191.95	2,054.33	137.61	25,468.08	64,762.11
109	11/1/2020	25,468.08	2,191.95	-	2,191.95	2,064.61	127.34	23,403.47	64,889.45
110	12/1/2020	23,403.47	2,191.95	-	2,191.95	2,074.93	117.02	21,328.54	65,006.46
111	1/1/2021	21,328.54	2,191.95	-	2,191.95	2,085.30	106.64	19,243.24	65,113.11
112	2/1/2021	19,243.24	2,191.95	-	2,191.95	2,095.73	96.22	17,147.51	65,209.32
113	3/1/2021	17,147.51	2,191.95	-	2,191.95	2,106.21	85.74	15,041.30	65,295.06
114	4/1/2021	15,041.30	2,191.95	-	2,191.95	2,116.74	75.21	12,924.56	65,370.27
115	5/1/2021	12,924.56	2,191.95	-	2,191.95	2,127.32	64.62	10,797.23	65,434.89
116	6/1/2021	10,797.23	2,191.95	-	2,191.95	2,137.96	53.99	8,659.27	65,488.87
117	7/1/2021	8,659.27	2,191.95	-	2,191.95	2,148.65	43.30	6,510.62	65,532.17
118	8/1/2021	6,510.62	2,191.95	-	2,191.95	2,159.39	32.55	4,351.23	65,564.72
119	9/1/2021	4,351.23	2,191.95	-	2,191.95	2,170.19	21.76	2,181.04	65,586.48
120	10/1/2021	2,181.04	2,191.95	-	2,181.04	2,170.14	10.91	0.00	65,597.39

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REMIT TO:
P.O. BOX 51206
LOS ANGELES, CA 90051-0206

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

Invoice

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
398238	10/7/2011	984691-0-CAP	238160	9/15/2011	BRIAN CASTELLANOS

SOLD TO: ACCOUNTS PAYABLE
HOAG MEMORIAL HOSPITAL
P. O. BOX 6100
Newport Beach, CA 92663

P: 1.949.764.4405
F: 1.949.574.4443

SHIP TO: JENNIFER KIINDARIUS
HOAG MEMORIAL HOSPITAL
5355 WARNER AVE STE 102
Huntington Beach, CA 92649

P: 1.714.389.5700 X1020

Due Date: 11/6/2011

Terms: CPO#/NET 30 DAYS HOA300

Quote: 341092

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	7.00 T	TS37602 STEELCASE Chair-Sawyer, Guest, Wood, Fully Assembled FRAME :3762 FC/OP DARK WALNUT UPHLSTRY:5999 MISC FABRIC MOMENTUM TEXTILES, INC. Purchaser: VENDOR Pattern: MARQUEE Color: BAYSHORE Appl Direction: HORIZONTAL Tag For: Qty Description 5 EXAM, XRAY 2 OBSERVATION	259.00	1,813.00
2	7.00 T	YARD(S) TANGRAMINT MOMENTUM, BAYSHORE 09112640	31.25	218.75
3	5.00 T	YS84 OFFICEMAST YES SERIES PNEUMATIC, TILT EZ BACK HEIGHT ADJUSTMENT, TILTING BACKREST, ROCKING TILT, FORWARD TILTING, TENSION KNOB, MESH BACK, SEAT SLIDER, INFINITE FOWARD TILTING. FABRIC:GRADE 3 STAGE, GREASE 3V53 ARMS: KR-200 HEIGHT AND WIDTH ADJUSTABLE AND REMOVABLE T ARMS WITH NATURAL GRIP FULL ASSEMBLED Tag For: 2237-3 Qty Description 2 RECEPTION 101 1 DOC 119 2 BILLING/MGR 108	297.50	1,487.50

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P.O. BOX 512068
LOS ANGELES, CA 90051-0206

CORPORATE OFFICE:
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SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
398238	10/7/2011	984691-0-CAP	238160	9/15/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
4	2.00 T	YS75 OFFICEMAST YES SERIES TASK STOOL PNEUMATIC, MESH BACK, SEAT SLIDER, TILT BACK, HEAVY DUTY METAL BASE, 20"CHROME FOOT RING, FABRIC:GRADE 3, STAGE, GREASE 3V53 ARMS: KR-200 HEIGHT AND WIDTH ADJUSTABLE AND REMOVABLE T ARMS WITH NATURAL GRIP FULL ASSEMBLED Tag For: Qty Description 2 DOC LAB 109	347.50	695.00
6	1.00 T	TS4TLDR36 STEELCASE Top-Round Table, Low Pressure Laminate, 36" Diameter EDGE :6037 WINTER ON MAPLE TOP-SURF:25L1 WINTER ON MAPLE LPL Tag For: Qty Description 1 BREAK 118	118.57	118.57
7	1.00 T	TS4TBASE22 STEELCASE Base-22" Diameter BASE :7207 BLACK Tag For: Qty Description 1 BREAK 118	129.27	129.27
8	1.00 T	TS37101 STEELCASE Chair-Domino, Stacker, Armless, 4 Per Pack Tag For: QTY TAG: 4 BREAK 118	202.74	202.74
11	1.00 T	A121.BLKC CHERRYMANI AMBER COLLECTION CREDENZA, RECTANGULAR LEFT DIMENSIONS: 30" X 60" FINISH: BLACK CHERRY Tag For: D3060 Qty Description 1 DR OFFICE	108.59	108.59
12	1.00 T	A824.BLKC CHERRYMANI AMBER COLLECTION RETURN, SHELL - RIGHT DIMENSIONS: 24"D X 48"W X 29"H FINISH: BLACK CHERRY Tag For: R2448R Qty Description 1 DR OFFICE	88.11	88.11
14	1.00 T	A828.BLKC CHERRYMANI STORAGE BOOKCASE 2-SHELF	100.14	100.14

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P.O. BOX 51206
LOS ANGELES, CA 90051-0206

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SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
398238	10/7/2011	984691-0-CAP	238160	9/15/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		DIMENSIONS: 15"D X 35.5"W X 242"H FINISH: BLACK CHERRY		
	Tag For:	Qty Description 1 DOC 119		
15	1.00 T	CHAIR-31 CHERRYMANI CHERRY MAN CHAIR-31 WOOD GUEST CHAIR, FULLY UPHOLSTERED 23"W x 23"D x 32.5"H FINISH: BLACK CHERRY STANDARD CHERRYMAN FABRIC (ONLY 1 STANDARD FABRIC OPTION ALLOWED)	136.23	136.23
	Tag For:	Qty Description 1 DR 119		
16	1.00 T	A831.BLKC CHERRYMANI AMBER COLLECTION STORAGE PED, BOX/BOX/FILE FINISH: BLACK CHERRY	137.85	137.85
	Tag For:	Qty Description 1 DR		
17	1.00 T	7875FLTL GLOBALINDU CITI SERIES LOUNGE CHAIR WITH TABLET ON LEFT, METAL TUBULAR LEGS; FULLY UPHOLSTERED FIXED SEAT AND BACK CUSHIONS TABLET FINISH: S405 BLACK LEG FINISH: BLACK OUTSIDE OF CHAIR FABRIC: GRADE 4 SOFTHIDE COLOR: S035 COCOA INSIDE OF CHAIR FABRIC: GRADE 4 ALLANTE COLOR: A27E MED. BEIGE 30"W X 31"D X 30"H	676.66	676.66
	Tag For:	Qty Description 1 WAITING		
18	4.00 T	4713 ARCADIACHA SILERO THREE-SEATER UNIT OPEN ARM, PARTIAL UPHOLSTERED BACK UPHOLSTERY: TWO-TONE APPLICATION SEATS: GRADE 3 MOMENTUM VARIO COLOR: MACCHIATTO BACKS: GRADE 3 MOMENTUM MARQUEE COLOR: BAYSHORE FINISH: #22 CARAMEL BEECH 63 3/4"W x 24-1/2"D x 33-3/4"H SEAT HT. 18" ARM HT. 26-3/4"	1,134.20	4,536.80
	Tag For:	Qty Description 4 WAITING		

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P.O. Box 51220
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SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
398238	10/7/2011	984691-0-CAP	238160	9/15/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
19	3.00 T	4765 ARCADIACHA SILERO SQUARE TABLE DIMENSIONS: 24"L X 24"W X 20"H Tag For: Qty Description 3 WAITING	360.28	1,080.84
22	1.00 T	9336-2R1H GLOBALINDU 9300 SERIES 2DRAWER LATERAL FILE ONE RECEDING DOOE W/ROLL-OUT SHELF & ONE DRAWER FIXED FRONT. SIDE TO SIDE HANGING FILE BARS INCLUDED DIMENSIONS: 18"D X 36"W X 27 1/8"H FINISH: LGR LIGHT GREY Tag For: LF236	349.25	349.25
23	2.00 T	TS2PBBF22U STEELCASE Pedestal-Box/Box/File, Under Worksurface, 22"D BASIC :4798 STERLING METALLIC KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS HDL PULL HANDLE PULL PULL PULL NICKEL *PULL:NICKEL 9211 NICKEL TSPED *OPT:TS PED OPTION FILE DIV FILE DRAWER DIVIDER (PKG of 2 Tag For: BBF	238.50	477.00
24	2.00 T	TS2PFF22U STEELCASE Pedestal-File/File, Under Worksurface, 22"D BASIC :4798 STERLING METALLIC KEYS :SK PLUG OPTIONS * * OPTIONS * * PULLS *OPT:PULL OPTIONS HDL PULL HANDLE PULL PULL PULL NICKEL *PULL:NICKEL 9211 NICKEL TSPED *OPT:TS PED OPTION FILE DIV FILE DRAWER DIVIDER (PKG of 2 Tag For: FF	228.00	456.00
25	2.00 T	TSATH2711 STEELCASE Leg-H, 11"Wx27"H BASIC :4798 STERLING METALLIC Tag For: WHLEG11 Qty Description 2 BILLING	83.50	167.00

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Invoice

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
398238	10/7/2011	984691-0-CAP	238160	9/15/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
26	2.00 T	TSATP27 STEELCASE Leg-Post, Full Height, 27"H, No Casters BASIC :4798 STERLING METALLIC Tag For: WPS Qty Description 2 BILLING	62.50	125.00
27	1.00 T	TSATTIE STEELCASE Tie Plates-Package/6 Tag For: TIE	44.50	44.50
28	1.00 T	TSAWLR2448 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x48 EDGE :6676 MARBLED MAPLE TOP-SURF:262L MARBLED MAPLE LPL Tag For: W2448 Qty Description 1 BILLING	94.50	94.50
29	1.00 T	TSAWLR2454 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x54 EDGE :6676 MARBLED MAPLE TOP-SURF:262L MARBLED MAPLE LPL Tag For: W2454 Qty Description 1 BILLING	107.50	107.50
30	1.00 T	TSAWLR2460 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x60 EDGE :6676 MARBLED MAPLE TOP-SURF:262L MARBLED MAPLE LPL Tag For: W2460 Qty Description 1 BILLING	118.50	118.50
31	1.00 T	TSAWLR2466 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x66 EDGE :6676 MARBLED MAPLE TOP-SURF:262L MARBLED MAPLE LPL Tag For: W2466 Qty Description 1 BILLING	128.50	128.50
32	1.00 T	FEE INSTALLATION OF HUNTINGTON URGENT CARE	$4,073.00	$4,073.00

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Invoice

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SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
398238	10/7/2011	984691-0-CAP	238160	9/15/2011	BRIAN CASTELLANOS

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount

INVOICE TOTALS

Sub Total	17,670.80
ORANGE COUNTY TAX	1,369.49
Please Pay This Amount:	19,040.29

*******End of Invoice*******

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 984691/CAS

FF&E Team Member / Other (If FF&E)	Date
Pamela Kynell	Dec 20, 2011
Project Manager (up to $50,000)	Date

BP

INVOICE

50800

ACCRUED

SEP 2011

125966-13435

ANGELUS MEDICAL & OPTICAL Co; Inc.
13007 S. WESTERN AVE., GARDENA, CA 90249
(310) 769-6060 • (213) 383-4141 • FAX (310) 769-1999
Email: angelusmed@msn.com
Web site: http://www.angelusmedical.com

RECEIVED
SEP 19 2011

SOLD TO: HOAG MEMORIAL HOSPITAL PRESBYTERIAN
ONE HOAG DRIVE
~~P.O. BOX 6100~~
NEWPORT BEACH CA 92658
PAMELA KYNELL

SHIP TO: HOAG URGENT CARE HUNTINGTON HARBOR
5355 WARNER AVE STE 102
HUNTINGTON BEACH CA 92649
PAMELA CELL 949)355-9162

DATE	PURCHASE ORDER NO.	ORDERED BY	PHONE	TERMS	SHIP VIA
9/14/11	978535CAP	KIP KULA	949)764-4457	NET 30	O/TRUCK

ORDERED	SHIPPED	DESCRIPTION	B/O	UNIT PRICE	AMOUNT
1	1	ZEISS SLIT LAMP MOUNTED ON A USED INSTRUMENT TABLE		2,950.00	2,950.00
		SLIT LAMP OPTICS CLENAED AND TESTED S/N 121919			
2	2	MIDMARK 545 GURNEYS USED REFURBISHED WITH NEW PADS		1,700.00	3,400.00
		s/n TEX002235			
		004159			

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 978535CAP

FF&E Team Member / Other (If FF&E)		Date
Project Manager	(up to $50,000)	Date

6 MONTH WARRANTY
9/27/11
(Bianca / Pamela)

PLEASE APPROVE FOR PAYMENT
AND RETURN TO Patricia

BP

SUB TOTAL	6,350.00
DELIVERY	400.00
SALES TAX	590.63
LABOR	
HANDLING & SHIPPING	
TOTAL	7,340.63
DEPOSIT	
BALANCE DUE	

"Notice - We cannot be responsible for delays incident to strikes, vacations or other contingencies beyond our control."
"Notice - The undersigned for himself, or herself, or itself, or as agent(s), employee(s), or representative(s), of the owner, hereby jointly and severally agree with the Seller, Angelus Medical & Optical Co., Inc., that the goods and merchandise received from the Seller are the property of said Seller and shall remain such until the full amount of money due to Seller in payment for said goods or merchandise shall be paid, at which time and not until then, the title shall pass to Buyer.
And further, that the undersigned holds said goods simply as bailee for Angelus Medical & Optical Co., Inc., and shall not remove said goods from the place where delivered without first obtaining written consent from the Seller and that the aforesaid Seller or its agents may enter the premises of undersigned and/or owner for the purpose of taking possession of said goods and merchandise upon refusal or default of payment of said Buyer.
Buyer further agrees to notify Angelus Medical & Optical Co., Inc., in writing of any defect or mistake with respect to any and all merchandise or goods delivered within ten (10) days from the receipt of same. The failure of the undersigned and/or the owner to do so shall necessitate a waiver of any and all rights and defenses of the undersigned to claim such a defect or mistake in the future.
In the event legal action is instituted to enforce the terms and conditions of this sales contract, it is agreed and understood that all attorney's fees and Court costs shall be the sole expense of the Buyer."
There will be a 20% restocking or rehandling charge for any returned item Within 10 Days. - No returns after 10 Days.
A charge of 1 ½ % per month will be added to the unpaid balance of all past due accounts.

SIGNATURE OF PURCHASER

PAYMENT DUE UPON RECEIPT OF THIS INVOICE

HENRY SCHEIN®

Original Invoice

Invoice #	:	01772866-01
Invoice Date	:	09/13/11
Amount	:	12,629.39
Terms	:	Invoice Date + 30 days
Due Date	:	10/13/11

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

ACCRUED
SEP - - 2011

RECEIVED
SEP 27 2011

Ship To: Page 1 of 1

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/13/11	Sls Ord # : 94398546
Cust P O # : 980861-0-CAP	Ship Via : CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt : 09/13/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
5500569	1	0	Ea	Table Exam, Access 6500 Black	3,989.0000	3,989.00	T
3017983	1	0	EA	Cart Utility ABS Plastic 200Lb Cap	157.8600	157.86	T
3868917	1	0	Ea	Sterilizer Ritter M11	4,464.7000	4,464.70	T
1797988	6	0	Ea	Stool Airlift w/Cushion Black	123.5200	741.12	T
7669818	2	0	Ea	Base F/Table Exam Pivc Tilt Drawer Wa	811.7600	1,623.52	T
1082629	2	0	Ea	Uph 204/222/223 Seamless Black	372.4000	744.80	T

Customer PO: 980861-0-CAP
SALES CONSULTANT WEST ZONE 3 NEW ACCOUNTS
EQUIPMENT SPECIALIST OPEN
Work Order: WL09092070
NET 30
CK090911

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	11,721.00
Tax	908.39
Shipping & Handling	0.00
Total Amount	12,629.39

APPROVED FOR PAYMENT

Tax ID # 11-3136595 Project No. 125966 P.O. No. 980861CAP

Pamela Kynell
FF&E Team Member / Other (If FF&E) Date

Bill Quiram
Project Manager (up to $50,000) Date BP

Remittance Section

HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097017728661100100000126293909131112

Cust #	:	02496097
Invoice #	:	01772866-01
Invoice Date	:	09/13/11
Amount	:	12,629.39
Terms	:	Invoice Date + 30 days
Due Date	:	10/13/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

Original Invoice

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Invoice #	:	04463890-01
Invoice Date	:	08/26/11
Amount	:	2,519.07
Terms	:	Invoice Date + 30 days
Due Date	:	09/25/11

Address Service Requested

Ship To:

Page 1 of 1

RECEIVED
SEP 06 2011

RECEIVED
SEP 08 2011
FACILITIES DESIGN & CONSTRUCTION

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Tama Construction Inc MD
12 Hughes Ste 104
Irvine CA 926181951

Cust # : 02496097	Ship Date : 08/26/11	Sls Ord # : 94018447
Cust P O # : 980861-0-CAP	Ship Via : CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt : 08/26/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
3860236	2	0	9'	Ritter 355 Single Ceiling Lite MinorSurg	1,168.9400	2,337.88	T

Customer PO: 980861-0-CAP
SALES CONSULTANT KIP KULA
EQUIPMENT SPECIALIST OPEN
Work Order: WL08244426
NET 30
PR082411

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

Sub-Total	2,337.88
Tax	181.19
Shipping & Handling	0.00
Invoice Total	2,519.07

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

TO: BIANCA
FROM: TAMA
SHIP/DEL/HDLG
ITEMS NOT RECEIVED
CHECK REQUEST
P.O. NUMBER
APPROVE FOR PAYMENT
CANCELED
DIFFERENCE
DIFFERENCE

9/8 Date
A/P

125966
13435

Tax ID # 11-3136595

Remittance Section

HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861CAP
Pamela Kynell
FF&E Team Member / Other (If FF&E) Date
Michael C Parris
Project Manager (up to $50,000) Date
Remit To:

010000249609704463890110010000002519070826111

Cust #	:	02496097
Invoice #	:	04463890-01
Invoice Date	:	08/26/11
Amount	:	2,519.07
Terms	:	Invoice Date + 30 days
Due Date	:	09/25/11

Please put your account number on the check.

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

Original Invoice

Invoice #	:	09651939-01
Invoice Date	:	09/14/11
Amount	:	7,431.20
Terms	:	Invoice Date + 30 days
Due Date	:	10/14/11

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

RECEIVED SEP 27 2011

ACCRUED SEP [illegible] 2011

Ship To: Page 1 of 2

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/14/11	Sls Ord # : 94341479
Cust P O # : 980861-0-CAP	Ship Via : Truck	Sls Ord Dt : 09/14/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1206582	2	0	EA	IV Stand 2 Hook Steel Base 4 Leg	39.8100	79.62	T
	** special contract price **						
5501225	5	0	1/Ca	Stand Instrument Mayo 2Whl Cr Stl 34-53	126.6900	633.45	T
	** special contract price **						
5502981	3	0	Ea	Step Stool 9" Rubber Top Chrome	40.2400	120.72	T
	** special contract price **						
1012964	2	0	Ea	Step Stool w/Handrail	56.0000	112.00	T
	** special contract price **						
7118017	1	0	Ea	Burton Woods Light w/Magnifier	297.2300	297.23	T
1102294	1	0	2 Boxes	Powerheart AED G3 Semi-Automat 9146 Batt	1,218.0800	1,218.08	T
1202923	1	0	Ea	Pulmo-Aide Nebulizer	66.8400	66.84	T
2843089	1	0	Ea	Optivisor W/Lens Plate DA-10	36.4100	36.41	T
	** special contract price **						
2843062	1	0	Ea	Optivisor W/Lens Plate 2X 10" DA-4	35.1600	35.16	T
	** special contract price **						
1207984	1	0	Ea	Papoose Board Reg Size AGE 2-6	311.1600	311.16	T

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Continued on next Page

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097096519391100100000074312009141119

Cust #	:	02496097
Invoice #	:	09651939-01
Invoice Date	:	09/14/11
Amount	:	7,431.20
Terms	:	Invoice Date + 30 days
Due Date	:	10/14/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

Original Invoice

Invoice #	:	09651939-01
Invoice Date	:	09/14/11
Amount	:	7,431.20
Terms	:	Invoice Date + 30 days
Due Date	:	10/14/11

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Ship To: Page 2 of 2

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/14/11	Sls Ord # : 94341479
Cust P O # : 980861-0-CAP	Ship Via : Truck	Sls Ord Dt : 09/14/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1066626	1	0	Ea	Scale Professional Digital	298.9900	298.99	T
8606519	1	0	ea	Dura-y Multi-Sensor D-YS	235.9900	235.99	T
5664393	1	0	Ea	Desk Charger W/Nicad 3.5V	364.1200	364.12	T
4993429	2	0	Ea	Illuminator Cordless Kleenspec &ChargeSt	233.6000	467.20	T
	** special contract price **						
1138643	1	0	Ea	Stand Mobile f/Spot LXI VSM300 w/Basket	293.4300	293.43	T
5668512	8	0	Ea	Coaxial Ophthalmoscope 3.5 Volt	192.3400	1,154.04	T
1488748	6	0	Ea	Macroview Otoscope Head 3.5V	165.6900	994.14	T
5663430	1	0	Ea	Thermoscan Pro4000 Thermometer	178.1100	178.11	T
105W399	1	0	MSDS	Material Safty Data Sheets BURDIC	0.0000	0.00	

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.
This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	6,896.69
Tax	534.51
Shipping & Handling	0.00
Total Amount	7,431.20

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861CAP
Pamela Kynell
FF&E Team Member / Other (If FF&E) Date
Bill Quiram
Project Manager (up to $50,000) Date
BP

Sears Commercial One

SEARS COMMERCIAL ONE
PO BOX 630859
IRVING, TX 75063-0859

RECEIVED
OCT 24 2011
FACILITIES DESIGN & CONSTRUCTION

Page 3 of 4

HOAG MEMORIAL HOSPITAL
ACCTS PAYABLE
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Information		Transaction 1 of 2
Payment Due Date: 11/07/11	**Purchase Location:** AUGUSTA	**Statement Date:** 10/13/11
Name: HOAG MEMORIAL HOSPITAL		**Customer PO #:** 978297-0-CAP
Invoice #: 6766674	**Invoice Amount:** $1,751.18	**Sears Order #:** SO04728398
Invoice Date: 09/14/11	**Cardholder Name:** HOAG MEMORIAL HOSPITAL	**Purchase Card #:** 5405532001831140

Ship to Address: Hoag Urgent Care
HUNTINGTON BEACH , CA

Quantity	SKU/Description	Unit Price	Total Price
1	02649032000 3.5 CU. FT,KM WASHER	$480.00	$480.00
1	02689032000 7.3 CU FT,KM ELECTRIC DRY	$480.00	$480.00
1	02649388000 30AMP, 4WR,4F ELEC. CORD	$10.00	$10.00
1	02649608000 DRYER EXHST,	$5.00	$5.00
1	02638071000 CHROME STA,CKING KIT	$18.00	$18.00
1	04661821000 18 CU FT, TOP MOUNT	$479.00	$479.00
1	02079152000 1.5CUFT SE,NSOR TCP CMO W	$130.00	$130.00

Payment Address: SEARS COMMERCIAL ONE
PO BOX 689131
DES MOINES IA 50368-9131

For Customer Service Call: 1-800-599-9712

Total Price:	$1,602.00
Tax:	$124.18
Delivery:	$25.00
Grand Total:	$1,751.18

1880 · 125,000
125966 · 13435
10.21.11 PLS APPROVE

APPROVED FOR PAYMENT CAP
Project No. 125966 P.O. No. 978297

PK Pamela Kynell Oct 24, 2011
FF&E Team Member / Other (if FF&E) Date

BQ Bill Quiram Oct 24, 2011
Project Manager (up to $50,000) Date

****** INVOICE ******

OWENS & MINOR 01615999
FILE NO. 53523
LOS ANGELES, CA 90074-3523

OWENS & MINOR DISTRIBUTION, INC
EIN 54-2049200
****
PHONE: (909) 444-6500
FAX: (909) 468-9770
****
WE APPRECIATE YOUR BUSINESS.
THANK YOU FOR YOUR ORDER!
****

Owens&Minor
TEL 909-444-6500 1

NET 15

SHIPPED TO
FAXED
HOAG MEMORIAL HOSP PRESBYTER
HOAG URGENT CARE-HUNTINGTON B
5905 WARNER AVE
HUNTINGTON BEACH CA 92649

SOLD TO
HOAG MEMORIAL HOSPITAL
ONE HOAG DRIVE
P.O. BOX 6100
ATTN: ACCOUNTS PAYABLE
NEWPORT BEACH CA 92658

1080.13500
125966.13435

INVOICE NO.	CUSTOMER P.O. NUMBER
5221944	978188-0-CAP
ITEM DATE	ORDER DATE
09/15/11	06/10/11
DATE SHIPPED	SALES ORDER NUMBER
09/15/11	06156-11
SHIPPED VIA	
1083535	

CUSTOMER		REPRESENTATIVE
403100-000	.00	6505

B/O	ORDER	SENT	PACKAGE	PRODUCT	ITEM DESCRIPTION	PRICE	EXTENSION	LNE
	1	1	EA1	56410AL750	REFRIGERATOR WHITE UNDER COUNTER	560.0000	560.00	2
	1				*****************************	0.0000	0.00	3
	1				D75 FROM SUMMIT	0.0000	0.00	4
	1				SHIP VIA TRUCK	0.0000	0.00	5
	1				CUST TO PAY ALL FRT CHARGES	0.0000	0.00	6
	1				*****************************	0.0000	0.00	7
	1				DROP SHIP REASON: CC	0.0000	0.00	8

RECEIVED
SEP 26 2011
FACILITIES DESIGN & CONSTRUCTION

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 978188-CAP
P. Lynell 9/26/11
FF&E Team Member / Other (If FF&E) Date
C. Brooks 9/26/11
Project Manager (up to $50,000) Date

02:53

Codes (found to the right of the unit price):
N, L, or R - Non-taxable
E or F - Taxed at Reduced Rate
Z - Delivered Manufacturer-owned Product

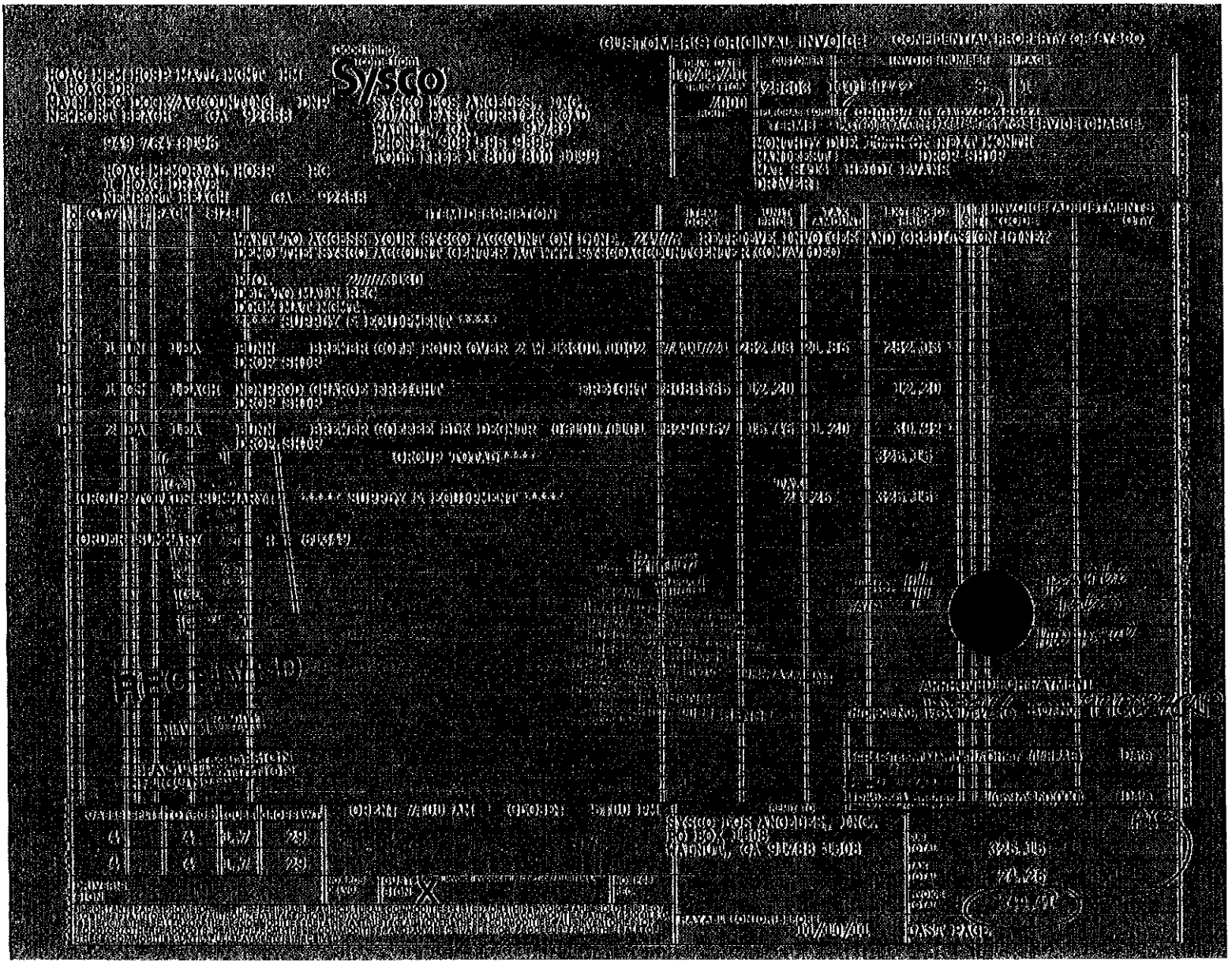
SUBTOTAL	560.00
7.7% SALES TAX	54.25
FRGHT & HNDLNG	140.00
TOTAL	754.25

A service charge not to exceed 1.5% per month (18% per annum), or the maximum allowed by law will be assessed on balances not paid within terms.

AA/EEO, M/F/D/V

851001936 ©2006, Moore Wallace, All rights reserved. -0867

128A (Rev. 5/05)



GUSTOMER'S ORIGINAL INVOICE — CONFIDENTIAL PROPERTY OF SYSCO

Goodthings come from Sysco

HOAG MEM HOSP MAT'L MGMT HM
1 HOAG DR
MAIN REC DOCK/ACCOUNTING DNR
NEWPORT BEACH CA 92658

949 764 8196

SYSCO LOS ANGELES, INC.
20701 EAST CURRIER ROAD
WALNUT, CA 91789
PHONE: 909 595 9595
TOLL FREE 1 800 800 1199

HOAG MEMORIAL HOSP RC
1 HOAG DRIVE
NEWPORT BEACH CA 92658

DELV DATE	CUSTOMER	INVOICE NUMBER	PAGE
10/16/11	928603	1001 [illegible]	1

TRUCK STOP 4800

PURCHASE ORDER [illegible]
TERMS [illegible] SERVICE CHARGE
MONTHLY DUE [illegible] OR NEXT MONTH
MAIN [illegible] DROP SHIP
MAT [illegible] HEIDI EVANS
DRIVER

QTY	PACK	SIZE	ITEM DESCRIPTION	ITEM CODE	UNIT PRICE	TAX AMOUNT	EXTENDED PRICE	INVOICE ADJUSTMENTS CODE	QTY
			WANT TO ACCESS YOUR SYSCO ACCOUNT ON LINE, 24/7/? RETRIEVE INVOICES AND CREDITS ON LINE? DEMO THE SYSCO ACCOUNT CENTER AT WWW.SYSCOACCOUNTCENTER.COM/VIDEO						
			PHO. 2/////3130 DOC TO MAIN REC DOCK MAT MGMT. ***** SUPPLY & EQUIPMENT *****						
D 1	UN	1EA	BUNN BREWER COFF POUR OVER 2 W 13300.0002 DROP SHIP	7/10/21	282.03	21.86	282.03		
D 1	CS	1EACH	NONPROD CHARGE FREIGHT DROP SHIP	FREIGHT	8086565	12.20	12.20		
D 2	EA	1EA	BUNN BREWER COFFEE BLK DECNTR 06100.0101 DROP SHIP	8290967	15.46	1.20	30.92		
			GROUP TOTAL *****				325.15		
			GROUP TOTALS SUMMARY ***** SUPPLY & EQUIPMENT *****			TAX 21.26	325.15		
			ORDER SUMMARY [illegible]						

RECEIVED

ARRANGED FOR PAYMENT

CASES	SPLIT	TOTAL CASES	CUBE	GROSS WT
4		4	1.7	29
4		4	1.7	29

OPEN 7:00 AM CLOSE 5:00 PM

REMIT TO
SYSCO LOS ANGELES, INC.
PO BOX 1608
WALNUT, CA 91788 1608

SUB TOTAL 325.15
TAX TOTAL 21.26
INVOICE TOTAL [illegible]

PAYABLE CONTROL PERIOD 10/10/11

DAST PAGE

Invoice

Christopher's inc.

2720 South Croddy Way
Santa Ana, CA 92704
Voice 714-444-4336
Fax 714-444-4337

Date	Invoice #
9/22/2011	49926

Bill To	Ship To
HOAG HOAG HOSPITAL ATTN: LESLIE MARTINEZ/CHRISTINA NAVA 500 SUPERIOR AVE. SUITE 300 NEWPORT BEACH, CA 92663	HOAG URGENT CARE 5355 WARNER AVE. STE 102 HUNTINGTON BEACH, CA

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
JENNIFER	NET 30 Days		9/22/2011	DELIVERY &...		

Quantity	Item Code	Description	Price Each	Amount
2	FP1	LARGE DIGITAL PRINTS	165.67	331.34T
10	FP1	MEDIUM DIGITAL PRINTS	145.00	1,450.00T
2	AR	POTTED TABLE TOP PLANTS	140.00	280.00T
1	DELIVERY	DELIVERY & INSTALLATION	380.00	380.00
		ORANGE NNEW	7.75%	159.75

Total $2,601.09

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

RECEIVED
SEP 27 2011
FACILITIES DESIGN & CONSTRUCTION

INVOICE

INVOICE NUMBER: 11SE066-IN
INVOICE DATE: 09/20/2011

PO# 980367CAP

WORK ORDER NO: X-RAY/DIG.EQUI
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag Urgent Care
500 Superior Avenue
Suite 300
Newport Beach, CA 92663

SHIP TO:
Hoag Urgent Care-HuntingtonBch
5355 Warner Avenue
Huntington Beach, CA 92648

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT
SUMMIT X-RAY/FUJI DIGITAL EQUP	EACH	1.00	60,646.00	60,646.00

SUPPLY AND INSTALL X-RAY EQUIPMENT
MANUFACTURED BY SUMMIT
HIGH-FREQUENCY GENERATOR SPECTRA 30 HF(NEW)
. ANATOMICALLY PROGRAMMED HIGH-FREQUENCY GENERATOR WITH THE FOLLOWING STANDARD FEATURES:
. 30 KW RATING
. ANATOMICALLY PROGRAMMED
. 125 KVP
. DIGITAL DISPLAY

X-RAY TUBE (NEW)
. 140,000 HEAT UNIT, 1.0X2.0 MM FOCAL SPOTS
. 180 DEGREE HORNS

ELEVATING 4 WAY FLOAT TOP TABLE (USED)
. ELECTRIC LOCKS
. FLAT 84" TABLE TOP
. BUCKY WITH 10:1 RATIO 103 LINE GRID

ROTATIONAL TUBESTAND (USED)
. FLOOR TO CEILING OR FLOOR TO WALL MOUNTED
. 10' FOOT TRACKS
. ELECTRIC LOCKS
. 9" OF TRANSVERSE TRAVEL & 180 DEGREE COLUMN ROTATION
. FITS IN CEILING HEIGHTS OF 93" TO 124"

WALL STAND (USED)
. FULLY COUNTERBALANCED CASSETTE HOLDER, W/FRONT PANEL
. 17"X17" GRID CABINET

CONTINUED

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11SE066-IN
INVOICE DATE: 09/20/2011

WORK ORDER NO: X-RAY/DIG.EQUI
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag Urgent Care
500 Superior Avenue
Suite 300
Newport Beach, CA 92663

SHIP TO:
Hoag Urgent Care-HuntingtonBch
5355 Warner Avenue
Huntington Beach, CA 92648

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT

. GRID 10:1 RATIO 178 LINE

COLLIMATOR (USED)
. MANUAL COLLIMATOR WITH SWIVEL MOUNT

CABLES (USED)
. 20" HIGH VOLTAGE CABLES
. FEDERAL TERMINATIONS

X-RAY WARRANTY:
ONE (1) YEAR LABOR
ONE (1) YEAR TABLE, TUBESTAND,WALLSTAND
AND COLLIMATOR
FIVE (5) YEARS PARTS ON GENERATOR
FIVE (5) YEARS PRO-RATED ON TUBE

SUPPLY AND INSTALL NEW DIGITAL CR EQUIPMENT
MANUFACTURED BY FUJI

CR XL-2 PRIVATE PRACTICE
. 72 IMAGES PER HOUR
. AUTOMATIC PLATE LOADING
. AUTOMATIC INTEGRATED ERASING
. FDA APPROVED

CASSETTES
. TWO (2) 14X17 CASSETTES WITH IMAGING PLATES
. TWO (2) 10X12 CASSETTES WITH IMAGING PLATES

COMPUTER
. ONE (1) PC WITH 160 GB HD 1 GB RAM
. WINDOWS XP PROFESSIONAL
. KEYBOARD + MOUSE

CONTINUED

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11SE066-IN
INVOICE DATE: 09/20/2011

WORK ORDER NO: X-RAY/DIG.EQUI
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag Urgent Care
500 Superior Avenue
Suite 300
Newport Beach, CA 92663

SHIP TO:
Hoag Urgent Care-HuntingtonBch
5355 Warner Avenue
Huntington Beach, CA 92648

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT

MONITOR
. ONE (1) HIGH RESOLUTION
. 20" FLAT PANEL

CR CART
. CASSETTE CADDY

CR XC-2 PRIVATE PRACTICE
. 94 IMAGES PER HOUR
. AUTOMATIC PLATE LOADING
. AUTOMATIC INTEGRATED ERASING
. FDA APPROVED

CASSETTES
. TWO (2) 14X17 CASSETTES WITH IMAGING PLATES
. TWO (2) 10X12 CASSETTES WITH IMAGING PLATES

COMPUTER
. ONE (1) PC WITH 160 GB HD 1 GB RAM
. WINDOWS XP PROFESSIONAL
. KEYBOARD + MOUSE

INSTALLATION AND TRAINING
2 PROFESSIONAL SERVICE DAYS OF INSTALLATION
AND APPLICATION TRAINING

WARRANTY - FUJI XL-2 CR SYSTEM:
. 1 YEAR PARTS
. DELL PC: 1-YEAR FROM DELL
. 1 YEAR ON IMAGING PLATES
. 1 YEAR HARDWARE
. 1 YEAR SOFTWARE

ACCESSORIES
. (1) APRON RACK
. (1) LEAD APRON

CONTINUED

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11SE066-IN
INVOICE DATE: 09/20/2011

WORK ORDER NO: X-RAY/DIG.EQUI
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag Urgent Care
500 Superior Avenue
Suite 300
Newport Beach, CA 92663

SHIP TO:
Hoag Urgent Care-HuntingtonBch
5355 Warner Avenue
Huntington Beach, CA 92648

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT

. (1) BODY CALIPER
. SET POSITIONING WEDGES
. MARKER SET (R & L)
. GONADAL GUARD (3 IN SET)

APPROVED FOR PAYMENT
Project No. P.O. No.
FF&E Team Member / Other (If FF&E) Date
Project Manager (up to $50,000) Date

APPROVED FOR PAYMENT
☐ Discount Available - Pay ASAP
Project No. 125966 P.O. No. 980367CA
Pamela Kynell
FF&E Team Member/Director (If FF&E) Date
Bill Quiram
Project Manager (up to $50,000) Date
Director of Construction ($50,000 and Over) Date
Vice President, FD&C (Over $500,000) Date
Gregg Zoll
Other Date

BP

WE SELL/SERVICE DIGITAL X-RAY EQUIPMENT
****WE ALSO SELL FILM/X-RAY SUPPLIES****

Net Invoice:	60,646.00
Freight:	1,000.00
Sales Tax:	4,700.07
Invoice Total:	**66,346.07**

GALEN
HEALTHCARE SOLUTIONS FOR THE FUTURE
GALENMD SYSTEMS INC
www.galenmd.com

Invoice

Date: 4/18/2011

Invoice # 11-1042

Bill To:

Hoag Urgent Care-Huntington Beach,
18231 Irvine Blvd. Suite 204
Tustin, CA 92780

Account #	P.O. No.	Terms	Project
YNUC5700-H			

Item	Description	Qty	Rate	Amount
Software	GalenMDAI PM and EMR software systems	1	10,900.00	10,900.00T

APPROVED FOR PAYMENT
Project No. 1250666 P.O. No. 974851CAP
P. Cyrner 5/2/11
FF&E Team Member/Other (If FF&E) Date
Michael L Pierin 5/12/11
Project Manager (up to $50,000) Date
YF

Subtotal	$10,900.00
Sales Tax (8.75%)	$953.75
Total:	**$11,853.75**
Payments/Credits	$0.00
Balance Due	**$11,853.75**

GalenMD System, Inc. 800 S. Barrance Ave. Suite 230 Covina, CA 91723 Tel: (626) 209-2115 Fax: (626) 732-9200
billing@galenmd.com

Allscripts

PROFORMA INVOICE

Invoice No: Proforma73511
Date: 5/23/2011
Order No:
Shipper ID:
Order Type:
Customer ID: 73511
Project ID: 100123535P

8529 Six Forks Road, Raleigh, NC 27615
Remit To: 24630 Network Place
Chicago, IL 60673-1246
FED ID# 56-1306083

BILL TO:	SHIP TO:
Hoag One Hoag Drive Bldg 44 Suite 195 Newport Beach, CA 92663	Your Neighborhood Urgent Care 18231 Irvine Blvd #204 Tustin, CA 92780

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO
ORDER DATE	**TERMS**	**SALESPERSON**	**SITE**
	DUE UPON RECEIPT		

PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	PRICE	EXT. PRICE
50% of Hardware & Software Hardware & Software 330,539.15					165,269.58

REFCO FF&E Quote
Project# 125966
Account Code 13410
Cost Center Varies

35,946.14
~~35,944.14~~
Per Cost Center (5)

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 978018 CAP
[signature] 5/31/11
FF&E Team Member / Other (If FF&E) Date
[signature] 6/1/11
Project Manager (up to $50,000) Date

BP

Sales Total	165,269.58
Misc. Charges	0.00
Tax Total	14,461.09
Less Paid Amount	0.00
TOTAL	~~$165,269.58~~ 179,730.67

Please include your customer number on your check when remitting payment.
Please send any correspondence to 8529 Six Forks Road, Raleigh NC 27615 or contact us at (800) 877-5678 option 3.

Note: Service hours are billed separately as incurred.

2,892.22 tax per
Cost center (5)

HENRY SCHEIN®

Original Invoice

Invoice #	:	09704584-01
Invoice Date	:	09/16/11
Amount	:	266.19
Terms	:	Invoice Date + 30 days
Due Date	:	10/16/11

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

CANCELLED
SEP 2011

Ship To:

Page 1 of 1

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

RECEIVED
SEP 27 2011

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust #	: 02496097	Ship Date	: 09/16/11	Sls Ord #	: 94508827
Cust P O #	: 980861-0-CAP	Ship Via	: CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt	: 09/16/11
		FOB Point	: ORIGIN	Sls Rep	: WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1797988	2	0	Ea	Stool Airlift w/Cushion Black	123.5200	247.04	T

Customer PO: 980861-0-CAP
SALES CONSULTANT WEST ZONE 3 NEW ACCOUNTS
EQUIPMENT SPECIALIST OPEN
Work Order: WL09091489
N30
OE9911

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	247.04
Tax	19.15
Shipping & Handling	0.00
Total Amount	266.19

APPROVED FOR PAYMENT
Project No. 1259166 P.O. No. 980861CAP
Pamela Kynell
FF&E Team Member / Other (If FF&E) Date
Bill Bairam
Project Manager (up to $50,000) Date BP

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097097045841100100000002661909161 18

Cust #	:	02496097
Invoice #	:	09704584-01
Invoice Date	:	09/16/11
Amount	:	266.19
Terms	:	Invoice Date + 30 days
Due Date	:	10/16/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

REFCO FF&E Quote
Project# 125966
Account Code 13460
Cost Center 8785

INVOICE NUMBER: 11JN088-IN
INVOICE DATE: 06/17/2011

WORK ORDER NO: 187277 SHIELD

CUSTOMER NO: 0H00244

TERMS: Upon Receipt

SOLD TO:
Hoag Urgent Care
500 Superior Avenue
Suite 300
Newport Beach, CA 92663

SHIP TO:
Huntington Beach Urgent Care
5355 Warner Avenue
Huntington Beach, CA 92648

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT
X-RAY ROOM SHIELDING REPORT	HR.	1.00	700.00	700.00

SHIELDING REPORT - HUNTINGTON BEACH
URGENT CARE

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 990089CAP
P Kynnee 8/9/11
FF&E Team Member / Other (If FF&E) Date
Project Manager (up to $50,000) Date
BP

WE SELL/SERVICE DIGITAL X-RAY EQUIPMENT
****WE ALSO SELL FILM/X-RAY SUPPLIES****

Net Invoice:	700.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	700.00

HENRY SCHEIN®

Original Invoice

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Invoice #	:	04893627-01
Invoice Date	:	09/15/11
Amount	:	120.68
Terms	:	Invoice Date + 30 days
Due Date	:	10/15/11

Ship To: Page 1 of 1

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

RECEIVED SEP 27 2011

ACCRUED SEP - 2011

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/15/11	Sls Ord # : 94489455
Cust P O # : 980861-0-CAP	Ship Via : Next Day Delivery before 10AM	Sls Ord Dt : 09/15/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1012964	2	0	Ea	Step Stool w/Handrail	56.0000	112.00	T
	** special contract price **						

replacement over of miss-pick on INV9651939

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of Invo

Sub-Total	112.00
Tax	8.68
Shipping & Handling	0.00
Total Amount	120.68

125966
1343T

Date 9/27
A/P

TO: BIANCA
FROM: TAMI

- ☐ FRT/SHP/DEL/HDLG
- ☐ ITEMS NOT RECEIVED
- ☐ NEED CHECK REQUEST
- ☐ NEED P.O. NUMBER
- ☑ PLEASE APPROVE FOR PAYMENT
- ☐ P.O. CLOSED
- ☐ QTY DIFFERENCE
- ☐ UNIT PRICE DIFFERENCE
- ☑ OTHER (8) INVICES TOTAL

APPROVED FOR PAYMENT

Project No. 125966 P.O. No. 980861CAP

Tax ID # 11-3136595

Pamela Kunell
FF&E Team Member / Other (If FF&E) Date

Project Manager (up to $50,000) Date

Remittance Section

HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

010000249609704893627110010000000120680915111

Cust #	:	02496097
Invoice #	:	04893627-01
Invoice Date	:	09/15/11
Amount	:	120.68
Terms	:	Invoice Date + 30 days
Due Date	:	10/15/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	02193448-01
Invoice Date	:	08/24/11
Amount	:	2,651.45
Terms	:	Invoice Date + 30 days
Due Date	:	09/23/11

Ship To:

Page 1 of 1

6392012798 PRESORT MAAD P1 C54 <B>
12798 1 MB 0.390

SEP 06 2011

RECEIVED
SEP 08 2011
FACILITIES DESIGN & CONSTRUCTION

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Tama Construction Inc MD
12 Hughes Ste 104
Irvine CA 926181951

Cust # : 02496097	Ship Date : 08/24/11	Sls Ord # : 93977663
Cust P O # : 980861-0-CAP	Ship Via : Next Day Delivery before 10AM	Sls Ord Dt : 08/24/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
3957525	7	0	Ea	Dispens Towel CFold 15x11.25x4 Chrome	30.6900	214.83	T
6832129	2	0	Ea	Eyewash Sign Plastic	16.4200	32.84	T
1004286	2	0	Ea	Emergency Eyewash Unit Double	86.7700	173.54	
1028344	8	0	Ea	Maxi-Dispenz Glove Box Holder Clear Tri	19.8700	158.96	T
5667227	6	0	Ea	Kleenspec Specula Dispenser 524 Serie	19.8200	118.92	T
5666000	5	0	Ea	Wall Transformer 3.5 Volt	354.8300	1,774.15	T

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Sub-Total	2,473.24
Tax	178.21
Shipping & Handling	0.00
Total Amount	2,651.45

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

TO: BIANCA
FROM: TAM I
TO: FRT/SHP/DEL/HDLG
FROM: ITEMS NOT RECEIVED
CHECK REQUEST
FRT/SHP/DEL/HDLG
ITEMS NOT RECEIVED
CHECK REQUEST
P.O. NUMBER
PLEASE APPROVE FOR PAYMENT
DIFFERENCE
DIFFERENCE

Date
A/P

12 6966
13435

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861CAP

Pamela Kynell
FF&E Team Member / Other (If FF&E) Date

Michael C. Parris
Project Manager (up to $50,000) Date

BP

010000249609702193448110010000002651450824119

Remit To:

Cust #	:	02496097
Invoice #	:	02193448-01
Invoice Date	:	08/24/11
Amount	:	2,651.45
Terms	:	Invoice Date + 30 days
Due Date	:	09/23/11

Please put your account number on the check.

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

Original Invoice

Invoice #	:	02193643-01
Invoice Date	:	08/31/11
Amount	:	237.96
Terms	:	Invoice Date + 30 days
Due Date	:	09/30/11

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

RECEIVED
SEP 12 2011
FACILITIES DESIGN & CONSTRUCTION

Ship To: Page 1 of 1

8024012667 PRESORT MAAD P1 C54 C8
12667 1 MB 0.390

RECEIVED
SEP 09 2011

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Tama Construction Inc MD
12 Hughes Ste 104
Irvine CA 926181951

Cust # : 02496097	Ship Date : 08/31/11	Sls Ord # : 93977663
Cust P O # : 980861-0-CAP	Ship Via : Drop Ship	Sls Ord Dt : 08/24/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
3674249	7	0	Ea	Room Status Signal 7-Flag Customize	31.5500	220.85	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER colors:RED/WHITE/GREEN/YELLOW/BLUE/BLACK/ORANGE Please RUSH order, customer NEEDS ASAP. any questions contact Tina Yeary @ 800/333-4695 opt 4 ext 1778. Thank You						

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.
This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	220.85
Tax	17.11
Shipping & Handling	0.00
Total Amount	237.96

TO: BLANCA PEQUES
FROM: TAMI
Date 9/12
A/P
125966
B435

- ☐ FRT/SHP/DEL/HDLG
- ☐ ITEMS NOT RECEIVED
- ☐ NEED CHECK REQUEST
- ☐ NEED P.O. NUMBER
- ☒ PLEASE APPROVE FOR PAYMENT
- ☐ P.O. CLOSED
- ☐ QTY DIFFERENCE
- ☐ UNIT PRICE DIFFERENCE
- ☐ OTHER

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861CAP

Pamela Kynell
FF&E Team Member / Other (If FF&E) Date
Michael C Parris
Project Manager (up to $50,000) Date

BP

0100002496097021936431100100000002379608311 10

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

Cust #	:	02496097
Invoice #	:	02193643-01
Invoice Date	:	08/31/11
Amount	:	237.96
Terms	:	Invoice Date + 30 days
Due Date	:	09/30/11

Please put your account number on the check.

Page 1 of 1 (02496097)

tangram

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

Invoice

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
393963	08/12/11	984691-0-CAP	238153		BRIAN CASTELLANOS

SOLD TO: ACCOUNTS PAYABLE
HOAG MEMORIAL HOSPITAL
P. O. BOX 6100
Newport Beach, CA 92663

P: 1.949.764.4405
F: 1.949.574.4443

SHIP TO: CLYDE TAMANAHA
TAMA CONSTRUCTION
C/O YOUR NEIGHBORHOOD URGENT
12 HUGHES STE 104
Irvine, CA 92618

P: 1.949.310.5827

RECEIVED
AUG 15 2011
FACILITIES DESIGN & CONSTRUCTION

Due Date: 9/11/2011

Terms: CPO#/NET 30 DAYS HOA300
Quote: 343604

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
16	2.00 T	4082A PETERPEPPE 4000 MAGAZINE RACK 2-POCKET PPC BACK KEYHOLE DESIGN SLOT MOUNTING BACK PANEL FINISH: ESPRESSO FRONT PANEL FINISH: TAUPE MATALLIC Tag For: Qty Description 2 WAITING 100	156.94	313.88
17	5.00 T	4081 PETERPEPPE 4000 MAGAZINE RACK 1-POCKET PPC BACK KEYHOLE DESIGN SLOT MOUNTING BACK PANEL FINISH:ESPRESSO FRONT PANEL FINISH: TAUPE METALLIC Tag For: ONE PER EXAM ROOM Qty Description 5 EXAM 104, 105, 106, 111, 112	78.19	390.95

INVOICE TOTALS

Sub Total	704.83
ORANGE COUNTY TAX	54.62
Please Pay This Amount:	759.45

*******End of Invoice*******

TO: Leslie
FROM: Denice
Date: 8/15/11
A/P

- ☐ FRT/SHP/DEL/HDLG
- ☐ ITEMS NOT RECEIVED
- ☐ NEED CHECK REQUEST
- ☐ NEED P.O. NUMBER
- ☑ PLEASE APPROVE FOR PAYMENT
- ☐ P.O. CLOSED
- ☐ QTY DIFFERENCE
- ☐ UNIT PRICE DIFFERENCE
- ☐ OTHER

Please approve

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 984691CM

Pamela Kynell	Aug 19, 2011	
FF&E Team Member / Other	(If FF&E)	Date
Michael C Parris	Aug 22, 2011	
Project Manager	(up to $50,000)	Date

'11 AUG 15 AM 7:22

1000. 12 5000
125966. 13435

HENRY SCHEIN®

Original Invoice

Invoice #	:	05552567-03
Invoice Date	:	09/15/11
Amount	:	254.89
Terms	:	Invoice Date + 30 days
Due Date	:	10/15/11

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

ACCEPTED
SEP 2011

Ship To:

DECEIVED
SEP 27 2011

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust #	: 02496097	Ship Date	: 09/15/11	Sls Ord #	: 94341995
Cust P O #	: 980861-0-CAP	Ship Via	: Drop Ship	Sls Ord Dt	: 09/09/11
		FOB Point	: ORIGIN	Sls Rep	: WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
4329051	1	0	Ea	Mini Pulse Oximeter	217.0600	217.06	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11 **DROPSHIP NEXT DAY BY 10:30AM** DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT CHARGES HAVE BEEN APPROVED ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY @ 800/333-4695 OPT 4 EXT 1778						

FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11
DROPSHIP NEXT DAY BY 10:30AM
DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT
CHARGES HAVE BEEN APPROVED.
ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY
@ 800/333-4695 OPT 4 EXT 1778

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Continued on next Page

Tax ID # 11-3136595

Remittance Section

HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097055525671100300000002548909151113

Cust #	:	02496097
Invoice #	:	05552567-03
Invoice Date	:	09/15/11
Amount	:	254.89
Terms	:	Invoice Date + 30 days
Due Date	:	10/15/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	05552567-03
Invoice Date	:	09/15/11
Amount	:	254.89
Terms	:	Invoice Date + 30 days
Due Date	:	10/15/11

Ship To:

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust #	: 02496097	Ship Date	: 09/15/11	Sls Ord #	: 94341995
Cust P O #	: 980861-0-CAP	Ship Via	: Drop Ship	Sls Ord Dt	: 09/09/11
		FOB Point	: ORIGIN	Sls Rep	: WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	217.06
Tax	16.83
Shipping & Handling	21.00
Total Amount	254.89

APPROVED FOR PAYMENT
Project No. 126966 P.O. No. 980861CAP
Pamela Kynell
FF&E Team Member / Other (If FF&E) Date
Bill Quiram
Project Manager (up to $50,000) Date
BP

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	09591306-01
Invoice Date	:	09/12/11
Amount	:	1,412.18
Terms	:	Invoice Date + 30 days
Due Date	:	10/12/11

ACCRUED

ACCRUED

RECEIVED SEP 27 2011 SEP [illegible] 2011

Ship To: Page 1 of 1

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/12/11	Sls Ord # : 94341837
Cust P O # : 980861-0-CAP	Ship Via : Next Day Delivery before 10AM	Sls Ord Dt : 09/12/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
9537411	1	0	Ea	Ear Syringe w/Shield 3oz	154.3400	154.34	T
2722413	1	0	EA	Papoose Board Infant 3-24Mo.	289.6400	289.64	T
6350093	1	0	Ea	WheelChair Traveler 18"w/FR BL	212.8200	212.82	T
9030988	1	0	Ea	Scale Infant Digital	238.2600	238.26	T
1590730	1	0	Ea	Rocker Test Tube f/8Tubes	184.1800	184.18	T
5668627	1	0	Ea	Solid State Portable Headlight	231.3800	231.38	T
	** special contract price **						

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.
This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	1,310.62
Tax	101.56
Shipping & Handling	0.00
Total Amount	1,412.18

APPROVED FOR PAYMENT
Project No. 125961 P.O. No. 980861 CAP

Tax ID # 11-3136595

Pamela Kynell
FF&E Team Member / Other (if FF&E) Date

Bill Brigham
Project Manager (up to $50,000) Date BP

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097095913061100100000014121809121116

Cust #	:	02496097
Invoice #	:	09591306-01
Invoice Date	:	09/12/11
Amount	:	1,412.18
Terms	:	Invoice Date + 30 days
Due Date	:	10/12/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Original Invoice

Invoice #	:	05552567-01
Invoice Date	:	09/12/11
Amount	:	6,194.52
Terms	:	Invoice Date + 30 days
Due Date	:	10/12/11

Address Service Requested

ACCRUED

Ship To:

SEP [illegible] 2011

PSRT <B>

RECEIVED
SEP 27 2011

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust #	: 02496097	Ship Date	: 09/12/11	Sls Ord # : 94341995
Cust P O #	: 980861-0-CAP	Ship Via	: Drop Ship	Sls Ord Dt : 09/09/11
		FOB Point	: ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
7617874	1	0	Ea	PCR-100 PC Based Resting ECG Interpret	2,594.1200	2,594.12	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11 **DROPSHIP NEXT DAY BY 10:30AM** DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT CHARGES HAVE BEEN APPROVED ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY @ 800/333-4695 OPT 4 EXT 1778						
4150544	1	0	Ea	Cart EKG w/o Cable Arm f/CP100/2	452.2100	452.21	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11 **DROPSHIP NEXT DAY BY 10:30AM** DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT CHARGES HAVE BEEN APPROVED ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY @ 800/333-4695 OPT 4 EXT 1778						

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Continued on next Page

Tax ID # 11-3136595

Remittance Section

HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097055525671100100000061945209121l4

Cust #	:	02496097
Invoice #	:	05552567-01
Invoice Date	:	09/12/11
Amount	:	6,194.52
Terms	:	Invoice Date + 30 days
Due Date	:	10/12/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice # :	05552567-01
Invoice Date:	09/12/11
Amount :	6,194.52
Terms :	Invoice Date + 30 days
Due Date :	10/12/11

Ship To: Page 2 of 2

RECEIVED
SEP 27 2011

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/12/11	Sls Ord # : 94341995
Cust P O # : 980861-0-CAP	Ship Via : Drop Ship	Sls Ord Dt : 09/09/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1153179	1	0	Ea	CPWS Flex Arm & Shelf f/Cart	147.7200	147.72	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER						
	FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11						
	DROPSHIP NEXT DAY BY 10:30AM						
	DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT						
	CHARGES HAVE BEEN APPROVED						
	ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY						
	@ 800/333-4695 OPT 4 EXT 1778						
1115788	1	0	Ea	Pedichek Spot Check	115.7600	115.76	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER						
	FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11 NDC#: 00000000000						
	DROPSHIP NEXT DAY BY 10:30AM						
	DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT						
	CHARGES HAVE BEEN APPROVED						
	ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY						
	@ 800/333-4695 OPT 4 EXT 1778						
5226109	1	0	Ea	Spot Vital Sign w/NIBP/OX/Temp No Stand	1,986.3500	1,986.35	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER						
	FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11						
	DROPSHIP NEXT DAY BY 10:30AM						
	DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT						
	CHARGES HAVE BEEN APPROVED						
	ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY						
	@ 800/333-4695 OPT 4 EXT 1778						

FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11
DROPSHIP NEXT DAY BY 10:30AM
DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT
CHARGES HAVE BEEN APPROVED.
ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY
@ 800/333-4695 OPT 4 EXT 1778

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This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	5,296.16
Tax	410.45
Shipping & Handling	487.91
Total Amount	6,194.52

APPROVED FOR PAYMENT
Project No. 128966 P.O. No. 980861 CAP

Pamela Kynell — Date
FF&E Team Member / Other (If FF&E)

Bill Quiram — Date
Project Manager (up to $50,000)

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

RECEIVED
SEP 30 2011

Original Invoice

Invoice #	:	05673407-01
Invoice Date	:	09/23/11
Amount	:	2,639.47
Terms	:	Invoice Date + 30 days
Due Date	:	10/23/11

Ship To: Page 1 of 1

RECEIVED
OCT 05 2011
FACILITIES DESIGN & CONSTRUCTION

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust #	: 02496097	Ship Date	: 09/23/11	Sls Ord #	: 94682043
Cust P O #	: 980861-0-CAP	Ship Via	: CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt	: 09/23/11
		FOB Point	: ORIGIN	Sls Rep	: WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
6500827	2	0	Ea	Table Element Treatment 2030 Black	534.2800	1,068.56	T
3799896	3	0	1X1/Ea	Bucket Kick APPROVED FOR PAYMENT	163.9200	491.76	T
5501126	7	0	Ea	Waste Can Step Plastic 52Qt White	77.7600	544.32	T
1065534	1	0		Project No. PO No.	344.9800	344.98	T

Customer PO: 980861-0-CAP
SALES CONSULTANT WEST ZONE 3 NEW ACCOUNTS
EQUIPMENT SPECIALIST OPEN
Work Order: WL09092088
NET 30
CK090911
AS/IN

125966 PO- 980861 CAP
FF&E Team Member / Other (If FF&E) Date
Bill Quiram Oct 6, 2011
Project Manager (up to $50,000) Date

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	2,449.62
Tax	189.85
Shipping & Handling	0.00
Total Amount	2,639.47

Tax ID # 11-3136595

TO: Blanca P. Date: 10/3
A/P

☐ NEED P.O. NUMBER
☐ PLEASE APPROVE FOR PAYMENT
☐ P.O. CLOSED
☐ QTY DIFFERENCE
☐ PRICE DIFFERENCE
☐ OTHER (4) Invoices

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-610[redacted]

125966
13435

0100002496097056734071100100000026394709231117

Cust #	:	02496097
Invoice #	:	05673407-01
Invoice Date	:	09/23/11
Amount	:	2,639.47
Terms	:	Invoice Date + 30 days
Due Date	:	10/23/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Address Service Requested

Customer Service
1-800-472-4346

RECEIVED
OCT 05 2011
FACILITIES DESIGN & CONSTRUCTION

Original Invoice

Invoice #	:	08836484-01
Invoice Date	:	09/19/11
Amount	:	1,452.05
Terms	:	Invoice Date + 30 days
Due Date	:	10/19/11

Ship To: Page 1 of 2

2332014130 PRESORT MAAD P1 C59 <B>
14130 2 MB 0.515

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

RECEIVED
SEP 30 2011

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/19/11	Sls Ord # : 94412879
Cust P O # :	Ship Via : Drop Ship	Sls Ord Dt : 09/13/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1060360	1	0	Ea	Hemocue Glucose New Customer Promo	425.5700	425.57	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER FUTURE DATE ORDER: PLEASE DELIVER 9/15/11 **DROPSHIP NEXT DAY BY 10:30AM** DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT CHARGES HAVE BEEN APPROVED CPICK 800-611-4032						
1049292	1	0	Ea	Hemocue Hemoglobin Promo Q4-06	922.0300	922.03	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER FUTURE DATE ORDER: PLEASE DELIVER 9/15/11 **DROPSHIP NEXT DAY BY 10:30AM** DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT CHARGES HAVE BEEN APPROVED CPICK 800-611-4032						

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Continued on next Page

Tax ID # 11-3136595

Remittance Section

HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097088364841100100000014520509191 18

Cust #	:	02496097
Invoice #	:	08836484-01
Invoice Date	:	09/19/11
Amount	:	1,452.05
Terms	:	Invoice Date + 30 days
Due Date	:	10/19/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	08836484-01
Invoice Date	:	09/19/11
Amount	:	1,452.05
Terms	:	Invoice Date + 30 days
Due Date	:	10/19/11

Ship To:

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92656-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/19/11	Sls Ord # : 94412679
Cust P O # :	Ship Via : Drop Ship	Sls Ord Dt : 09/13/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

WH - Pedigree documentation related to prescription drug products is available on our website www.henryschein.com/Pedigree. If you have problems accessing our website or would like to receive a copy of pedigree documentation via fax, mail or e-mail, please contact our Customer Service Department at (1-800-472-4346). Thank you.

M2 - Henry Schein,Inc. distributes this drug product as an Authorized Distributor of Record for the manufacturer.

This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	1,347.60
Tax	104.45
Shipping & Handling	0.00
Total Amount	1,452.05

APPROVED FOR PAYMENT

Project No. 125966 P.O. No. 980861CAP

Pamela Kinell
FF&E Team Member / Other (If FF&E) Date

Bill Quiram
roject Manager (up to $50,000) Date

HENRY SCHEIN®

Original Invoice

Invoice #	:	05552567-04
Invoice Date	:	09/23/11
Amount	:	225.80
Terms	:	Invoice Date + 30 days
Due Date	:	10/23/11

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

RECEIVED
OCT 05 2011
FACILITIES DESIGN & CONSTRUCTION

Ship To:

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

RECEIVED
SEP 30 2011

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/23/11	Sls Ord # : 94341995
Cust P O # : 980861-0-CAP	Ship Via : Drop Ship	Sls Ord Dt : 09/09/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
6429774	1	6	Ea	Waste Step-On White w/Plas Lin 24Gal	168.2200	168.22	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11 **DROPSHIP NEXT DAY BY 10:30AM** DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT CHARGES HAVE BEEN APPROVED. ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY @ 800/333-4695 OPT 4 EXT 1778						

FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11
DROPSHIP NEXT DAY BY 10:30AM
DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT
CHARGES HAVE BEEN APPROVED.
ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY
@ 800/333-4695 OPT 4 EXT 1778

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
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Continued on next Page

Tax ID # 11-3138595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

010000249609705552567110040000000225800923114

Cust #	:	02496097
Invoice #	:	05552567-04
Invoice Date	:	09/23/11
Amount	:	225.80
Terms	:	Invoice Date + 30 days
Due Date	:	10/23/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	05552567-04
Invoice Date	:	09/23/11
Amount	:	225.80
Terms	:	Invoice Date + 30 days
Due Date	:	10/23/11

Ship To:

Page 2 of 2

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/23/11	Sls Ord # : 94341995
Cust P O # : 980861-0-CAP	Ship Via : Drop Ship	Sls Ord Dt : 09/09/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.
This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	168.22
Tax	13.03
Shipping & Handling	44.55
Total Amount	225.80

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861CAP

Pamela Kynell
FF&E Team Member / Other (If FF&E) Date

Bill Quiram
Project Manager (up to $50,000) Date

BP

Attachment 2

HENRY SCHEIN® 43186

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Credit Memo

Invoice #	:	15434585
Invoice Date	:	09/30/11
Amount	:	(120.68)
Terms	:	Invoice Date + 30 days
Due Date	:	09/30/11

Ship To:

Page 1 of 1

ACCRUED

4022013074 PRESORT MAAD P1 C56
13074 1 MB 0.390

RECEIVED
OCT 12 2011

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

SEP 2011

Hoag Urg Care Huntington Hrbor MD
Hoag Urg Care Huntington Hrbor
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/30/11	Sls Ord # : 94341479
Cust P O # : 980861-0-CAP	Ship Via : Truck	Sls Ord Dt : 09/16/11
Order Invoice #:9651939-01	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1012964	-1	0	Ea	Step Stool w/Handrail	56.0000	(56.00)	T
1012964	-1	0	Ea	Step Stool w/Handrail	56.0000	(56.00)	T

Entered By: CPICK Ref Invoice: 9651939 Rtn Method: E
This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	(112.00)
Tax	(8.68)
Shipping & Handling	0.00
Amount	(120.68)

NOTE: * PD 120.68 on INV # 04893627.01

1000-125000
125966-13435

TO: BIANCA
FROM: TAMI

Date 10/14
A/P

- ☐ FRT/SHP/DEL/HDLG
- ☐ ITEMS NOT RECEIVED
- ☐ NEED CHECK REQUEST
- ☐ NEED P.O. NUMBER
- ☑ PLEASE APPROVE FOR PAYMENT
- ☐ P.O. CLOSED
- ☐ QTY DIFFERENCE
- ☐ UNIT PRICE DIFFERENCE
- ☐ OTHER

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100 CREDIT

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861 CAP

FF&E Team Member / Other (If FF&E) Date
Pamela Kynell
Project Manager (up to $50,000) Date BP

0100002496097080023381200000000001206809301 15

Cust #	:	02496097
Invoice #	:	15434585
Invoice Date	:	09/30/11
Amount	:	(120.68)
Terms	:	Invoice Date + 30 days
Due Date	:	09/30/11

Please put your account number on the check.

CREDIT MEMO DO NOT PAY

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	05552567-05
Invoice Date	:	09/26/11
Amount	:	1,087.54
Terms	:	Invoice Date + 30 days
Due Date	:	10/26/11

Ship To:

Page 2 of 2

ACCRUED

SEP 2011

RECEIVED
OCT 12 REC'D

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/26/11	Sls Ord # : 94341995
Cust P O # : 980861-0-CAP	Ship Via : Drop Ship	Sls Ord Dt : 09/09/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.
This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	1,009.32
Tax	78.22
Shipping & Handling	0.00
Total Amount	1,087.54

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861CAP

FF&E Team Member / Other (If FF&E) Date
Pamela Kynell
Project Manager (up to $50,000) Date
BP

1000 - 125000 - 125966-13435

TO: BRANCA
FROM: THM I
Date 10/14
A/P

- ☐ FRT/SHP/DEL/HDLG
- ☐ ITEMS NOT RECEIVED
- ☐ NEED CHECK REQUEST
- ☐ NEED P.O. NUMBER
- ☐ PLEASE APPROVE FOR PAYMENT
- ☐ P.O. CLOSED
- ☐ QTY DIFFERENCE
- ☐ UNIT PRICE DIFFERENCE

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

RECEIVED
OCT 12 2011

Original Invoice

Invoice #	:	05552567-05
Invoice Date	:	09/26/11
Amount	:	1,087.54
Terms	:	Invoice Date + 30 days
Due Date	:	10/26/11

Ship To:

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust #	: 02496097	Ship Date	: 09/26/11	Sls Ord # : 94341995
Cust P O #	: 980861-0-CAP	Ship Via	: Drop Ship	Sls Ord Dt : 09/09/11
		FOB Point	: ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
6429774	6	0	Ea	Waste Step-On White w/Plas Lin 24Gal	168.2200	1,009.32	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11 **DROPSHIP NEXT DAY BY 10:30AM** DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT CHARGES HAVE BEEN APPROVED. ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY @ 800/333-4695 OPT 4 EXT 1778						

FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11
DROPSHIP NEXT DAY BY 10:30AM
DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT
CHARGES HAVE BEEN APPROVED.
ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY
@ 800/333-4695 OPT 4 EXT 1778

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
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Continued on next Page

Tax ID # 11-3136595

Remittance Section

HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097055525671100500000001087540926112

Cust #	:	02496097
Invoice #	:	05552567-05
Invoice Date	:	09/26/11
Amount	:	1,087.54
Terms	:	Invoice Date + 30 days
Due Date	:	10/26/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

RECEIVED
NOV 16 2011
FACILITIES DESIGN & CONSTRUCTION

Address Service Requested

Original Invoice

Invoice #	:	08836484-02
Invoice Date	:	10/13/11
Amount	:	1,146.06
Terms	:	Invoice Date + 30 days
Due Date	:	11/12/11

Ship To:

Page 1 of 1

7066013217 PRESORT MAAD P1 C56
13217 1 MB 0.390

RECEIVED
OCT 25 2011

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave Ste 102
Robert Amster
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 10/13/11	Sls Ord # : 94412679
Cust P O # :	Ship Via : Drop Ship	Sls Ord Dt : 09/13/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
4490032	1	0	Ea	STAT Kit Z-1000	1,146.0600	1,146.06	
	DIRECTLY SHIPPED FROM THE MANUFACTURER FUTURE DATE ORDER: PLEASE DELIVER 9/15/11 NDC#: 00000000000 **DROPSHIP NEXT DAY BY 10:30AM** DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT CHARGES HAVE BEEN APPROVED CPICK 800-611-4032 WH - Pedigree item. This item is non-returnable.						

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

WH - Pedigree documentation related to prescription drug products is available on our website www.henryschein.com/Pedigree. If you have problems accessing our website or would like to receive a copy of pedigree documentation via fax, mail or e-mail, please contact our Customer Service Department at (1-800-472-4346). Thank you.

M2 - Henry Schein,Inc. distributes this drug product as an Authorized Distributor of Record for the manufacturer.

This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

TO: Bianca
FROM: TAM
☐ FRT/SHP/DEL/HDLG
☐ ITEMS NOT RECEIVED
☐ NEED CHECK REQUEST
☑ NEED P.O. NUMBER
☐ PLEASE APPROVE FOR PAYMENT
☐ P.O. CLOSED
☐ QTY DIFFERENCE
☐ UNIT PRICE DIFFERENCE
☐ OTHER

Date: 11/1
A/P

Sub-Total	1,146.06
Tax	0.00
Shipping & Handling	0.00
Total Amount	1,146.06

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861CAP

FF&E Team Member / Other (If FF&E) Date
Pamela Kynell
Project Manager (up to $50,000) Date BP

010000249609708836484110020000001146061013113

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

Cust #	:	02496097
Invoice #	:	08836484-02
Invoice Date	:	10/13/11
Amount	:	1,146.06
Terms	:	Invoice Date + 30 days
Due Date	:	11/12/11

Please put your account number on the check.

HENRY SCHEIN®

Original Invoice

Invoice #	:	05552567-02
Invoice Date	:	09/14/11
Amount	:	6,516.87
Terms	:	Invoice Date + 30 days
Due Date	:	10/14/11

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

RECEIVED SEP 27 2011

ACCRUED ACCRUED SEP 2011

Ship To:

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust #	: 02496097	Ship Date	: 09/14/11	Sls Ord #	: 94341995
Cust P O #	: 980861-0-CAP	Ship Vie	: Drop Ship	Sls Ord Dt	: 09/09/11
		FOB Point	: ORIGIN	Sls Rep	: WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1069788	1	0	Ea	Demolizer II Waste System	5,895.0000	5,895.00	T
	DIRECTLY SHIPPED FROM THE MANUFACTURER						
	FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11						
	DROPSHIP NEXT DAY BY 10:30AM						
	DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT						
	CHARGES HAVE BEEN APPROVED.						
	ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY						
	800/333-4695 OPT 4 EXT 1778						

FUTURE DATE ORDER: PLEASE DELIVER ON THURSDAY 9/15/11
DROPSHIP NEXT DAY BY 10:30AM
DROPSHIP NEXT DAY BY 10:30AM, ALL SHIPPING AND FREIGHT
CHARGES HAVE BEEN APPROVED.
ANY QUESTIONS CONTACT CANDY PICK 800-611-4032 or TINA YEARY
@ 800/333-4695 OPT 4 EXT 1778

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Continued on next Page

Tax ID # 11-3136595

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097055525671100200000065168709141118

Cust #	:	02496097
Invoice #	:	05552567-02
Invoice Date	:	09/14/11
Amount	:	6,516.87
Terms	:	Invoice Date + 30 days
Due Date	:	10/14/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	05552567-02
Invoice Date	:	09/14/11
Amount	:	6,516.87
Terms	:	Invoice Date + 30 days
Due Date	:	10/14/11

Ship To:

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658--6100

Hoag Urg Care Huntington Hrbor MD
5355 Warner Ave
Huntington Beach CA 92649

Cust # : 02496097	Ship Date : 09/14/11	Sls Ord # : 94341995
Cust P O # : 980861-0-CAP	Ship Via : Drop Ship	Sls Ord Dt : 09/09/11
	FOB Point : ORIGIN	Sls Rep : WST3N

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	5,895.00
Tax	456.87
Shipping & Handling	165.00
Total Amount	**6,516.87**

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 980861CAP
Pamela Kynell
FF&E Team Member / Other (If FF&E) Date
Bill Quiram
Project Manager (up to $50,000) Date
BP

tangram

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

Invoice

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
403544	12/15/2011	993805-0-CAP	244689	12/14/2011	KRISTIN MEHL

SOLD TO: ACCOUNTS PAYABLE
HOAG MEMORIAL HOSPITAL
P. O. BOX 6100
Newport Beach, CA 92663

P: 1.949.764.4405
F: 1.949.574.4443

SHIP TO: JENNIFER KIINDARIUS
HOAG MEMORIAL HOSPITAL
5355 WARNER AVE STE 102
Huntington Beach, CA 92649

P: 1.714.389.5700 X1020

Due Date: 1/14/2012

Terms: CPO#/NET 30 DAYS HOA300

Quote: 349053

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	1.00 T	TS31401T STEELCASE Chair-Jenny,Armless,Tablet Arm, Low-Pressure Laminate EDGE :6677 CHOCOLATE WALNUT TOP-SURF:264L CHOCOLATE WALNUT LPL UPHLSTRY:5999 MISC FABRIC MOMENTUM TEXTILES, INC. Purchaser: VENDOR Pattern: EVOKE Color: DERBY -09102905 Direction: HORIZONTAL OPTIONS * * OPTIONS * * LEG OPT *OPT:LEG OPTIONS WOOD WOOD LEGS LEGS LEGS WOOD VEN *LEGS:WOOD 3762 FC/OP DARK WALNUT Tag For: Qty Description 1 WAITING 100	641.23	641.23
2	5.00 T	YARD(S) TANGRAMINT MOMENTUM EVOKE, DERBY	43.75	218.75
3	2.00 T	4712 ARCADIACHA SILERO TWO-SEATER UNIT OPEN ARM, PARTIAL UPHOLSTERED BACK UPHOLSTERY: TWO-TONE APPLICATION SEATS: MOMENTUM, VARIO COLOR: MACCHIATTO BACKS: DESIGNTEX, DOT TO DOT COLOR: OVERCAST 2691-403 FINISH: #73 KONA BEECH	943.96	1,887.92
4	1.00	FEE	$315.00	$315.00

tangram

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

Invoice

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
403544	12/15/2011	993805-0-CAP	244689	12/14/2011	KRISTIN MEHL

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	T	INSTALLATION OF ADDITIONAL ITEMS FOR HUNTINGTON BEACH URGENT CARE		

INVOICE TOTALS

Sub Total	3,062.90
ORANGE COUNTY TAX	237.37
Please Pay This Amount:	3,300.27

*******End of Invoice*******

EXHIBIT C

INDIVIDUAL EQUPMENT

VENDOR	AMOUNT
1. Henry Schein	6,410.82
2. Tangram	29,532.91
3. Angelus Medical	5,469.13
4. Henry Schein	33,047.28
5. Henry Schein	2,542.45
5. Henry Schein	1,313,12
5. Sears Contract	1,717.16
6. Sears Contract	143.54
7. Sears Contract	19.58
7. Follett	1,964.04
8. Sysco	660.84
9. Christopher's	3,380.89
10.Gram X-ray	61,508.75
11. Galen	11,962.75
12. Allscrips	33,053.92
11.Gram X-ray	700.00
TOTAL	$193,427.09

Loan Amortization Schedule

	Enter values
Loan amount	$ 193,427.09
Annual interest rate	6.00 %
Loan period in years	10
Number of payments per year	12
Start date of loan	2/1/2011
Optional extra payments	$ -

	Loan summary
Scheduled payment	$ 2,147.44
Scheduled number of payments	120
Actual number of payments	120
Total early payments	$ -
Total interest	$ 64,265.38

Lender name: Hoag Urgent Care FF&E

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	3/1/2011	$ 193,427.09	$ 2,147.44	$ -	$ 2,147.44	$ 1,180.30	$ 967.14	$ 192,246.79	$ 967.14
2	4/1/2011	192,246.79	2,147.44	-	2,147.44	1,186.20	961.23	191,060.58	1,928.37
3	5/1/2011	191,060.58	2,147.44	-	2,147.44	1,192.13	955.30	189,868.45	2,883.67
4	6/1/2011	189,868.45	2,147.44	-	2,147.44	1,198.10	949.34	188,670.36	3,833.01
5	7/1/2011	188,670.36	2,147.44	-	2,147.44	1,204.09	943.35	187,466.27	4,776.37
6	8/1/2011	187,466.27	2,147.44	-	2,147.44	1,210.11	937.33	186,256.16	5,713.70
7	9/1/2011	186,256.16	2,147.44	-	2,147.44	1,216.16	931.28	185,040.01	6,644.98
8	10/1/2011	185,040.01	2,147.44	-	2,147.44	1,222.24	925.20	183,817.77	7,570.18
9	11/1/2011	183,817.77	2,147.44	-	2,147.44	1,228.35	919.09	182,589.42	8,489.27
10	12/1/2011	182,589.42	2,147.44	-	2,147.44	1,234.49	912.95	181,354.93	9,402.21
11	1/1/2012	181,354.93	2,147.44	-	2,147.44	1,240.66	906.77	180,114.27	10,308.99
12	2/1/2012	180,114.27	2,147.44	-	2,147.44	1,246.87	900.57	178,867.40	11,209.56
13	3/1/2012	178,867.40	2,147.44	-	2,147.44	1,253.10	894.34	177,614.30	12,103.90
14	4/1/2012	177,614.30	2,147.44	-	2,147.44	1,259.37	888.07	176,354.94	12,991.97
15	5/1/2012	176,354.94	2,147.44	-	2,147.44	1,265.66	881.77	175,089.27	13,873.74
16	6/1/2012	175,089.27	2,147.44	-	2,147.44	1,271.99	875.45	173,817.28	14,749.19
17	7/1/2012	173,817.28	2,147.44	-	2,147.44	1,278.35	869.09	172,538.93	15,618.28
18	8/1/2012	172,538.93	2,147.44	-	2,147.44	1,284.74	862.69	171,254.19	16,480.97
19	9/1/2012	171,254.19	2,147.44	-	2,147.44	1,291.17	856.27	169,963.02	17,337.24
20	10/1/2012	169,963.02	2,147.44	-	2,147.44	1,297.62	849.82	168,665.40	18,187.06
21	11/1/2012	168,665.40	2,147.44	-	2,147.44	1,304.11	843.33	167,361.29	19,030.38
22	12/1/2012	167,361.29	2,147.44	-	2,147.44	1,310.63	836.81	166,050.66	19,867.19
23	1/1/2013	166,050.66	2,147.44	-	2,147.44	1,317.18	830.25	164,733.48	20,697.44
24	2/1/2013	164,733.48	2,147.44	-	2,147.44	1,323.77	823.67	163,409.71	21,521.11
25	3/1/2013	163,409.71	2,147.44	-	2,147.44	1,330.39	817.05	162,079.32	22,338.16
26	4/1/2013	162,079.32	2,147.44	-	2,147.44	1,337.04	810.40	160,742.28	23,148.56
27	5/1/2013	160,742.28	2,147.44	-	2,147.44	1,343.73	803.71	159,398.55	23,952.27
28	6/1/2013	159,398.55	2,147.44	-	2,147.44	1,350.44	796.99	158,048.11	24,749.26
29	7/1/2013	158,048.11	2,147.44	-	2,147.44	1,357.20	790.24	156,690.91	25,539.50
30	8/1/2013	156,690.91	2,147.44	-	2,147.44	1,363.98	783.45	155,326.93	26,322.96
31	9/1/2013	155,326.93	2,147.44	-	2,147.44	1,370.80	776.63	153,956.13	27,099.59
32	10/1/2013	153,956.13	2,147.44	-	2,147.44	1,377.66	769.78	152,578.47	27,869.37
33	11/1/2013	152,578.47	2,147.44	-	2,147.44	1,384.54	762.89	151,193.92	28,632.26
34	12/1/2013	151,193.92	2,147.44	-	2,147.44	1,391.47	755.97	149,802.46	29,388.23
35	1/1/2014	149,802.46	2,147.44	-	2,147.44	1,398.42	749.01	148,404.03	30,137.25
36	2/1/2014	148,404.03	2,147.44	-	2,147.44	1,405.42	742.02	146,998.61	30,879.27

Case 8:17-bk-13545-TA Doc 18321 Filed 11/02/17 Entered 11/02/17 10:25:49 Desc
Exhibit A to the Objection Page 202 of 53

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
37	3/1/2014	146,998.61	2,147.44	-	2,147.44	1,412.44	734.99	145,586.17	31,614.26
38	4/1/2014	145,586.17	2,147.44	-	2,147.44	1,419.51	727.93	144,166.66	32,342.19
39	5/1/2014	144,166.66	2,147.44	-	2,147.44	1,426.60	720.83	142,740.06	33,063.02
40	6/1/2014	142,740.06	2,147.44	-	2,147.44	1,433.74	713.70	141,306.32	33,776.72
41	7/1/2014	141,306.32	2,147.44	-	2,147.44	1,440.91	706.53	139,865.42	34,483.25
42	8/1/2014	139,865.42	2,147.44	-	2,147.44	1,448.11	699.33	138,417.31	35,182.58
43	9/1/2014	138,417.31	2,147.44	-	2,147.44	1,455.35	692.09	136,961.96	35,874.67
44	10/1/2014	136,961.96	2,147.44	-	2,147.44	1,462.63	684.81	135,499.33	36,559.48
45	11/1/2014	135,499.33	2,147.44	-	2,147.44	1,469.94	677.50	134,029.39	37,236.97
46	12/1/2014	134,029.39	2,147.44	-	2,147.44	1,477.29	670.15	132,552.10	37,907.12
47	1/1/2015	132,552.10	2,147.44	-	2,147.44	1,484.68	662.76	131,067.42	38,569.88
48	2/1/2015	131,067.42	2,147.44	-	2,147.44	1,492.10	655.34	129,575.32	39,225.22
49	3/1/2015	129,575.32	2,147.44	-	2,147.44	1,499.56	647.88	128,075.76	39,873.10
50	4/1/2015	128,075.76	2,147.44	-	2,147.44	1,507.06	640.38	126,568.70	40,513.47
51	5/1/2015	126,568.70	2,147.44	-	2,147.44	1,514.59	632.84	125,054.11	41,146.32
52	6/1/2015	125,054.11	2,147.44	-	2,147.44	1,522.17	625.27	123,531.94	41,771.59
53	7/1/2015	123,531.94	2,147.44	-	2,147.44	1,529.78	617.66	122,002.16	42,389.25
54	8/1/2015	122,002.16	2,147.44	-	2,147.44	1,537.43	610.01	120,464.74	42,999.26
55	9/1/2015	120,464.74	2,147.44	-	2,147.44	1,545.11	602.32	118,919.62	43,601.58
56	10/1/2015	118,919.62	2,147.44	-	2,147.44	1,552.84	594.60	117,366.78	44,196.18
57	11/1/2015	117,366.78	2,147.44	-	2,147.44	1,560.60	586.83	115,806.18	44,783.01
58	12/1/2015	115,806.18	2,147.44	-	2,147.44	1,568.41	579.03	114,237.77	45,362.05
59	1/1/2016	114,237.77	2,147.44	-	2,147.44	1,576.25	571.19	112,661.53	45,933.23
60	2/1/2016	112,661.53	2,147.44	-	2,147.44	1,584.13	563.31	111,077.40	46,496.54
61	3/1/2016	111,077.40	2,147.44	-	2,147.44	1,592.05	555.39	109,485.35	47,051.93
62	4/1/2016	109,485.35	2,147.44	-	2,147.44	1,600.01	547.43	107,885.34	47,599.36
63	5/1/2016	107,885.34	2,147.44	-	2,147.44	1,608.01	539.43	106,277.33	48,138.78
64	6/1/2016	106,277.33	2,147.44	-	2,147.44	1,616.05	531.39	104,661.27	48,670.17
65	7/1/2016	104,661.27	2,147.44	-	2,147.44	1,624.13	523.31	103,037.14	49,193.48
66	8/1/2016	103,037.14	2,147.44	-	2,147.44	1,632.25	515.19	101,404.89	49,708.66
67	9/1/2016	101,404.89	2,147.44	-	2,147.44	1,640.41	507.02	99,764.48	50,215.69
68	10/1/2016	99,764.48	2,147.44	-	2,147.44	1,648.61	498.82	98,115.86	50,714.51
69	11/1/2016	98,115.86	2,147.44	-	2,147.44	1,656.86	490.58	96,459.01	51,205.09
70	12/1/2016	96,459.01	2,147.44	-	2,147.44	1,665.14	482.30	94,793.86	51,687.38
71	1/1/2017	94,793.86	2,147.44	-	2,147.44	1,673.47	473.97	93,120.40	52,161.35
72	2/1/2017	93,120.40	2,147.44	-	2,147.44	1,681.84	465.60	91,438.56	52,626.95
73	3/1/2017	91,438.56	2,147.44	-	2,147.44	1,690.24	457.19	89,748.32	53,084.15
74	4/1/2017	89,748.32	2,147.44	-	2,147.44	1,698.70	448.74	88,049.62	53,532.89
75	5/1/2017	88,049.62	2,147.44	-	2,147.44	1,707.19	440.25	86,342.43	53,973.14
76	6/1/2017	86,342.43	2,147.44	-	2,147.44	1,715.73	431.71	84,626.71	54,404.85
77	7/1/2017	84,626.71	2,147.44	-	2,147.44	1,724.30	423.13	82,902.40	54,827.98
78	8/1/2017	82,902.40	2,147.44	-	2,147.44	1,732.93	414.51	81,169.48	55,242.49
79	9/1/2017	81,169.48	2,147.44	-	2,147.44	1,741.59	405.85	79,427.89	55,648.34
80	10/1/2017	79,427.89	2,147.44	-	2,147.44	1,750.30	397.14	77,677.59	56,045.48
81	11/1/2017	77,677.59	2,147.44	-	2,147.44	1,759.05	388.39	75,918.54	56,433.87
82	12/1/2017	75,918.54	2,147.44	-	2,147.44	1,767.84	379.59	74,150.70	56,813.46
83	1/1/2018	74,150.70	2,147.44	-	2,147.44	1,776.68	370.75	72,374.01	57,184.22
84	2/1/2018	72,374.01	2,147.44	-	2,147.44	1,785.57	361.87	70,588.45	57,546.09
85	3/1/2018	70,588.45	2,147.44	-	2,147.44	1,794.50	352.94	68,793.95	57,899.03
86	4/1/2018	68,793.95	2,147.44	-	2,147.44	1,803.47	343.97	66,990.48	58,243.00
87	5/1/2018	66,990.48	2,147.44	-	2,147.44	1,812.48	334.95	65,178.00	58,577.95

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
88	6/1/2018	65,178.00	2,147.44	-	2,147.44	1,821.55	325.89	63,356.45	58,903.84
89	7/1/2018	63,356.45	2,147.44	-	2,147.44	1,830.66	316.78	61,525.80	59,220.62
90	8/1/2018	61,525.80	2,147.44	-	2,147.44	1,839.81	307.63	59,685.99	59,528.25
91	9/1/2018	59,685.99	2,147.44	-	2,147.44	1,849.01	298.43	57,836.98	59,826.68
92	10/1/2018	57,836.98	2,147.44	-	2,147.44	1,858.25	289.18	55,978.73	60,115.87
93	11/1/2018	55,978.73	2,147.44	-	2,147.44	1,867.54	279.89	54,111.18	60,395.76
94	12/1/2018	54,111.18	2,147.44	-	2,147.44	1,876.88	270.56	52,234.30	60,666.32
95	1/1/2019	52,234.30	2,147.44	-	2,147.44	1,886.27	261.17	50,348.04	60,927.49
96	2/1/2019	50,348.04	2,147.44	-	2,147.44	1,895.70	251.74	48,452.34	61,179.23
97	3/1/2019	48,452.34	2,147.44	-	2,147.44	1,905.18	242.26	46,547.16	61,421.49
98	4/1/2019	46,547.16	2,147.44	-	2,147.44	1,914.70	232.74	44,632.46	61,654.22
99	5/1/2019	44,632.46	2,147.44	-	2,147.44	1,924.27	223.16	42,708.19	61,877.39
100	6/1/2019	42,708.19	2,147.44	-	2,147.44	1,933.90	213.54	40,774.29	62,090.93
101	7/1/2019	40,774.29	2,147.44	-	2,147.44	1,943.57	203.87	38,830.73	62,294.80
102	8/1/2019	38,830.73	2,147.44	-	2,147.44	1,953.28	194.15	36,877.44	62,488.95
103	9/1/2019	36,877.44	2,147.44	-	2,147.44	1,963.05	184.39	34,914.39	62,673.34
104	10/1/2019	34,914.39	2,147.44	-	2,147.44	1,972.87	174.57	32,941.53	62,847.91
105	11/1/2019	32,941.53	2,147.44	-	2,147.44	1,982.73	164.71	30,958.80	63,012.62
106	12/1/2019	30,958.80	2,147.44	-	2,147.44	1,992.64	154.79	28,966.15	63,167.41
107	1/1/2020	28,966.15	2,147.44	-	2,147.44	2,002.61	144.83	26,963.55	63,312.24
108	2/1/2020	26,963.55	2,147.44	-	2,147.44	2,012.62	134.82	24,950.93	63,447.06
109	3/1/2020	24,950.93	2,147.44	-	2,147.44	2,022.68	124.75	22,928.25	63,571.82
110	4/1/2020	22,928.25	2,147.44	-	2,147.44	2,032.80	114.64	20,895.45	63,686.46
111	5/1/2020	20,895.45	2,147.44	-	2,147.44	2,042.96	104.48	18,852.49	63,790.94
112	6/1/2020	18,852.49	2,147.44	-	2,147.44	2,053.17	94.26	16,799.31	63,885.20
113	7/1/2020	16,799.31	2,147.44	-	2,147.44	2,063.44	84.00	14,735.87	63,969.19
114	8/1/2020	14,735.87	2,147.44	-	2,147.44	2,073.76	73.68	12,662.12	64,042.87
115	9/1/2020	12,662.12	2,147.44	-	2,147.44	2,084.13	63.31	10,577.99	64,106.18
116	10/1/2020	10,577.99	2,147.44	-	2,147.44	2,094.55	52.89	8,483.44	64,159.07
117	11/1/2020	8,483.44	2,147.44	-	2,147.44	2,105.02	42.42	6,378.42	64,201.49
118	12/1/2020	6,378.42	2,147.44	-	2,147.44	2,115.55	31.89	4,262.88	64,233.38
119	1/1/2021	4,262.88	2,147.44	-	2,147.44	2,126.12	21.31	2,136.75	64,254.70
120	2/1/2021	2,136.75	2,147.44	-	2,136.75	2,126.07	10.68	0.00	64,265.38

HENRY SCHEIN®

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MAR 24 2011

FACILITIES DESIGN & CONSTRUCTION

INVOICE

EQUIPMENT SALES AND SERVICE

Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

SHIP TO: 02496098
Hoag Urgent Care - Tustin
2560 Bryan Ave
Tustin, CA 92782-8922

BILL TO: 02496097
Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

f D

REFERENCE#	88598002
INVOICE#	4181245
INVOICE DATE	02/14/2011

BRANCH	HENRY SCHEIN INC SE CTR	
ORDER#	AJ2451	BALANCE DUE
PAGE#	1	$6410.82

Please detach and mail above with your payment

LINE#	ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	WO: WL01132580	Technician: CSCGRME HENRY SCHEIN INC SE CTR		Center Sale	
		PO: 961193-0-CAP			
		STATEMENT DATE + 20 DAYS			
		CK011311			
		AS/IN			
1	1069788	BIOMEDICAL T Demolizer II Waste System	1.00	5895.00	5895.00
	S/N: 001218				

RE-PRINT

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 961193CAP
P. Kynsey 3/24/11
FF&E Team Member / Other (If FF&E) Date
Michael Clarin 3/25/11
Project Manager (up to $50,000) Date

** See reverse side for Terms Of Sale **

REFERENCE# 88598002
INVOICE# 4181245
INVOICE DATE 02/14/2011
ORDER# AJ2451

Labor	.00
Equipment & Parts	5895.00
SUB TOTAL	5895.00
Shipping & Handling	
Tax	515.82
ORDER TOTAL	6410.82
Less Deposit	
BALANCE DUE	6410.82

tangram

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

Invoice

PO# 960354 CAP

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
380471	02/04/11	960354-0-CAP	221496	02/03/11	CHRISTINA WYRICK

RECEIVED
FEB 17 2011
FACILITIES DESIGN CONSTRUCTION

1000 125000
125966 13435

SOLD TO: ACCOUNTS PAYABLE
HOAG MEMORIAL HOSPITAL
P. O. BOX 6100
Newport Beach, CA 92663

P: 1.949.764.4405
F: 1.949.574.4443

SHIP TO: JENNIFER KIINDARIUS
HOAG MEMORIAL HOSPITAL
2560 BRYAN AVE #A
Tustin, CA 92780

P: 1.714.389.5700

TO: Bianca
FROM: Anita
☐ FRT/SHP/DEL/HDLG
☐ ITEMS NOT RECEIVED
☐ NEED CHECK REQUEST
☑ NEED P.O. NUMBER
☐ PLEASE APPROVE FOR PAYMENT
☐ P.O. CLOSED
☐ QTY DIFFERENCE
☐ UNIT PRICE DIFFERENCE
☐ OTHER

Date: 2-14-11
A/P

Due Date: 3/6/2011 Project: 322491

Terms: NET DUE 30 DAYS HOA300
Quote: 323286

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	3.00 T	CHAIR-28 CHERRYMANI CHERRY MAN CHAIR-28 WOOD GUEST CHAIR, FULLY UPHOLSTERED 23"W x 23"D x 32.5"H FINISH: AMBER MAHOGANY STANDARD CHERRYMAN FABRIC (ONLY 1 STANDARD FABRIC OPTION ALLOWED) Tag For: Qty Description 2 DOC 108 1 MGR 109	128.00	384.00
2	7.00 T	TS37602 STEELCASE Chair-Sawyer, Guest, Wood, Fully Assembled FRAME :3762 FC/OP DARK WALNUT UPHLSTRY:5999 MISC FABRIC DESIGNTEX FABRICS Purchaser: VENDOR Pattern: EASTSIDE -3304 Color: BROOKLYN -101 Appl Direction: HORIZONTAL Tag For: Qty Description 1 X-RAY 4 EXAM 102,103,116,117 2 OBSERVATION	282.00	1,974.00
3	4.00 T	YARD(S) TANGRAMINT DESIGN TEX EASTSIDE FABRIC	56.25	225.00
4	6.00 T	YS84 OFFICEMAST YES SERIES PNEUMATIC, TILT EZ BACK HEIGHT ADJUSTMENT, TILTING BACKREST, ROCKING TILT, FORWARD TILTING, TENSION KNOB, MESH BACK, SEAT SLIDER, INFINITE FOWARD	243.00	1,458.00

'11 FEB 7 PM 12:14

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REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

Invoice

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
380471	02/04/11	960354-0-CAP	221496	02/03/11	CHRISTINA WYRICK

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		TILTING. FABRIC:GRADE 3 STAGE, GREASE 3V53 ARMS: KR-200 HEIGHT AND WIDTH ADJUSTABLE AND REMOVABLE T ARMS WITH NATURAL GRIP FULL ASSEMBLED		
	Tag For:	2237-3 Qty Description 2 RECEPTION 106 1 MGR 109 1 DOC 108 2 BILLING 107		
5	3.00 T	Y875 OFFICEMAST YES SERIES TASK STOOL PNEUMATIC, MESH BACK, SEAT SLIDER, TILT BACK, HEAVY DUTY METAL BASE, 20"CHROME FOOT RING, FABRIC:GRADE 3, STAGE, GREASE 3V53 ARMS: KR-200 HEIGHT AND WIDTH ADJUSTABLE AND REMOVABLE T ARMS WITH NATURAL GRIP FULL ASSEMBLED	289.00	867.00
	Tag For:	Qty Description 1 LAB/NURSE 118 1 DT STAT 120 1 LAB/NURSE 118		
7	5.00 T	5646BL SAFCOPRODU CHART HOLDER 1 POCKET SQUARE DIMENSIONS: 12 3/4"W x10 3/4"H x 3 1/4 D COLOR:BLACK	30.00	150.00
	Tag For:	Qty Description 5 EX RM 101,102,103,116 and 117		
8	2.00 T	5241BL SAFCOPRODU COMMERCIAL WIRE SHELVING UNIT DIMENSIONS: 48"W X 18"D X 72"H STARTER UNIT BLACK FINISH	122.00	244.00
	Tag For:	Qty Description 2 STORAGE 112		
9	1.00 T	TS4TLDR36 STEELCASE Top-Round Table, Low Pressure Laminate, 36" Diameter EDGE :6037 WINTER ON MAPLE TOP-SURF:25L1 WINTER ON MAPLE LPL	116.25	116.25
	Tag For:	Qty Description 1 BREAK 115		
10	1.00 T	TS4TBASE22 STEELCASE Base-22" Diameter BASE :7207 BLACK	126.94	126.94

tangram

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

Invoice

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
380471	02/04/11	960354-0-CAP	221496	02/03/11	CHRISTINA WYRICK

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For:	Qty Description 1 BREAK 115		
11	1.00 T	TS37101 STEELCASE Chair-Domino, Stacker, Armless, 4 Per Pack	199.02	199.02
	Tag For:	Qty Description 1 BREAK 115		
12	1.00 T	4084 PETERPEPPE 4000 MAGAZINE RACK 4-POCKET PPC BACK KEYHOLE DESIGN SLOT MOUNTING BACK PANEL FINISH: ESPRESSO FRONT PANEL FINISH: TAUPE MATALLIC	377.00	377.00
	Tag For:	Qty Description 1 WAITING 107		
13	5.00 T	4081 PETERPEPPE 4000 MAGAZINE RACK 1-POCKET PPC BACK KEYHOLE DESIGN SLOT MOUNTING BACK PANEL FINISH:ESPRESSO FRONT PANEL FINISH: TAUPE METALLIC	97.00	485.00
	Tag For:	ONE PER EXAM ROOM Qty Description 5 EXAM 101, 102, 103, 116, 117		
14	1.00 T	A828.MAHO CHERRYMANI STORAGE BOOKCASE 2-SHELF DIMENSIONS: 15"D X 35.5"W X 42"H FINISH: AMBER MAHOGANY	129.00	129.00
	Tag For:	Qty Description 1 DOCTOR 108		
15	1.00 T	AM-341L.MAHO CHERRYMANI L-DESK BBF/FF RECTANGULAR LEFT RETURN CREDENZA DIMENSIONS: 24"D X 71"W X 29"H LEFT RETURN DIMENSTIONS: 24"D X 35"W X 29"H FINISH: AMBER MAHOGANY	446.00	446.00
	Tag For:	Qty Description 1 DOC 108		
16	1.00 T	AM-341R.MAHO CHERRYMANI L-DESK BBF/FF RECTANGULAR RIGHT RETURN CREDENZA DIMENSIONS: 24"D X 71"W X 29"H RIGHT RETURN DIMENSTIONS: 24"D X 35"W X 29"H FINISH: AMBER MAHOGANY	446.00	446.00
	Tag For:	Qty Description		

tangram

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

Invoice

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
380471	02/04/11	960354-0-CAP	221496	02/03/11	CHRISTINA WYRICK

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		1 MGR 109		
17	1.00 T	A827.MAHO CHERRYMANI STORAGE 2-DRAWER LATERAL FILE 22 1/2"D X 35 1/2"W X 29"H FINISH: AMBER MAHOGANY Tag For: Qty Description 1 MGR 109	248.00	248.00
18	5.00 T	4910-2-U ARCADIACHA HAVEN TWO SEATER OPEN ARMS URETHANE ARM CAPS DIMENSIONS: 48"W X 25 3/4"D X 33"H SEAT HEIGHT 18 SEAT: Designtex Omar Cocoa 2685-105 BACK: Designtex Dot-to-Dot Overcast 2691-403 FRAME: Arcadia Kona Beech #73	1,122.49	5,612.45
19	1.00 T	4910-3-U ARCADIACHA HAVEN THREE SEATER OPEN ARMS URETHANE ARM CAPS DIMENSIONS: 72"W X 25 3/4"D X 33"H SEAT HEIGHT 18 SEAT: Designtex Omar Cocoa 2685-105 BACK: Designtex Dot-to-Dot Overcast 2691-403 FRAME: Arcadia Kona Beech #73	1,625.12	1,625.12
20	3.00 T	4917-22 ARCADIACHA 22" CENTER TABLE IN LINE ADD-ON DIMENSIONS: 22"W X 21"D FINISH: Arcadia Kona Beech #73	272.81	818.43
21	1.00 T	4918-22 ARCADIACHA 22"W END TABLE DIMENSIONS: 22"W X 21"D FINISH: Arcadia Kona Beech #73	306.60	306.60
22	3.00 T	4920-AO-U ARCADIACHA HAVEN TANDEM ADD ON UNIT URETHANE ARM CAP 23"W X 25 3/4"D X 33"H SEAT: Designtex Omar Cocoa 2685-105 BACK: Designtex Dot-to-Dot Overcast 2691-403 FINISH: Arcadia Kona Beech #73	516.46	1,549.38
23	1.00 T	4920-EU-U ARCADIACHA HAVEN TANDEM END UNIT URETHANE ARM CAP 23 1/2"W X 25 3/4"D X 33"H SEAT: Designtex Omar Cocoa 2685-105 BACK: Designtex Dot-to-Dot Overcast 2691-403 FINISH: Arcadia Kona Beech #73	516.46	516.46

tangram

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

Invoice

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
380471	02/04/11	960354-0-CAP	221496	02/03/11	CHRISTINA WYRICK

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
24	1.00 T	4920-ST-U ARCADIACHA HAVEN GUEST CHAIR OPEN ARMS URETHANE ARM CAPS STARTER TANDEM DIMENSIONS: 25"W X 25 2/4"D X 33"H SEAT HEIGHT 18 SEAT: Designtex Omar Cocoa 2685-105 BACK: Designtex Dot-to-Dot Overcast 2691-403 FINISH: Arcadia Kona Beech #73	616.27	616.27
25	3.00 T	TS31401T STEELCASE Chair-Jenny,Armless,Tablet Arm, Low-Pressure Laminate EDGE :6677 CHOCOLATE WALNUT TOP-SURF:264L CHOCOLATE WALNUT LPL UPHLSTRY:J764 COCOA OPTIONS * * OPTIONS * * LEG OPT *OPT:LEG OPTIONS WOOD WOOD LEGS LEGS LEGS WOOD VEN *LEGS:WOOD 3762 FC/OP DARK WALNUT Tag For: Qty Description 3 WAITING 107	651.46	1,954.38
26	1.00 T	TS34403 STEELCASE Ottoman-Alight, Bench UPHLSTRY:J764 COCOA OPTIONS * * OPTIONS * * LEG OPT *OPT:LEG OPTIONS ALUMINUM STD:ALUMINUM LEGS Tag For: Qty Description 1 EXAM 101	297.28	297.28
27	2.00 T	TSAPF6624 STEELCASE Panel-Tackable, 66x24 BASIC :4798 STERLING METALLIC SURF-1 :P530 ASTI SURF-2 :P530 ASTI OPTIONS * * OPTIONS * * TOP CAP *OPT:TOP CAP OPTIONS 24" LOW STD:LOW TOP CAP FAB DIR *OPT:FABRIC DIRECTION SURF-1 SURF-1 DIRECTION HORZ STD:HORIZONTAL APPLICATION SURF-2 SURF-2 DIRECTION HORZ STD:HORIZONTAL APPLICATION POWER *OPT:POWER AT BASE OPTIONS FACT INS STD:FACTORY INSTALLED OPTIONS POWER POWERWAY OPTIONS NO POWER STD:NO PWRWAY AT	160.65	321.30

tangram

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

Invoice

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.5000 Fax: 562.365.5399

SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
380471	02/04/11	960354-0-CAP	221496	02/03/11	CHRISTINA WYRICK

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		BASE OF PNL		
	Tag For:	6624		
28	2.00 T	TSAPTE66 STEELCASE Trim-Vertical, End Of Run, 66" BASIC :4798 STERLING METALLIC OPTIONS * * OPTIONS * * END CAP *OPT:END CAP VERT EOR OPTIONS LOW STD:LOW END CAP	24.75	49.50
	Tag For:	66E		
29	2.00 T	TSAPBWS66 STEELCASE Connector-Panel, Wallstart	12.15	24.30
30	2.00 T	TS5ACTRD STEELCASE Center Drawer-18x24x2 BASIC :6000 BLACK	70.21	140.42
	Tag For:	CD Qty Description 2 BILLING 107		
31	1.00 T	9336P-41FH GLOBALINDU 9300 PLUS SERIES LATERAL FILE FOUR FIXED DRAWER FRONTS, SIDE TO SIDE HANGING FILES INCLUDED. 18"D x 36"W x 54"H PAINT FINISH: OYSTER F35	506.00	506.00
	Tag For:	LF436		
32	1.00 T	TSAWLR2430 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x30 EDGE :6243 BLACKWOOD TOP-SURF:25L6 BLACKWOOD (LPL)	56.70	56.70
	Tag For:	W2430		
33	1.00 T	TSAWLR2442 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x42 EDGE :6243 BLACKWOOD TOP-SURF:25L6 BLACKWOOD (LPL)	69.75	69.75
	Tag For:	W2442		
34	1.00 T	TSAWLR2454 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x54 EDGE :6243 BLACKWOOD TOP-SURF:25L6 BLACKWOOD (LPL)	92.25	92.25
	Tag For:	W2454		
35	2.00 T	TSAWLR2460 STEELCASE Worksurface-Straight, Low Pressure Laminate, 24x60	99.45	198.90

tangram.

REMIT TO:
P.O. BOX 512206
LOS ANGELES, CA 90051-0206

CORPORATE OFFICE:
9200 Sorensen Avenue, Santa Fe Springs, CA 90670 Tel: 562.365.6000 Fax: 562.365.6399

Invoice

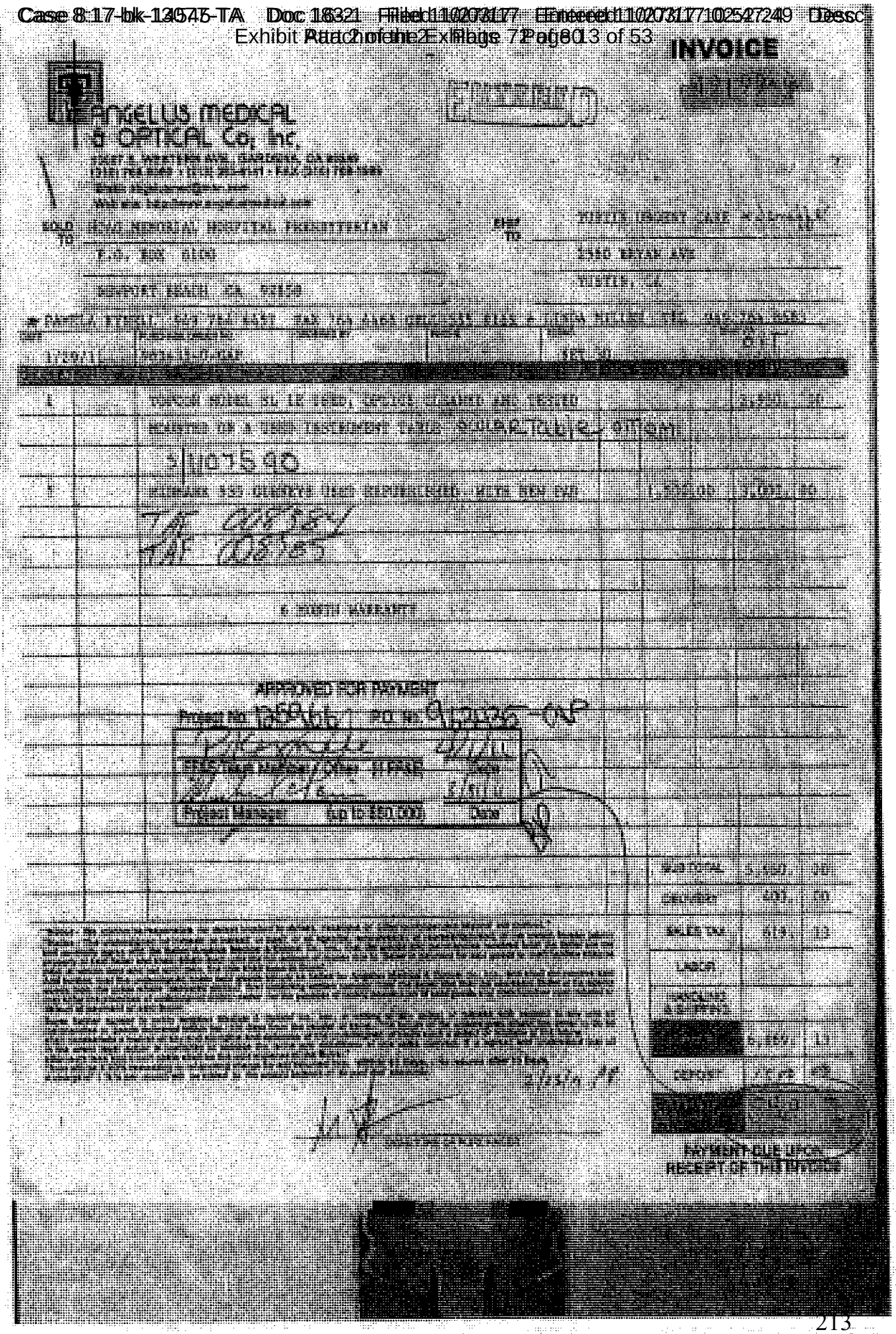
SANTA FE SPRINGS SALES

Invoice Number	Invoice Date	Customer Order Number	Sales Order No.	Ship Date	Account Representative
380471	02/04/11	960354-0-CAP	221496	02/03/11	CHRISTINA WYRICK

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		EDGE :6243 BLACKWOOD TOP-SURF:25L6 BLACKWOOD (LPL)		
	Tag For:	W2460		
36	3.00 T	TSATH2711 STEELCASE Leg-H, 11"Wx27"H BASIC :4798 STERLING METALLIC	72.00	216.00
	Tag For:	H LEG		
37	4.00 T	TSATH2720 STEELCASE Leg-H, 20"Wx27"H BASIC :4798 STERLING METALLIC	86.85	347.40
	Tag For:	H LEG 20		
38	3.00 T	TSATRC39 STEELCASE Channel-Reinforcing, 39	18.00	54.00
39	2.00 T	TSATSIDE STEELCASE Support-Worksurface, Side	14.40	28.80
40	1.00 T	TSAEGROM STEELCASE Grommets-Package/10	19.80	19.80
41	1.00 T	FEE FEE TO RECIEVE, DELIVER & INSTALL	$3,365.00	$3,365.00
50	9.00 T	KR-200 TANGRAMINT OFFICE MASTER YES SERIES ARMS: HEIGHT AND WIDTH ADJUSTABLE AND REMOVABLE T-ARMS WITH NATURAL GRIP CONTROL ADDED TO PRODUCT LINE FOR INVOICE PURPOSES ONLY	55.00	495.00
	Tag For:	Qty Description 9 YS84, YS75		
			Sub Total	27,156.70
			ORANGE COUNTY TAX 8.75%	2,376.21
			Please Pay This Amount:	29,532.91

*******End of Invoice*******

APPROVED FOR PAYMENT
Project No/ 12596 P.O. No 960354 CAP
FF&E Team Member / Other (If FF&E) 3/14/11 Date
Project Manager (up to $50,000) 3/14/11 Date
BP



INVOICE

ANGELUS MEDICAL & OPTICAL Co., Inc.

SOLD TO: HOAG MEMORIAL HOSPITAL PRESBYTERIAN
P.O. BOX 6100
NEWPORT BEACH CA 92658

SHIP TO: TUSTIN URGENT CARE
2550 BRYAN AVE
TUSTIN, CA

1	TOPCON MODEL SL 1E USED, OPTICS CLEANED AND TESTED		2,950.00
	MOUNTED ON A USED INSTRUMENT TABLE SCULAR TABLE OTTOM		
	S/N 07590		
1	MIDMARK 533 GLENEYE USED REFURBISHED WITH NEW PAD	1,500.00	3,000.00
	TAF 008384		
	TAF 008385		
	6 MONTH WARRANTY		

APPROVED FOR PAYMENT
Project No. 1359[illegible] P.O. No. 912035-OAP
FPSE Team Member / Other 1st FPSE Date
Project Manager Up to $50,000 Date

SUB TOTAL	5,950.00
DELIVERY	400.00
SALES TAX	619.13
LABOR	
HANDLING & SHIPPING	
[redacted]	6,959.13
DEPOSIT	[illegible]
[redacted]	

PAYMENT DUE UPON RECEIPT OF THIS INVOICE

HENRY SCHEIN®

RECEIVED

MAR 2 4 2011

FACILITIES DESIGN & CONSTRUCTION

PO# 961193CAP

INVOICE

EQUIPMENT SALES AND SERVICE

Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

SHIP TO: 02496098
Hoag Urgent Care - Tustin
2560 Bryan Ave
Tustin, CA 92782-8922

BILL TO: 02496097
Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

f D

REFERENCE#	88597965
INVOICE#	4439920
INVOICE DATE	02/14/2011

BRANCH	HENRY SCHEIN INC WEST EQP
ORDER#	AJ2418
PAGE#	1

LINE#	ITEM#	DESCRIPTION	QTY	PRICE	TOTAL
	WO: WL01132566	Technician: CNVREME HENRY SCHEIN INC WEST EQP		Center Sale	
		PO: 961193-0-CAP			
		STATEMENT DATE + 20 DAYS			
		CK011311			
		AS/IN			
1	7617874 WELCH ALLYN	PCR-100 PC Based Resting ECG	1.00	2594.12	2594.12
	S/N: 20110100118				
2	4150544 WELCH ALLYN	Cart EKG w/o Cable Arm	1.00	452.21	452.21
	S/N: 110125415990				
3	1153179 WELCH ALLYN	CPWS Flex Arm & Shelf f/Cart	1.00	147.72	147.72
4	3868917 MIDMARK CORP	Sterilizer Fitter M11	1.00	3686.47	3686.47
	S/N: V973095				
5	2722413 NATUS MEDICA	Papoose Board Infant	1.00	289.64	289.64
6	1207984 NATUS MEDICA	Papoose Board Reg Size	1.00	311.16	311.16
7	3799896 BREWER-MEDIC	Bucket Kick Brewer 4 Wheels	3.00	163.92	491.76
8	7118017 PHILIPS BURT	Burton Woods Light w/Magnifier	1.00	297.23	297.23
9	3672309 RUBBERMAID	Silent Step Can Wht w/Plas Bnd	7.00	168.22	1177.54
10	3017983 BREWER-MEDIC	Cart Utility ABS Plastic	2.00	157.86	315.72
11	1115788 WELCH ALLYN	Pedichek Spot Check	1.00	115.76	115.76
12	1102294 CARDIAC SCIE	Powerheart AED G3 Semi-Automat	1.00	1218.08	1218.08
	S/N: 4308239PPC				
13	5664393 WELCH ALLYN	Desk Charger W/Nicad	1.00	364.12	364.12
	S/N: 110117412471				
14	5667227 WELCH ALLYN	Kleenspec Specula Dispenser	6.00	19.82	118.92
15	9537411 INTEGRA YORK	Ear Syringe w/Shield	1.00	154.34	154.34

REPRINT

REFERENCE# 88597965
INVOICE# 4439920
INVOICE DATE 02/14/2011
ORDER# AJ2418

Continued on Next Page .....

HENRY SCHEIN®

INVOICE

EQUIPMENT SALES AND SERVICE

Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

SHIP TO: **02496098**
Hoag Urgent Care - Tustin
2560 Bryan Ave
Tustin, CA 92782-8922

BILL TO: **02496097**
Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

REFERENCE#	88597965
INVOICE#	4439920
INVOICE DATE	02/14/2011

BRANCH	HENRY SCHEIN INC WEST EQP
ORDER#	AJ2418
PAGE#	2

LINE#	ITEM#	DESCRIPTION	QTY	PRICE	TOTAL
16	1004286	NEVIN LABORA Emergency Eyewash Unit Double	2.00	86.77	173.54
17	6832129	HPTC INC Eyewash Sign Plastic	2.00	16.42	32.84
18	1028344	UNIMED MIDWE Maxi-Dispenz Glove Box Holder	8.00	19.87	158.96
19	2843089	DONEGAN OPTI Optivisor W/Lens Plate	1.00	34.38	34.38
20	2843062	DONEGAN OPTI Optivisor W/Lens Plate 2X 10"	1.00	33.20	33.20
21	5668627	WELCH ALLYN Solid State Portable Headlight	1.00	225.74	225.74
22	4993429	WELCH ALLYN Illuminator Cordless Kleenspec	2.00	227.91	455.82
23	1206582	BLICKMAN HEA IV Stand 2 Hook Steel Base	2.00	38.01	76.02
24	5226109	WELCH ALLYN Spot Vital Sign w/NIBP/Ox/Temp	1.00	1986.35	1986.35
		S/N: 110125415991			
25	1202923	DEVILBISS CO Pulmo-Aide Nebulizer	1.00	66.84	66.84
26	5668512	WELCH ALLYN Coaxial Ophthalmoscope	6.00	192.34	1154.04
27	1488746	WELCH ALLYN Macroview Otoscope Head	6.00	165.69	994.14
		S/N: 110117412476			
		S/N: 110117412475			
		S/N: 110117412474			
		S/N: 110117412473			
		S/N: 110117412478			
		S/N: 110117412477			
28	4329051	MEDAID INC Mini Pulse Oximeter	1.00	217.06	217.06
29	1590730	UNITED PRODU Rocker Test Tube f/8Tubes	1.00	184.18	184.18
30	3674249	UNIMED MIDWE Room Status Signal 7-Flag	6.00	31.55	189.30
31	9030988	TANITA CORP Scale Infant Digital	1.00	238.26	238.26
32	1066626	PELSTAR LLC Scale Professional Digital	1.00	298.99	298.99
33	8606519	PURITAN-BENN Dura-y Multi-Sensor	1.00	235.99	235.99
34	2665011	SECA CORPORA Stadiometer Height Rod	1.00	77.84	77.84
35	5501225	BREWER-MEDIC Stand Instrument Mayo 2Whl Cr	3.00	126.42	379.26

RE-PRINT

REFERENCE# 88597965
INVOICE# 4439920
INVOICE DATE 02/14/2011
ORDER# AJ2418

Continued on Next Page .....

HENRY SCHEIN®

INVOICE

EQUIPMENT SALES AND SERVICE

Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

SHIP TO: **02496098**
Hoag Urgent Care - Tustin
2560 Bryan Ave
Tustin, CA 92782-8922

BILL TO: **02496097**
Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

REFERENCE#	88597965
INVOICE#	4439920
INVOICE DATE	02/14/2011

BRANCH	HENRY SCHEIN INC WEST EOP
ORDER#	AJ2418
PAGE#	3

LINE#	ITEM# DESCRIPTION	QTY	PRICE	TOTAL
36	5502981 BREWER-MEDIC Step Stool 9" Rubber Top	3.00	37.92	113.76
37	1012964 BREWER-MEDIC Step Stool w/Handrail	2.00	55.88	111.76
38	1797988 MIDMARK CORP Stool Airlift w/Cushion	4.00	120.75	483.00
	S/N: 100308229496			
	S/N: 100308229497			
	S/N: 110113410409			
	S/N: 110113410410			
39	5500569 BREWER-MEDIC Table Exam, Access 6500	1.00	3989.00	3989.00
	S/N: HL007107			
40	7659818 MIDMARK CORP Base F/Table Exam Plus Tilt	2.00	771.61	1543.22
	S/N: V966215			
	S/N: V966278			
41	5663430 WELCH ALLYN Thermoscan Pro4000 Thermometer	1.00	178.11	178.11
42	1082629 MIDMARK CORP Uph 204/222/223 Seamless	2.00	372.40	744.80
	S/N: 101130373315			
	S/N: 101130373316			
43	5666000 WELCH ALLYN Wall Transformer	5.00	354.83	1774.15
	S/N: 110117412478			
	S/N: 110117412479			
	S/N: 110117412480			
	S/N: 110117412481			
	S/N: 110117412482			
44	5501126 BREWER-MEDIC Waste Can Step Plastic 52Qt	7.00	77.76	544.32
45	4717946 SUNRISE MEDI Easy Care 3000 Wheelchair	1.00	206.21	206.21
46	5500827 BREWER-MEDIC Table Element Treatment 2030	2.00	534.28	1068.56
47	3951442 G-P RECEIVAB Dispenser Towel Mult 8x11.75x4	7.00	30.69	214.83
48	1797988 MIDMARK CORP Stool Airlift w/Cushion	4.00	120.75	483.00

REFERENCE# 88597965
INVOICE# 4439920
INVOICE DATE 02/14/2011
ORDER# AJ2418

Continued on Next Page .....

RE-PRINT

HENRY SCHEIN®

INVOICE

EQUIPMENT SALES AND SERVICE

Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

SHIP TO: 02496098
Hoag Urgent Care - Tustin
2560 Bryan Ave
Tustin, CA 92782-8922

BILL TO: 02496097
Hoag Memorial Hospital
PO BOX 6100
Accounts Payable Dept
Newport Beach, CA 92658-6100

REFERENCE#	88597965
INVOICE#	4439920
INVOICE DATE	02/14/2011

BRANCH	HENRY SCHEIN INC WEST EOP	
ORDER#	AJ2418	BALANCE DUE
PAGE#	4	$33047.28

Please detach and mail above with your payment

LINE#	ITEM#	DESCRIPTION	QTY	PRICE	TOTAL
	S/N: 110126416745				
	S/N: 110126416746				
	S/N: 110126416747				
	S/N: 110126416748				

RE-PRINT

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 961193CAP
FF&E Team Member / Other (if FF&E) 3/24/11 Date
Project Manager (up to $50,000) 3/25/11 Date
BP

** See reverse side for Terms Of Sale **

REFERENCE# 88597965
INVOICE# 4439920
INVOICE DATE 02/14/2011
ORDER# AJ2418

Labor	.00
Equipment & Parts	30402.26
SUB TOTAL	30402.26
Shipping & Handling	
Tax	2645.02
ORDER TOTAL	33047.28
Less Deposit	
BALANCE DUE	33047.28

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	09388505-01
Invoice Date	:	01/26/11
Amount	:	2,542.45
Terms	:	Statement date + 20 days
Due Date	:	02/18/11

RECEIVED
FEB 17 2011
FACILITIES DESIGN & CONSTRUCTION

Ship To:

Page 1 of 1

9222012521 PRESORT MAAD P1 C53 <B>
12521 1 MB 0.382

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

2/16/11 YOLANDA FRANCO
PLEASE APPROVE FOR PAYMENT
AND RETURN TO JOY

Hoag Urgent Care - Tustin MD
2560 Bryan Ave
Tustin CA 927828922

Cust #	: 02496097	Ship Date	: 01/26/11	Sls Ord #	: 88098680
Cust P O #	: 9611393-0-CAP	Ship Via	: CALIFORNIA OVERNIGHT ROUTES	Sls Ord Dt	: 01/26/11
		FOB Point	: ORIGIN	Sls Rep	: W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
3862362	2	0	ea	Minor Surgery Light 9 Ft Single	1,168.9400	2,337.88	T

Customer PO: 9611393-0-CAP
SALES CONSULTANT KIP KULA
EQUIPMENT SPECIALIST OPEN
Work Order: WL01132090
STATEMENT DATE + 20 DAYS
CK011311
AS/IN

If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	2,337.88
Tax	204.57
Shipping & Handling	[illegible]8.00
Total Amount	2,542.45

Tax ID # 11-3136595

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 961193CAP

FF&E Team Member / Other (If FF&E) — Date 3/11/11
Project Manager (up to $50,000) — Date 3/11/11

BP

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

0100002496097093885051100100000025424501261l9

Cust #	:	02496097
Invoice #	:	09388505-01
Invoice Date	:	01/26/11
Amount	:	2,542.45
Terms	:	Statement date + 20 days
Due Date	:	02/18/11

Please put your account number on the check.

Remit To:

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

HENRY SCHEIN®

135 Duryea Road
Melville, NY 11747

Customer Service
1-800-472-4346

Address Service Requested

Original Invoice

Invoice #	:	09135528-01
Invoice Date	:	02/04/11
Amount	:	1,313.12
Terms	:	Statement date + 20 days
Due Date	:	03/18/11

RECEIVED
FEB 17 2011
FACILITIES DESIGN & CONSTRUCTION

Ship To:

Page 1 of 1

0858011703 PRESORT MAAD P1 C50 <B>
11703 1 MB 0.382

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

Tustin Urgent Care MD
2560 Bryan Ave
Tustin CA 927828922

Cust # : 02496097	Ship Date : 02/04/11	Sls Ord # : 87795584
Cust P O # : 961193-0-CAP	Ship Via : Drop Ship	Sls Ord Dt : 01/14/11
	FOB Point : ORIGIN	Sls Rep : W101

Item #	Ship	BO	UOM	Description	Unit Price	Amount	Tax Status
1060360	1	0	Ea	Hemocue Glucose New Customer Promo DIRECTLY SHIPPED FROM THE MANUFACTURER customer would like to have by 2/3/11. any questions contact tina yeary @ 800/333-4695 opt 4 ext 1778	285.4400	285.44	T
1049292	1	0	Ea	Hemocue Hemoglobin Promo Q4-06 DIRECTLY SHIPPED FROM THE MANUFACTURER customer would like to have by 2/3/11. any questions contact tina yeary @ 800/333-4695 opt 4 ext 1778	922.0300	922.03	T

customer would like to have by 2/3/11. any questions contact
tina yeary @ 800/333-4695 opt 4 ext 1778
If you are participating in a discount program (e.g., points, gifts or other special awards ("Discount")), with this purchase you have earned a credit toward goods or services, receivable or redeemable in accordance with discount program rules. Upon Discount receipt or redemption, you are receiving or will receive notice of the Discount value. From time to time, Medicare, Medicaid, Tricare or other payer may request information regarding such value, and upon any such request, such value must be disclosed as a discount against the purchases that earned such value. Accordingly, you should retain these records.
This Order Has been Shipped by our Western Dist Center, 255 Vista Blvd, Sparks, NV 89434

Finance Charges of 1.5% per month (18% per annum) are applied to amounts not paid within terms.
No merchandise will be accepted for return without our authorization. All claims must be made within 10 days of invoice.

Sub-Total	1,207.47
Tax	105.65
Shipping & Handling	0.00
Total Amount	1,313.12

Tax ID # 11-3136595

2/16/11 Y. Franco

PLEASE APPROVE FOR PAYMENT
AND RETURN TO JOY

Remittance Section
HENRY SCHEIN®

HOAG MEMORIAL HOSPITAL MD
ACCOUNTS PAYABLE DEPT
PO BOX 6100
NEWPORT BEACH CA 92658-6100

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 961193 CAP

P. [signature] 3/11/11
FF&E Team Member / Other (If FF&E) Date

[signature] 3/11/11
Project Manager (up to $50,000) Date

BP

010000249609709135528110010000001313120204119

Cust #	:	02496097
Invoice #	:	09135528-01
Invoice Date	:	02/04/11
Amount	:	1,313.12
Terms	:	Statement date + 20 days
Due Date	:	03/18/11

Please put your account number on the check.

Henry Schein
Dept LA 21530
Pasadena, CA 91185-1530

MAIL PAYMENTS TO:
SEARS
P.O.BOX 689131
DES MOINES IA 50368-9131

HOAG MEMORIAL HOSPITAL
P O BOX 6100
PO BOX 6100
NEWPORT BEACH CA 92658-6100

MAKE CHECKS PAYABLE TO: SEARS
PLEASE INCLUDE ACCOUNT NUMBER ON CHECK TO ENSURE PROPER PROCESSING

ACCOUNT NO : **********1140
P.O. NO : 961168-0-CAP
INVOICE NO : 6438075
INVOICE DATE : 02/04/11

Tustin Urgent Care
2560 BRYAN AVENUE
TUSTIN CA 92780

SHIP ORDER NO : SO04532798
INVOICE AMT : 1,717.16
CHARGED AMT : 1,717.16 <== AMOUNT YOU PAY

DESCRIPTION	S.K.U.	QUANTITY	PRICE	EXTENSION
+				
4.0 CU. FT,KM WASHER	02649032000	1	480.00	480.00
7.3 CU. FT,KM GAS DRY	02699032000	1	525.00	525.00
1/2" OD, GAS CONNECTO	02649590000	1	10.00	10.00
DRYER EXHST,	02649608000	1	5.00	5.00
18' TM, REF	04604581000	1	536.00	536.00

SUBTOTAL:	1,556.00
TAX:	136.16
SHIPPING:	25.00
INVOICE TOTAL:	1,717.16

RECEIVED
FEB 17 2011
FACILITIES DESIGN & CONSTRUCTION

DIRECT INQUIRIES TO
SERVICE REP: 1-800-599-9712
FAX:

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 961168CAP
3/11/11
FF&E Team Member / Other (If FF&E) Date
3/11/11
Project Manager (up to $50,000) Date

BP

1000 . 175000
175966 . 13435

TO: RETCO
FROM: LYMA
Date: 2-17-11
A/P

- ☐ FRT/SHP/DEL/HDLG
- ☐ ITEMS NOT RECEIVED
- ☐ NEED CHECK REQUEST
- ☐ NEED P.O. NUMBER
- ☑ PLEASE APPROVE FOR PAYMENT
- ☐ P.O. CLOSED
- ☐ QTY DIFFERENCE
- ☐ UNIT PRICE DIFFERENCE
- ☐ OTHER

MAIL PAYMENTS TO:
SEARS
P.O.BOX 689131
DES MOINES IA 50368-9131

HOAG MEMORIAL HOSPITAL
P O BOX 6100
PO BOX 6100
NEWPORT BEACH CA 92658-6100

MAKE CHECKS PAYABLE TO: SEARS
PLEASE INCLUDE ACCOUNT NUMBER ON CHECK TO ENSURE PROPER PROCESSING

ACCOUNT NO : **********1140
P.O. NO : 961257-0-CAP
INVOICE NO : 6438076
INVOICE DATE : 02/04/11

Tustin Urgent Care
2560 BRYAN AVENUE
TUSTIN CA 92780

SHIP ORDER NO : SO04532807
INVOICE AMT : 143.54
CHARGED AMT : 143.54 <== AMOUNT YOU PAY

DESCRIPTION	S.K.U.	QUANTITY	PRICE	EXTENSION
+ WHITE,KM	02069122000	1	109.00	109.00

SUBTOTAL:	109.00
TAX:	9.54
SHIPPING:	25.00
INVOICE TOTAL:	143.54

RECEIVED
FEB 17 2011
FACILITIES DESIGN & CONSTRUCTION

DIRECT INQUIRIES TO
SERVICE REP: 1-800-599-9712
FAX:

1080.125000
125966.13435

APPROVED FOR PAYMENT
☐ Discount Available - Pay ASAP
Project No. 125966 P.O. No. 961257CAP
Pamela Reyner 2/22/11
FF&E Team Member/Director (If FF&E) Date
Project Manager (up to $50,000) Date
Michael Parris 2-23-11
Director of Construction ($50,000 and Over) Date
Vice President, FD&C (Over $500,000) Date
Other Date

BP

TO: REFCO
FROM: LYMA
Date: 2.17.11
A/P

☐ FRT/SHP/DEL/HDLG
☐ ITEMS NOT RECEIVED
☐ NEED CHECK REQUEST
☐ NEED P.O. NUMBER
☑ PLEASE APPROVE FOR PAYMENT
☐ P.O. CLOSED
☐ QTY DIFFERENCE
☐ UNIT PRICE DIFFERENCE
☐ OTHER

MAIL PAYMENTS TO: Attachment 3
SEARS
P.O.BOX 689131
DES MOINES IA 50368-9131

HOAG MEMORIAL HOSPITAL
P O BOX 6100
PO BOX 6100
NEWPORT BEACH CA 92658-6100

MAKE CHECKS PAYABLE TO: SEARS
PLEASE INCLUDE ACCOUNT NUMBER ON CHECK TO ENSURE PROPER PROCESSING

ACCOUNT NO	:	**********1140
P.O. NO	:	961168-0-CAP
INVOICE NO	:	6441962
INVOICE DATE	:	02/08/11
SHIP ORDER NO	:	SO04542177
INVOICE AMT	:	19.58
CHARGED AMT	:	19.58 <== AMOUNT YOU PAY

Tustin Urgent Care
2560 BRYAN AVE
SANTA ANA CA 92780

DESCRIPTION	S.K.U.	QUANTITY	PRICE	EXTENSION
+ CHROME STA,CKING KIT	02638071000	1	18.00	18.00

SUBTOTAL:	18.00
TAX:	1.58
SHIPPING:	0.00
INVOICE TOTAL:	19.58

RECEIVED
FEB 17 2011
FACILITIES DESIGN & CONSTRUCTION

DIRECT INQUIRIES TO
SERVICE REP: 1-800-599-9712
FAX:

1000.175000
175466.B435

APPROVED FOR PAYMENT
Project No. 125966 P.O. No. 961168CAP
FF&E Team Member / Other (If FF&E) 3/3/11 Date
Project Manager (up to $50,000) 3/3/11 Date
BP

TO: REFCO
FROM: LYDIA
2.17.11
Date:
A/P

- ☐ FRT/SHP/DEL/HDLG
- ☐ ITEMS NOT RECEIVED
- ☐ NEED CHECK REQUEST
- ☐ NEED P.O. NUMBER
- ☑ PLEASE APPROVE FOR PAYMENT
- ☐ P.O. CLOSED
- ☐ QTY DIFFERENCE
- ☐ UNIT PRICE DIFFERENCE
- ☐ OTHER

FOLLETT®

INVOICE 316782

FOLLETT CORPORATION
Box # 2806
PO Box 8500
Philadelphia PA 19178-2806

RECEIVED
MAR 07 2011
FACILITIES DESIGN & CONSTRUCTION

CUSTOMER PO#	Date Invoiced
9651960CAP	02/15/11
Pmt. Terms: N30	Due Date: 03/17/11
Freight Terms: PPD LMI	Tax ID Number:
Ordered By: SID CALUB	Shipped Via: YRC WORLDWIDE
Pro Number: 108-966501-3	Sales Order NO.: 324632

SOLD TO
Account # 366208
HOAG MEM HOSP
1 HOAG DR
PO BOX 6100
NEWPORT BEACH CA 92658
UNITED STATES

SHIP TO
Account # 366208
TUSTIN URGENT CARE
2560 BRYAN AVE
REF PO# 965196CAP
ATTN PAMELA KYNELL
TUSTIN, CA 92782
UNITED STATES

ITEM	PRODUCT/DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY B.O.	UNIT PRICE	TOTAL PRICE
001	REF4-00-0000 -REF4-ADA Medical-grade undercounter refrigerator - 00128926 Stock Module ServNo(s)D15990	1	1		1,608.20	1,608.20
002	00131748 SHELF, UPPER, CUTOUT ACCESSORY W/BRACKETS & INSTRUCTIONS	1	1		37.80	37.80
Chg	FRP Billable freight charge CARRIER: DELIVER 2/21/11		1			174.02

Yolanda F. 2/22/11
TO: Pam Kynell Date:
FROM: Patricia A/P

- ☐ FRT/SHP/DEL/HDLG
- ☐ ITEMS NOT RECEIVED
- ☐ NEED CHECK REQUEST
- ☐ NEED P.O. NUMBER
- ☐ PLEASE APPROVE FOR PAYMENT
- ☐ P.O. CLOSED
- ☐ QTY DIFFERENCE
- ☐ UNIT PRICE DIFFERENCE
- ☐ OTHER

APPROVED FOR PAYMENT
Project No. 129966 P.O. No. 965196 CAP
P. Kynell 3/11/11
FF&E Team Member / Other (If FF&E) Date
Project Manager (up to $50,000) 3/11/11 Date
BP

'11 FEB 22 PM 12:21

Phone: 610-252-7301
Fax: 610-250-0696

SUBTOTAL	US $	1,820.02
DISCOUNT		0.00
TAX		144.02
TOTAL	**US $**	**1,964.04**

All business credits terminate 24 months after issue. On the termination date all rights, legal or equitable related to such credits, are irrevocably assigned to Follett Corporation. At any time up to the termination date, the credit may be applied to another Follett purchase or requested to be returned in full via check.

Sysco

Christopher's Inc.
2720 South Crosby Way
Santa Ana, CA 92704
Voice 714-444-4338
Fax 714-444-4337

RECEIVED

FEB 08 2011

FACILITIES DESIGN & CONSTRUCTION

Invoice

Date	Invoice #
2/4/2011	49293

Bill To	Ship To
HOAG HOAG REFCO DEPT. ATTN: LESLIE MARTINEZ 500 SUPERIOR AVE. SUITE 300 NEWPORT BEACH, CA 92663	HOAG URGENT CARE TUSTIN 18231 IRVINE BLVD. STE 204 TUSTIN, CA 92780

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
JENNIFER K. UR...	NET 30 Days		2/4/2011	DELIVERY &...		

Quantity	Item Code	Description	Price Each	Amount
8	FPHOAG	LARGER DIGITAL PRINTS CUSTOM FRAMED	165.67	1,325.36T
7	FPHOAG	MEDIUM DIGITAL PRINTS CUSTOM FRAMED	145.00	1,015.00T
3	AR	POTTED TABLE TOP PLANTS	140.00	420.00T
1	DELIVERY	DELIVERY & INSTALLATION	379.00	379.00
		ORANGE NEW	8.75%	241.53

APPROVED FOR PAYMENT
☐ Discount Available - Pay ASAP
Project No. 1259666 P.O. No. 96 69 59
FF&E Team Member/Director (If FF&E) Date 2/11/11
Project Manager (up to $50,000) Date
Director of Construction ($50,000 and Over) Date 2/25/11
Vice President, FD&C (Over $500,000) Date
Other Date

2/25

YF

Total $3,380.89

INVOICE

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

PO# 965965 CAP

RECEIVED
JAN 24 2011
FACILITIES DESIGN & CONSTRUCTION

INVOICE NUMBER: 11JA012-IN
INVOICE DATE: 01/20/2011

WORK ORDER NO: X-RAY SYSTEM
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag
500 Superior Avenue
Suite 300
Newport Beach, CA 92663

SHIP TO:
Tustin Market Place Urgnt.Cr.
2560 Bryan Avenue
Tustin, CA 92782

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT
NEW X-RAY EQUIP. MFG. SUMMIT	EACH	1.00	19,100.00	19,100.00

SUPPLY AND INSTALL X-RAY EQUIPMENT
MANUFACTURED BY SUMMIT
HIGH-FREQUENCY GENERATOR SPECTRA 30 HF(USED)
WITH THE FOLLOWING STANDARD FEATURES:
30 KW RATING
125 KVP
DIGITAL DISPLAY
X-RAY TUBE (USED)
140,000 HEAT UNIT, 1.0 X.0 MM FOCAL SPOTS
180 DEGREE HORNS
ELEVATING 4 WAY FLOAT TOP TABLE (USED)
ELECTRIC LOCKS
FLAT 84" TABLE TOP
BUCKY WITH 10:1 RATIO 103 LINE GRID
ROTATIONAL TUBESTAND (USED)
FLOOR TO CEILING OR FLOOR TO WALL MOUNTED
10' FOOT TRACKS
ELECTRIC LOCKS
9" OF TRANSVERSE TRAVEL AND 180 DEGREE
COLUMN ROTATION
FITS IN CEILING HEIGHTS OF 93" TO 124"
WALL STAND (USED)
FULLY COUNTERBALANCED CASSETTE HOLDER,
W/FRONT PANEL
17" X 17" GRID CABINET
GRID 10:1 RATIO 178 LINE
COLLIMATOR (USED)
MANUAL COLLIMATOR WITH SWIVEL MOUNT
CABLES (USED)
20" HIGH VOLTAGE CABLES. FEDERAL TERMINATIONS
X-RAY WARRANTY
ONE (1) YEAR LABOR
ONE (1) YEAR PARTS
ONE (1) YEAR PRO-RATED ON TUBE

CONTINUED

GALENMD SYSTEMS INC
www.galenmd.com

Invoice

Date: 4/18/2011

Invoice # 11-1042

Bill To:

Hoag Urgent Care-Huntington Beach,
18231 Irvine Blvd. Suite 204
Tustin, CA 92780

Account #	P.O. No.	Terms	Project
YNUC5700-H			

Item	Description	Qty	Rate	Amount
Software	GalenMDAI PM and EMR software systems	1	10,900.00	10,900.00T

Subtotal	**$10,900.00**
Sales Tax (9.75%)	$1,062.75
Total:	**$11,962.75**
Payments/Credits	$0.00
Balance Due	**$11,962.75**

GalenMD System, Inc. 800 S. Barrance Ave. Suite 230 Covina, CA 91723 Tel: (626) 209-2115 Fax: (626) 732-9200
billing@galenmd.com

Allscripts™

PROFORMA INVOICE

Invoice No: Profroma73511
Date: 5/23/2011
Order No:
Shipper ID:
Order Type:
Customer ID: 73511
Project ID: 100123535P

8529 Six Forks Road, Raleigh, NC 27615
Remit To: 24630 Network Place
Chicago, IL 60673-1246
FED ID# 56-1306083

BILL TO:	SHIP TO:
Hoag One Hoag Drive Bldg 44 Suite 195 Newport Beach, CA 92663	Your Neighborhood Urgent Care 18231 Irvine Blvd #204 Tustin, CA 92780

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO
ORDER DATE	**TERMS**	**SALESPERSON**	**SITE**
	DUE UPON RECEIPT		

PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	PRICE	EXT. PRICE
50% of Hardware & Software Hardware & Software 330,539.15					165,269.58

33,053.92 Justin

Please include your customer number on your check when remitting payment.
Please send any correspondence to 8529 Six Forks Road, Raleigh NC 27615 or contact us at (800) 877-5678 option 3.

Note: Service hours are billed separately as incurred.

Sales Total	165,269.58
Misc. Charges	0.00
Tax Total	
Less Paid Amount	0.00
TOTAL	$165,269.58

INVOICE

GRaM X-RAY, INC.
7350 Melrose Street
Buena Park, CA 90621
(714) 523-4726

INVOICE NUMBER: 11JA007-IN
INVOICE DATE: 01/20/2011

RECEIVED
JAN 24 2011
FACILITIES DESIGN & CONSTRUCTION

WORK ORDER NO: SHIELDING
CUSTOMER NO: 0H00244
TERMS: Upon Receipt

SOLD TO:
Hoag
500 Superior Avenue
Suite 300
Newport Beach, CA 92663

SHIP TO:
Tustin Urgent Care
2560 Bryan Avenue
Tustin, CA 92782

DESCRIPTION	U/M	SHIPPED	PRICE	AMOUNT
X-RAY SHIELDING REPORT	HR.	1.00	700.00	700.00

APPROVED FOR PAYMENT
☐ Discount Available - Pay ASAP
Project No. 125966 P.O. No. 968867CAP

P. Kynell		3/3/11
FF&E Team Member/Director	(If FF&E)	Date
Project Manager	(up to $50,000)	Date
Michael C Parris		3/9/11
Director of Construction	($50,000 and Over)	Date
Vice President, FD&C	(Over $500,000)	Date
Other		Date

BP

WE SELL/SERVICE DIGITAL X-RAY EQUIPMENT
****WE ALSO SELL FILM/X-RAY SUPPLIES****

Net Invoice:	700.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**700.00**

EXHIBIT E

SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT (the "Sublease") is made and entered into as of the 22nd day of August, 2011, by and between **Your Neighborhood Urgent Care, LLC**, a California limited liability company ("Sublessor") Hoag Urgent Care-Anaheim Hills, Inc. , a California professional corporation ("**Sublessee**" or "**P.C. Subtenant**").

RECITALS

A. Pursuant to a Sublease ("**Master Sublease**") dated as of the date hereof, Sublessor subleases from Newport Healthcare Center, LLC, a Delaware limited liability company ("**Master Tenant**") certain medical office space (the "Premises") comprising approximately **3287square feet** in the shopping center located at 5630 Santa Ana Canyon Road, Anaheim, California ("**Master Premises**"), being a part of Crossroads Shopping Center and which medical office space is shown in the cross-hatched area on the Shopping Center site plan attached as Exhibit B to the below referenced Master Lease, pursuant to the Lease dated on or about the date hereof, by and between Sunbelt Corp. Center II, Inc. ("**Landlord**"), and Newport Health Care Center LLC as tenant ("the **Master Lease**"). A copy of the Master Lease is attached to this Sublease as **Exhibit "A,"** which is incorporated by this reference.

B. Sublessor desires to sublease a portion of the Master Premises comprising approximately 3287 square feet (the "**Premises**") to Sublessee, including all leasehold improvements and trade fixtures located in the Premises, and Sublessee desires to sublease the Premises from Sublessor pursuant to the terms and conditions contained in this Sublease. The Premises comprise approximately **52.888%** of the total square feet of the Master Premises (the "**Applicable Share**").

C. Sublessee will own and operate an urgent care center at the Premises.

D. This Sublease shall be executed concurrently with the execution of the Master Sublease.

E. Master Tenant shall concurrently with the execution of the Master Lease cause the Landlord to execute a consent to the Master Sublease and this Sublease in a form acceptable to Master Tenant and Sublessor and in accordance with the provisions herein.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Creation of Sublease**. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor the Premises. Sublessee shall use and occupy the Premises in accordance with the terms and conditions contained in this Sublease.

2. **Acceptance of Premises**. The commencement of the use and occupancy of the Premises by Sublessee shall conclusively constitute an agreement by Sublessee that the Premises

is acceptable to the extent that Sublessor accepts the Premises under the provisions of the Master Sublease.

3. **Term**. The term of this Sublease shall commence on the date of delivery of the Premises to Master Tenant by Landlord (the "Commencement Date"), and shall continue thereafter until the expiration of the term (or extended term) of the Master Sublease on **July 31, 2021**. If Master Tenant extends the term of the Master Lease beyond **July 31, 2021**, (the Master Lease contains two (2) five (5) year renewal option and the Master Sublease provides for the same renewal options), and assuming the Master Sublease is also extended for the same time period as the Master Lease, then Sublessee shall be obligated to extend this Sublease for a like period of time. In no event shall the term of this Sublease extend beyond the end of the term of the Master Lease, plus renewal terms to the extent exercised. In addition, this Sublease shall immediately terminate effective as of the expiration without renewal or the earlier termination of the Master Lease or the Master Sublease.

4. **Rent**.

4.1 **Monthly Base Rent - Premises**. Sublessee shall pay to Sublessor, as monthly base rent for the Premises, without deduction, offset, prior notice or demand (except as expressly otherwise provided in this Sublease), an amount equal to Three Dollars and Fifty Cents ($3.50) per square foot per month, or Eleven Thousand Five Hundred and Four and 50/100 Dollars ($11504.50) per month ("Monthly Base Rent"). Sublessor warrants and represents that the Monthly Base Rent includes the monthly amount of fifty cents ($.50) per square foot which is for the following: a tenant improvement allowance for tenant improvements constructed at the Premises and interest on such tenant improvement allowance. Rent (as defined in Section 4.3.1. below) shall be due on or before the first (1st) day of each month during the term of this Sublease, commencing on the first (1st) day of the fourth (4th) month of the term of this Sublease. Rent for any period during the term of this Sublease which is for less than one (1) month shall be a prorated based upon a thirty (30) day month. Rent shall be paid to Sublessor at its address for notice or to such other person or address as Sublessor will from time to time designate in writing. Sublessee agrees to pay Sublessor a late charge of five percent (5%) of the amount of rent which is not paid within five (5) days of that rent's due date. Notwithstanding any provisions herein to the contrary, the Monthly Base Rent and all other Additional Rent shall be abated to the extent and, based on the Applicable Share, on a dollar for dollar basis, as reasonably determined by Sublessor, that such rents are abated with respect to early possession, casualty or condemnation events, to the extent expressly provided for in the Master Sublease and to the extent relating to the Premises as reasonably determined by Sublessor.

4.2 **Base Rent Adjustments**. The Monthly Base Rent shall be increased on the same percentage basis and on the same date that the monthly base rent is increased for any reason under the Master Lease.

4.3 **Additional Rent**.

4.3.1 Master Lease Amounts. In addition to the Monthly Base Rent, throughout the term of this Sublease, Sublessee shall also be responsible for the payment of the

Applicable Share, as reasonably determined by Sublessor, of any other sums due and payable by Master Tenant under the Master Lease (which amounts, if any, are referred to in this Sublease as "Additional Rent"). All such Additional Rent shall be due and payable within ten (10) days after notice from Sublessor that the Additional Rent is due, provided Sublessor also sends with such notice any written documentation it receives from the Landlord with respect to such Additional Rent. The term "Rent" as used in this Sublease shall mean the Monthly Base Rent and all Additional Rent.

4.3.2 Master Lease Common Area Expenses. The parties agree that the Monthly Base Rent payable under this Sublease shall be on a "triple net lease" basis, and therefore, in addition to the Monthly Base Rent described in Section 4.1 above, to the extent expressly provided for in the Master Lease, Sublessee shall be responsible commencing as of the date of possession of the Premises by Master Tenant under the Master Lease, for its pro rata share (based on the Applicable Share as reasonably determined by Sublessor) of all common area (interior and exterior) maintenance charges, operating costs and any and all other building expenses that are passed through from, or charged by, the Landlord to Master Tenant pursuant to the Master Lease. In addition, to the extent expressly provided for in the Master Lease, Sublessee shall be solely responsible for the Applicable Share (as reasonably determined by Sublessor) of all operating and maintenance costs associated with maintaining the Premises, including without limitation commercial general public liability insurance covering the Premises, professional liability insurance covering the professional services rendered in the Premises, fire and extended insurance coverage, utility costs and expenses at the Premises, including all water, electricity, gas, heat and telephone charges, ordinary repairs, utilities, janitorial and waste removal services, and any personal property taxes and assessments charged on the use or occupancy of the Premises. By way of clarification, Sublessee shall not be responsible for any of the items listed or described in this Section 4.3.2 if not payable by Master Tenant under the express provisions of the Master Lease.

4.3.3 Lease of Leased Assets. In addition to the Monthly Base Rent, throughout the term of this Sublease, Sublessee shall also pay to Sublessor any monthly amounts due for the total monthly rent reflected in the IERs for the Leased Assets (as both terms are defined in Section 7 below), and, as provided for herein or in the IER described herein, such amounts may be reduced to zero on or before the end of the initial term of the Sublease. The amounts are based upon an installment sale of certain of the Leased Assets as described in Section 9 below. The specific equipment that shall be leased and the specific monthly rental amounts for such Leased Assets shall be as reflected in the IERs as mutually agreed upon from time to time by Sublessor and Sublessee.

4.3.4 Trademark License. In addition to the Monthly Base Rent, throughout the term of this Sublease during the term of the Trademark License attached hereto as Exhibit B, Sublessee shall also pay to Master Tenant on behalf of Sublessor a royalty equal to **one percent (1 %)** of the Net Patient Revenue from the Premises (as hereinafter defined), payable quarterly on or before the last day of each month following the end of each calendar quarter (e.g., for the calendar quarter ending December 31, payable on the last day of January). For purposes of this Agreement, "Net Patient Revenue" means the total revenue received by P.C.

Subtenant (as defined here) in consideration of services provided by P.C. Subtenant to patients of P.C. Subtenant, net of contractual allowances and adjustments.

5. **Master Lease**.

5.1 **Subject to the Master Lease.** Prior to the occupancy of the Premises, Sublessee shall first familiarize itself with all of the terms and conditions contained in the Master Lease. This Sublease is subordinate to the Master Lease and Master Sublease and is subject to all of the terms and conditions of the Master Lease and the Master Sublease.

5.2 **Incorporated Provisions of the Master Lease**. Except for the payment of rent, additional rent or any other amounts under the Master Lease directly to Sublessor, all of the provisions of the Master Lease are hereby incorporated into this Sublease by this reference. In this regard, any rights that Landlord may have against Master Tenant pursuant to the Master Lease, Sublessor shall hereby have equivalent rights against Sublessee pursuant to this Sublease, and any rights which Sublessor may have against Master Tenant under the Master Lease, Sublessee shall have equivalent rights against Sublessor. Should an express provision of this Sublease conflict with the Master Lease or the Master Sublease, then the express provision of this Sublease shall govern as between Sublessor and Sublessee.

5.3 **No Breach of Master Lease; Indemnification.** While this Sublease is in effect, Sublessee shall not do anything on or about the Premises which would constitute a breach of the Master Lease or Master Sublease, and Sublessee hereby indemnifies Sublessor for any and all costs and expenses, including, without limitation, reasonable attorney fees, incurred by Sublessor against Landlord or Master Tenant for any action or activity of Sublessee (or Sublessee's employees, agents or invitees) which would constitute a breach of the Master Lease or Master Sublease . In the event that Sublessee holds over its occupation of the Premises after the termination of the Master Lease or Master Sublease, Sublessee shall be solely responsible for all obligations under the Master Lease, and Sublessee hereby indemnifies Sublessor for any and all costs and expenses, including, without limitation, reasonable attorney fees, incurred by Sublessor for Sublessee's holding over its occupancy of the Premises.

5.4 **Excluded Provisions of the Master Lease**. Notwithstanding Sections 5.I through 5.3 above, the following provisions of the Master Lease are excluded from this Sublease: 1.1(e), 1.1(f), 1.1(g), 1.1(h), I.1(k), 1.1(o), 1.2(f), 3.1, .3.2, 4.1, Exhibit "E". Sublessee shall not have the right to extend the term of this Sublease except as expressly provided for herein notwithstanding any provisions in the Master Lease to the contrary.

6. **Exclusive Use Rights; Use and Maintenance of Premises**. During the term of this Sublease, Sublessee shall have the exclusive right (to the extent such exclusive rights are granted to Master Tenant by Landlord under the Master Lease with respect to the "**Urgent Care Protected Use**" as defined in Section 8.8 of the Master Lease) to use of the Premises for Urgent Care Protected Use. In addition, Sublessee shall use the Premises for "**Urgent Care Use**" only as defined in Section 1.1(i) of the Master Lease. Except as otherwise set forth in this Sublease, and only to the extent of Master Tenant's obligations under the Master Lease, Sublessee shall maintain, repair and keep in good condition the Premises, including without limitation any and

all leasehold improvements and fixtures contained therein. In addition, Sublessee may not conduct any use that would cause Sublessor to be in violation of any term or condition of the Master Sublease or Master Tenant to be in violation of the Master Lease.

7. **Maintenance and Repair.** Sublessee, at Sublessee's sole cost and expense, shall keep the Premises, and the "Leased Assets" which shall include all fixtures, trade equipment, trade fixtures, furniture, and other personal property leased to Sublessee pursuant to this Sublease in good condition and repair and in compliance with all applicable laws. Each item ("Item") of Leased Assets is listed on a separate Individual Equipment Record attached hereto as Exhibit C (each an "Individual Equipment Record" or "IER") and the rents due (which shall be paid monthly as provided for in Section 4.3.3 herein) with respect to such Item are specified therein. Sublessor shall not be responsible to make any repairs or maintenance to the Premises or the Leased Assets. Sublessee shall be responsible for any replacements due to failure, unless damage or such failure is caused by the act, omission, or active negligence, of Sublessor and/or its agents, employees. The Premises shall at all times be kept clean, safe and sanitary and, to the extent of Master Tenant's obligations under the Master Sublease , in good order, condition, replacement and repair by Sublessee.

8. **Trademark and License.** During the term of this Sublease, Sublessor and Sublessee shall have a limited, non-exclusive, non-transferable and revocable license to use name "Hoag" in connection with the conduct of the urgent care center business on the Premises, subject to the terms and conditions of the Trademark and License by and among Sublessor, Sublessee and Master Tenant, in the form attached hereto as **Schedule C**.

9. **Lease of Leased Assets** Sublessor hereby leases to Sublessee the Leased Assets that Sublessor is leasing from Master Tenant under the terms of the Master Sublease, as listed on the attached "Exhibit C". Subject to Master Tenant's superior rights therein, Sublessor hereby specifically reserves in itself the legal title to the Leased Assets at all times until Sublessee has made final payment during the initial Term of this Sublease with respect to rents due under the IER for the Item in question. Sublessee shall not remove the Leased Assets from the Premises without the prior written consent of Sublessor, or until such time as the Item is purchased by Sublessee as provided for herein or is replaced. Sublessor will amortize the Leased Assets inclusive of an annual interest rate equal to **six percent (6) % per annum** (or such other interest rate as mutually agreed upon by Sublessor and Sublessee) over the initial Term of the Sublease. Upon the earlier of the end of the Initial Term or when all rents owed under the IER for the Item in question are paid for by Sublessee as provided for in the IER, then, subject to Master Tenant conveying title to Sublessor of such Leased Assets under the provisions of the Master Sublease, Sublessor shall sell the Item in question to Sublessee for one dollar ($1.00) and Sublessor shall assign all of its rights, title and interest in such Item to Sublessee on a lien free basis and shall warrant at that time that such asset is owned solely by Sublessor and is not subject to any liens, claims or encumbrances caused by or consented to by Sublessor and such Item shall no longer be subject to any rental or other obligations herein. At any time, Sublessee may elect to pay off early the balance then due under an IER with respect to an Item based on the payoff amount listed in the IER for such Item (such Item, a "**Purchased Item**"). Such payoff amount, however, shall be discounted to the then net present value (as described in the applicable IER) based on the

time period remaining for the full payoff of such Item utilizing the interest rate specified above in this paragraph. Reference to Leased Assets in this Sublease excludes Purchased Items.

10. **Condition of Leased Assets**:

10.1.1 **Condition Upon Delivery**. Sublessee agrees that prior to accepting delivery of the Leased Assets, Sublessee shall fully inspect the Leased Assets to ensure that the Leased Assets are suitable for use by Sublessee. Sublessee acknowledges and agrees that the Leased Assets are being provided to Sublessee in their present but new condition, "as-is", with all faults, whether known or unknown. Sublessor hereby warrants and represents that to the best of its knowledge Master Tenant solely owns the Leased Assets and that such Leased Assets are not subject to any liens, claims or encumbrances other than the rights and claims of Master Tenant as described in the Master Sublease. EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS MADE BY SUBLESSOR HEREIN, SUBLESSOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LEASED ASSETS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED. SUBLESSEE ASSUMES ALL RISK AND LIABILITY THAT MAY RESULT FROM THE USE OF THE LEASED ASSETS. However, to the extent Sublessor has rights under warranties relating to the Leased Assets provided by the manufacturer(s) and sellers thereof, Sublessor shall exercise such rights as appropriate in the event of any defect or other failure or problem with the Leased Assets or assign such rights to Sublessee if assignable.

10.1.2 **Condition Upon Return**. Upon the termination prior to expiration of this Sublease, Sublessee agrees that the Leased Assets (together with all accessories) shall be returned to Sublessor, in the same condition that the Leased Assets and accessories were in when provided to Sublessee, ordinary wear and tear excluded, and except for fixtures that are damaged and that Master Tenant is not required to repair under the provisions of the Master Lease (the "Original Condition"). If the Leased Assets and accessories are not returned to Sublessor in their Original Condition, Sublessee shall be responsible, and shall promptly pay Sublessor, for the remaining unamortized value of any Leased Assets (based on its then net present value as described in the IER for the Item in question) that cannot be returned in the Original Condition, or Sublessee may elect to repair such Leased Asset to cause it to be put back to the Original Condition.

10.1.3 **No Liens or Encumbrances**. Sublessee agrees to maintain the Leased Assets free and clear of any attachment, levy, lien or encumbrance, other than any rights granted to Landlord under the Master Lease or, shall promptly notify Sublessor of any such attachment, levy, lien or encumbrance, and agrees to indemnify Master Tenant and Sublessor for any loss caused thereby.

10.2 **Use, Risk of Loss**. Sublessee shall use the Leased Assets solely in accordance with manufacturers' specifications and instructions. Sublessee shall use the Leased Assets in a proper manner and shall comply with and conform to all federal, state, municipal, and

other laws, ordinances, policies and regulations in any way relating to the possession, use, operation and maintenance of the Leased Assets. Sublessee hereby assumes the risk of loss and damage to the Leased Assets.

10.3 **Repair and Service; Replacements and Upgrades**. In the event that any of the Leased Assets requires repairs or service, except to the extent of Landlord's obligations with respect to fixtures as provided for in the Master Lease, Sublessee agrees to repair or service the Leased Assets at no cost to Sublessor. Except to the extent of Landlord's obligations under the Master Lease with respect to fixtures, any replacements or upgrades to the Leased Assets shall be furnished by Sublessee at no cost to Sublessor.

10.4 **Limitation of Remedies**. Sublessor shall not be liable to Sublessee for any interruption in Sublessee's use of the Leased Assets. In no event shall Sublessor be liable for any special, consequential or incidental damages, including without limitation, loss of profits, resulting to Sublessee by reason of any interruption or cessation of production or otherwise, or for any cause whatsoever, including without limitation the negligence of Sublessor or its agents or employees. Sublessee agrees that its sole remedy for any valid claim of Sublessee with respect to the above shall be limited to the refund of any rental theretofore paid to Sublessor.

10.5 **Inspection by Sublessor**. Sublessor and Master Tenant shall each have the right to inspect the Leased Assets subject to this Agreement at all reasonable times upon two business days prior written notice for reasonable business purposes and subject to not interfering with the patients or business of Sublessee.

10.6 **Alterations by Sublessee**. Sublessee may not make any changes, additions, alterations, improvements or additions to the Leased Assets without Sublessor's prior written consent, which Sublessor may give or withhold in its sole discretion.

10.7 **Personal Property Taxes.** Sublessor shall be responsible for all personal property taxes levied against the Leased Assets, and any furniture or fixtures at the Premises.

11. **Telephone and Data Systems; Security.** Sublessee shall be responsible to provide telephones, telephone systems, hardware and software for telephones and data systems, data and other electronic security systems, and shall be responsible for all costs of repairs and replacements thereto.

12. **Condition of the Subleased Premises**. Sublessor shall deliver possession of the Premises to Sublessee upon the earlier of (a) substantial completion of the tenant improvements mutually agreed upon between Sublessor and Sublessee, and (b) occupancy by Sublessee. Subject to that requirement, Sublessee will accept the Subleased Premises in the condition specified in the Master Lease and subject to such other related provisions as provided for in the Master Lease such as the obligations of Landlord to complete certain tenant improvements and warranties provided by Landlord. If completion of the tenant improvements and tender of possession of the Premises to Sublessee has not occurred within one hundred eighty (180) days of the date of this Sublease, this Sublease shall terminate unless other agreements are reached between Sublessor and Sublessee.

13. **Building Hours and Access; Office Hours of Urgent Care Center**. During the term of this Sublease, Sublessee shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Throughout said term, Sublessee shall arrange for the conduct of the Urgent Care Use (collectively, the "**Urgent Care Center**") in the Premises in accordance with the hours as specified in the Operating Standards in Exhibit D.

14. **Operating Standards for the Urgent Care Center.**

14.1 The operating standards for the Urgent Care Center operated at the Premises shall be as set forth in **Exhibit D** attached hereto and incorporated herein by reference, as such Exhibit may be amended from to time my mutual agreement of the parties.

14.2 Sublessee covenants that each physician who practices medicine at the Urgent Care Center 80 or more hours per month is: (a) duly licensed to practice his/her profession in the State of California, and (b) Board certified or a member of the active medical staff of Hoag Memorial Hospital Presbyterian in full compliance with all of its bylaws, policies, rules and regulations. A breach of this Section 14.2 shall be considered a material breach of this Sublease unless corrected or cured within 30 days of the date that notice of such breach is sent to Sublessee by Sublessor or by Master Sublessor or such lesser number of days as provided for in the Master Sublease.

15. **Tenant Improvements**. Except as provided by the Landlord as specified in the Master Lease, Sublessor shall provide or pay for all tenant improvements and fixtures that will become permanent improvements to the Premises, including painting, flooring and ceiling tiles, and for trade fixtures or removable fixtures, furnishings or equipment, as required for the conduct of an urgent care center, as determined by mutual agreement of Master Tenant and Sublessor. All tenant improvements shall be installed free and clear of any liens or encumbrances.

16. **Insurance**. During the term of this Sublease, Sublessee shall maintain the insurance coverage required by this Section. Each of the policies shall be issued by a corporate insurer licensed to do business in the State of California, with a current A.M. Best's Rating of A-X or better. All liability policies shall be written on an "occurrence" basis unless such coverage is not available. Each policy shall contain an endorsement requiring written notice to Sublessor within thirty (30) days prior to expiration or termination. Prior to the earlier of any entry onto the Subleased Premises by Sublessee or the Commencement Date, Sublessee shall deliver to Sublessor and Landlord copies of a standard ACORD insurance certificate evidencing the required insurance coverage.

16.1 **Liability Insurance**. Sublessee shall maintain general public liability insurance with combined single limit coverage for personal injury and property damage of at least $3,000,000. Sublessor and Landlord shall be named as additional insureds on this insurance policy.

16.2 **Medical Malpractice Insurance**. Sublessee shall maintain a policy of medical malpractice insurance to afford protection of not less than $1,000,000 per occurrence

with $3,000,000 aggregate limits of liability for medical malpractice and shall provide Sublessor with written evidence of such coverage in effect.

16.3 **Casualty Insurance**. Only if expressly required to be maintained by Master Tenant under the Master Lease, Sublessee shall maintain casualty insurance on the Premises on an all-risk basis, in an amount equal to the replacement cost of the tenant improvements. The insurance policy shall contain waiver of subrogation provisions; provided however, that this waiver shall not apply if the policy of such insurance would be invalidated by the operation of such waiver.

16.4 **Indemnification by Sublessee**. Sublessee agrees to indemnify, defend and save Sublessor and Master Tenant harmless from all claims (including reasonable costs and expenses of defending against such claims) resulting from (a) any breach by Sublessee of its obligations under this Sublease, or under the Master Lease to the extent of Master Tenant's obligations to indemnify Landlord under the Master Lease; (b) property damage, personal injury or death occurring in or about the Premises during the term of this Sublease, if such damage, injury or death results wholly or in part from the negligent, reckless or willful act or omission of Sublessee or its officers, agents, employees, contractors, subcontractors, customers or invitees. Provided, however, that the foregoing indemnity shall not apply to the extent such claims result from the negligent or willful act or omission of Landlord or Sublessor or Master Tenant or Landlord's or Sublessor's or Master Tenant's officers, agents, employees, contractors or subcontractors.

17. **Use Of The Subleased Premises**.

17.1 **General Obligation To Comply With Laws**. Sublessee shall promptly, and at all times, at its sole cost and expense observe and comply with all laws, statutes, ordinances, rules, regulations, and orders of any duly constituted governmental authority which are now in effect or are hereafter passed, adopted, or promulgated with reference to or which affect the use and, to the extent of Sublessor's obligations under the Master Sublease or Master Tenant's obligations under the Master, Lease, maintenance of the Premises, or the medical practice being carried on in the Premises. Sublessee shall not perform any acts or carry on any practices, or permit the same to be performed or carried on by any other party or permitted user of the Premises, which may injure or be a nuisance or menace to the Premises or the Building or to any adjacent property owner.

17.2 **Storage And Disposal Of Trash**. Sublessee shall at all times keep the Building, the walkways serving the Building and the Premises and service area, and all other parts of the Building and the Premises clean and free from all medical waste rubbish, trash, and dirt generated by Sublessee, at all times, except for storage and removal as permitted herein or in the Master Lease. Sublessee shall store or cause to be stored all waste inside the Building or in trash containment areas around the Building. Sublessee shall, at its sole cost and expense, arrange for the regular pickup of all medical waste, and to the extent provided for in the Master Lease, rubbish, trash, garbage, and other litter. Sublessee shall properly store, treat, transport and dispose of all medical waste generated by its activities on the Premises, in the manner

required by all applicable federal and state laws, including, without limitation, the California Medical Waste Management Act.

18. **Estoppel Certificates**. Either party shall, at any time and from time to time, within ten (10) days after written request from the other party, execute, acknowledge and deliver to such other party a statement in writing, in a form provided by the first party, certifying that the Sublease of the Premises is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Sublease, as so modified, is in full force and effect), and acknowledging that there are no known, uncured defaults on the part of Sublessor or Sublessee under this Sublease and that there are no known events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Sublessor or Sublessee under this Sublease, or specifying such known defaults, events or conditions, if any are claimed. It is expressly understood that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises. Failure of either party to deliver such statement within such time and continued failure after a further ten (10) days written notice shall, at the option of the other party, constitute a default under this Sublease and, in any event, shall be conclusive against such party that the Sublease is in fact in full force and effect without modification, except as any such modification may be represented by the other party in any certificate prepared by the other party and delivered to the first party for execution pursuant to this Section 18.

19. **Right of Entry**. Sublessor and its agents or employees may enter upon the Premises at reasonable times upon two days prior written notice to inspect the Premises or for any other reasonable purpose. Sublessor shall coordinate any such inspections with Sublessee so as to minimize the inconvenience to Sublessee, and Sublessor shall not exercise its right of entry in a manner or at a time which interferes with or disrupts Sublessee's use of the Premises, or interferes with any patient's rights or privacy.

20. **Interruption of Services**. Under no circumstances shall Sublessor be liable to Sublessee, for consequential damages or otherwise, for any failure or interruption of any utility or building service at or upon the Premises, provided, however, that Sublessee may assert claims against the Landlord through Sublessor to the extent provided for in the Master Lease and if permitted under the Master Sublease regarding such failure or interruption and Sublessor agrees to promptly cooperate regarding such claims. Sublessor shall not be liable for injury to Sublessee's business or for any loss of income therefrom or for damage to the goods, wares or other property of Sublessee caused by any such failure or interruption.

21. **Damage to Premises**. Sublessee shall give prompt written notice to Sublessor in the event of any damage to the leasehold improvements or fixtures that occurs in the Premises. Upon such notice, to the extent required under the Master Lease or the Master Sublease, Master Tenant or Landlord, as appropriate, shall promptly repair and restore the leasehold improvements or fixtures so damaged to a condition that is as close as is reasonably possible to the value, condition and character of such leasehold improvements or fixtures immediately prior to such damage pursuant to the terms of the Master Lease. Except for damage to the Premises resulting from a willful, intentional or negligent act of Sublessee, its guests or invitees, payment of the

costs and expenses of any such repair and restoration shall be the responsibility of Landlord or Master Tenant, as provided for in the Master Lease. If the payment of rent by Sublessor is suspended under the Master Lease, then the payment of rent by Sublessee under this Sublease shall be suspended for a similar period of time. Notwithstanding any provision of this Section 21 to the contrary, if during the term of this Sublease the Master Lease is terminated as a result of damage to or destruction of the Premises, then this Sublease shall terminate effective as of the effective date of termination of the Master Lease.

22. **Assignment; Subletting**. Notwithstanding anything to the contrary contained in the Master Lease, except as provided for herein, Sublessee shall not be entitled to and shall not sublet, assign, sublet, transfer, mortgage, pledge, hypothecate or encumber this Sublease, or any part or interest thereof, or any right or privilege pertinent thereto, or sublet any portion of the Premises, whether voluntarily, involuntarily or by operation of law (hereinafter collectively referred to as "**Transfer**") without the prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed, and, in addition, without the prior written consent of Landlord in accordance with the provisions of Article 17 of the Master Lease. Notwithstanding the foregoing, Sublessor acknowledges that Sublessee, in connection with Sublessee's business operations, will from time to time permit other physicians to come in and use the Premises, and in that regard, Sublessor hereby consents to Sublessee permitting other physicians to use the Premises from time to time as may be designated by Sublessee. In assessing whether to give or withhold consent, Sublessor may take into account any relevant matters that in Sublessor's reasonable judgment might affect Sublessor's credit, business reputation or potential liability for the obligations of the lessee under the Master Lease or to third parties, including, without limitation, the creditworthiness and financial strength of the proposed transferee, the creditworthiness and financial strength of Sublessee, the nature of the transferee's business and its proposed use of the relevant portion of the Subleased Premises, and the business reputation of the proposed transferee. For the purposes of this Sublease, the term "Transfer" shall include, but not be limited to, any assignment or any attempted assignment of this Sublease or any rights herein, any total or partial transfer, sale, assignment, lease, sublease, franchise, license, gift, hypothecation, mortgage, pledge, encumbrance, or the entering into any agreement do to any of the foregoing. Any Transfer without Sublessor's prior written consent shall be void ab initio and shall be a material Event of Dcfault under this Sublease. The approval of one Transfer shall not be deemed approval of or consent to any subsequent Transfer.

22.1 **Transfer Subject to Master Lease**. Any Transfer shall be subject to and governed by the terms of this Sublease and the Master Lease, and after any Transfer approved by Sublessor, Sublessee nonetheless shall remain liable for the full performance of all terms and conditions of this Sublease, including the payment of all Rent and other payments required hereunder.

22.2 **Change of Ownership or Control**. For the purpose of this Section 22, any single sale, assignment, transfer, or other disposition, or any series (whether or not related) of sales, assignments, transfers, or other dispositions during the term of this Sublease, of any of the issued and outstanding shares or ownership interests in Sublessee, if it results in changing the "ownership" or "control" of Sublessee, shall be construed as a Transfer of this Sublease.

"Control" means possession, direct or indirect, of the power to elect or designate twenty five percent (25%) or more of the governing board, or to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, as a general partner, by contract, or otherwise. "Ownership" means the possession, direct or indirect, of twenty five percent (25%) or more of the equity in Sublessee.

23. **Defaults and Remedies**.

23.1 **Sublessee Defaults**. The occurrence of any of the following events shall constitute a default hereunder by Sublessee:

23.1.1 The failure by Sublessee to make, when due, any payment of rent as required to be made by Sublessee hereunder, where such failure shall continue for a period of over ten (10) days after written notice thereof by Sublessor to Sublessee.

23.1.2 The abandonment of the Premises by Sublessee. Abandonment is defined to include, but is not limited to, any absence of Sublessee or its sublessee or its representatives from the Premises for at least thirty (30) consecutive days, unless due to a casualty or other similar event that prevents Sublessee from operating the business at the Premises, in accordance with the terms of the Master Lease.

23.1.3 The failure by Sublessee to observe, perform or comply with any of the covenants, conditions or provisions of this Sublease (other than the payment of rent), where such failure shall continue for a period of at least thirty (30) days after written notice thereof (together with reasonable detail as to the failure) by Sublessor to Sublessee, or such longer period as may be reasonably necessary to cure the default if the default cannot be reasonably cured within thirty (30) days, or such longer period to cure a non monetary default as provided for in the Master Lease.

23.1.4 The failure by Sublessee to observe, perform or comply with any of the covenants, conditions or provisions of any loan agreements by and between Sublessor and Sublessee, or the failure to pay any amounts owed under any promissory notes executed by Sublessee in favor of Sublessor, where such failure shall continue for a period at least thirty (30) days after written notice thereof by Sublessor to Sublessee, Sublessor may, at its option, terminate this Sublease upon written notice to that effect to Sublessee, and the outstanding rent on this Sublease shall become due and payable within sixty (60) days thereof.

23.1.5 The bankruptcy or insolvency of Sublessee or any guarantor of Sublessee's obligations hereunder, or Sublessee or such a guarantor makes a general assignment for the benefit of creditors;

23.1.6 Commencement by Sublessee or any guarantor of Sublessee's obligations hereunder of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of

a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

23.1.7 Commencement of any case, proceeding or other action against Sublessee or any guarantor of Sublessee's obligations hereunder seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after entry thereof or (ii) remains undismissed for a period of sixty (60) days.

23.2 **Sublessor Covenants; Default**. Sublessor agrees to timely perform all of its obligations under the Master Sublease, including, without limitation, the payment of all rent thereunder.

The failure by Sublessor to observe, perform or comply with any of the covenants, conditions or provisions of this Sublease where such failure shall continue for a period of at least thirty (30) days after written notice thereof by Sublessee to Sublessor, or such longer period as may be reasonably necessary to cure the default if the default cannot be reasonably cured within thirty (30) days, unless solely due to a default by Sublessee herein, shall constitute a default hereunder by Sublessor.

23.3 **Remedies**. In the event of a default by Sublessee as specified in Section 23.1 above, or in the event of a default by Sublessor as specified in Section 23.2 above, in addition to any other remedies available to either party at law or in equity, then, in the case of an event of default by Sublessee, Sublessor shall have the immediate option to terminate this Sublease upon a written notice to Sublessee, and in the case of an event of default by Sublessor, Sublessee shall not have the right to terminate this Sublease but shall have the right to any other damages that may be available by law. Upon the effective date of any termination of this Sublease, only to the extent of repayment of rent from Master Tenant to Sublessor, Sublessor shall repay to Sublessee any portion of the prior rent payment to cover any time period on or after the effective date of the termination of this Sublease.

23.4 **Attorney's Fees.** In the event of an Event of Default by Sublessee, Sublessee will be liable for and will pay Sublessor, in addition to the rents and other sums agreed to be paid hereunder, Sublessor's reasonable attorney's fees incurred in the enforcement of Sublessor's rights under this Sublease. In the event of any legal action or proceeding between Sublessor and Sublessee, arising out of or in connection with this Sublease, including trial and hearings, appeals and bankruptcy proceedings, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

23.5 **No Personal Liability of Sublessor.** Except as provided for in the second sentence of this Section 23.5, the liability of Sublessor to Sublessee for any default by Sublessor under this Sublease shall be limited to the interest of Sublessor in the Premises and the Leased

Assets, and Sublessee agrees to look solely to Sublessor's leasehold estate under the Master Sublease, Sublessor's interest in the Leased Assets and Sublessor's right to receive Rents under this Sublease, for the recovery of any judgment from the Sublessor, it being intended that Sublessor shall not be personally liable for any judgment or deficiency. No provisions in this Section 23.5 herein shall limit or affect the right of Sublessee to seek and recovery equitable relief against Sublessor, including, without limitation, specific performance.

24. **Surrender of Premises**. Upon the termination of this Sublease, Sublessee shall surrender possession and restore the Premises to Sublessor, in the same condition as such Premises existed at the commencement of the term of this Sublease, reasonable use and wear only excepted, and except that Sublessee shall not be required to remove any tenant improvements if such items are not required to be removed under the Master Lease. Upon the termination of the Sublease prior to its expiration, all furniture, fixtures and equipment located at the Premises shall be surrendered to Sublessor except for those items with no further rental obligations as specified in the applicable IER and which items shall be deemed sold to Sublessee for one dollar per item, or Sublessee shall be responsible for the replacement thereof or Sublessee may elect to pay the net present value of the balance of the rental payments due with respect to the item in question as specified in the relevant IER (based on the interest rate specified in Section 9 herein) and in such case Sublessee shall be deemed to own such item. Upon the termination of the Sublease on or after its expiration, all furniture, trade removable fixtures and equipment located at the Premises shall be removed by Sublessee, provided that Sublessee shall be responsible for the cost of repairing any damage caused by such removal.

25. **Intentionally Omitted.**

26. **Transfers of Sublessor**. Subject to the provisions of the Master Lease and of the Master Sublease, Sublessor shall have the right to transfer and assign, to a third party in connection with the sale of substantially all of Sublessor's assets or equity, or to an affiliate of Sublessor, in whole or in part, all its rights and obligations hereunder and in the Premises referred to herein, and in such event and upon such transfer, Sublessor shall be released from any further obligations hereunder, and Sublessee agrees to look solely to such successor in interest of Sublessor for the performance of such obligations. Sublessor shall provide written notice to Sublessee of any such transfer or assignment.

27. **Successors and Assigns**. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Sublessor and its successors and assigns, and of the Sublessee, and its successors and assigns in the event this Sublease has been assigned or subleased with the express, written consent of the Sublessor to the extent such consent is required as provided for herein.

28. **Entire Agreement**. This Sublease and the exhibit attached hereto constitute the entire contract between the parties hereto and supersede all prior understandings, if any.

29. **Notices**. All notices which either party is required or may desire to give to the other shall be in writing, and shall be deemed to have been duly given on the date of delivery if delivered in person to the party named below, or three (3) business days after mailing if by

certified or registered mail, return receipt requested, postage and postal charges prepaid, addressed as follows:

Sublessor: **Your Neighborhood Urgent Care, LLC**
18231 Irvine Boulevard, Suite 204
Tustin, California 92780
Attention: Robert Amster, M.D. and
Jennifer Kiindarius, COO

Sublessee: **Hoag Urgent Care-Anaheim Hills, Inc.**
Attention: Robert Amster, M.D.
18231 Irvine Boulevard, Suite 204
Tustin, California 92780

or to such other address(es) or person(s) as may be designated by Sublessor or Sublessee from time to time in accordance with this Section 29.

30. **Relationship**. In the performance of this Sublease, Sublessor and Sublessee are acting only as lessor and lessee, respectively, and not as partners, joint venturers, or employer-employee, respectively.

31. **Severability**. If any term or provision of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

32. **Governing Law**. This Sublease and the rights and obligations of the parties hereto are governed by the laws of the State of California.

33. **Time of Performanee**. Except as may be otherwise expressly provided herein, time is of the essence of this Sublease with respect to all required acts of Sublessee.

34. **Intentionally Omitted.**

35. **Access to Books and Records**. Sublessee shall make this Sublease and Sublessee's books, documents and records available to the Landlord and to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives as required by law for five (5) years after the termination of this Sublease.

36. **Counterparts**. This Agreement, and any amendment hereto, may be executed by the parties in separate counterparts, and provided that each party shall have originally executed at least one such counterpart, each such executed counterpart, and any photocopies or facsimile copies thereof, shall be deemed an original, but all such counterparts and any such

photocopies and facsimile copies, together shall constitute one and the same instrument, even though all of the parties have not originally executed the same counterparts.

37. **Binding Nature**. Subject to the provisions contained in this Sublease regarding assignment, this Sublease shall be binding upon and inure to the benefit of the parties and upon their respective successors.

38. **Additional Documents**. Each of the parties agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Sublease and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Sublease.

CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Sublease through their duly authorized representatives effective as of the date first written above.

SUBLESSEE:

Hoag Urgent Care-Anaheim Hills, Inc., a California professional corporation

By: _____
Print: Robert Amster, MD
Title: President

SUBLESSOR:

Your Neighborhood Urgent Care, LLC, a California limited liability company

By: _____
Print: Robert Amster, MD
Title: President

EXHIBIT A

MASTER LEASE

See attached.

EXHIBIT B

TERMS AND CONDITIONS OF

TRADEMARK LICENSE

(See copy attached to Master Sublease as referenced in the Recitals of this Sublease)

EXHIBIT C

INDIVIDUAL EQUIPMENT RECORD FORM

Description of Equipment:_____

_____

Serial Number of Equipment (if applicable) :_____

Monthly Rental installment	Monthly Rental Amount	Payoff Amount*
1	$_____	$_____
2	$_____	$_____
3	$_____	$_____
4	$_____	$_____
etc.	etc.	etc.

*as described in Section 9 of the attached Sublease: the payoff amount is the net present value ("**Net Present Value**") of the remaining Monthly Rental Amounts due under this IER as specified above determined by discounting such remaining payments at a discount rate equal to six percent (6%).

SUBLESSEE:

Hoag Urgent Care-Anaheim Hills, Inc., a California professional corporation

By: _____
Print: _____
Title: _____

SUBLESSOR:

Your Neighborhood Urgent Care, LLC, a California limited liability company

By: _____
Print: _____
Title: _____

[The provisions herein shall be as mutually agreed to in writing by Sublessor and Sublessee from time to time with respect to Leased Assets.]

EXHIBIT D

OPERATING STANDARDS

HOAG URGENT CARE NETWORK OPERATING STANDARDS

Site Standards:

Minimum: Monday through Friday 10am-5pm

No appointment necessary

Physician on-site at all times

ACLS Certified, Board Certified physicians

BCLS/Heartsaver Certified staff

Services Offered:

Adult and Pediatric Surgical/Trauma Services

- Laceration Repair
- Fracture Management
- Incision and Draining of Abscesses
- Skin Lesion Removal
- Minor Burn Management

Medical Illness Management (Diagnosis and Treatment)

Employment/Sports/Camp/School Physicals

IV Hydration

Work Injury Management

On-Site Pharmacy with narcotic dispensing tracking system

Injectables Management

On-site Laboratory/ X-Ray Services:

Digital X – Rays performed by licensed Limited X-Ray techs, some of whom may have skull certification. All can perform spinal x-rays.

Urinalysis

Drug Screening Collections performed in secure bathroom

Hemoglobin Testing

Strep, Mononucleosis, Influenza Tests

Draw Station

Blood glucose

On-site Equipment:

Digital X-Ray. All x-rays are over-read within 24-48 hours by a board certified radiologist

EKG performed via a self interpreting machine

Slit Lamp, Schiotz tonometer

Audiometer

AED

ACLS Crash Cart

Quality and Service Indicators:

Wait times until seen by Physician

Overall patient experience

Patient Departures prior to being seen

Revisits with same diagnosis related to first visit within 1 week

Number of missed x-ray/lab diagnoses

Results of labs and X-Rays tracking

Physician call backs to patients within same day

Submission of discharge sheet and follow-up instructions

All medical charts will be sent to PMD of record if known

Electronic Medical Record Capability:

EMR system should be capable of integrating with HOAG Health Information Exchange (HIE) system. Requires HL-7 interface capability.

Practice Management System:

PM system should bill electronically and receive electronic remittances. EMR and PM systems should be integrated together.

Notwithstanding the above, no pharmaceuticals may be sold at the Premises.

EXHIBIT F

POLSINELLI LLP
Jonathon E. Cohn (SBN 136673)
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Los Angeles, CA 90067
Telephone: 310.556.1801
Facsimile: 310.556.1802
Email: jcohn@polsinelli.com

Attorneys for
Newport Healthcare Center, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

OPUS BANK, a California Commercial Bank, Plaintiff, v. HOAG URGENT CARE-TUSTIN, INC., a California corporation; HOAG URGENT CARE-ANAHEIM HILLS, INC., a California corporation; HOAG URGENT CARE-HUNTINGTON HARBOUR, INC., a California corporation; HOAG URGENT CARE-ORANGE, INC., a California corporation; ROBERT C. AMSTER, an individual, Defendants.	Case No. 30-2017-00911945-CU-BC-CJC [Related to Case No. 30-2017-00912132-CU-BC-CJC] Assigned To Judge James J. Di Cesare **NEWPORT HEALTHCARE CENTER, LLC'S NOTICE OF MOTION AND MOTION TO MODIFY STAY TO ALLOW ENFORCEMENT OF SUBLEASES AND GUARANTIES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** **RESERVATION #: 72665261** Date: November 17, 2017 Time: 9:30 a.m. Dept. C16

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on November 17, 2017, at 9:30 a.m., or as soon thereafter as the matter may be heard in Department C16 of the above-entitled Court at 700 West Civic Center Drive, Santa Ana, CA 92701, Newport Healthcare Center, LLC ("Newport" or

NEWPORT HEALTHCARE CENTER, LLC'S NOTICE OF MOTION AND MOTION TO MODIFY STAY TO ALLOW ENFORCEMENT OF SUBLEASES AND GUARANTIES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF
Case No. 30-2017-00911945-CU-BC-CJC
255
59143227.1

Polsinelli LLP
2049 Century Park East, Suite 2300
Los Angeles, CA 90067
310.556.1801

"Landlord"), will and hereby does move this Court for an Order modifying the stay imposed by the Order Appointing Receiver and Issuance of Preliminary Injunction in Aid of Receiver entered by this Court on May 25, 2017.

This Motion is based on this Notice and the Memorandum of Points and Authorities submitted herewith, all documents filed with the Court, and such other oral and documentary evidence as the Court may consider at the time of the hearing.

Dated: September 19, 2017

POLSINELLI LLP

By: JONATHON E. COHN

Attorneys for Newport Healthcare Center, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Landlord subleases or has subleased four properties to Your Neighborhood Urgent Care, LLC ("YNUC"): (1) 5355 Warner Avenue, Suite 102, Huntington Beach, CA 92649; (2) 2560 Bryan Avenue, Tustin, CA 92782; (3) 5630 Santa Ana Canyon Road, Anaheim, CA 92807; and (4) 7622, 7626, and 7630 E. Chapman Avenue, Orange, CA 92869 (collectively "Leased Properties").[1] YNUC sub-subleases or sub-subleased each property, respectively, to Hoag Urgent Care-Huntington Harbour, Inc., Hoag Urgent Care-Tustin, Inc., Hoag Urgent Care-Anaheim Hills, Inc., and Hoag Urgent Care-Orange, Inc.[2]

On May 25, 2017, this Court entered its Order Appointing Receiver and Issuance of Preliminary Injunction in Aid of Receiver ("Receivership Order").[3] Under the Receivership Order, David P. Stapleton ("Receiver") was appointed receiver of Hoag Urgent Care-Huntington Harbour, Inc., Hoag Urgent Care-Tustin, Inc., Hoag Urgent Care-Anaheim Hills, Inc., and Hoag Urgent Care-Orange, Inc. ("Receivership Defendants").

On August 2, 2017, the Receivership Defendants each filed Chapter 11 proceedings in the United States Bankruptcy Court for the Central District of California - Santa Ana Division.[4] YNUC did not and has not filed any bankruptcy proceedings, and, therefore, this Court is not precluded from adjudicating this Motion to modify the Receivership Order.

Although it is questionable whether the stay provisions in the Receivership Order operate

---

[1] The Sublease for 7622, 7626, and 7630 E. Chapman Avenue, Orange, CA 92869 was previously terminated, and YNUC returned the property to Landlord.

[2] YNUC previously sub-subleased the property located at 7622, 7626, and 7630 E. Chapman Avenue, Orange, CA 92869 to Hoag Urgent Care-Orange, Inc.

[3] Landlord never received notice of this action which now threatens to severely restrict its rights.

[4] The Chapter 11 bankruptcy cases are: In re Hoag Urgent Care – Tustin, Case No. 8:17-bk-13077-TA, In re Hoag Urgent Care – Huntington Harbour, Inc., Case No. 8:17-bk-13078-TA, In re Hoag Urgent Care – Orange, Inc., Case No. 8:17-bk-13079-TA, and In re Hoag Urgent Care – Anaheim Hills, Inc., Case No. 8:17-bk-13080-TA (collectively, the "Chapter 11 Cases")

to prevent Landlord from suing YNUC and the two guarantors of the four Subleases, Robert Amster, M.D. ("Dr. Amster") and Robert Amster, M.D., Inc. ("Amster, Inc."), for YNUC's failure to make payments due under the Subleases, Landlord respectfully and out of an abundance of caution moves this Court to modify the stay in the Receivership Order to allow Landlord to sue YNUC, Dr. Amster, and Amster, Inc.

II. ARGUMENT

Despite its obligations to do so, YNUC has failed to make payments to Landlord under each of the four Subleases. On August 16, 2017, Landlord sent via Certified Mail Notices of Default to YNUC under the Subleases and to Dr. Amster and Amster, Inc. under their Guaranties of each Sublease demanding that the amounts owed under the Subleases and guaranteed by Dr. Amster and Amster, Inc. be paid. As of this Motion's date, Landlord has not received all outstanding amounts owed. Accordingly, Landlord has prepared a draft complaint naming YNUC, Dr. Amster, and Amster, Inc. as defendants and seeking all outstanding amounts owed to Landlord. (*See* Exhibit 1, Draft Complaint.)

It is Landlord's contention that the stay provisions in the Receivership Order do not apply to Landlord's potential claims. The only stay provision arguably applicable provides that:

> Except by leave of this Court, during the pendency of the receivership ordered herein, the Receivership Defendants, and all customers, vendors, principals, investors, collectors, stockholders, lessors, creditors and other persons seeking to establish or enforce any claim, right or interest against or on behalf of the Receivership Defendants or any assets or property of the Receivership Defendants be and are hereby stayed from:
>
> . . .
>
> (a) Commencing, prosecuting, continuing or enforcing any suit or proceeding against Receivership Defendants, or any of their subsidiaries or affiliates, except such actions may be filed to toll any applicable statute of limitation;

(May 25, 2017 Receivership Order.)

Regarding YNUC and Amster, Inc., it may be argued that they are affiliates or

subsidiaries of the Receivership Defendants. However, Landlord, as shown in the draft complaint, is not "seeking to establish or enforce any claim, right or interest against . . . the Receivership Defendants or any assets or property of the Receivership Defendants." Instead, Landlord seeks monetary amounts from YNUC, Dr. Amster, and Amster, Inc. only and makes no attempt to seek any assets of Receivership Defendants. As such, the stay provisions, by their language, do not apply to Landlord's claims.

Regarding Dr. Amster, a subsidiary is "[a] corporation in which a parent corporation has a controlling share." CORPORATION, Black's Law Dictionary (10th ed. 2014). An affiliate is "[a] corporation that is related to another corporation by shareholdings or other means of control: a subsidiary, parent, or sibling corporation." AFFILIATE, Black's Law Dictionary (10th ed. 2014). Because Dr. Amster is a natural person, even if the Court were to hold that the above provision was applicable to Landlord's claims, Dr. Amster is not a subsidiary or affiliate, and the stay cannot apply to Dr. Amster.

The conclusion that Landlord's potential lawsuit does not fall under the stay is supported by the purpose of a receiver, which is "the preservation of property which is the subject of litigation pending its disposition according to the judgment entered." *Steinberg v. Goldstein*, 145 Cal. App. 2d 692, 698, 303 P.2d 80, 83-84 (1956) (citing *Kreling v. Kreling*, 118 Cal. 421, 422, 50 P. 54). Here, the Receivership Defendants' property is unaffected by Landlord's potential lawsuit. Under the Receivership Order, potential defendants YNUC, Dr. Amster, and Amster, Inc. are not defined as "Receivership Defendants". Also, the draft complaint makes no claim for unlawful detainer and therefore does not affect the property interests of the Receivership Defendants.

Conversely, if the stay were to block Landlord's claims, the purpose of a guaranty, i.e., to ensure payment of a debt when the debtor cannot pay, would be eviscerated. If a lawsuit such as OPUS Bank's can be filed against one entity and a stay imposed preventing a suit to collect owed money from all other related persons and entities, no matter how tenuous the relationship, a

guaranty is worthless. There is nothing to prevent an entire web of related entities from becoming immune to a claim following a single lawsuit against a single entity imposing a receiver and stay. OPUS Bank's claim against the Receivership Defendants cannot strip Landlord's right to recover amounts owed to it by defendants separate from those over which the receiver has power.

III. CONCLUSION

Although Landlord contends that the stay provisions do not apply to its claims in the draft complaint attached, out of an abundance of caution, Landlord nevertheless seeks an order modifying the stay under the Receivership Order, to the extent the Court deems it applicable to Landlord, so Landlord may file and serve the draft complaint attached here to as Exhibit "A" on YNUC, Dr. Amster, and Amster, Inc. (*See* Receivership Order at 8 (holding that the stay, as applied to lessors, may be lifted "by leave of this Court.").)

Dated: September 19, 2017

POLSINELLI LLP

By: JONATHON E. COHN

Attorneys for Newport Healthcare Center, LLC

EXHIBIT A

POLSINELLI LLP
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Attorneys for Plaintiff Newport Healthcare Center LLC, a Delaware Limited Liability Corporation.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

NEWPORT HEALTHCARE CENTER LLC, a Delaware Limited Liability Company Plaintiff, v. YOUR NEIGHBORHOOD URGENT CARE, LLC, a California Limited Liability Company; ROBERT AMSTER, M.D., an individual; ROBERT AMSTER, M.D., INC., a California Corporation; and DOES 1 through 25, inclusive. Defendants.	**CASE NO.:** **COMPLAINT FOR BREACH OF SUBLEASES AND GUARANTIES** [UNLIMITED CIVIL CASE – EXCEEDS $25,000]

Plaintiff alleges:

Parties, Jurisdiction, and Venue

1. At all relevant times mentioned herein, Plaintiff Newport Healthcare Center LLC ("Plaintiff" or "Sublessor"), was, and now is, a Delaware Limited Liability Company, and sublessor of four commercial real properties located at: 5630 Santa Ana Canyon Road, Anaheim, CA 92807 ("Anaheim Hills Property"); 2560 Bryan Avenue, Tustin, CA 92782 ("Tustin Property"); 5355 Warner Avenue, Suite 102, Huntington Beach, CA 92649 ("Huntington Harbour Property"); and 7622, 7626, and 7630 E. Chapman Avenue, Orange, CA 92869 ("Orange Property") (collectively the "Leased Premises").

2. Defendant Your Neighborhood Care, LLC ("YNUC") is a California Limited

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Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
(310) 556-1801

Liability Company. YNUC's principal place of business is located at 18231 Irvine Blvd., Suite 204, Tustin CA 92780.

3. Defendant Robert Amster, M.D., Inc. ("Amster Inc.") is a California Corporation. Amster Inc.'s principal place of business is located at 18231 Irvine Blvd., Suite 204, Tustin CA 92780.

4. Defendant Robert Amster, M.D. ("Dr. Amster") is an individual who, upon information and belief, resides at 32 Drakes Bay Drive, Apartment 201, Corona Del Mar, CA 92625.

5. Plaintiff does not know the true names and capacities of Defendants sued herein as DOES 1 through 25, inclusive, and therefore sues those Defendants under fictitious names. Plaintiff will amend this Complaint to allege the Defendants' true names and capacities when they are ascertained. Plaintiff is informed and believes and, based thereon, alleges that each Defendant designated herein as a DOE claims an interest in the Leased Premises or is otherwise responsible in some manner for the transactions, events and occurrences hereinafter alleged. Whenever appearing in this complaint, each and every reference to Defendants, or to any of them, is intended to be and shall be a reference to all the Defendants hereto and each of them, named and unnamed, including all fictitiously-named Defendants, unless said reference is otherwise specifically qualified that the allegation specifically refers only to a particular defendant.

6. This Court has jurisdiction over YNUC, Amster, Inc., and Dr. Amster (collectively, "Defendants"), and venue is proper in this Court. *See* Cal. Civ. Proc. Code §§ 392, 395, 395.5.

The Subleases

7. On December 3, 2010, February 14, 2011, June 23, 2011, and August 22, 2011, Sublessor entered into subleases with YNUC, as Sublessee, for the Tustin Property, Orange Property, Huntington Harbour Property, and Anaheim Hills Property, respectively ("Subleases"). (Attached hereto as Exhibit 1 is a true and correct copy of the Anaheim Hills Property Sublease; attached hereto as Exhibit 2 is a true and correct copy of the Tustin Property Sublease; attached hereto as Exhibit 3 is a true and correct copy of the Huntington Harbour Property; attached hereto

as Exhibit 4 is a true and correct copy of the Orange Property Sublease.)

8. YNUC currently remains Sublessee under the Anaheim Hills Sublease, Tustin Sublease, and Huntington Harbour Sublease.

9. In or around December 2015, the Sublease for the Orange Property was terminated pursuant to agreement by the Sublessor and Sublessee, and possession of the Orange Property was returned to Sublessor.

10. Each Sublease requires YNUC to pay Monthly Base Rent. (*See* Subleases, Exhibits 1 through 4, ¶ 4.1.) Monthly Base Rent is subject to increase "on the same percentage basis that such rent is increased for any reason under the Master Lease" (which contains the terms of Sublessor's lease of the Leased Premises from the Master Landlord). (*Id.*, ¶ 4.2.)

11. Pursuant to the Subleases, YNUC is also subject to Additional Rent, which is comprised of "any other sums due and payable by Sublessor under the Master Lease," "Master Lease Common Area Expenses," payments for the YNUC's leasing of assets from Sublessor, and a royalty payment pursuant to the Trademark License given by Sublessor to YNUC as part of the Subleases. (*Id.*, ¶¶ 4.3.1, 4.3.2, 4.3.3, 4.3.4, 9.)

12. To calculate Additional Rent regarding YNUC's leasing assets, "Sublessor will amortize the Leased Assets inclusive of an annual interest rate equal to six percent (6) % per annum over the initial Term of the Sublease." (*Id.*, ¶ 9.)

13. Regarding YNUC's payment of royalties under the Trademark License, "[i]n addition to Monthly Base Rent . . ., Sublessee shall also pay to Sublessor a royalty equal to one percent (1%) of the Net Patient Revenue from the Premises (as hereinafter defined) . . . ." (*See Id.*, ¶ 4.3.4.)

14. Under each of the Subleases, "Sublessee agrees to pay Sublessor a late charge of five percent (5%) of the amount of rent which is not paid within five (5) days of that rent's due date." (*Id.*, ¶ 4.1.)

15. Also:

> The failure by Sublessee to make, when due, any payment of rent as required to be made by Sublessee hereunder, where such failure shall continue for a period of

over ten (10) days after written notice thereof by Sublessor to Sublessee, except that if the failure is due to a breach by Hoag ("Lender") under that certain line of credit agreement described below, with respect to the advancement of loan proceeds which are budgeted for payments of rent herein or for any other permitted shortfalls, then such failure shall be excused until five (5) days after Lender has cured such breach.

(*Id.*, ¶ 23.1.1.)

16. Further:

In the event of an Event of Default by Sublessee, Sublessee will be liable for and will pay Sublessor, in addition to the rents and other sums agreed to be paid hereunder, Sublessor's reasonable attorney's fees incurred in the enforcement of Sublessor's rights under this Sublease. In the event of any legal action or proceeding between Sublessor and Sublessee, arising out of or in connection with this Sublease, including trial and hearings, appeals and bankruptcy proceedings, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

(*Id.*, ¶ 23.4.)

Amendments to Subleases

17. On July 1, 2012, Sublessor and YNUC agreed to amend each of the Subleases. (Attached hereto as Exhibit 5 is a true and correct copy of the First Amendment to Sublease (Anaheim); attached hereto as Exhibit 6 is a true and correct copy of the First Amendment to Sublease (Tustin); attached hereto as Exhibit 7 is a true and correct copy of the First Amendment to Sublease (Huntington); attached hereto as Exhibit 8 is a true and correct copy of the First Amendment to Sublease Agreement (Orange).) The First Amendment to each of the Subleases provided for a forbearance period during which YNUC was temporarily allowed to defer rent payments. Following the forbearance period, YNUC is required to make monthly payments to Sublessor of the then Monthly Base Rent, as adjusted under Section 4.2 of the Sublease and including nine percent (9%) interest, and the amortized payment for the Monthly Base Rent payments otherwise due for the 2012 Forbearance Period and including interest accrued since July 1, 2012 at nine percent (9%). (*See* First Amendments to Subleases, Exs. 5 through 8, ¶¶ 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.5.1, 4.5.2, 4.5.3, 4.5.4.)

18. On January 13, 2016, Sublessor and YNUC agreed to a Second Amendment to the

Tustin, Anaheim Hills, and Huntington Harbour Subleases (the Orange Property had previously been turned over and its Sublease terminated in December 2015). (Attached hereto as Exhibit 9 is a true and correct copy of the Second Amendment to Sublease (Anaheim); attached hereto as Exhibit 10 is a true and correct copy of the Second Amendment to Sublease (Tustin); attached hereto as Exhibit 11 is a true and correct copy of the Second Amendment to Sublease (Huntington)).

19. Under each of the Second Amendments to the Tustin, Huntington Harbour, and Anaheim Hills Subleases, the following language was added to the end Paragraph 4.1:

> The parties acknowledge and agree that Sublessee's foregoing agreement to pay Sublessor a late charge of five percent (5%) of the amount of rent which is not paid within five (5) days after that rent's due date constitutes a five (5) day grace period (such five (5) day grace period, the "Grace Period") for the payment of rent due under this Sublease.

(Exs. 9 through 11, ¶ 2(a).)

20. Under each of the Second Amendments to the Subleases, the first sentence of Paragraph 23.3.1 of the Tustin, Huntington Harbour, and Anaheim Hills Subleases is deleted and replaced with the following:

> The failure by Sublessee to make, when due, any payment of rent as required to be made by Sublessee hereunder, where such failure shall continue for a period of over three (3) days after written notice thereof by Sublessor to Sublessee, such written three (3) day notice may be given only upon the expiration of the five (5) day Grace Period set forth in Section 4.1 above . . . .

(*Id.*, ¶ 3.)

21. Under each of the Second Amendments to the Subleases, a new Paragraph 40 is added to the Tustin, Huntington Harbour, and Anaheim Hills Subleases which provides that if the Sublessee fails to pay rent on two separate occasions in any 12 month period to pay rent when due, the Sublessee shall pay to the Sublessor as liquidated damages $2,500 for the second occasion. (*Id.* ¶ 5.)

22. Under the Second Amendment to Sublease Agreement (Anaheim), the due date for

rent, as of January 1, 2016, was changed from the first (1st) day of the month to the tenth (10th) day of the month. (Ex. 9, ¶ 2(b).) Additionally, YNUC is required to pay $35.73 in Additional Rent "to account for the difference in the date in which Rent is due under the Master Lease." (*Id.*)

23. Under the Second Amendment to Sublease Agreement (Huntington), the due date for rent, as of January 1, 2016, was changed from the first (1st) day of the month to the twentieth (20th) day of the month. (Ex. 11, ¶ 2(b).) Additionally, YNUC is required to pay $63.79 in Additional Rent "to account for the difference in the date in which Rent is due under the Master Lease." (*Id.*)

Guaranties

24. Simultaneous to YNUC's execution of each Sublease, Sublessor obtained Guaranties from Dr. Amster and Amster Inc. for the performance of each Sublease. (Attached hereto as Exhibit 12 is a true and correct copy of the Anaheim Hills Guaranty; attached hereto as Exhibit 13 is a true and correct copy of the Tustin Guaranty; attached hereto as Exhibit 14 is a true and correct copy of the Huntington Harbour Guaranty; attached hereto as Exhibit 15 is a true and correct copy of the Orange Guaranty.)

25. The Guaranties each provide that "[a]s a condition of undertaking the tenant obligations under the Lease, Sublessor has insisted that the obligations of YNUC under the Sublease be guaranteed by Robert Amster, M.D. and Robert Amster, M.D., Inc." (Exs. 12 through 15.)

26. The Guaranties also each provide that:

> Guarantors jointly and severally hereby unconditionally guarantee to Sublessor: (a) the due and punctual payment, when and as the same shall become due, of any and all amounts due pursuant to the Sublease, and (b) the full and prompt performance and observance by YNUC of each and all of the covenants and agreements required to be performed and observed by YNUC under the terms of the Sublease.

(*Id.*, ¶ 3.1)

27. The obligations of the Guarantors under the Guaranty Agreement are absolute and

unconditional and remain in effect until the expiration of the Sublease. (*Id.*, ¶ 3.2.)

28. Further, under the Guaranties, "Sublessor may proceed first and directly against the Guarantors or either of them under this Guaranty Agreement without proceeding against or exhausting any other remedies which it may have (including any remedies it may have under the Sublease) and without resorting to any other security held by Sublessor." (*Id.*, ¶ 3.4.)

29. Under each of the Guaranties, the failure to make any payments under the Guaranty constitutes an event of default. (*Id.*, ¶ 4.1(a).)

30. Additionally:

> If Guarantors should default under any of the provisions of this Guaranty Agreement and Sublessor should employ attorneys or incur other reasonable expenses for the collection of the payments due hereunder, each of the Guarantors agrees that it will on demand thereof to pay Sublessor the reasonable fee of such attorneys and such other reasonable expenses so incurred by Sublessor; provided, however, if Guarantors or YNUC shall contest any such action by Sublessor, payment of the claims of Sublessor shall be paid by Guarantors or YNUC pending the final resolution or settlement of said dispute.

(*Id.* ¶ 4.3.)

Defendants' Failure to Make Payments Under the Subleases and Guaranties

31. On August 16, 2017, Sublessor sent via Certified Mail Notices of Default to YNUC pursuant to the Subleases and to Dr. Amster and Amster, Inc. pursuant to the Guaranties demanding the amounts due as of that date. (Attached hereto as Exhibit 17 is a true and correct copy of the August 16, 2017 Notice of Default to YNUC; attached hereto as Exhibit 18 is a true and correct copy of the August 16, 2017 Notice of Default to Dr. Amster and Amster, Inc.)

32. As of September 10, 2017, YNUC had failed to make timely payments of rent under all four Subleases.

33. As of September 10, 2017, the following amounts were due and payable under each Sublease by YNUC:

Anaheim Hills Sublease	Additional Rent	$142.92
	Charge Back to Tenant	$425.50
	Deferred Rent	$10,602.38
	Late Fees	$2,381.22
	Operating Expenses - Estimate	$7,587.35
	Furniture Fixtures and Equipment	$8,953.80
	Base Rent	$40,440.83
	Royalty	$8,231.80
	Liquidated Damages	$2,500.00
	Total	**$81,265.80**
Tustin Sublease	Deferred Rent	$9,654.08
	Late Fees	$2,165.16
	Operating Expenses - Estimate	$8,955.83
	Furniture Fixtures and Equipment	$8,589.76
	Base Rent	$34,813.23
	Royalty	$9,036.84
	Liquidated Damages	$2,500.00
	Total	**$75,714.90**
Orange Sublease	Operating Expenses - Estimate	$4,113.11
	Operating Expenses - Actual	-$224.48
	Royalty	$162.89
	Total	**$4,051.52**
Huntington Hills Sublease	Additional Rent	$191.37
	Charge Back to Tenant	$225.00
	Late Fees	$1,375.82
	Operating Expenses - Estimate	$7,062.67
	Furniture Fixtures and Equipment	$6,575.85
	Base Rent	$21,149.97
	Prepayment	-$110.71
	Royalty	$6,880.94
	Liquidated Damages	$2,500.00
	Total	**$45,850.91**
Grand Total		**$206,883.13**

(Attached hereto as Exhibit 16 is a true and correct copy of the Aged Delinquency Report for the four Subleases, providing further detail on those amounts YNUC has failed to timely pay.)

34. As of the date of filing of this Complaint, Defendants have not paid the aforesaid outstanding amounts past-due and payable.

COUNT 1: BREACH OF SUBLEASES AS TO YNUC

35. Plaintiff realleges and incorporates by reference the allegations contained in Paragraphs 1 through 34 above.

36. Sublessor and YNUC entered into the Subleases for the Tustin Property, the Huntington Harbour Property, the Orange Property, and the Anaheim Hills Property.

37. The Subleases require that YNUC make certain payments each month by a certain date.

38. For example, each Sublease requires YNUC to pay Monthly Base Rent and Additional Rent, which is comprised of "any other sums due and payable by Sublessor under the Master Lease," "Master Lease Common Area Expenses," payments for the YNUC's leasing of assets from Sublessor, and a royalty payment pursuant to the Trademark License given by Sublessor to YNUC as part of the Subleases.

39. Sublessor and YNUC also entered into the First Amendment to Sublease for all four Sublease, under which YNUC is required to make deferred rent payments.

40. Sublessor and YNUC further entered into the Second Amendment to Sublease for the Tustin Sublease, the Huntington Harbour Sublease, and the Anaheim Hills Sublease, which requires that if YNUC fails to pay rent on more than one occasion in a 12-month period, Sublessor is entitled to liquidated damages in the amount of $2,500 for the second occasion under each Sublease.

41. On August 16, 2017, Sublessor sent a Notice of Default to YNUC demanding outstanding amounts past due as of that date.

42. As of September 10, 2017, YNUC failed to timely make payments on more than one occasion under the Anaheim Hills Sublease and, under that Sublease, owes $81,265.80.

43. As of September 10, 2017, YNUC failed to timely make payments on more than one occasion under the Tustin Sublease and, under that Sublease, owes $75,714.90.

44. As of September 10, 2017, YNUC failed to timely make payments on more than one occasion under the Huntington Harbour Sublease and, under that Sublease, owes $45,850.91.

45. As of September 10, 2017, YNUC had failed to timely make payments under the

Orange Sublease totaling $4,051.52.

46. YNUC's failure to make such payments constitutes an event of default under the Subleases. YNUC has therefore breached the Subleases.

47. As a result of YNUC's breaching the Subleases, Sublessor has suffered damages in the amount of at least $206,883.13.

48. Sublessor is further entitled, pursuant to each Sublease, to reasonable attorney's fees and court costs incurred related to this action.

COUNT 2: BREACH OF GUARANTIES AS TO DR. AMSTER AND AMSTER, INC.

49. Plaintiff realleges and incorporates by reference the allegations contained in Paragraphs 1 through 48 above.

50. Simultaneous to the execution of each of the four Subleases referenced herein, Dr. Amster and Amster, Inc. executed and entered into a Guaranty of Sublease Agreement for all four Subleases with Sublessor.

51. Pursuant to each Guaranty, Dr. Amster and Amster, Inc. jointly and severally unconditionally guaranteed to Sublessor: (a) the due and punctual payment, when and as the same shall become due, of any and all amounts due pursuant to the Sublease, and (b) the full and prompt performance and observance by YNUC of each and all of the covenants and agreements required to be performed and observed by YNUC under the terms of the Sublease.

52. On August 16, 2017, Sublessor sent a Notice of Default to Dr. Amster and Amster, Inc., notifying them that YNUC by failing to timely pay amounts due under the four Subleases was in default on and therefore in breach of the Subleases and demanding such outstanding amounts past due be paid by Dr. Amster and Amster, Inc.

53. Dr. Amster and Amster, Inc. to date have failed to make payments under any Guaranty to Sublessor, thereby breaching each of the four Guaranties of Sublease Agreements.

54. As a result of Dr. Amster and Amster, Inc.'s breaching the Guaranty of Sublease Agreements for all four Subleases, Sublessor has suffered damages in the amount of at least $206,883.13.

55. Sublessor is further entitled, pursuant to each Guaranty of Sublease Agreement, to

reasonable attorney's fees and court costs incurred related to this action.

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. That the Court will enter judgment in favor of Plaintiff for compensatory damages in the amount of at least $206,883.13, pre-judgment and post-judgment interest as allowed by law, reasonable attorney's fees, costs, expenses, and all other amounts allowable by law;

2. That the Court will provide such other and further relief as this Court may deem necessary and proper.

DATED: September ____, 2017

POLSINELLI LLP

By: _____
JONATHON E. COHN
DANILA I. TOSCANO

Attorneys for Plaintiff Newport Healthcare Center LLC, a Delaware Limited Liability Corporation.

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is Polsinelli, LLP, 2049 Century Park East, Suite 2900, Los Angeles, CA 90067.

On September 19, 2017, I served the document(s) described as:

NEWPORT HEALTHCARE CENTER, LLC'S NOTICE OF MOTION AND MOTION TO MODIFY STAY TO ALLOW ENFORCEMENT OF SUBLEASES AND GUARANTIES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF on the parties in this action by placing a true copy thereof enclosed in sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

☒ MAIL: I am readily familiar with this business's practice for collecting and processing correspondence for mailing. Following our ordinary business practices, the document is placed for collection and mailing on the same day that is deposited with the United States Postal Service in a sealed envelope with postage fully prepaid. I am aware that upon motion of a party served, service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in the affidavit.

☒ BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I hereby declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on September 19, 2017, at Los Angeles, California.

Margie Arias	
Print Name	Signature

SERVICE LIST

Superior Court of California, County of Orange
Opus Bank v. Hoag Urgent Care-Tustin, Inc., et al.
Case No. 30-2017-00911945-CU-BC-CJC

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Lobel Weiland Golden Friedman LLP Jeffrey I. Golden Faye C. Rasch 650 Town Center Drive, Ste 950 Costa Mesa, CA 92628-2470 Phone (714)445-1013 Fax (714)-966-1002 jgolden@lwgfllp.com frasch@lwgfllp.com	*Attorneys for Defendant, Robert C. Amster*
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EXHIBIT G

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OPUS BANK, a California Commercial Bank

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 25 2017

DAVID H. YAMASAKI, Clerk of the Court

BY:_____,DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

OPUS BANK, a California Commercial Bank, Plaintiff, v. HOAG URGENT CARE-TUSTIN, INC., a California corporation; HOAG URGENT CARE-ANAHEIM HILLS, INC., a California corporation; HOAG URGENT CARE-HUNTINGTON HARBOUR, INC., a California corporation; HOAG URGENT CARE-ORANGE, INC., a California corporation; ROBERT C. AMSTER, an individual; and DOES 1 through 50, inclusive, Defendants.	CASE NO. 30-2017-00911945-CU-BC-CJC Assigned to Judge James J. Di Cesare Dept. C16 Related to Case No. 30-2017-00912132-CU-BC-CJC H.S. 5-25-17 **[~~PROPOSED~~] ORDER APPOINTING RECEIVER AND ISSUANCE OF PRELIMINARY INJUNCTION IN AID OF RECEIVER**

Upon the Stipulation of Plaintiff Opus Bank, a California Commercial Bank ("Plaintiff") and Defendants Hoag Urgent Care-Tustin, Inc., Hoag Urgent Care-Anaheim Hills, Inc., Hoag Urgent Care-Huntington Harbour, Inc. and Hoag Urgent Care-Orange, Inc. (collectively, the "Receivership Defendants") for Appointment of Receiver and Issuance of Preliminary Injunction In Aid of Receiver and good cause appearing therefor:

IT IS HEREBY ORDERED that David P. Stapleton ("Receiver") be and is hereby appointed receiver over the assets and property of the Receivership Defendants, subject to the conditions that before entering upon his duties as the Receiver, he shall file the oath of office and file a surety bond in the sum of $50,000 to secure faithful performance of his duties as receiver.

IT IS FURTHER ORDERED that the Receiver shall have the following powers and responsibilities:

1. To enter, gain access, and take possession of the premises of the Receivership Defendants wherever their assets and property are located, including, without limitation, at the following locations: Hoag Urgent Care Anaheim Hills, 5630 E. Santa Ana Canyon Rd. #100, Anaheim, California; Hoag Urgent Care Huntington Harbor, 5355 Warner Avenue #102, Huntington Beach, California; Hoag Urgent Care Tustin, 2560 Bryan Avenue #A, Tustin, California; and Hoag Urgent Care Orange, 7630B E. Chapman Avenue, Orange, California ("Business Premises"), and to seize, manage, control and collect all of the Receivership Defendants' assets, including, but not limited to, (a) the Collateral as defined in the Commercial Security Agreement attached as Exhibit 3 to Plaintiff's Verified Complaint filed herein; (b) all inventory, equipment and accounts, including, but not limited to, all health-care insurance receivables, chattel paper, instruments, all promissory notes, letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance; (c) general intangibles including but not limited to all software and all payment intangibles; (d) all fixtures; (e) all goodwill relating to the foregoing property; (f) all records, data and embedded software relating to the foregoing property; (g) all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; (h) all products and proceeds of the foregoing, including, but not limited to, all insurance

payments; and (i) all interests which the Receivership Defendants have or may have acquired in or to the Collateral, together with all income, revenue, profits, proceeds and payments derived therefrom (collectively, all of the foregoing are referred to as the "Receivership Property"). To the extent any Receivership Property is located in a location other than the Business Premises, the Receivership Defendants shall notify the Receiver and Plaintiff of the subject items and their location, and provide access to the location(s) or deliver possession of the subject Receivership Property no later than ten (10) calendar days after the entry of this order. The Receiver shall make books and records of the Receivership Defendants available or provide copies of the same to the Receivership Defendants and/or their principals, employees, agents, and professionals within ten (10) calendar days of the receipt of written request for such access.

2. Subject to approval of the Court, the Receiver shall have the right to sell, lease, transfer, collect and convey the Receivership Property.

3. To take any and all steps necessary to receive, collect and review all mail addressed to Receivership Defendants, including, but not limited to, mail addressed to each and every one of their Business Premises and any post office boxes held in the name of Receivership Defendants, and, at the Receiver's discretion, he is authorized to instruct the U.S. Postmaster to re-route, hold and/or release said mail to the Receiver. Copies of mail reviewed by the Receiver in the performance of his duties will promptly be made available for inspection by Receivership Defendants upon request after review by the Receiver. Receiver shall not collect, open or review any mail addressed solely to any individual or entity other than the Receivership Defendants. If any correspondence appears to be confidential or privileged in nature, including, without limitation, any communications from counsel for the Receivership Defendants, Receiver shall immediately notify the Receivership Defendants of the receipt of such correspondence and shall not open or review such correspondence (a) unless and until authorized or instructed to do so by the Receivership Defendants or, (b) if no such authorization is received, five (5) court days have passed since Receiver notified the Receivership Defendants of the receipt of such correspondence. The Receivership Defendants shall have the right to review any potentially confidential or privileged correspondence prior to Receiver's review of the same. The

Receivership Defendants shall have the right to withhold any confidential or privileged correspondence or communication if the disclosure of the correspondence or communication to Receiver would violate or render inapplicable any protection(s) for confidential or privileged communications or information under California or federal law. Receiver agrees to maintain the confidentiality of and abide by all laws and regulations with respect to mail he receives, collects and reviews that deal with patient information.

4. To demand, collect, and receive all monies, funds and payments arising from the Receivership Property.

5. To take possession of all bank and deposit accounts of Receivership Defendants wherever located, and to take possession of any money on deposit in said accounts.

6. To establish bank accounts at any bank the Receiver deems appropriate for the deposit of monies and funds collected and received in connection with his administration of the Receivership estate, provided that all funds on deposit are insured by an agency of the United States Government and the account(s) and bank(s) are disclosed to the Receivership Defendants and the court.

7. The Receiver shall have the non-exclusive right to use in the course of the operations of the Receivership Defendants the Federal and State taxpayer identification and account numbers of the Receivership Defendants, including Receivership Defendants' property tax account numbers, NPI numbers and any other billing NPI numbers used by the Receivership Defendants and licensed physicians, whether employees or contractors, and computer network access passwords, keys and any other access controls, computer and software passwords, business licenses, Federal, State and any other licenses currently required to operate, in connection with the Receivership estate, as necessary to perform and/or carry-out the Receiver's duties. The Receivership Defendants, and each of them, shall promptly provide to Receiver the foregoing information and any other information necessary for the operation of the Receivership Defendants or for Receiver to perform or carry-out the Receiver's duties. Notwithstanding anything to the contrary, the obligation to provide information and/or access pursuant to this paragraph 7 shall not apply to the personal accounts of the officers, owners, principals, agents, employees, and/or

independent contractors of the Receivership Defendants, or the personal or professional accounts of any professionals or advisors of the Receivership Defendants, including, without limitation, any accounts for the attorneys representing the Receivership Defendants, or any of them, or their respective law firms.

8. To execute and prepare all documents and to perform all acts, either in the names of the Receivership Defendants, or in the Receiver's own name, which are reasonably necessary to preserving, protecting, managing, controlling, and/or liquidating the Receivership Property.

9. To contact the Receivership Defendants' account debtors ("Account Debtors"), and/or their billing departments, insurance companies, governmental agencies or contractors, in order to advise the Account Debtors not to send or transmit further payments to the Receivership Defendants and to instruct the Account Debtors to send or transmit any and all payments due directly to the Receiver.

10. To compromise debts and to incur risks and obligations reasonably necessary to maintain or continue the businesses and enterprises of the Receivership Defendants.

11. To employ servants, agents, employees, appraisers, guards, clerks, accountants, liquidators, auctioneers, locksmiths, computer system experts, attorneys, and management consultants necessary to assist the Receiver in administering the Receivership estate and to protect the Receivership Property and to purchase any necessary materials, supplies and services and to pay therefor at the usual rate and prices out of funds that shall come into his possession. No expenses incurred by the Receiver pursuant to this paragraph shall be the personal obligation of the Receiver but shall be the obligation of the Receivership estate.

12. To procure insurance on the Receivership Property if, in his discretion, there is insufficient insurance coverage thereon, provided the Receiver has funds available to do so. Receiver shall make a determination regarding the adequacy of the insurance coverage and, if deemed deficient, obtain additional coverage, if funds are available to do so, no later than thirty (30) days after the entry of this order. During said 30-day period, the Receiver shall not be personally responsible for claims arising or for the procurement of insurance.

13. To institute ancillary proceedings in this State or other States as is necessary to obtain possession and control of the Receivership Property, and to participate in any court or other proceedings involving Receivership Defendants. The Receiver may engage the services of counsel in accordance with California Rule of Court ("CRC") 3.1180. The Receiver may pay for such services from the funds of the Receivership estate.

14. In accordance with CRC 3.1181, the Receiver shall, within thirty (30) days of his appointment, file in this action an inventory of all property of which he has taken possession pursuant to this Order and any supplemental inventory which he subsequently obtains. The Receiver shall provide the parties with a copy of the inventory pursuant to CRC 3.1182.

15. In accordance with CRC 3.1182, the Receiver shall prepare interim statements every thirty (30) days commencing with his appointment providing any and all information and disclosures required under CRC 3.1182, including, without limitation, the Receiver's fees and administrative costs and expenses incurred for the period in the operation and administration of the Receivership estate. Subject to the requirements and limitations of CRC 3.1183, the Receiver may seek approval to pay from the Receivership estate funds, if any, the amount of said statement, including fees and expenses due to the Receiver and Receiver's counsel, if any. Notwithstanding any interim payment(s) on account of Receiver's fees and administrative expenses, such fees and expenses shall be submitted to the Court for its final approval and confirmation in accordance with CRC 3.1184.

16. The Receiver shall not be obligated to file on behalf of the Receivership Defendants any federal or state income tax returns, schedules or other forms as required under applicable law. The Receiver shall make any and all documents in his possession, custody or control available to the Receivership Defendants or their agents within ten (10) calendar days of written request.

17. If reasonably necessary to maintain the operations of the Receivership Defendants and subject to court approval, the Receiver may issue Receivership Certificates totaling no more than $1,000,000 in increments of up to $10,000 bearing interest at no more than eight percent (8%) per annum to any person or party that loans funds to the Receivership estate. Before the

Receiver borrows from or issues Receivership Certificates to any party to this action, the Receiver must provide written notice to all parties to this action of his intention to enter into such a transaction, the terms of the transaction, and the terms of any similar transactions with individuals or entities that are not parties to this action. All funds loaned to the Receiver pursuant to such Receivership Certificate(s) shall be deemed to be a lien and charge of first priority on all assets of the Receivership estate which shall be repaid prior to all other encumbrances and claims, other than costs of administration of the receivership.

18. In their sole and absolute discretion, the Receivership Defendants, and each of them, may file a petition for relief under any chapter of title 11 of the United States Code following the appointment of the Receiver or the term of this order. Nothing contained herein shall be interpreted to hinder, limit, diminish, divest or transfer the rights of the Receivership Defendants to file a petition for relief under any chapter of title 11 of the United States Code following the appointment of the Receiver or the term of this order. If any of the Receivership Defendants files a bankruptcy case during the receivership, Plaintiff shall give notice of the bankruptcy case to the Court, to all parties, and to the Receiver by the close of the business day after the day on which Plaintiff receives notice of the bankruptcy filing.

19. If the Receiver receives notice that a bankruptcy has been filed by any or all of the Receivership Defendants and/or that part of any bankruptcy estate includes property that is the subject of this order, the Receiver shall have the following duties:

(a) The Receiver shall immediately contact the party who obtained the appointment of the Receiver and determine whether that party intends to move in the bankruptcy court for an order for (1) relief from the automatic stay (11 U.S.C. § 362), and/or (2) relief from the Receiver's obligation to turn over the property (11 U.S.C. § 543). If the party has no intention to make such motions, the Receiver shall immediately turn over any and all property in his possession, custody or control subject to this order to the appropriate entity (either to the trustee in bankruptcy if one has been appointed or, if not, to the debtor in possession) and otherwise comply with 11 United States Code section 543.

(b) If the party who obtained the receivership intends to seek relief immediately from the automatic stay and/or the Receiver's obligation to turn over the property, the Receiver may remain in possession and preserve the property pending the ruling on those motions (11 U.S.C. § 543(a)). The Receiver's authority to preserve the property shall be limited to the following:

(1) The Receiver may continue to collect rents and other income;

(2) The Receiver may make only those disbursements necessary to preserve and protect the property;

(3) The Receiver shall not execute any new leases or other long-term contracts; and

(4) The Receiver shall do nothing that would effect a material change in the circumstances of the property.

(c) If no motion for relief from the automatic stay or to excuse turnover is filed within ten (10) court days after the Receiver's receipt of notice of the date of the bankruptcy filing, but in no event later than seven (7) court days from the date of the bankruptcy filing, the Receiver shall immediately turn over the property in his possession, custody or control subject to this order to the appropriate entity (either to the trustee in bankruptcy if one has been appointed or, if not, to the debtor in possession) and otherwise comply with 11 United States Code section 543.

(d) The Receiver may petition the Receivership Court to retain legal counsel to assist the Receiver with issues arising out of the bankruptcy proceedings that affect the receivership.

20. The Receiver shall be authorized to apply to this Court for further orders instructing the Receiver from time to time, and on due notice.

PRELIMINARY INJUNCTION

21. Effective upon entry of this order, the Receivership Defendants, their officers, members, directors, agents, servants, employees and all persons or entities acting under, or in

concert with them or for them, are ordered to do the following and are restrained and enjoined from engaging in, or performing, directly or indirectly, any or all of the following acts:

(a) Interfering, hindering or molesting in any way whatsoever the Receiver in the performance of the Receiver's duties herein described and in the performance of any duties incident thereto;

(b) Failing or refusing to turnover to or provide the Receiver access to all Business Premises in accordance with the provisions hereof;

(c) Transferring any interest in the Receivership Property by sale, pledge, grant of security interest, assignment, invoice or encumbering in any manner thereof;

(d) Removing any Receivership Property from the Business Premises;

(e) Transferring, concealing, destroying, defacing or altering any of Receivership Defendants' books and records;

(f) Diverting in any of the proceeds from Receivership Defendants' accounts receivable, equipment and/or inventory;

(g) Causing any mail addressed to the Receivership Defendants or payments by Receivership Defendants' Account Debtors to be forwarded to any address other than the Business Premises or any existing post office box or other mailing address in the name of the Receivership Defendants, or otherwise interfering with or intercepting any mail intended for the Receivership Defendants; and

(h) Failing or refusing to immediately turn over to the Receiver the Receivership Property and all monies, checks, funds or proceeds relating to the Receivership Property, or failing to make available to the Receiver all books and records of the Receivership Defendants relating to the Receivership Property.

IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of the receivership ordered herein, the Receivership Defendants, and all customers, vendors, principals, investors, collectors, stockholders, lessors, creditors and other persons seeking to establish or enforce any claim, right or interest against or on behalf of the Receivership

Defendants or any assets or property of the Receivership Defendants be and are hereby stayed from:

(a) Commencing, prosecuting, continuing or enforcing any suit or proceeding against Receivership Defendants, or any of their subsidiaries or affiliates, except such actions may be filed to toll any applicable statute of limitations;

(b) Commencing, prosecuting, continuing or entering into any suit or proceeding in the name or on behalf of Receivership Defendants, or any of their subsidiaries or affiliates;

(c) Accelerating the due date of any obligation or claimed obligation, enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, any property of the Receivership Defendants, or any of their subsidiaries or affiliates, or any property claimed by any of them or attempting to foreclose, forfeit, alter, or terminate any of the Receivership Defendants or any of their subsidiaries or affiliates interest in property, including, without limitation, the establishment, granting or perfection of any security interest, whether such acts are part of a judicial proceeding or otherwise;

(d) Using self-help or executing or issuing, or causing the execution or issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon any property, wherever located, owned by or in the possession of the Receivership Defendants, or any of their subsidiaries or affiliates, or the Receiver appointed pursuant to this Order or any agent appointed by said Receiver; and

(e) Doing any act or thing whatsoever to interfere with the Receiver taking control, possession or management of the Receivership Property, or to in any way interfere with the Receiver, or to harass or interfere with the duties of the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the property and assets of the Receivership Defendants, or their subsidiaries or affiliates. Provided, however, nothing in this paragraph shall prohibit any federal or state law enforcement or regulatory authority from

commencing or prosecuting an action against the Receivership Defendants, or their subsidiaries or affiliates.

(f) None of the foregoing provisions shall be interpreted in any way to hinder, limit, diminish, divest or transfer the rights of the Receivership Defendants to file a petition for relief under any chapter of title 11 of the United States Code following the appointment of the Receiver or during the term of this order.

THE COURT ORDERS Plaintiff to immediately file a preliminary injunction bond under Code of Civil Procedure section 529 in the amount of $1,000 and file a Plaintiff's receivership bond under Code of Civil Procedure section 566(b) in the amount of $1,000.

IT IS SO ORDERED.

DATED: 5-25-17

JUDGE OF THE SUPERIOR COURT
WALTER SCHWARM

BUCHALTER
A Professional Corporation
BARRY A. SMITH (SBN: 48697)
STEVEN M. SPECTOR (SBN: 51623)
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Attorneys for Plaintiff
OPUS BANK, a California Commercial Bank

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 25 2017

DAVID H. YAMASAKI, Clerk of the Court

BY:_____ DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

OPUS BANK, a California Commercial Bank, Plaintiff, v. LAGUNA-DANA URGENT CARE, INC., a California corporation; CYPRESS URGENT CARE, INC., a California corporation; YOUR NEIGHBORHOOD URGENT CARE, LLC, a California limited liability company; ROBERT C. AMSTER, an individual; and DOES 1 through 70, inclusive, Defendants.	CASE NO. 30-2017-00912132-CU-BC-CJC Assigned to Judge James J. Di Cesare Dept. C16 RELATED TO CASE NO. 30-2017-00911945-CU-BC-CJC U.S. 5-25-17 **[~~PROPOSED~~] ORDER APPOINTING RECEIVER AND ISSUANCE OF PRELIMINARY INJUNCTION IN AID OF RECEIVER**

Upon the Stipulation of Plaintiff Opus Bank, a California Commercial Bank ("Plaintiff") and Defendants Laguna-Dana Urgent Care, Inc., Cypress Urgent Care, Inc., Your Neighborhood Urgent Care, LLC (collectively, the "Receivership Defendants") for Appointment of Receiver and Issuance of Preliminary Injunction In Aid of Receiver and good cause appearing therefor:

IT IS HEREBY ORDERED that David P. Stapleton ("Receiver") be and is hereby appointed receiver over the assets and property of the Receivership Defendants, subject to the conditions that before entering upon his duties as the Receiver, he shall file the oath of office and file a surety bond in the sum of $50,000 to secure faithful performance of his duties as receiver.

IT IS FURTHER ORDERED that the Receiver shall have the following powers and responsibilities:

1. To enter, gain access, and take possession of the premises of the Receivership Defendants wherever their assets and property are located, including, without limitation, at the following locations: Laguna-Dana Urgent Care Center, 24060 Camino del Avion, Unit A, Dana Point, CA; Cypress Urgent Care Center, 6876 Katella Ave., Cypress, CA; Your Neighborhood Urgent Care, 18231 Irvine Blvd., No. 204, Tustin, CA; ("Business Premises"), and to seize, manage, control and collect all of the Receivership Defendants' assets, including, but not limited to, (a) the Collateral as defined in the Commercial Security Agreement attached as Exhibit 3 to Plaintiff's Verified Complaint filed herein; (b) all inventory, equipment and accounts, including, but not limited to, all health-care insurance receivables, chattel paper, instruments, all promissory notes, letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance; (c) general intangibles including but not limited to all software and all payment intangibles; (d) all fixtures; (e) all goodwill relating to the foregoing property; (f) all records, data and embedded software relating to the foregoing property; (g) all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; (h) all products and proceeds of the foregoing, including, but not limited to, all insurance payments; and (i) all interests which the Receivership Defendants have or may have acquired in or to the Collateral, together with all income, revenue, profits, proceeds and payments derived therefrom (collectively, all of the foregoing are referred to as the "Receivership

Property"). To the extent any Receivership Property is located in a location other than the Business Premises, the Receivership Defendants shall notify the Receiver and Plaintiff of the subject items and their location, and provide access to the location(s) or deliver possession of the subject Receivership Property no later than ten (10) calendar days after the entry of this order. The Receiver shall make books and records of the Receivership Defendants available or provide copies of the same to the Receivership Defendants and/or their principals, employees, agents, and professionals within ten (10) calendar days of the receipt of written request for such access.

2. Subject to approval of the Court, the Receiver shall have the right to sell, lease, transfer, collect and convey the Receivership Property.

3. To take any and all steps necessary to receive, collect and review all mail addressed to Receivership Defendants, including, but not limited to, mail addressed to each and every one of their Business Premises and any post office boxes held in the name of Receivership Defendants, and, at the Receiver's discretion, he is authorized to instruct the U.S. Postmaster to re-route, hold and/or release said mail to the Receiver. Copies of mail reviewed by the Receiver in the performance of his duties will promptly be made available for inspection by Receivership Defendants upon request after review by the Receiver. Receiver shall not collect, open or review any mail addressed solely to any individual or entity other than the Receivership Defendants. If any correspondence appears to be confidential or privileged in nature, including, without limitation, any communications from counsel for the Receivership Defendants, Receiver shall immediately notify the Receivership Defendants of the receipt of such correspondence and shall not open or review such correspondence (a) unless and until authorized or instructed to do so by the Receivership Defendants or, (b) if no such authorization is received, five (5) court days have passed since Receiver notified the Receivership Defendants of the receipt of such correspondence. The Receivership Defendants shall have the right to review any potentially confidential or privileged correspondence prior to Receiver's review of the same. The Receivership Defendants shall have the right to withhold any confidential or privileged correspondence or communication if the disclosure of the correspondence or communication to Receiver would violate or render inapplicable any protection(s) for confidential or privileged

communications or information under California or federal law. Receiver agrees to maintain the confidentiality of and abide by all laws and regulations with respect to mail he receives, collects and reviews that deal with patient information.

4. To demand, collect, and receive all monies, funds and payments arising from the Receivership Property.

5. To take possession of all bank and deposit accounts of Receivership Defendants wherever located, and to take possession of any money on deposit in said accounts.

6. To establish bank accounts at any bank the Receiver deems appropriate for the deposit of monies and funds collected and received in connection with his administration of the Receivership estate, provided that all funds on deposit are insured by an agency of the United States Government and the account(s) and bank(s) are disclosed to the Receivership Defendants and the court.

7. The Receiver shall have the non-exclusive right to use in the course of the operations of the Receivership Defendants the Federal and State taxpayer identification and account numbers of the Receivership Defendants, including Receivership Defendants' property tax account numbers, NPI numbers and any other billing NPI numbers used by the Receivership Defendants and licensed physicians, whether employees or contractors, and computer network access passwords, keys and any other access controls, computer and software passwords, business licenses, Federal, State and any other licenses currently required to operate, in connection with the Receivership estate, as necessary to perform and/or carry-out the Receiver's duties. The Receivership Defendants, and each of them, shall promptly provide to Receiver the foregoing information and any other information necessary for the operation of the Receivership Defendants or for Receiver to perform or carry-out the Receiver's duties. Notwithstanding anything to the contrary, the obligation to provide information and/or access pursuant to this paragraph 7 shall not apply to the personal accounts of the officers, owners, principals, agents, employees, and/or independent contractors of the Receivership Defendants, or the personal or professional accounts of any professionals or advisors of the Receivership Defendants, including, without limitation,

any accounts for the attorneys representing the Receivership Defendants, or any of them, or their respective law firms.

8. To execute and prepare all documents and to perform all acts, either in the names of the Receivership Defendants, or in the Receiver's own name, which are reasonably necessary to preserving, protecting, managing, controlling, and/or liquidating the Receivership Property.

9. To contact the Receivership Defendants' account debtors ("Account Debtors"), and/or their billing departments, insurance companies, governmental agencies or contractors, in order to advise the Account Debtors not to send or transmit further payments to the Receivership Defendants and to instruct the Account Debtors to send or transmit any and all payments due directly to the Receiver.

10. To compromise debts and to incur risks and obligations reasonably necessary to maintain or continue the businesses and enterprises of the Receivership Defendants.

11. To employ servants, agents, employees, appraisers, guards, clerks, accountants, liquidators, auctioneers, locksmiths, computer system experts, attorneys, and management consultants necessary to assist the Receiver in administering the Receivership estate and to protect the Receivership Property and to purchase any necessary materials, supplies and services and to pay therefor at the usual rate and prices out of funds that shall come into his possession. No expenses incurred by the Receiver pursuant to this paragraph shall be the personal obligation of the Receiver but shall be the obligation of the Receivership estate.

12. To procure insurance on the Receivership Property if, in his discretion, there is insufficient insurance coverage thereon, provided the Receiver has funds available to do so. Receiver shall make a determination regarding the adequacy of the insurance coverage and, if deemed deficient, obtain additional coverage, if funds are available to do so, no later than thirty (30) days after the entry of this order. During said 30-day period, the Receiver shall not be personally responsible for claims arising or for the procurement of insurance.

13. To institute ancillary proceedings in this State or other States as is necessary to obtain possession and control of the Receivership Property, and to participate in any court or other proceedings involving Receivership Defendants. The Receiver may engage the services of

counsel in accordance with California Rule of Court ("CRC") 3.1180. The Receiver may pay for such services from the funds of the Receivership estate.

14. In accordance with CRC 3.1181, the Receiver shall, within thirty (30) days of his appointment, file in this action an inventory of all property of which he has taken possession pursuant to this Order and any supplemental inventory which he subsequently obtains. The Receiver shall provide the parties with a copy of the inventory pursuant to CRC 3.1182.

15. In accordance with CRC 3.1182, the Receiver shall prepare interim statements every thirty (30) days commencing with his appointment providing any and all information and disclosures required under CRC 3.1182, including, without limitation, the Receiver's fees and administrative costs and expenses incurred for the period in the operation and administration of the Receivership estate. Subject to the requirements and limitations of CRC 3.1183, the Receiver may seek approval to pay from the Receivership estate funds, if any, the amount of said statement, including fees and expenses due to the Receiver and Receiver's counsel, if any. Notwithstanding any interim payment(s) on account of Receiver's fees and administrative expenses, such fees and expenses shall be submitted to the Court for its final approval and confirmation in accordance with CRC 3.1184.

16. The Receiver shall not be obligated to file on behalf of the Receivership Defendants any federal or state income tax returns, schedules or other forms as required under applicable law. The Receiver shall make any and all documents in his possession, custody or control available to the Receivership Defendants or their agents within ten (10) calendar days of written request.

17. If reasonably necessary to maintain the operations of the Receivership Defendants and subject to court approval, the Receiver may issue Receivership Certificates totaling no more than $1,000,000 in increments of up to $10,000 bearing interest at no more than eight percent (8%) per annum to any person or party that loans funds to the Receivership estate. Before the Receiver borrows from or issues Receivership Certificates to any party to this action, the Receiver must provide written notice to all parties to this action of his intention to enter into such a transaction, the terms of the transaction, and the terms of any similar transactions with individuals

or entities that are not parties to this action. All funds loaned to the Receiver pursuant to such Receivership Certificate(s) shall be deemed to be a lien and charge of first priority on all assets of the Receivership estate which shall be repaid prior to all other encumbrances and claims, other than costs of administration of the receivership.

18. In their sole and absolute discretion, the Receivership Defendants, and each of them, may file a petition for relief under any chapter of title 11 of the United States Code following the appointment of the Receiver or the term of this order. Nothing contained herein shall be interpreted to hinder, limit, diminish, divest or transfer the rights of the Receivership Defendants to file a petition for relief under any chapter of title 11 of the United States Code following the appointment of the Receiver or the term of this order. If any of the Receivership Defendants files a bankruptcy case during the receivership, Plaintiff shall give notice of the bankruptcy case to the Court, to all parties, and to the Receiver by the close of the business day after the day on which Plaintiff receives notice of the bankruptcy filing.

19. If the Receiver receives notice that a bankruptcy has been filed by any or all of the Receivership Defendants and/or that part of any bankruptcy estate includes property that is the subject of this order, the Receiver shall have the following duties:

(a) The Receiver shall immediately contact the party who obtained the appointment of the Receiver and determine whether that party intends to move in the bankruptcy court for an order for (1) relief from the automatic stay (11 U.S.C. § 362), and/or (2) relief from the Receiver's obligation to turn over the property (11 U.S.C. § 543). If the party has no intention to make such motions, the Receiver shall immediately turn over any and all property in his possession, custody or control subject to this order to the appropriate entity (either to the trustee in bankruptcy if one has been appointed or, if not, to the debtor in possession) and otherwise comply with 11 United States Code section 543.b.

(b) If the party who obtained the receivership intends to seek relief immediately from the automatic stay and/or the Receiver's obligation to turn over the property, the Receiver may remain in possession and preserve the property pending the ruling on those

motions (11 U.S.C. § 543(a)). The Receiver's authority to preserve the property shall be limited to the following:

(1) The Receiver may continue to collect rents and other income;

(2) The Receiver may make only those disbursements necessary to preserve and protect the property;

(3) The Receiver shall not execute any new leases or other long-term contracts; and

(4) The Receiver shall do nothing that would effect a material change in the circumstances of the property.

(c) If no motion for relief from the automatic stay or to excuse turnover is filed within ten (10) court days after the Receiver's receipt of notice of the date of the bankruptcy filing, but in no event later than seven (7) court days from the date of the bankruptcy filing, the Receiver shall immediately turn over the property in his possession, custody or control subject to this order to the appropriate entity (either to the trustee in bankruptcy if one has been appointed or, if not, to the debtor in possession) and otherwise comply with 11 United States Code section 543.

(d) The Receiver may petition the Receivership Court to retain legal counsel to assist the Receiver with issues arising out of the bankruptcy proceedings that affect the receivership.

20. The Receiver shall be authorized to apply to this Court for further orders instructing the Receiver from time to time, and on due notice.

PRELIMINARY INJUNCTION

21. Effective upon entry of this order, the Receivership Defendants, their officers, members, directors, agents, servants, employees and all persons or entities acting under, or in concert with them or for them, are ordered to do the following and are restrained and enjoined from engaging in, or performing, directly or indirectly, any or all of the following acts:

(a) Interfering, hindering or molesting in any way whatsoever the Receiver in the performance of the Receiver's duties herein described and in the performance of any duties incident thereto;

(b) Failing or refusing to turnover to or provide the Receiver access to all Business Premises in accordance with the provisions hereof;

(c) Transferring any interest in the Receivership Property by sale, pledge, grant of security interest, assignment, invoice or encumbering in any manner thereof;

(d) Removing any Receivership Property from the Business Premises;

(e) Transferring, concealing, destroying, defacing or altering any of Receivership Defendants' books and records;

(f) Diverting in any of the proceeds from Receivership Defendants' accounts receivable, equipment and/or inventory;

(g) Causing any mail addressed to the Receivership Defendants or payments by Receivership Defendants' Account Debtors to be forwarded to any address other than the Business Premises or any existing post office box or other mailing address in the name of the Receivership Defendants, or otherwise interfering with or intercepting any mail intended for the Receivership Defendants; and

(h) Failing or refusing to immediately turn over to the Receiver the Receivership Property and all monies, checks, funds or proceeds relating to the Receivership Property, or failing to make available to the Receiver all books and records of the Receivership Defendants relating to the Receivership Property.

IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of the receivership ordered herein, the Receivership Defendants, and all customers, vendors, principals, investors, collectors, stockholders, lessors, creditors and other persons seeking to establish or enforce any claim, right or interest against or on behalf of the Receivership Defendants or any assets or property of the Receivership Defendants be and are hereby stayed from:

(a) Commencing, prosecuting, continuing or enforcing any suit or proceeding against Receivership Defendants, or any of their subsidiaries or affiliates, except such actions may be filed to toll any applicable statute of limitations;

(b) Commencing, prosecuting, continuing or entering into any suit or proceeding in the name or on behalf of Receivership Defendants, or any of their subsidiaries or affiliates;

(c) Accelerating the due date of any obligation or claimed obligation, enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, any property of the Receivership Defendants, or any of their subsidiaries or affiliates, or any property claimed by any of them or attempting to foreclose, forfeit, alter, or terminate any of the Receivership Defendants or any of their subsidiaries or affiliates interest in property, including, without limitation, the establishment, granting or perfection of any security interest, whether such acts are part of a judicial proceeding or otherwise;

(d) Using self-help or executing or issuing, or causing the execution or issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon any property, wherever located, owned by or in the possession of the Receivership Defendants, or any of their subsidiaries or affiliates, or the Receiver appointed pursuant to this Order or any agent appointed by said Receiver; and

(e) Doing any act or thing whatsoever to interfere with the Receiver taking control, possession or management of the Receivership Property, or to in any way interfere with the Receiver, or to harass or interfere with the duties of the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the property and assets of the Receivership Defendants, or their subsidiaries or affiliates. Provided, however, nothing in this paragraph shall prohibit any federal or state law enforcement or regulatory authority from commencing or prosecuting an action against the Receivership Defendants, or their subsidiaries or affiliates.

(f) None of the foregoing provisions shall be interpreted in any way to hinder, limit, diminish, divest or transfer the rights of the Receivership Defendants to file a petition for relief under any chapter of title 11 of the United States Code following the appointment of the Receiver or during the term of this order.

THE COURT ORDERS Plaintiff to immediately file a preliminary injunction bond under Code of Civil Procedure section 529 in the amount of $1,000 and file a Plaintiff's receivership bond under Code of Civil Procedure section 566(b) in the amount of $1,000.

IT IS SO ORDERED.

DATED: 5-25-17

JUDGE OF THE SUPERIOR COURT

WALTER SCHWARM

Additional Service List - Served Via US Mail

Access Medical Management
2325 W. Victory Blvd.
Suite #1
Burbank, CA 91506

Adams, Evens & Ross, Inc.
For the Benefit of All Star #254
37460 Sixes Road, Suite 126
Canton, GA 30114

ADT Security Services
4161 E. La Palma Ave.
Anaheim, CA 92807

Advanced Copier Printers
16303 1/2 Piuma Avenue
Cerritos, CA 90703

Alejandrina Garcia
7922 Orangewood Avenue
Stanton, CA 90680

All Star Recruiting
P.O. Box 823424
Philadelphia, PA 19182

Amber Brinkley
655 Huntley Drive
Corona, CA 92882

Araselly Casas
11092 Iris Drive
Garden Grove, CA 92840

A-S Medication Solutions
P.O. Box 8
Fremont, NE 68025

Barbara Klyde
2391 N. River Trail Road
Orange, CA 92865

Bikash Devaraj, M.D.
330 Cordova St., Apt. 305
Pasadena, CA 91101

Brandice R. Gomez
1521 East Canfield Lane, #17
Anaheim, CA 92808

California Dept. of Public Health
Radiologic Health Branch MS 7610 P.O. Box 997414
Sacramento, CA 95899

Carla Venzor
998 La Costa Drive, #M204
Corona, CA 92879

Carlo Juan Raguindin
19525 Georgina Circle
Cerritos, CA 90703

Cesar Vences
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Tustin, CA 92780

City of Orange
Accounts Receivable
300 E. Chapman Ave.
Orange, CA 92856

CLIA Laboratory Program
P.O. Box 530882
Atlanta, GA 30353

Clockwise MD
Lightshed Healthcare Technologies
554 North Avenue NW
Suite E
Atlanta, GA 30318

Continental Maintenance, Inc.
13318 Mapledale Street
Norwalk, CA 90650

County of Orange
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Santa Ana, CA 92702

Cox Communications
P.O. Box 53280
Phoenix, AZ 85072

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Garden Grove, CA 92840

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Long Beach, CA 90815

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Newport Beach, CA 92663

Opus Bank
19900 MacArthur Boulevard
12th Floor
Irvine, CA 92612

Orange County Recorder
2677 N. Main St.
Suite 1050
Santa Ana, CA 92705

Partners Urgent Care - UTC
4085 Governor Drive
San Diego, CA 92122

Provider Healthcare, LLC
4252 South Highland Drive
Suite 104
Salt Lake City, UT 84124

PSS World Medical, Inc.
P.O. Box 749499
Los Angeles, CA 90074-9499

Quality Electrical Services
2940 Grace Lane, Unit C
Costa Mesa, CA 92626

Radiation Detection Company, Inc.
3527 Snead Drive
Georgetown, TX 78626

Ramon Alejandre
315 W. Lincoln #57
Orange, CA 92865

Rexford Angkahan
6522 Mt. Palomar Drive
Buena Park, CA 90620

Robila Ashfaq, M.D.
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Irvine, CA 92602

Shantel Mendez
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Fullerton, CA 92833

Singer Lewak
10960 Wilshire Blvd. 7th Floor
Los Angeles, CA 90024

Sondra Vangyi
2008 S. Artesia Street
Santa Ana, CA 92704

Southern California Edison
PO Box 300
Rosemead, CA 91772

Spectrum Enterprise
2931 Redondo Avenue
Long Beach, CA 90806

Spectrum Fire Protection
1330 E. Orangethorpe Ave.
Fullerton, CA 92831

The New Answernet
4778 Dewey Drive
Fair Oaks, CA 95628-4401

Tiffany Ngo
1517 N Newhope Street, #66
Santa Ana, CA 92703

Tochukwu Onyekwuluje, M.D.
125 Rockview
Irvine, CA 92612

Warland Investments Company
Attn: Carl W. Robertson
John C. Law, Co-Managing Directors
1299 Ocean Avenue, Suite 300
Santa Monica, CA 90401

Whitaker Medical, LLC
Filer 50834
Los Angeles, CA 90074

Xerox Corporation
P.O. Box 650361
Dallas, TX 75265-0361

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 950, Costa Mesa, California 92626

A true and correct copy of the foregoing document entitled (*specify*): **MOTION FOR ORDER TO SELL AND ASSIGN INTEREST IN UNEXPIRED LEASES FOR NON-RESIDENTIAL REAL PROPERTY TO HOAG DEBTORS PURSUANT TO 11 U.S.C. § 363(b), OR, IN THE ALTERNATIVE, TO ASSUME AND ASSIGN UNEXPIRED LEASES FOR NON-RESIDENTIAL REAL PROPERTY PURSUANT TO 11 U.S.C. § 365; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF ROBERT AMSTER, M.D. IN SUPPORT THEREOF** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **November 27, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date)* **November 27, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served)**:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **November 27, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Theodor C. Albert, 411 W. 4th Street, 5th Floor, Santa Ana, CA 92701

☒ Service information continued on attached page

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

November 27, 2017	Kelly Adele	*/s/ Kelly Adele*
Date	*Printed Name*	*Signature*

VIA EMAIL
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