# MASTER LEASE AND SUBLEASE AGREEMENT

**Among**

**SIEMENS PUBLIC, INC.,**
**as Lessor**

**And**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT,**
**as Lessee**

**And**

**UNIVERSITY MEDICAL CENTER, INC.,**
**d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL,**
**as Sublessee**

**Dated as of August 1, 2008**

**Page**

## TABLE OF CONTENTS


**ARTICLE I**

**DEFINITIONS** ..... 2

**ARTICLE II**

**REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE AND SUBLESSEE**

Section 2.01. Representations, Warranties and Covenants of Lessee ..... 6
Section 2.02. Representations, Warranties and Covenants of Sublessee ..... 7

**ARTICLE III**

**LEASING AND SUBLEASING OF EQUIPMENT**

Section 3.01. Acquisition of Equipment ..... 10
Section 3.02. Leasing and Subleasing of Equipment ..... 11
Section 3.03. Interest ..... 11
Section 3.04. Lease Payments and Sublease Payments ..... 11
Section 3.05. Payment on Non-Business Days ..... 12
Section 3.06. Sublease Payments to be Unconditional ..... 12
Section 3.07. Prepayments ..... 13
Section 3.08. Term ..... 13
Section 3.09. Initial and Annual Administrative Fees ..... 14
Section 3.10. Completion of the Acquisition of the Equipment ..... 14

**ARTICLE IV**

**CONDITIONS PRECEDENT** ..... 15

**ARTICLE V**

**TITLE TO EQUIPMENT; SECURITY INTEREST**

Section 5.01. Title ..... 17
Section 5.02. Security Interest ..... 18
Section 5.03. Liens and Encumbrances ..... 18
Section 5.04. Change in Name, Corporate Structure or Principal Place of Business ..... 18
Section 5.05. Inspection of Equipment ..... 18
Section 5.06. Personal Property ..... 18
Section 5.07. Assignment of Insurance ..... 18
Section 5.08. Agreement as Financing Statement ..... 19

**Page**

## ARTICLE VI

## COVENANTS OF SUBLESSEE


| | | |
|---|---|---|
| Section 6.01. | Use and Maintenance of Equipment by Sublessee | 19 |
| Section 6.02. | Taxes, Other Governmental Charges, Utility Charges and Other Claims | 20 |
| Section 6.03. | Insurance; Risk of Loss | 20 |
| Section 6.04. | Reporting Requirements | 21 |
| Section 6.05. | Books and Records; Inspection and Examination | 22 |
| Section 6.06. | Performance by Lessor; Advances | 22 |
| Section 6.07. | Modifications and Substitutions | 23 |
| Section 6.08. | Preservation of Corporate Existence | 23 |
| Section 6.09. | Liens | 23 |
| Section 6.10. | Sale of Assets | 23 |
| Section 6.11. | Consolidation and Merger | 23 |
| Section 6.12. | Other Defaults | 23 |
| Section 6.13. | Indemnification, Payment of Expenses and Advances | 24 |
| Section 6.14. | Incorporation of Tax Compliance Agreement | 26 |
| Section 6.15. | Guarantee of Lease Payments | 26 |


## ARTICLE VII

## DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS


| | | |
|---|---|---|
| Section 7.01. | Damage, Destruction and Condemnation | 26 |
| Section 7.02. | Insufficiency of Net Proceeds | 26 |


## ARTICLE VIII

## ASSIGNMENT, MORTGAGING AND SELLING


| | | |
|---|---|---|
| Section 8.01. | Assignment by Lessor | 27 |
| Section 8.02. | No Sale, Assignment or Leasing by Sublessee | 27 |


## ARTICLE IX

## EVENTS OF DEFAULT AND REMEDIES


| | | |
|---|---|---|
| Section 9.01. | Events of Default | 27 |
| Section 9.02. | Remedies on Default | 28 |
| Section 9.03. | Return of Equipment | 30 |
| Section 9.04. | No Remedy Exclusive | 30 |
| Section 9.05. | Late Charge; Interest on Late Payment | 30 |
| Section 9.06. | Agreement to Pay Attorneys' Fees and Expenses | 30 |

**Page**

## ARTICLE X

## MISCELLANEOUS


| | | |
|---|---|---|
| Section 10.01. | Disclaimer of Warranties | 31 |
| Section 10.02. | Vendor's Warranties | 31 |
| Section 10.03. | Limitations of Liability | 31 |
| Section 10.04. | Additional Payments | 32 |
| Section 10.05. | Notices | 32 |
| Section 10.06. | Binding Effect; Time of the Essence | 32 |
| Section 10.07. | Severability | 32 |
| Section 10.08. | Amendments | 32 |
| Section 10.09. | Execution in Counterparts | 33 |
| Section 10.10. | Applicable Law | 33 |
| Section 10.11. | Jury Trial Waiver | 33 |
| Section 10.12. | Captions | 33 |
| Section 10.13. | Entire Agreement | 33 |
| Section 10.14. | Waiver | 33 |
| Section 10.15. | No Recourse Under Any Agreement | 34 |
| Section 10.16. | Survivability | 34 |
| Section 10.17. | Usury | 34 |

EXHIBIT A - Form of Schedule for Lease with One Dollar End of Term Purchase
EXHIBIT B - Form of Schedule for Lease with Return, Purchase and Extension Options

# MASTER LEASE AND SUBLEASE AGREEMENT

**Lessor:** **Siemens Public, Inc.**
**3411 Silverside Road**
**Hanby Building, Suite 100**
**Wilmington, Delaware 19810**
**Attention: Director of Municipal Leasing**
**Telephone: (704) 849-8016**
**Telecopier: (704) 849-8165**

**Lessee:** **Louisville/Jefferson County Metro Government**
**527 W. Jefferson Street, Suite**
**Louisville, Kentucky 4020**
**Attention: _____**
**Telephone: (502) 574-1218**
**Telecopier: _____**

**Sublessee:** **University Medical Center, Inc., d/b/a University of Louisville Hospital**
**530 S. Jackson Street**
**Louisville, Kentucky 40202**
**Attention: Controller**
**Telephone: (502) 562-4012**
**Telecopier: (502) 562-3333**

**THIS MASTER LEASE AND SUBLEASE AGREEMENT** dated as of August 1, 2008 (the "Master Lease and Sublease Agreement"), among Siemens Public, Inc., a Delaware corporation ("Lessor"), Louisville/Jefferson County Metro Government, a consolidated local government and political subdivision of the Commonwealth (defined below) ("Lessee"), and University Medical Center, Inc., d/b/a University of Louisville Hospital, a nonprofit corporation existing under the laws of the Commonwealth of Kentucky ("Sublessee").

## RECITALS:

**1.** Lessee is authorized and empowered under the laws of the Commonwealth of Kentucky (the "Commonwealth") including Sections 65.940 through and including 65.956 and Sections 103.200-285 of the Kentucky Revised Status (the "Act") to enter into leases and subleases to provide facilities to finance or refinance the cost of projects, including major medical equipment, vehicles and other equipment or systems, all in furtherance of its public purposes in accordance with the Act.

**2.** All capitalized terms appearing in these Recitals are used with the meanings indicated in **Article I**.

**3.** Sublessee is a nonprofit corporation established for the purpose of providing health care services, is an organization described in Section 501(c)(3) of the Code and is authorized to lease, sublease, purchase and hold real and personal property and borrow money to finance or refinance the same.

**4.** Sublessee desires to finance or refinance the acquisition of Equipment from Vendors from time to time on the terms and conditions set forth below, which Equipment shall be specifically identified in the Schedule or Schedules.

**5.** In order to finance or refinance the costs of the Equipment under a Schedule, Lessee will lease that Equipment from Lessor and sublease that Equipment to Sublessee and provide the proceeds thereof to pay Acquisition Costs pursuant to the terms of this Master Lease and Sublease Agreement. To secure payment of the Lease Payments under each Agreement, Lessee will assign to Lessor its right to receive Sublease Payments and any Prepayment Price from Sublessee, all of its rights under each Agreement (other than Lessee's Reserved Rights) and all of its rights and interest in and to the Equipment.

**6.** Sublessee shall pay Sublease Payments and any Prepayment Price directly to Lessor as assignee of Lessee.

**7. THIS MASTER LEASE AND SUBLEASE AGREEMENT, EACH AGREEMENT AND THE LEASE PAYMENTS SHALL NOT CONSTITUTE A GENERAL DEBT OR LIABILITY OR MORAL OBLIGATION OF THE COMMONWEALTH, LESSEE OR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH, OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE COMMONWEALTH, OR LESSEE, OR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH, BUT SHALL BE A SPECIAL OBLIGATION PAYABLE SOLELY FROM THE SUBLEASE PAYMENTS AND OTHER AMOUNTS PAYABLE UNDER THIS MASTER LEASE AND SUBLEASE AGREEMENT AND THE AGREEMENTS BY SUBLESSEE TO LESSOR, AS ASSIGNEE OF LESSEE.**

**8.** As security for the payment of all of Sublessee's obligations under each Agreement, Sublessee shall grant to Lessor a first priority perfected security interest in the Equipment and/or such other security interest as may be required by Lessor.

**NOW, THEREFORE,** in consideration of the payments to be made hereunder and the mutual covenants contained herein, the parties agree as follows (provided that in the performance of the agreements of Lessee herein contained, any obligation it may incur for the payment of money shall not subject Lessee to any pecuniary or other liability or create a debt of the Commonwealth or of any political subdivision thereof, and neither the Commonwealth nor any political subdivision thereof shall be liable on any obligation so incurred, but any such obligation shall be payable solely out of the Sublease Payments payable by Sublessee under this Master Lease and Sublease Agreement):

## ARTICLE I
## DEFINITIONS

The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise.

**"Acquisition Costs"** means, with respect to any Agreement, the amount paid or to be paid to the Vendor(s) for any portion of the Equipment subject to that Agreement and upon Sublessee's acceptance thereof, including reasonable administrative, engineering, legal and other costs incurred by Lessor, Lessee, Sublessee and Vendor(s) in connection with the acquisition and installation (which may include minor renovations to buildings related to the Equipment, but shall not include substantial structural changes similar to new construction unless contemplated by a particular Schedule or approved in writing by Lessor), all of which shall have been approved by Lessor in its sole discretion.

**"Act"** means Sections 65.940 through and including 65.956 and Sections 103.200-285 of the Kentucky Revised Status.

**"Additional Payments"** means the amounts, other than Sublease Payments, payable by Sublessee pursuant to the provisions of each Agreement, including **Sections 6.06, 6.13** and **10.04** of this Master Lease and Sublease Agreement.

**"Agreement"** means each Schedule under and incorporating the terms of this Master Lease and Sublease Agreement, as the same may be amended or modified from time to time, which Schedule shall constitute a fully integrated transaction existing in accordance with its own terms and conditions separate from and independent of all other transactions pursuant to this Master Lease and Sublease Agreement.

**"Ancillary Document Forms Package"** means the Ancillary Document Forms Package dated the date hereof containing forms of an Escrow Agreement, a Tax Compliance Agreement and various certificates, opinions and other documents related to an Agreement, which Ancillary Document Forms Package is hereby incorporated herein by reference.

**"Annual Administrative Fee"** means, with respect to any Agreement, the fees and expenses payable to the Lessee pursuant to **Section 3.09** (other than the Initial Administrative Fee), and the annual fee, if any, for the general administrative services of Lessee in the amount set forth in such Agreement.

**"Business Day"** means a day other than a Saturday or Sunday on which banks are generally open for business in New York, New York, and the Commonwealth.

**"Certificate of Acceptance"** means a Certificate of Acceptance in substantially the form set forth as the Ancillary Document Forms Package to be executed by Sublessee.

**"Closing"** means, with respect to each Agreement, the date of delivery of all executed documents and opinions related to that Agreement as required under this Master Lease and Sublease Agreement and that Agreement.

**"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

**"Commonwealth"** means the Commonwealth of Kentucky.

**"Default"** means an event that, with giving of notice or passage of time or both, would constitute an Event of Default as provided in **Article IX**.

**"Determination of Taxability"** means, with respect to any Agreement, any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction, or an opinion obtained by Lessor, of counsel qualified in such matters, that an Event of Taxability with respect to that Agreement shall have occurred. A Determination of Taxability, with respect to any Agreement, also shall be deemed to have occurred on the first to occur of the following:

(a) the date when Sublessee files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability with respect to that Agreement shall have occurred;

(b) the effective date of any federal legislation enacted or federal rule or regulation promulgated after the date of this Master Lease and Sublease Agreement that causes an Event of Taxability with respect to that Agreement; or

(c) if upon sale, lease or other deliberate action within the meaning of Treas. Reg. §1.141-2(d), the failure to receive an unqualified opinion of Special Tax Counsel to the effect that such action will not cause interest components of the Lease Payments under that Agreement to become includable in the gross income of the recipient.

**"Equipment"** means the property to be used in connection with Sublessee's health care operations, which property shall be identified in a Schedule executed by Lessee and Sublessee, accepted by Lessor in writing and identified as part of an Agreement (including, to the extent permitted pursuant to the Code without jeopardizing the tax-exempt status of the interest components of the Lease Payments, certain items originally financed through temporary borrowings or internal advances of Sublessee in anticipation of obtaining permanent financing through Lessee).

**"Escrow Agent"** means the escrow agent under an Escrow Agreement, and its successors and assigns permitted pursuant to the terms of the Escrow Agreement.

**"Escrow Agreement"** means an Escrow Agreement among Lessor, Lessee, Sublessee and Escrow Agent relating to the disbursement of proceeds of an Agreement.

**"Escrow Fund"** means the fund established and held by Escrow Agent pursuant to an Escrow Agreement.

**"Event of Default"** shall have the meaning set forth in **Section 9.01**.

**"Event of Taxability"** means, with respect to any Agreement: (i) the application of the proceeds of that Agreement in such manner that that Agreement becomes an "arbitrage bond" within the meaning of Code Sections 103(b)(2) and 148, and with the result that interest on that Agreement is or becomes includable in a holder's gross income (as defined in Code Section 61); (ii) if as the result of any act, failure to act or use of the proceeds of that Agreement or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in that Agreement or the related Tax Compliance Agreement by Lessee or Sublessee or the enactment of any federal legislation or the promulgation of any federal rule or regulation after the date of that Agreement, the interest components of the Lease Payments under that Agreement are or become includable in a holder's gross income (as defined in Code Section 61 or as defined in any similar applicable state tax law or regulation); or (iii) any revocation of the determination letter from the Internal Revenue Service regarding status of Sublessee as a 501(c)(3) corporation.

**"Gross-Up Rate"** means, with respect to any Agreement, an interest rate equal to the interest stated for any Agreement (without regard to **Section 3.03(b)**) plus a rate sufficient such that the total interest components of the Lease Payments under that Agreement to be paid on any payment date would, after such interest component was reduced by the amount of any federal, state or local income tax (including any interest or penalties) imposed thereon computed at the highest rate then applicable to corporations, equal the amount of that interest component due (calculated without regard to **Section 3.03(b)**).

**"Initial Administrative Fee"** means, with respect to any Agreement, the fee, if any, payable to Lessee upon the execution of such Agreement for Lessee's services in connection with the preparation, review and execution of such Agreement.

**"Issuance Costs"** means, with respect to any Agreement, the costs of executing and delivering that Agreement, including without limitation the fees and expenses of financial consultants or placement agents, counsel to Sublessee, Lessee or Lessor, Special Tax Counsel and Escrow Agent, any publication, filing, recording or similar fees or taxes and any expenses of Sublessee in connection with executing and delivering the Agreement.

**"Landlord"** means, with respect to the Lease Agreement dated February 7th, 1996, between the Commonwealth of Kentucky and Sublessee, the Commonwealth of Kentucky; and, with respect to the Sublease of Space dated May 21, 2008, between the University of Louisville Medical School Practice Association, Inc. d/b/a/ University Physician Associates and Sublessee, the University of Louisville Medical School Practice Association, Inc. d/b/a/ University Physician Associates.

**"Lease"** means, collectively, (i) the Lease Agreement dated February 7th, 1996, between the Commonwealth of Kentucky and Sublessee, and (ii) the Sublease of Space dated May 21, 2008, between the University of Louisville Medical School Practice Association, Inc. d/b/a/ University Physician Associates and Sublessee.

**"Lease Payments"** means those scheduled lease payments, as specifically set forth in the applicable Schedule, payable by Lessee to Lessor pursuant to the provisions of the applicable Agreement, but only from amounts paid by Sublessee pursuant to that Agreement.

**"Leasehold Improvements"** means any building renovations included in the Equipment that by operation of law become the property of the Landlord under the Lease.

**"Lessee"** means (i) the entity identified above as such in the first paragraph of this Master Lease and Sublease Agreement; (ii) any surviving, resulting or transferee entity thereof permitted pursuant to the terms of this Master Lease and Sublease Agreement; and (iii) except where the context requires otherwise, any assignee(s) of Lessee permitted pursuant to the terms of this Master Lease and Sublease Agreement.

**"Lessee's Reserved Rights"** means, collectively (i) the right of Lessee in its own behalf to receive all opinions of counsel, reports, financial statements, certificates, insurance policies, binders or certificates, or other notices or communications required to be delivered to Lessee under any Agreement; (ii) the right of Lessee to grant or withhold any consents or approvals under **Sections 6.07(b), 9.01(d)** and **10.08**; (iii) the right of Lessee in its own behalf to enforce, receive amounts payable to Lessee under or otherwise exercise its rights under **Sections 2.02, 3.09, 6.01, 6.02, 6.03, 6.05, 6.13, 6.14, 9.02, 9.04, 9.05, 9.06, 10.01, 10.03, 10.08, 10.11** and **10.15**; and (iv) the right of Lessee in its own behalf to declare an Event of Default with respect to any of Lessee's Reserved Rights.

**"Lessor"** means (i) Siemens Public, Inc. and any surviving, resulting or transferee corporation of Siemens Public, Inc.; or (ii) if this Master Lease and Sublease Agreement has been assigned by Lessor pursuant to **Section 8.01**, such assignee to the extent of the assignment, or (iii) if an Agreement has been assigned by Lessor pursuant to **Section 8.01**, then such assignee shall be considered the Lessor with respect to that Agreement to the extent of the assignment.

**"Master Lease and Sublease Agreement"** means this Master Lease and Sublease Agreement, including the Exhibits hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof.

**"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity.

**"Prepayment Price"** means the amount which Sublessee may or must from time to time pay or cause to be paid to Lessor in order to prepay its obligation to pay the Sublease Payments and Purchase Option Amount, if any, under an Agreement, as provided in **Section 3.07**, such amount being set forth in the Schedule comprising a part of such Agreement and including a premium for the privilege of prepayment, plus any and all other amounts, including any Sublease Payments, due and unpaid under such Agreement by Sublessee.

**"Prior Interest Payment"** means a payment of interest components of Lease Payments made on or prior to the date of any Determination of Taxability or call date under **Section 3.07(d)**, if later.

**"Purchase Agreements"** means each of the purchase agreements between Sublessee and each Vendor of the Equipment.

**"Purchase Option Amount"** means the amount specified as such in any Schedule substantially in the form of **Exhibit B** (Schedule for Lease with Return, Purchase and Extension Options).

**"Schedule"** means, with respect to the financing of any Equipment under this Master Lease and Sublease Agreement, a Schedule in substantially the form set forth as **Exhibit A** or **B** hereto, which has been executed by Lessor, Lessee and Sublessee, reasonably identifies the Equipment subject to such Schedule, sets forth the Sublease Payments and Prepayment Prices payable in respect thereof, and certain other matters and incorporates this Master Lease and Sublease Agreement. Schedules shall be numbered consecutively beginning with "1." No single Schedule may be in an amount less than $100,000.

**"Special Tax Counsel"** means an attorney or firm of attorneys nationally recognized on the subject of municipal bonds and acceptable to Lessee and Lessor.

**"Sublease Payments"** means those scheduled sublease payments (excluding, administrative fees, indemnifications and reimbursements and Additional Payments payable to Lessor and Lessee hereunder), as specifically set forth in the applicable Schedule, payable by Sublessee pursuant to the provisions of each Agreement. Sublease Payments shall be payable by Sublessee directly to Lessor as assignee of Lessee in the amounts and at the times as set forth in the applicable Agreement.

**"Sublessee"** means (i) the entity identified above as such in the first paragraph of this Master Lease and Sublease Agreement; and (ii) any surviving, resulting or transferee entity thereof permitted pursuant to the terms of this Master Lease and Sublease Agreement.

**"Tax-Exempt Organization"** means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code and exempt from federal income taxes under Section 501(a) of the Code or corresponding provisions of federal income tax laws from time to time in effect.

**"Tax Compliance Agreement"** means a Tax Compliance Agreement dated the date of the execution and delivery of a Schedule, executed by Lessee, Sublessee, Escrow Agent, if applicable, and Lessor, including all amendments thereto.

**"UCC"** means the Uniform Commercial Code as adopted in the Commonwealth.

**"Vendor"** means the manufacturer of an item of Equipment, as well as the agents or dealers of the manufacturer, or other seller of the Equipment, and any general contractor, subcontractor or supplier providing materials, labor or supervision with respect to any building renovations included in the Equipement.

## ARTICLE II
## REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE AND SUBLESSEE

**Section 2.01. Representations, Warranties and Covenants of Lessee**. Lessee represents, warrants and covenants, for the benefit of Lessor and Sublessee, as follows:

(a) Lessee is a consolidated local government and political subdivision of the Commonwealth;

(b) Lessee is authorized under the laws of the Commonwealth, including, particularly, the Act, to enter into this Master Lease and Sublease Agreement and the Schedules and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder;

(c) Lessee has duly authorized the execution and delivery of this Master Lease and Sublease Agreement and any related documents that name Lessee as a party, and will be fully authorized to execute and deliver each Schedule and any related documents that name Lessee as a party prior to their execution and delivery under an appropriate resolution or ordinance of its governing body or by other appropriate official approval; all requirements have been met and procedures have occurred (including, without limitation, public bidding and open meeting requirements, if any) in order to ensure the enforceability of this Master Lease and Sublease Agreement and any related documents that name Lessee as a party, and all procedures will be met and procedures will have occurred in order to ensure the enforceability of each Agreement and any related documents that name Lessee as a party prior to their execution and delivery, against Lessee; Lessee has assigned to Lessor all of Lessee's rights in this Master Lease and Sublease Agreement and each Agreement (except for the Lessee's Reserved Rights); and this Master Lease and Sublease Agreement and any related documents that name Lessee as a party, constitute, and each Schedule and the resulting Agreement and any related documents that name Lessee as a party upon their execution and delivery by Lessee will constitute, legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to effecting the enforcement of creditors' rights and principles of equity;

(d) None of the execution and delivery of this Master Lease and Sublease Agreement, any Schedule or any related document that names Lessee as a party, the consummation by Lessee of the transactions contemplated hereby or the fulfillment by Lessee of or compliance by Lessee with the terms and conditions of this Master Lease and Sublease Agreement, any Schedule or any related document that names Lessee as a party violates any law, rule, regulation or order applicable to Lessee, conflicts with or results in a breach by Lessee of any of the terms, conditions or provisions of any restriction or any agreement or instrument that names Lessee as a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Lessee under the terms of any instrument or agreement;

(e) To the best of Lessee's knowledge, there is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Master Lease and Sublease Agreement, any Schedule or any related document or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability against Lessee of this Master Lease and Sublease Agreement, any Agreement or any related document that names Lessee as a party or any other transaction of Lessee which is similar hereto, or the exclusion of the interest component of any Lease Payment from gross income for federal income tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Master Lease and Sublease Agreement, any Agreement or any related document that names Lessee as a party;

(f) Lessee will not pledge, mortgage or assign this Master Lease and Sublease Agreement or any Agreement or its duties and obligations hereunder or thereunder to any Person, except to Lessor as provided under the terms hereof;

(g) The financing of the Equipment has been approved by the "applicable elected representative" (as defined in Section 147(f) of the Code) of Lessee after a public hearing held upon reasonable notice; and

(h) Lessee will not take any action that would cause the interest component of any Lease Payment to be includable in gross income of the recipient for federal income tax purposes under the Code and/or for state income taxes under any applicable state or local tax law or regulation, and, at the request of Special Tax Counsel, Sublessee or Lessor, Lessee, at the expense of Sublessee, will take and will cause its officers, directors, employees and agents to take all reasonable affirmative actions legally within its powers necessary to ensure that the interest component of all Lease Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code or for state or local income tax purposes under any applicable state or local tax law or regulation; provided, however, Lessee shall have no pecuniary liability under this **Subsection (h)** and shall only be subject to the remedy of specific performance.

**Section 2.02. Representations, Warranties and Covenants of Sublessee.** Sublessee represents, warrants and covenants, for the benefit of Lessor and Lessee as follows:

(a) Sublessee is, and so long as any Agreement exists, shall continue to be, (i) a nonprofit corporation, duly organized and existing under the laws of the Commonwealth for the purpose of providing health care services; (ii) a Tax-Exempt Organization; and (iii) authorized to lease, sublease, purchase and hold real and personal property and finance or refinance the same;

(b) Sublessee shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and status as a Tax-Exempt Organization;

(c) Sublessee (i) is a Tax-Exempt Organization; (ii) has received a ruling letter or determination from the Internal Revenue Service to that effect, and such letter or determination has not been modified, limited or revoked; (iii) is in compliance with all terms, conditions and limitations, if any, contained in or forming the basis of such letter or determination, and the facts and circumstances which form the basis of such letter of determination continue substantially to exist as represented to the Internal Revenue Service; and (iv) is exempt from federal income taxes

under Section 501(a) of the Code and is in compliance with the provisions of the Code and any applicable regulations thereunder necessary to maintain such status;

(d) Sublessee (i) will not perform any acts, enter into any agreements, carry on or permit to be carried on with respect to the Equipment, or permit the Equipment to be used in or for any trade or business, which shall adversely affect the basis for its exemption under Section 501 of such Code; (ii) will not use more than 3% of the proceeds of any Agreement or permit the same to be used, directly or indirectly, in any trade or business carried on by any person or persons who are not governmental units or Tax-Exempt Organizations or in an unrelated trade or business of any Tax-Exempt Organization; (iii) will not directly or indirectly use the proceeds of any Agreement to make or finance loans to persons other than governmental units or Tax-Exempt Organizations; (iv) will not take any action or permit any circumstances within its control to arise or continue, if such action or circumstances, or its expectation on the date of issue of any Agreement, would cause such Agreement to be an "arbitrage bond" under the Code or cause the interest component of any Lease Payment to be subject to federal, state or local income tax in the hands of the Lessor, and (v) will, to the extent within its power to do so, use its best efforts to maintain the tax-exempt status of the interest components of the Lease Payments;

(e) Sublessee is authorized under the laws of the Commonwealth and its articles of incorporation and bylaws to enter into this Master Lease and Sublease Agreement and each Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder;

(f) Sublessee has executed and delivered, and taken all corporate action necessary to authorize the execution and delivery of this Master Lease and Sublease Agreement and any related documents that name Sublessee as a party, and at the time each Schedule is executed will have taken all corporate action necessary to authorize the execution and delivery of each Schedule and any related documents that name Sublessee as a party; all requirements have been met and all procedures have taken place in order to ensure the enforceability of this Master Lease and Sublease Agreement and any related documents that name Sublessee as a party, and all procedures will be met and procedures will have occurred in order to ensure the enforceability of each Agreement and any related documents that name Sublessee as a party, against Sublessee in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application, and principles of equity, relating to or affecting the enforcement of creditors' rights generally. Sublessee has complied with all certificate of need requirements, if any, with respect to this Master Lease and Sublease Agreement and any related documents, and will comply with all certificate of need requirements, if any, with respect to each Agreement and any related documents, including the leasing, acquisition or financing of the Equipment hereunder; this Master Lease and Sublease Agreement and any related documents that name Sublessee as a party have been, and each Schedule and the resulting Agreement and any related documents that name Sublessee as a party will be, duly authorized, executed and delivered by Sublessee and this Master Lease and Sublease Agreement and any related documents that name Sublessee as a party constitute, and each Schedule and the resulting Agreement and any related documents that name Sublessee as a party will constitute, valid and legally binding obligations of Sublessee, enforceable against Sublessee in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application, and principles of equity, relating to or affecting the enforcement of creditors' rights generally;

(g) The authorization, execution, delivery and performance of this Master Lease and Sublease Agreement and any related documents by Sublessee do not, and at the time each Schedule is executed the authorization, execution, delivery and performance of any Agreement

and any related documents by Sublessee will not, require submission to, approval of, or other action by any governmental authority or agency, which action with respect to this Master Lease and Sublease Agreement and any related documents has not been taken, and which action with respect to any Agreement and any related documents, at the time each Schedule is executed, will not have been taken;

(h) The execution and delivery of this Master Lease and Sublease Agreement, each Schedule and any related documents, the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms and conditions hereof and thereof do not and will not violate any material law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of Sublessee or of any corporate restriction or conflict in any material respect with or result in a material breach of any material agreement or instrument to which Sublessee is now a party and do not and will not constitute a material default under any of the foregoing or result in the creation or imposition of any material liens, charges or encumbrances upon any of the property or assets of Sublessee except for the security interests granted herein to Lessor and except for any confirming property tax lien for which such taxes are not yet due and payable;

(i) There is no action, suit, proceeding, claim, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Sublessee's knowledge, threatened against or affecting Sublessee, challenging Sublessee's authority to enter into this Master Lease and Sublease Agreement, any Schedule or any related document or any other action wherein an unfavorable ruling or finding would materially adversely affect the enforceability of this Master Lease and Sublease Agreement, any Schedule or any related document, or the exclusion of the interest component of any Lease Payment from gross income for federal income tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Master Lease and Sublease Agreement, any Agreement or any related document;

(j) As among Sublessee, Lessee and Lessor, Sublessee assumes full responsibility for the safety and any consequences of lack of safety with respect to the operation and maintenance of the Equipment;

(k) The real property on which the Equipment is located is properly zoned for its current and anticipated use and the use of the Equipment will not violate any applicable zoning, land use, environmental or similar law or restriction. Sublessee has all licenses and permits necessary to use the Equipment;

(l) Sublessee's audited and unaudited financial statements furnished to Lessor fairly present the financial condition of Sublessee on the dates thereof and the results of its operations and cash flows for the periods covered by them and were prepared in accordance with generally accepted accounting principles consistently applied. Since the date of the most recent financial statement, there has been no material adverse change in the business, properties or condition (financial or otherwise) of Sublessee;

(m) All financial and other information provided to Lessor by Sublessee in connection with this Master Lease and Sublease Agreement and each Agreement is true and correct in all material respects and, as to any projections, valuations or pro forma financial statements, present a good faith opinion as to such projections, valuations and pro forma condition and results;

(n) Sublessee has filed or caused to be filed with the proper authorities when due all federal, state and local tax returns which are required to be filed, and Sublessee has paid or caused to be paid to the respective taxing authorities all taxes as shown on said returns or on any assessment received by it to the extent such taxes have become due;

(o) All Equipment and all proceeds thereof, are, or at the time of its acquisition will be, free and clear of all mortgages, security interests, liens and encumbrances except for Lessor's and Lessee's interests and rights under the Agreements and (b) the interests and rights of the Landlord in any Leasehold Improvements;

(p) Sublessee has provided to Lessor financing statements sufficient when filed to perfect the security interest in the Equipment created pursuant to each Agreement (to the extent perfection can be achieved by filing). When such financing statements are filed in the offices noted therein, Lessor, as assignee of Lessee, will have a valid and perfected security interest in the Equipment, subject to no other security interest, assignment, lien or encumbrance. None of the Equipment constitutes a replacement of, substitution for or accessory to any property of Sublessee subject to a lien. Sublessee leases the real property where the Equipment will be located pursuant to the Lease subject to no liens or encumbrances that affect or encumber the Equipment;

(q) So long as any Agreement is in effect, except as otherwise permitted by that Agreement, the Equipment under that Agreement shall be used by Sublessee only for the purpose of performing services related to its status as an organization described in Section 501(c)(3) of the Code and consistent with the permissible scope of Sublessee's authority and will not be used in an unrelated trade or business of Sublessee or another Tax-Exempt Organization or in the trade or business of any person or entity other than Sublessee or another Tax-Exempt Organization unless (i) Lessor and Lessee have been provided with an opinion of Special Tax Counsel to the effect that such use is permitted under the Act and will not cause the interest component of any Lease Payment to be includable in gross income for federal, state and/or local income tax purposes and (ii) Lessor has given its prior written consent to such use;

(r) Sublessee reasonably expects that it will not take any deliberate action within the meaning of Treas. Reg. § 1.141-2(d); and

(s) Sublessee will not take any action that would cause the interest component of any Lease Payment to be includable in gross income of the recipient for federal, state and or local income tax purposes under the Code, and Sublessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its powers necessary to ensure that the interest component of any Lease Payment does not become includable in gross income of the recipient for federal income tax purposes under the Code and/or state or local income taxes under any state or local tax law or regulation (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion).

## ARTICLE III
## LEASING AND SUBLEASING OF EQUIPMENT

**Section 3.01. Acquisition of Equipment.**

(a) The Equipment shall be acquired and installed pursuant to one or more Purchase Agreements entered or to be entered into by and between Sublessee and one or more Vendors for the

acquisition and installation of the Equipment. Sublessee and Lessor agree that Sublessee shall be solely responsible for the selection, size, design and specification of the Equipment and that Lessor shall have no duty or responsibility therefor or for the negotiation, execution or delivery of any Purchase Agreement. Sublessee shall remain liable to each such Vendor with respect to its duties and obligations in accordance with the related Purchase Agreement, and as among Lessor, Lessee and Sublessee, Sublessee shall bear the risk of loss with respect to any loss or claim relating to any item of Equipment covered by any Purchase Agreement.

(b) Sublessee hereby sells, assigns, transfers and sets over to Lessor, all of its rights, title and interest, but none of its obligations or responsibilities, in and to the Purchase Agreements (whether now in existence or hereafter entered into), including, without limitation, all right, title and interest of Sublessee in and to the Equipment and all of Sublessee's rights and remedies under the Purchase Agreements, and the right either in Lessor's own behalf or in Sublessee's name to take all proceedings, legal, equitable or otherwise, that Sublessee might take, save for this assignment.

**Section 3.02. Lease and Subleasing of Equipment.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment, for the term provided in **Section 3.08**. Lessee hereby subleases to Sublessee and Sublessee hereby subleases from Lessee, the Equipment, for the term provided in **Section 3.08**. Sublessee agrees to use the proceeds of each Agreement to finance or refinance the Acquisition Costs. Upon fulfillment of the conditions set forth in **Article IV**, the proceeds of an Agreement shall be either (a) disbursed to Sublessee, as a reimbursement of Acquisition Costs, or directly to Vendor(s) to pay Acquisition Costs and, in the sole discretion of Lessor, Issuance Costs, or (b) upon agreement among Lessor, Lessee and Sublessee, the proceeds of an Agreement shall be deposited in the related Escrow Fund to be held, invested and disbursed as provided in the related Escrow Agreement. Lessee's obligation under each Agreement, and Sublessee's obligation to make the Sublease Payments, shall commence, and interest shall begin to accrue, on the date the proceeds of that Agreement are disbursed to Sublessee or a Vendor or are deposited in an Escrow Fund. The execution and delivery of this Master Lease and Sublease Agreement shall not obligate Lessor or Lessee to execute and deliver any Schedule or to provide any funds or other consideration with respect to any Agreement. The execution and delivery of any Schedule shall not obligate Lessor or Lessee to provide any funds or other consideration with respect thereto until all conditions set forth in this Master Lease and Sublease Agreement and such Schedule have been satisfied.

NEITHER LESSEE NOR LESSOR MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, THAT THE PROCEEDS OF AN AGREEMENT WILL BE SUFFICIENT TO PAY THE COSTS OF THE EQUIPMENT OR ANY OTHER ACQUISITION COST OR ISSUANCE COST.

**Section 3.03. Interest.**

(a) The principal amount of any Lease Payments under any Agreement outstanding from time to time shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) at the annual rate of interest set forth in that Agreement. Interest accruing on the principal balance of any Lease Payments under any Agreement outstanding from time to time shall be payable as provided in that Agreement and upon earlier demand in accordance with the terms hereof or thereof or prepayment in accordance with **Section 3.07**.

(b) Upon the occurrence of a Determination of Taxability under any Agreement, Sublessee shall, with respect to future interest payments, begin making Sublease Payments under that Agreement calculated at the Gross-Up Rate. In addition, Sublessee shall make immediately upon demand of Lessor a payment to Lessor in the amount, if any, necessary to indemnify Lessor and supplement Prior Interest

Payments under that Agreement to the Gross-Up Rate, and such obligation shall survive the termination of this Master Lease and Sublease Agreement and the Agreements.

**Section 3.04. Lease Payments and Sublease Payments.**

(a) Lessee shall pay the Lease Payments under an Agreement in the amounts and on the dates set forth in that Agreement, but only out of the amounts paid by Sublessee pursuant to that Agreement. Sublessee shall pay to Lessor, as assignee of Lessee, Sublease Payments as subrent under an Agreement in the amounts and on the dates set forth in that Agreement, which shall be in amounts sufficient to pay the Lease Payments under that Agreement as the same become due. As security for the payment of Lease Payments and its other obligations under each Agreement, Lessee hereby assigns to Lessor all of its right to receive Sublease Payments and any Prepayment Price under that Agreement (and hereby directs Sublessee to make such Sublease Payments and any Prepayment Price directly to, or at the direction of, Lessor), all of Lessee's other rights under that Agreement (other than Lessee's Reserved Rights, which rights may be enforced by Lessee or Lessor) and all of its rights and interest in and to the Equipment, and Lessee irrevocably constitutes and appoints Lessor and any present or future officer or agent of Lessor as its lawful attorney, with full power of substitution and resubstitution, and in the name of Lessee or otherwise, to collect the Sublease Payments and any other payments due under that Agreement (other than payments payable to Lessee pursuant to Lessee's Reserved Rights) and to sue in any court for such Sublease Payments or other payments, to exercise all rights under that Agreement (other than Lessee's Reserved Rights, which rights may be enforced by Lessee or Lessor) with respect to the related Equipment, and to withdraw or settle any claims, suits or proceedings pertaining to or arising out of that Agreement (other than Lessee's Reserved Rights, which rights may be enforced by Lessee or Lessor) and that Agreement (other than Lessee's Reserved Rights, which rights may be enforced by Lessee or Lessor) upon any terms. Such Sublease Payments and other payments (other than payments payable to Lessee pursuant to Lessee's Reserved Rights) shall be made by Sublessee directly to Lessor, as Lessee's assignee, without the requirement of notice or demand, at such place as Lessor shall direct in writing at the time the Schedule is executed or such other place as Lessor may from time to time designate in writing, and shall be credited against Lessee's related Lease Payment obligations. Lessee authorizes Lessor to prepare and file any financing statements and continuation statements that Lessor deems necessary or appropriate to establish, maintain, perfect and protect the assignment made by this Section.

(b) The obligations of Lessee under this Master Lease and Sublease Agreement and all of the Agreements are special, limited obligations of Lessee payable solely from payments made by Sublessee in accordance with this Master Lease and Sublease Agreement and such Agreements. **NO PROVISION, COVENANT OR AGREEMENT CONTAINED IN THIS MASTER LEASE AND SUBLEASE AGREEMENT OR ANY AGREEMENT OR ANY OBLIGATION HEREIN OR THEREIN IMPOSED ON LESSEE, OR THE BREACH THEREOF, SHALL CONSTITUTE OR GIVE RISE TO OR IMPOSE UPON LESSEE A DEBT, OBLIGATION OR PECUNIARY LIABILITY OR CHARGE, A CHARGE UPON ITS GENERAL CREDIT OR TAXING POWERS, AN OBLIGATION PAYABLE FROM OTHER REVENUES, MONIES OR SOURCES OF FUNDS AVAILABLE TO LESSEE, OR A PLEDGE OF ANY SUCH REVENUES, MONIES OR SOURCES OF FUNDS.** In making the agreements, provisions and covenants set forth in this Master Lease and Sublease Agreement and each Agreement, Lessee has not obligated itself except with respect to the application of the Sublease Payments to be paid by Sublessee hereunder and thereunder. All amounts required to be paid by Sublessee hereunder or under any Agreement shall be paid in lawful money of the United States of America in immediately available funds. **NO RECOURSE SHALL BE HAD BY LESSOR OR SUBLESSEE FOR ANY CLAIM BASED ON THIS MASTER LEASE AND SUBLEASE AGREEMENT OR ANY AGREEMENT AGAINST ANY DIRECTOR, OFFICER, MEMBER, EMPLOYEE OR AGENT OF LESSEE ALLEGING PERSONAL LIABILITY ON**

**THE PART OF SUCH PERSON. THIS MASTER LEASE AND SUBLEASE AGREEMENT AND THE AGREEMENTS DO NOT DIRECTLY OR INDIRECTLY, SINGLY OR IN THE AGGREGATE, OR CONTINGENTLY, OBLIGATE THE COMMONWEALTH OR ANY OF ITS POLITICAL SUBDIVISIONS TO LEVY ANY FORM OF TAXATION FOR PAYMENT OF ANY OBLIGATIONS CONTAINED HEREIN OR THEREIN OR TO MAKE ANY OTHER PROVISION FOR SUCH PAYMENT.**

**Section 3.05. Payment on Non-Business Days.** Whenever any payment to be made hereunder shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or fees hereunder, as the case may be.

**Section 3.06. Sublease Payments to be Unconditional.** The obligations of Sublessee to make Sublease Payments required under this Master Lease and Sublease Agreement, any Tax Compliance Agreement and each Agreement and to make other payments hereunder and thereunder and to perform and observe the covenants and agreements contained herein and therein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason, including (without limitation) any failure of any Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between Sublessee and any of Lessee, Lessor, any Vendor or any other Person, Sublessee shall make all Sublease Payments or other payments when due and shall not withhold any Sublease Payments pending final resolution of such dispute, nor shall Sublessee assert any right of setoff, counterclaim or recoupment against its obligation to make such Sublease Payments or other payments required under this Master Lease and Sublease Agreement, any Tax Compliance Agreement or any Agreement.

**Section 3.07. Prepayments.**

(a) Sublessee may, in its discretion, prepay Sublease Payments and the related Lease Payments in whole at any time on a scheduled payment date by paying the applicable Prepayment Price and any outstanding and unpaid Sublease Payments and Additional Payments due under the related Agreement, except as may be otherwise provided in the related Agreement.

(b) The Sublease Payments under an Agreement and the related Lease Payments shall be prepaid in whole or in part at any time pursuant to **Article VII** by paying the applicable Prepayment Price and any outstanding and unpaid Sublease Payments and Additional Payments due under the related Agreement.

(c) The Sublease Payments under an Agreement and the related Lease Payments shall be prepaid in full immediately upon demand of Lessor after the occurrence of an Event of Default by paying the applicable Prepayment Price and any outstanding and unpaid Sublease Payments and Additional Payments due under the related Agreement.

(d) The Sublease Payments under an Agreement and the related Lease Payments shall be prepaid in full immediately upon demand of Lessor after the occurrence of a Determination of Taxability respecting those Lease Payments by paying the applicable Prepayment Price, interest at the Gross-Up Rate to the date of payment as required by **Section 3.03(b)** and any outstanding and unpaid Sublease Payments and Additional Payments due under the related Agreement plus an amount, if any, necessary to supplement the Prior Interest Payments to the Gross-Up Rate.

(e) The Sublease Payments under an Agreement and the related Lease Payments shall be prepaid in part with funds remaining in an Escrow Fund upon termination of the related Escrow Agreement as provided in **Sections 2.03** or **2.04** of that Escrow Agreement.

Upon any prepayment in part of the Sublease Payments under any Agreement and the related Lease Payments, the prepayment shall be applied first to interest accrued thereon and next to the principal component of the Lease Payments in a manner determined by Lessor. Within 15 days after any partial prepayment of Lease Payments, Lessor shall furnish Lessee and Sublessee with a revised Attachment 2 for attachment to the applicable Schedule to reflect the resultant changes due to such prepayment in part.

Upon prepayment of the Sublease Payments under any Agreement and the related Lease Payments in full in accordance with **Subsection (a), (b)** or **(d)** above, or, in the case of a Schedule substantially in the form of **Exhibit B (Schedule for Lease with Return, Purchase and Extension Options)**, purchase of the Equipment subject to that Schedule in accordance with the terms of that Schedule, Lessor and Lessee, as applicable, shall execute and deliver to Sublessee such documentation as may be necessary and appropriate to release their lien upon the Equipment subject to that Agreement.

**Section 3.08. Term.** The term applicable to any Agreement shall commence on the date of the Closing and shall terminate upon the earliest to occur of any of the following events:

(a) So long as no Default or Event of Default has occurred and is continuing hereunder, the payment by Sublessee of all Sublease Payments under that Agreement and any Additional Payments, any rebate payments and any other payments due hereunder or required to be paid by Sublessee under that Agreement; or

(b) So long as no Default or Event of Default has occurred and is continuing hereunder, the prepayment of the entire Prepayment Price under that Agreement as provided in Section 3.07 and the other amounts due hereunder or required to be paid under that Agreement; or

(c) Lessor's election to terminate that Agreement under Article IX due to an Event of Default.

This Master Lease and Sublease Agreement may be terminated by any party hereto by written notice to the other parties hereto at any time that no Agreement is in effect.

**Section 3.09. Initial and Annual Administrative Fees.** If so required by Lessee, Sublessee shall pay the Initial Administrative Fee, if any, to Lessee on the date of each Closing. Sublessee also agrees to pay to Lessee upon demand all reasonable costs, fees and expenses of Lessee related to this Master Lease and Sublease Agreement, the Equipment and any Agreement, including without limitation, reasonable fees and expenses of attorneys, accountants, financial advisors, consultants, and others. Sublessee shall also pay to Lessee the Annual Administrative Fee, if any, in installments on the dates set forth in each related Agreement; provided, however, that the aggregate fees and charges to be received by Lessee from Sublessee shall not equal or exceed the amount, if any, which would affect the exclusion from gross income for federal income tax purposes of the interest components of any Lease Payments. The obligation to pay the Annual Administrative Fee shall continue until all of Sublessee's obligations under this Master Lease and Sublease Agreement and each Agreement have been paid in full.

**Section 3.10. Completion of the Acquisition of the Equipment.**

(a) Sublessee will undertake and complete the acquisition and installation of the Equipment subject to an Agreement for the purposes and in the manner intended hereby and by Sublessee's

application for assistance to Lessee prior to the date specified for the termination of the Escrow Fund in any related Escrow Agreement. Acquisition Costs shall be paid from the proceeds of the related Agreement pursuant to **Section 3.02** and any related Escrow Agreement. To the extent proceeds of that Agreement are not available for that purpose under **Section 3.02** and any related Escrow Agreement, Sublessee shall pay all remaining Acquisition Costs from other funds of Sublessee.

(b) Sublessee shall pay all Issuance Costs directly from other funds of Sublessee except to the extent, if any, paid by Lessor in its discretion pursuant to **Section 3.02** and any related Escrow Agreement.

(c) In order to effectuate the purposes of this Master Lease and Sublease Agreement and any Agreement, Sublessee will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions that may be reasonably required with any other Persons and in general do all things which may be reasonably required, all for the purpose of carrying out and completing the acquisition of the Equipment. So long as no Event of Default shall have occurred under any Agreement, Sublessee shall have full power to carry out the acts and agreements provided in this Section. Sublessee shall complete the acquisition of the Equipment under any Agreement with all reasonable dispatch. If for any reason the completion of such work does not occur, there shall be no liability on the part of Lessor or Lessee and no diminution in or postponement of the Sublease Payments or other payments required to be paid by Sublessee under any Tax Compliance Agreement, this Master Lease and Sublease Agreement or any Agreement. Sublessee shall do nothing to impair the value of the Equipment or rights of Lessee or Lessor against any Vendor.

(d) Sublessee will obtain all necessary approvals, permits and licenses from any and all governmental agencies requisite to the acquisition of the Equipment and in compliance with all Commonwealth and local laws, ordinances and regulations applicable thereto. Upon completion of the acquisition of the Equipment, Sublessee will obtain all required approvals, permits and licenses from appropriate authorities, if any be required, authorizing the operation and use of the Equipment for the purposes contemplated hereby.

(e) If any lien shall attach or be filed against the Equipment or any part thereof or the interest of Lessee, Sublessee or Lessor in the Equipment or any part thereof or asserted against any amount payable hereunder (including any Sublease Payments), by reason of work, labor, services or materials supplied or claimed to have been supplied on or to the Equipment at the request or with the permission of Sublessee, or anyone claiming under Sublessee, Sublessee shall, within 60 days after receipt of notice of the filing thereof or the assertion thereof against such amounts, cause the same to be discharged of record, or effectively prevent the enforcement thereof against the Equipment or any part thereof or such amounts, by contest, payment, deposit, bond, order of court or otherwise unless Lessee or Lessor shall notify Sublessee that, in the opinion of independent counsel, as the result of the nonpayment of such amounts the Equipment or any part thereof will be subject to forfeiture, in which event Sublessee shall promptly pay the same. Nothing contained in this Master Lease and Sublease Agreement or any Agreement shall be construed as constituting the express or implied consent to or permission of Lessor or Lessee for the performance of any labor or services or the furnishing of any materials that would give rise to any such lien against the Equipment or any part thereof or the interest of Lessee, Sublessee or Lessor in the Equipment or any part thereof.

## ARTICLE IV
## CONDITIONS PRECEDENT

**Section 4.01. Conditions Precedent.** Before entering into any Agreement and providing the financing contemplated thereby, Lessor shall have received all of the following, each in form and substance satisfactory to Lessor:

(a) This Master Lease and Sublease Agreement properly executed on behalf of Lessee and Sublessee and each of the Exhibits hereto properly completed;

(b) The related Schedule properly executed on behalf of Lessee and Sublessee with each of the Attachments properly completed and executed by the appropriate party or parties;

(c) Either (i) an Acceptance Certificate in the form included in the Ancillary Document Forms Package or (ii) an Escrow Agreement related to such Agreement, if applicable, in the form included in the Ancillary Document Forms Package properly executed on behalf of Lessee, Lessor, Sublessee and Escrow Agent;

(d) Payment Instructions respecting the proceeds of that Agreement in the form included in the Ancillary Document Forms Package properly executed on behalf of Sublessee and Lessee;

(e) A true and correct copy of any and all leases pursuant to which Sublessee is leasing the property where the Equipment will be located, together with a landlord's disclaimer and consent with respect to each such lease;

(f) Unless waived in writing by Lessor, a true and correct copy of any and all mortgages, deeds of trust, leases, subleases or similar agreements (whether or not Sublessee is a party to any such agreement) relating to the property where the Equipment will be located, together with a mortgagee's waiver, landlord waiver or similar waiver with respect to each such mortgage, deed of trust, lease, sublease or similar agreement;

(g) As applicable, financing statements naming Sublessee, as debtor, and naming Lessor, as secured party, and/or the original certificate of title or manufacturer's certificate of origin and title application if any of the Equipment is subject to certificate of title laws and such other affidavits, notices and similar instruments necessary or appropriate to perfect and maintain Lessor's first priority perfected security interest in the Equipment;

(h) Financing statements naming Lessee, as debtor, and naming Lessor, as secured party, necessary or appropriate to perfect and maintain the assignment to Lessor of Lessee's right to receive Sublease Payments and the Prepayment Price from Sublessee and all of its rights under the Agreement (other than Lessee's Reserved Rights) and all of its rights and interest in and to the Equipment;

(i) Such lien releases from other creditors of Sublessee as may be required by Lessor in the form included in the Ancillary Document Forms Package (with copies of filed UCC termination statements attached) properly completed by or on behalf of such other creditors;

(j) Current searches of appropriate filing offices showing that (i) no state or federal tax liens or judgment liens have been filed and remain in effect against Sublessee, (ii) no financing statements have been filed and remain in effect against Sublessee relating to the

Equipment except those financing statements filed for the benefit of Lessor, and (iii) Lessor has duly filed all financing statements necessary to perfect the security interest created pursuant to each Agreement;

(k) A certificate of Sublessee in the form included in the Ancillary Document Forms Package certifying as to, among other things, (i) the resolutions of the board of directors or trustees and, if required, the shareholders or members of Sublessee, authorizing the execution, delivery and performance of this Master Lease and Sublease Agreement, the related Agreement, the related Tax Compliance Agreement, the Escrow Agreement (if applicable) and any other related documents and (ii) the signatures of the officers or agents of Sublessee authorized to execute and deliver this Master Lease and Sublease Agreement, the related Tax Compliance Agreement, the related Schedule, the Escrow Agreement (if applicable) and other instruments, agreements and certificates on behalf of Sublessee;

(l) A certificate of Lessee in the form included in the Ancillary Document Forms Package certifying as to, among other things, (i) the official approval authorizing the execution, delivery and performance of this Master Lease and Sublease Agreement, the related Agreement, the related Tax Compliance Agreement, the Escrow Agreement (if applicable) and any other related documents and (ii) the signatures of the officers or agents of Lessee authorized to execute and deliver this Master Lease and Sublease Agreement, the related Schedule, the related Tax Compliance Agreement, the Escrow Agreement (if applicable) and other instruments, agreements and certificates on behalf of Sublessee;

(m) A Tax Compliance Agreement in the form included in the Ancillary Document Forms Package properly executed on behalf of Sublessee, the Escrow Agent, if applicable, Lessor and Lessee;

(n) A Certificate of Good Standing issued as to Sublessee by the Secretary of State of the Commonwealth not more than 30 days prior to the date of the Closing of the related Schedule;

(o) Certificates of insurance required under the related Agreement, containing a lender's loss payable clause or endorsement in favor of Lessor;

(p) A completed and executed Form 8038 or evidence of filing thereof with the Secretary of Treasury;

(q) A resolution or ordinance or evidence of other official action taken by or on behalf of Lessee to authorize the transactions contemplated by the related Agreement;

(r) Evidence of publication of notice required pursuant to Section 147(f) of the Code;

(s) Evidence that the financing of the Equipment has been approved by the "applicable elected representative" of Lessee after a public hearing held upon reasonable notice;

(t) An opinion of counsel to Sublessee addressed to Lessor, Lessee and Special Tax Counsel in the form included in the Ancillary Document Forms Package;

(u) An opinion of counsel to Lessee addressed to Lessor and Lessee in the form included in the Ancillary Document Forms Package;

(v) An opinion of Special Tax Counsel addressed to Lessor and Lessee in the form included in the Ancillary Document Forms Package;

(w) Payment of Lessor's fees, commissions and expenses required by **Section 10.04**;

(x) Payment of Lessee's fees, commissions and expenses incurred in connection with the related Agreement and the transactions contemplated hereby, including the Initial Administrative Fee; and

(y) Any other items reasonably requested by Lessor and evidence of the satisfaction of any of the foregoing requirements of Lessor.

A disbursement from an Escrow Fund shall be subject to the further conditions precedent that on the date thereof:

(aa) Lessor shall have received each of the items required for a disbursement pursuant to the Escrow Agreement, if any;

(bb) Lessor shall have received in form and substance satisfactory to Lessor, Vendor invoice(s) and/or bill(s) of sale relating to the Equipment and, if such invoices have been paid by Lessee or Sublessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Code;

(cc) The representations and warranties contained in **Article II** shall be correct on and as of the date of the execution and delivery of the related Schedule and the funding of that Agreement as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date;

(dd) No event shall have occurred and be continuing, or would result from the execution and delivery of the related Schedule and the funding of that Agreement by Lessee or the incurrence of the related obligations hereunder by Sublessee, that constitutes a Default, an Event of Default or a Determination of Taxability; and

(ee) Satisfaction of any other requirements specified in the Agreement or the related Escrow Agreement, if any.

Notwithstanding the foregoing, the execution and delivery of this Master Lease and Sublease Agreement shall not obligate Lessor nor Lessee to execute and deliver any Schedule or to provide any funds or other consideration with respect to any Agreement, and the execution and delivery of any Schedule shall not obligate Lessor or Lessee to provide any funds or other consideration with respect thereto until all conditions set forth in this Master Lease and Sublease Agreement and such Schedule have been satisfied.

## ARTICLE V
## TITLE TO EQUIPMENT; SECURITY INTEREST

**Section 5.01. Title.**

(a) Legal title to the Equipment subject to a Schedule substantially in the form of **Exhibit A (Schedule for Lease with One Dollar End of Term Purchase)** and any and all repairs, replacements, substitutions and modifications to that Equipment shall be in Sublessee, subject to the rights of Lessee and Lessor hereunder.

(b) Legal title to the Equipment subject to a Schedule substantially in the form of **Exhibit B (Schedule for Lease with Return, Purchase and Extension Options)** and any and all repairs, replacements, substitutions and modifications to that Equipment shall be in Lessor, subject to the rights of Lessee and Sublessee hereunder.

**Section 5.02. Security Interest.** Each Agreement is intended to constitute a security agreement within the meaning of the UCC. As security for Sublessee's payment to Lessor, as assignee of Lessee, of Sublease Payments and all other amounts payable to Lessor hereunder and under each Agreement, Sublessee hereby grants to Lessor a security interest constituting a first lien on the Equipment subject to that Agreement, all replacement parts, additions, repairs, replacements, substitutions, modifications, accessions and accessories thereto or thereof and all proceeds of the foregoing. Sublessee authorizes Lessor to prepare, file and/or record, and agrees to execute if requested by Lessor to do so, such additional documents, including financing statements, assignments, affidavits, notices and similar instruments, in form satisfactory to Lessor, and take such other actions that Lessor deems necessary or appropriate to establish, maintain, perfect and protect the security interest created by this Section, and Sublessee hereby designates and appoints Lessor as its agent, and grants to Lessor a power of attorney (which is coupled with an interest), to execute on behalf of Sublessee such additional documents and to take such other actions. If requested by Lessor, Sublessee shall, at its expense, (a) obtain a landlord and/or mortgagee's consent and waiver with respect to the property where the Equipment is located, (b) obtain the waiver of any interest in the Equipment from any owner of, or a secured party with an interest in, equipment on which the Equipment becomes an accession and (c) conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings, so as clearly to disclose Lessor's security interest in the Equipment.

**Section 5.03. Liens and Encumbrances.** Sublessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment (together, "Liens") other than the respective rights of Lessor and Lessee as herein provided and other than the rights of the Landlord in any Leasehold Improvements. Sublessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such Lien. Sublessee shall reimburse Lessor for any expenses incurred by Lessor to discharge or remove any such Lien.

**Section 5.04. Change in Name, Corporate Structure or Principal Place of Business.** Sublessee's chief executive office is located at the address set forth above, and all of Sublessee's records relating to its business and the Equipment are kept at such location or such other location as specified in the related Schedule. Sublessee hereby agrees to provide written notice to Lessor and Lessee of any change or proposed change in its name, corporate structure, state of organization, place of business or chief executive office or change or proposed change in the location of the Equipment. Such notice shall be provided 30 days in advance of the date that such change or proposed change is planned to take effect. Sublessee does business, and within the last five years has done business, only under its own name and the trade names, if any, set forth on the execution page hereof.

**Section 5.05. Inspection of Equipment.** Lessor shall have the right at all reasonable times during business hours, upon reasonable advance notice to Sublessee, to enter into and upon the property of Sublessee for the purpose of inspecting the Equipment or removing the Equipment pursuant to **Article IX**, so long as such inspection or removal does not unreasonably interfere with the business operations of Sublessee.

**Section 5.06. Personal Property.** The parties hereby agree that, unless otherwise specified in a particular Schedule, the Equipment is, and so long as the Agreement related thereto remains in effect will remain, personal property and, when subjected to use by Sublessee hereunder, will not be or become fixtures; *provided, however*, that if contrary to the parties' intent the Equipment is or may be deemed to be a fixture, Sublessee shall cause filings to be made with the applicable government officials or filing offices to create and preserve for Lessor a perfected first priority security interest in the Equipment.

**Section 5.07. Assignment of Insurance.** As additional security for the payment and performance of Sublessee's obligations under each Agreement, Sublessee hereby assigns to Lessor any and all moneys (including, without limitation, proceeds of property insurance and refunds of unearned premiums) due or to become due under, and all other rights of Sublessee with respect to, any and all policies of property insurance now or at any time hereafter covering claims relating to loss, damage or destruction of the Equipment or any evidence thereof or any business records or valuable papers pertaining thereto, and Sublessee hereby directs the issuer of any such policy to pay all such moneys directly to Lessor. Sublessee hereby assigns to Lessor any and all moneys due or to become due with respect to any condemnation proceeding with respect to the Equipment. At any time, whether before or after the occurrence of any Event of Default, Lessor may (but need not), in Lessor's name or in Sublessee's name, execute and deliver proof of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, settle, compromise or release any claim against the issuer of any such policy or party in any condemnation proceeding with respect to claims relating to the Equipment.

**Section 5.08. Agreement as Financing Statement.** To the extent permitted by applicable law, a carbon, photographic or other reproduction of each Agreement is sufficient as a financing statement in the Commonwealth to perfect the security interests granted in each Agreement.

## ARTICLE VI
## COVENANTS OF SUBLESSEE

**Section 6.01. Use and Maintenance of Equipment by Sublessee.** Sublessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition, and in compliance with local, state and federal laws, ordinary wear and tear excepted. Sublessee shall maintain the Equipment in a condition suitable for certification by the manufacturer thereof (if certification is available) and in conformance with all manufacturer's recommended maintenance requirements and specifications and shall comply in all material respects with such other maintenance requirements as may be specified in the related Agreement or in the related insurance policy. In the event that any parts or accessories forming part of any item or items of Equipment become worn out, lost, destroyed, damaged beyond repair or otherwise rendered unfit for use, Sublessee, at its own expense and expeditiously, will replace or cause the replacement of such parts or accessories by replacement parts or accessories free and clear of all liens and encumbrances and with a value and utility at least equal to that of the parts or accessories being replaced (assuming that such replaced parts and accessories were otherwise in good working order and repair). All such replacement parts and accessories

shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and, as such, shall be subject to the terms of the applicable Agreement. Sublessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law, license or insurance policy provision, including the provisions of the Purchase Agreement relating thereto, or in any manner contrary to that contemplated by the Agreement or the Purchase Agreement applicable thereto. Sublessee shall secure all permits and licenses, if any, necessary for the installation, use, operation, modification and upgrade of the Equipment. Sublessee shall comply in all material respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with the laws of each jurisdiction in which its operations involving the Equipment may extend and any legislative, executive, administrative or judicial body exercising power over the Equipment. The Equipment shall not be moved by or on behalf of Sublessee from the site described in the related Schedule to any other location without the prior consent of Lessor, such consent not to be unreasonably withheld. The Equipment shall not be used by any Person other than Sublessee for Sublessee's tax-exempt purposes unless (i) Lessor and Lessee have been provided with an opinion of Special Tax Counsel to the effect that such use is permitted under the Act and will not cause the interest components of any Lease Payments to be includable in gross income for federal income tax purposes and (ii) Lessor has given its prior written consent to such use. Sublessee shall not use any item of Equipment to haul, convey, store, treat, transport or dispose of any "hazardous substances" or "hazardous waste" as such terms are defined in any federal, state or local law, rule or regulation pertaining to the protection of the environment (together, "Environmental Laws"). Sublessee agrees that if Sublessee is required to deliver any item of Equipment to Lessor or Lessor's agent, the Equipment shall be delivered free of all substances which are regulated by or form a basis for liability under any Environmental Law.

Neither Lessee nor Lessor shall be under any obligation to replace, service, test, adjust, erect, maintain or effect replacements, renewals or repairs of the Equipment, to effect the replacement of any inadequate, obsolete, worn-out or unsuitable parts of the Equipment or to furnish any utilities or services for the Equipment, and Sublessee hereby agrees to assume full responsibility therefor.

**Section 6.02. Taxes, Other Governmental Charges, Utility Charges and Other Claims.** The parties hereto contemplate that the Equipment will be used for the tax-exempt purposes of Sublessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property in the Commonwealth. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation or fees in any form, Sublessee shall pay, so long as any Agreement remains in effect, as the same respectively come due, all taxes, fees and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment subject to that Agreement, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. Sublessee shall also pay or discharge when due all federal, state and local taxes and fees required to be withheld by it and all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon any properties of Sublessee.

**Section 6.03. Insurance; Risk of Loss.**

(a) Sublessee shall, at its own expense, cause casualty and property damage insurance, for such amounts and against such hazards as Lessor may require, to be carried and maintained with respect to the Equipment sufficient to protect the greater of the full replacement value of the Equipment or the then applicable Prepayment Price under the applicable Agreement and to protect Lessor, Lessee and Sublessee from liability in all events with respect to insured hazards. All property insurance proceeds from casualty losses shall be payable to Lessor and Sublessee as hereinafter provided. Sublessee shall furnish to Lessor from time to time, upon request, certificates of insurance evidencing such coverage. Alternatively, upon the written approval of Lessor, Sublessee may insure the Equipment under a blanket

insurance policy or policies which cover not only the Equipment but also other properties of Sublessee or, upon written approval of Lessor, may provide self-insurance acceptable to Lessor.

(b) In addition to the requirements of **Section 6.03(a)**, Sublessee shall maintain as a minimum, public liability insurance in accordance with customary insurance practices for similar operations of size and scope in a minimum amount of $5,000,000 and written on an "occurrence" basis, which insurance (i) will also provide coverage of Sublessee's obligations of indemnity under **Section 6.13**; (ii) may be effected under overall blanket or excess coverage policies of Sublessee or any affiliate thereof, provided, however, that at least $1,000,000 is effected by a comprehensive liability insurance policy; and (iii) shall not contain any provisions for deductible amount in excess of **[$50,000/100,000]**.

(c) All insurance required by **Section 6.03(a) or (b)** shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write such insurance in the Commonwealth.

(d) Each of the policies or binders evidencing the insurance required above to be obtained shall:

(i) designate Sublessee, Lessor and Lessee as additional insureds as their respective interests may appear;

(ii) provide that all insurance proceeds with respect to loss or damage to the property of the Equipment be endorsed and made payable to Lessor and shall name Lessor as a loss payee under the standard loss payee clause which insurance proceeds shall be paid over to Lessor;

(iii) provide that there shall be no recourse against Lessee or Lessor for the payment of premiums or commissions or (if such policies or binders provide for the payment thereof) additional premiums or assessments;

(iv) provide that in respect of the respective interests of Lessee and Lessor in such policies, the insurance shall not be invalidated by any action or inaction of Sublessee or any other Person and shall insure Lessee and Lessor regardless of, and any losses shall be payable notwithstanding, any such action or inaction;

(v) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by Lessee or Lessor to the extent that such other insurance provides Lessee or Lessor, as the case may be, with contingent and/or excess liability insurance with respect to its respective interest as such in the Equipment;

(vi) provide that if the insurers cancel such insurance for any reason whatsoever, including the insured's failure to pay any accrued premium, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to Lessee or Lessor until at least 30 days after receipt by Lessee and Lessor, respectively, of written notice by such insurers of such cancellation, lapse, expiration, reduction or change;

(vii) waive any right of subrogation of the insurers thereunder against any Person insured under such policy, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any Person insured under such policy; and

(viii) contain such other terms and provisions as any owner or operator of property similar to the Equipment would, in the prudent management of its properties, require to be contained in policies, binders or interim insurance contracts with respect to property similar to the Equipment owned or operated by it.

(e) Sublessee shall, at its own cost and expense, make all proofs of loss and take all other steps necessary or reasonably requested by Lessee or Lessor to collect from insurers for any loss covered by any insurance required to be obtained by this **Section 6.03**. Sublessee shall not do any act, or suffer or permit any act to be done, whereby any insurance required by this **Section 6.03** would or might be suspended or impaired.

(f) NEITHER LESSEE NOR LESSOR REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE BUSINESS OR INTEREST OF SUBLESSEE.

(g) The Net Proceeds (as defined in **Section 7.01**) of the insurance required in **Section 6.03(a)** shall be applied as provided in Article VII.

(h) As among Lessor, Sublessee and Lessee, Sublessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Sublessee or of third parties, and whether such property damage be to Sublessee's property or the property of others. Whether or not covered by insurance, Sublessee hereby assumes responsibility for and agrees to reimburse Lessor and Lessee for and will indemnify, defend and hold Lessor and Lessee and any of their assignees, agents, employees, members, officers and directors harmless as set forth in **Section 6.13**.

**Section 6.04. Reporting Requirements.** Sublessee will deliver, or cause to be delivered, to Lessor each of the following, which shall be in form and detail acceptable to Lessor and Lessee (when applicable):

(a) as soon as available, and in any event within **[120/150]** days after the end of each fiscal year of Sublessee, audited financial statements of Sublessee with the unqualified opinion of independent certified public accountants selected by Sublessee, which annual financial statements shall include the balance sheet of Sublessee as at the end of such fiscal year and the related statement of activities and statement of cash flows of Sublessee for the fiscal year then ended, all in reasonable detail and prepared in accordance with generally accepted accounting principles applied on a basis consistent with the accounting practices applied in the financial statements referred to in **Article II**, together with a certificate of the chief financial officer of Sublessee stating that such financial statements have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with the accounting practices reflected in the annual financial statements referred to in **Article II** and whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder and, if so, stating in reasonable detail the facts with respect thereto;

(b) if requested by Lessor, as soon as available and in any event within 60 days after the end of each fiscal quarter of Sublessee, an unaudited/internal balance sheet and statement of activities and statement of cash flows of Sublessee as at the end of and for such quarter and for the year to date period then ended, in reasonable detail and stating in comparative form the figures for the corresponding date and periods in the previous year, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with the accounting practices reflected in the financial statements referred to in **Article II** and certified by the chief financial officer of Sublessee, subject to year-end audit adjustments; and accompanied by a certificate of that officer stating (i) that such financial statements have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with the accounting practices reflected in the financial statements referred to in **Article II** and (ii) whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder not theretofore reported and remedies and, if so, stating in reasonable detail the facts with respect thereto;

(c) promptly after an officer of Sublessee obtains knowledge of the occurrence of any event that constitutes a Default or an Event of Default hereunder, notice of such occurrence, together with a detailed statement by a responsible officer of Sublessee of the steps being taken by Sublessee to cure the effect of such Default or Event of Default;

(d) promptly upon Sublessee's knowledge thereof, notice of any loss or destruction of or damage to any Equipment or of any material adverse change in any Equipment; and

(e) promptly upon Sublessee's knowledge thereof, notice of any material adverse change in the financial or operating condition of Sublessee.

**Section 6.05. Books and Records; Inspection and Examination.** Sublessee will keep accurate books of record and account for itself pertaining to the Equipment and Sublessee's business and financial condition and such other matters as Lessor may from time to time request in which true and complete entries will be made in accordance with generally accepted accounting principles consistently applied and, upon request of Lessor, will permit any officer, employee, attorney or accountant for Lessor or Lessee to audit, review, make extracts from, or copy any and all corporate and financial books, records and properties of Sublessee at all reasonable times during ordinary business hours, and to discuss the affairs of Sublessee with any of its directors, officers, employees or agents, so long as such audit, review or examination does not unreasonably interfere with the business operations of Sublessee. Sublessee will permit Lessor, or its employees, accountants, attorneys or agents, to examine and copy any and all of its records and to examine and inspect the Equipment at reasonable times during Sublessee's business hours, so long as such audit, review or examination does not unreasonably interfere with the business operations of Sublessee.

**Section 6.06. Performance by Lessor; Advances.** If Sublessee at any time fails to perform or observe any of the covenants or agreements contained in any Agreement, and if such failure shall continue for a period of 20 calendar days after Lessor gives Sublessee written notice thereof (or in the case of the agreements contained in **Section 6.03**, immediately upon the occurrence of such failure, without notice or lapse of time), Lessor may, but need not, perform or observe such covenant on behalf and in the name, place and stead of Sublessee (or, at Lessor's option, in Lessor's name) and may, but need not, take any and all other actions which Lessor may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens or encumbrances, the performance of obligations owed to account debtors or other obligors, the

procurement and maintenance of insurance, the execution of assignments, security agreements and financing statements, and the endorsement of instruments); and Sublessee shall thereupon pay to Lessor on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lessor in connection with or as a result of the performance or observance of such agreements or the taking of such action by Lessor, together with interest thereon from the date expended or incurred at the lesser of **[10/12%]** per annum or the highest rate permitted by law. To facilitate the performance or observance by Lessor of such covenants of Sublessee, Sublessee hereby irrevocably appoints Lessor, or the delegate of Lessor, acting alone, as the attorney in fact of Sublessee with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file in the name and on behalf of Sublessee any and all instruments, documents, assignments, security agreements, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Sublessee under the applicable Agreement.

**Section 6.07. Modification and Substitutions.**

(a) Sublessee shall not make, without the prior written approval of Lessor, such approval not to be unreasonably withheld, any alterations, modifications, additions, substitutions, subtractions or improvements to the Equipment which cannot be readily removed without damaging the functional capabilities or economic value of the Equipment. In the event the Equipment is required to be returned to Lessor, Sublessee, at its sole cost and expense, and at the request of Lessor, will remove all alterations, modifications and additions and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted.

(b) Notwithstanding the provisions of **Subparagraph (a)** above, Sublessee may, with the prior written consent of Lessor and Lessee, such consent not to be unreasonably withheld, substitute for parts, elements, portions or all of the Equipment, other parts, elements, portions, equipment or facilities; *provided, however*, that any substitutions made pursuant to Sublessee's obligations to make repairs referenced under **Section 6.01** or **Article VII** shall not require such prior written consent. Sublessee shall make any such permitted substitutions using only parts, elements, equipment or other material of equal quality to those contained in or on the Equipment as originally delivered to Sublessee by Vendor thereof. Sublessee shall provide such documents or assurances as Lessor may reasonably request to maintain or confirm Lessor's first priority perfected security interest in the Equipment as so modified or substituted.

**Section 6.08. Preservation of Corporate Existence.** Sublessee will preserve and maintain its corporate existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business; and shall conduct its business in an orderly, efficient and regular manner.

**Section 6.09. Liens.** Sublessee will defend the Equipment against all claims or demands of all persons (other than Lessor) claiming the Equipment or any interest therein. Sublessee will keep the Equipment free and clear of all mortgages, deeds of trusts, pledges, security interests, liens, assignments, transfers and encumbrances, and will not create, incur or suffer to exist any mortgage, deed of trust, pledge, lien, security interest, assignment, transfer or encumbrance upon or of any of the Equipment, except the security interest created pursuant to the Agreements, and except for the interest of the Landlord in any Leasehold Improvements.

**Section 6.10. Sale of Assets.** Sublessee will not sell, lease, assign, transfer or otherwise dispose of any of the Equipment or any interest therein or all or a substantial part of its assets (whether in one transaction or in a series of transactions), except as contemplated in any Agreement.

**Section 6.11. Consolidation and Merger.** Sublessee will not consolidate with or merge into any Person, or permit any other Person to merge into it, or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all the assets of any other Person.

**Section 6.12. Other Defaults.** Sublessee will not permit any default or event of default to occur under any note, loan agreement, indenture, lease, mortgage, contract for deed, security agreement or other contractual obligation binding upon Sublessee or any judgment, decree, order or determination applicable to Sublessee which would have a material adverse effect on the financial or operating condition of Sublessee.

**Section 6.13. Indemnification, Payment of Expenses and Advances.**

(a) Sublessee shall at all times protect and hold Lessee and Lessor (collectively, the "Indemnified Parties") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, costs, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed) (collectively, the "Liabilities"), other than, with respect to any Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, arising during the term of any Agreement upon, about or in connection with the Equipment or resulting from, arising out of or in any way connected with (i) the financing of the costs of the Equipment, (ii) the planning, design, acquisition, equipping, installation, maintenance, repair, replacement, restoration, upkeep, use, ownership, leasing, subletting, licensing, sublicensing or operation of the Equipment or any part thereof, (iii) any defects (whether latent or patent) in the Equipment or any part thereof, (iv) the maintenance, repair, replacement, restoration, upkeep, use, ownership, leasing, subletting, licensing, sublicensing or operation of the Equipment or any portion thereof or (v) this Master Lease and Sublease Agreement, any Agreement, any Escrow Agreement, any Tax Compliance Agreement or any other document or instrument required to be delivered in connection herewith or therewith or the enforcement of any of the terms or provisions hereof or thereof or the transactions contemplated hereby or thereby, including (without limitation) (A) the selection, manufacture, purchase, acceptance, revocation of acceptance or rejection of the Equipment or the ownership of the Equipment, (B) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (C) the condition of the Equipment sold or otherwise disposed of after possession by Sublessee, (D) any patent or copyright infringement, (E) the conduct of Sublessee, its officers, employees and agents, (F) a breach by Sublessee of any of its covenants or obligations and (G) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to, investigation, removal, cleanup and remedial costs. Such indemnification set forth above shall be binding upon Sublessee for any and all claims, demands, expenses, liabilities and taxes set forth herein and shall survive the termination of this Master Lease and Sublease Agreement or any Agreement. No Indemnified Party shall be liable for any damage or injury to the person or property of Sublessee or its directors, officers, employees, agents or servants or persons under the control or supervision of any such person or any other person who may be involved with the Equipment due to any act or negligence of any person other than, with respect to any such Indemnified Party, the gross negligence or willful misconduct of such Indemnified Party.

(b) Sublessee releases such Indemnified Party from, and agrees that no Indemnified Party shall be liable for, and agrees to indemnify and hold each Indemnified Party harmless against, any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by such Indemnified Party with respect to any of the matters set forth in subdivisions (i) through (v) of **Section 6.13(a)** or at the direction of Sublessee. An Indemnified Party shall promptly notify Sublessee in writing of any claim or action brought against such Indemnified Party in which indemnity may be sought against Sublessee pursuant to **Section 6.13**; such notice shall be given in sufficient time to allow Sublessee to defend or participate in such claim or action, but the failure to give such notice in sufficient

time shall not constitute a defense hereunder or in any way impair the obligations of Sublessee under **Section 6.13** if (x) such Indemnified Party shall not have had knowledge or notice of such claim or action, (y) Sublessee or any affiliate shall have had notice of such claim or action, or (z) Sublessee's ability to defend such claim or action shall not thereby be materially impaired.

(c) In addition to and without limitation of all other representations, warranties and covenants made by Sublessee under this Master Lease and Sublease Agreement and any Agreement, Sublessee further represents and warrants that Sublessee has not used Hazardous Materials (as defined hereinafter) on, from or affecting the location where the Equipment will be located, the Equipment or any portion thereof in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Sublessee's knowledge, no prior owner, user or occupant of the location where the Equipment will be located, the Equipment or any portion thereof has used Hazardous Materials on, from or affecting the location where the Equipment will be located, the Equipment or any portion thereof in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Sublessee shall keep or cause the location where the Equipment will be located and the Equipment to be kept free of Hazardous Materials (other than materials customarily used in the conduct of Sublessee's business or customarily used in the operation and maintenance of properties similar to the Equipment in accordance with applicable law), except as provided in applicable federal, state and local laws, ordinances, rules, regulations and policies. Without limiting the foregoing, Sublessee shall not cause or permit the Equipment or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except, so long as the Equipment is used for its intended purpose, in compliance with all applicable federal, state and local laws or regulations, nor shall Sublessee cause or permit, as a result of any intentional or unintentional act or omission on the part of Sublessee or any operator or user of the Equipment, a release of Hazardous Materials onto the location where the Equipment will be located, the Equipment or any portion thereof or onto any other property. Sublessee shall comply with and use efforts to ensure compliance by all other users of the Equipment with all applicable federal, state and local laws, ordinances, rules and regulations relating to Hazardous Materials with respect to the acquisition, leasing, subleasing, licensing, equipping, furnishing, installation, operation, maintenance, repair and replacement of the Equipment, whenever and by whomever triggered, and shall obtain and comply with, and use reasonable efforts to ensure that all users of the Equipment obtain and comply with, any and all approvals, Registrations or permits required thereunder. Sublessee shall defend, indemnify and hold harmless the Indemnified Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from or affecting the location where the Equipment will be located, the Equipment or any portion thereof in violation of applicable Environmental Laws; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. For purposes of this paragraph, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined or so treated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq*.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801 *et seq*.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 *et seq*.), and in the regulations adopted and promulgated pursuant thereto, or any other federal,

state or local environmental law, ordinance, rule or regulation. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities Sublessee may have to the Indemnified Parties at common law or otherwise, and the indemnification provisions hereof shall survive the termination of this Master Lease and Sublease Agreement or any Agreement.

(d) The Indemnifications and protections set forth in **Section 6.13** shall be extended, with respect to each Indemnified Party, to its members, directors, officers, employees, agents and servants and any persons under such Indemnified Party's control or supervision.

(e) To effectuate the purposes of this Section, Sublessee will provide for and insure, in the public liability policies required in **Section 6.03**, not only its liability in respect of the matters therein mentioned but also its liability pursuant to this Section (other than under **Section 6.13(c)** to the extent not obtainable at commercially reasonable rates by Sublessee). Anything to the contrary in this Master Lease and Sublease Agreement or any Agreement notwithstanding, the indemnification covenants of Sublessee contained in this Section shall remain in full force and effect notwithstanding the termination of this Master Lease and Sublease Agreement or any Agreement.

(f) Sublessee shall not be deemed an employee, agent or servant of Lessor or Lessee or a person under Lessor's or Lessee's control or supervision.

(g) Sublessee shall, to the extent not paid out of the proceeds of any Agreement as Issuance Costs, pay the following fees, charges and expenses and other amounts: (i) the reasonable fees of any Escrow Agent for the services of the Escrow Agent rendered and its reasonable expenses incurred under any Escrow Agreement, including making any investments in accordance with the Escrow Agreement, (ii) the reasonable fees, costs and expenses of Lessee together with any reasonable fees and disbursements incurred by Lessee's counsel or special tax counsel and general counsel in performing services for Lessee in connection with this Master Lease and Sublease Agreement, any Agreement, any Escrow Agreement and any Tax Compliance Agreement and (iii) the reasonable attorney's fees and expenses incurred by Lessor in connection with this Master Lease and Sublease Agreement and any Agreement.

**Section 6.14. Incorporation of Tax Compliance Agreement.** The representations, warranties, agreements, covenants and statements of expectation of Sublessee set forth in each Tax Compliance Agreement are by this reference incorporated in this Master Lease and Sublease Agreement as though fully set forth herein.

**Section 6.15. Guarantee of Lease Payments.** As a separate and independent obligation, separate and apart from the obligation of Sublessee to make Sublease Payments under **Section 3.04**, Sublessee hereby unconditionally guarantees to Lessor the due and punctual payment of the Lease Payments as and when the same shall become due.

## ARTICLE VII
## DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

**Section 7.01. Damage, Destruction and Condemnation.** Unless Sublessee shall have exercised the option to prepay the Sublease Payments under an Agreement and the related Lease Payments by making payment of the Prepayment Price as provided herein, if (a) the related Equipment or any portion thereof is destroyed (in whole or in part) lost, secreted, stolen or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the related Equipment or any part thereof or the estate of Sublessee in the Equipment or any part thereof shall be taken under the exercise of the power of eminent

domain by any governmental body or by any person, firm or corporation acting under governmental authority, then Lessor may, at its option, apply the Net Proceeds (defined below) in whole or in part to (i) allow Sublessee to repair or replace such Equipment or any portion thereof with equipment having substantially similar specifications and of equal or greater value to the damaged Equipment immediately prior to the time of the loss occurrence, whereupon such replacement equipment shall be substituted in the related Agreement and the other related documents by appropriate endorsement or amendment, (ii) satisfy any obligations of Sublessee pursuant to the indemnification provisions of this Master Lease and Sublease Agreement or the related Agreement, (iii) prepayment of the Sublease Payments under that Agreement and the related Lease Payments in accordance with **Section 3.07(b)**, or (iv) satisfy any other obligations hereunder of Sublessee. Any balance of the Net Proceeds remaining after application in accordance with the preceding sentence shall be paid to Sublessee.

The term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim or award

**Section 7.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement referred to in **Section 7.01**, Sublessee shall either (a) complete any such repair, restoration, modification, improvement or replacement to the satisfaction of Lessor, and pay any cost thereof in excess of the amount of the Net Proceeds, in which event Sublessee shall not be entitled to any reimbursement therefor from Lessor or Lessee nor shall Sublessee be entitled to any diminution of the amounts payable hereunder or under the related Agreement; or (b) if no Default or Event of Default exists, pay to or cause to be paid to Lessor the amount of the then applicable Prepayment Price under the applicable Agreement) and, upon such payment, the Agreement with respect to such Equipment shall terminate and Lessor's security interest in such Equipment shall terminate as provided in **Section 3.07**. The amount of the Net Proceeds in excess of the then applicable Prepayment Price, if any, shall be paid to Sublessee.

## ARTICLE VIII
## ASSIGNMENT, MORTGAGING AND SELLING

**Section 8.01. Assignment by Lessor.** Each Agreement and the right to receive Lease Payments, Sublease Payments and Prepayment Price thereunder and any interest of Lessor in Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee or Sublessee; provided, however, that no such assignment or reassignment shall be effective and binding on Lessee or Sublessee unless and until (a) Lessee or Sublessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (b) in the event that such assignment or reassignment is made to a bank or trust company as trustee for holders of certificates representing interests in one or more Lease Payments incurred under an Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee and Sublessee agree to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or its assignee to protect its interest in the Equipment, this Master Lease and Sublease Agreement and the Agreements. Upon notice of such assignment, Lessee (subject to **Section 3.04(b)**) and Sublessee agree to pay directly to the assignee or subassignee without abatement, deduction or setoff all amounts which become due under the applicable Agreement, and neither Lessee (subject to **Section 3.04(b)**) nor Sublessee shall assert against the assignee or subassignee any defense, claim,

counterclaim or setoff for any reason whatsoever in any action for payment or possession brought by the assignee or subassignee.

**Section 8.02. No Sale, Assignment or Leasing by Sublessee.** Neither this Master Lease and Sublease Agreement, any Agreement nor the interest of Sublessee in any of the Equipment may be sold, assumed, assigned or encumbered by Sublessee. No agreement or interest therein and no Equipment shall be subject to involuntary assignment, lease, transfer or sale or to assignment, lease, transfer or sale by operation of law in any manner whatsoever except as expressly provided in the applicable Agreement.

## ARTICLE IX
## EVENTS OF DEFAULT AND REMEDIES

**Section 9.01. Events of Default.** The following constitute "Events of Default" under each Agreement:

(a) failure by Sublessee to pay to Lessor, as assignee of Lessee, within five days after its due date any Sublease Payment or any other amount required to be paid under any Agreement or under any related document or agreement; or

(b) failure by Sublessee to pay when due any payment required to be paid under any other agreement between Lessor or any of its affiliates and Sublessee; or

(c) failure by Sublessee to maintain insurance on the Equipment in accordance with **Section 6.03**; or

(d) failure by Sublessee or Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under any Agreement or under any other agreement between Lessor and Sublessee for a period of 30 days after written notice is given to Sublessee by Lessor, specifying such failure and requesting that it be remedied; or

(e) with respect to any of Lessee's Reserved Rights, failure of Sublessee to:

(x) make any payment, or observe and perform any covenant, condition or agreement, on its part to be paid, observed and performed, under **Section 6.13**,

(y) make any payment (except as provided in clause (x) above) on its part to be paid under any Agreement and the continuance of such failure for 20 days after written notice is given to Sublessee by Lessee specifying such failure and directing it be remedied, or

(z) pay, observe and perform any other payment, covenant, condition or agreement on its part to be paid, observed and performed under any Agreement (except as provided in clauses (x) and (y) above), and the continuance of such failure for 30 days after written notice is given to Sublessee by Lessee specifying such failure and directing it be remedied, provided, however, that, if the failure stated in such notice cannot be corrected within such 30-day period, Lessee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Sublessee within the applicable period and diligently pursued until the default is corrected; or

(f) initiation by Sublessee or Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Sublessee or Lessee; or

(g) Sublessee or Lessee shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or Sublessee or Lessee shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Sublessee or Lessee, as the case may be; or Sublessee or Lessee shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Sublessee or Lessee; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Sublessee or Lessee; or

(h) (1) Sublessee or Lessee has made any material false or misleading statement or representation in connection with this Master Lease and Sublease Agreement or an Agreement, or (2) Sublessee or Lessee sells, assigns, leases or otherwise transfers or encumbers all or any part of its interest in an Agreement or the Equipment, except as provided in the applicable Agreement.

**Section 9.02. Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing under an Agreement, Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial actions:

(a) by notice to Lessee and Sublessee, declare the then applicable Prepayment Price, all accrued and unpaid interest components of the Lease Payments (and the related Sublease Payments) and all amounts payable under the Agreement to be forthwith due and payable, whereupon such Lease Payments (and the related Sublease Payments), all such accrued interest and all such amounts shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Sublessee and Lessee;

(b) require Sublessee to assemble the Equipment at a place reasonably convenient to both Lessor and Sublessee; and use or operate the Equipment for the purpose of preserving it;

(c) without notice to Sublessee except as required by law, take possession of the Equipment wherever situated, without any court order or other process of law and without liability for entering the premises, and sell any or all of the Equipment at a public or private sale, or otherwise dispose of, hold, operate, lease or sublease to others or keep idle the Equipment, with 10 days notice to Sublessee, all free and clear of any rights of Sublessee and Lessee; provided that any and all such actions be taken in a commercially reasonable manner, all proceeds from such sale, use, operation, lease or other disposition to be applied in the following manner:

FIRST, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorneys' fees and expenses;

SECOND, to pay (i) Lessor the amount of all unpaid Sublease Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii)

Lessor the then applicable Prepayment Price (taking into account the payment of past due Sublease Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest component for the Sublease Payment next due pursuant to the applicable Schedule, from the next preceding due date of a Sublease Payment until the date of payment by the buyer, (iii) to the United States any rebatable arbitrage due or accrued pursuant to Section 148(f)(4) of the Code, and (iv) to Lessor and Lessee any other amounts due hereunder, including indemnity payments, Additional Payments and other amounts payable to Lessor or Lessee hereunder; and

THIRD, to pay the remainder of any such proceeds, purchase moneys or other amounts paid by a buyer of the Equipment or other Person, to Sublessee so long as that amount is not required to be paid to any other Person;

with Sublessee remaining liable for any amounts specified in clauses FIRST and SECOND to the extent not paid to Lessor hereunder;

(d) proceed by appropriate court action to enforce performance by Lessee or Sublessee of the applicable covenants of the Agreement or to recover for the breach thereof, including the payment of all amounts due from Sublessee, in which event Sublessee shall pay or repay to Lessor all costs of such action or court action including without limitation, reasonable attorneys' fees;

(e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights with respect to the Equipment, in which event Sublessee shall pay or repay to Lessor and Lessee all costs of such action or court action, including, without limitation, reasonable attorneys' fees; and

(f) terminate any unfunded commitments Lessor may have to Sublessee.

Notwithstanding any other remedy exercised hereunder, Sublessee shall remain obligated to pay to Lessor any unpaid Sublease Payments and Prepayment Price. To the extent permitted by applicable law, Sublessee hereby waives any rights now or hereafter conferred by statute or otherwise which might require Lessor to use, sell, lease or otherwise dispose of any Equipment in mitigation of Lessor's damages or which might otherwise limit or modify any of Lessor's rights hereunder.

All of Sublessee's right, title and interest in any Equipment the possession of which is taken by Lessor upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to Lessor, and Sublessee's rights in such Equipment shall terminate immediately upon such repossession.

Upon the occurrence of an Event of Default with respect to any of the Lessee's Reserved Rights, Lessee, without the consent of Lessor or any other Person, may proceed to enforce Lessee's Reserved Rights by (i) bringing an action for damages, injunction or specific performance; and/or (ii) taking whatever action at law or in equity as may appear necessary or desirable to collect payment of amounts due under an Agreement. Notwithstanding the foregoing, Lessee shall not enforce Lessee's Reserved Rights as provided in the immediately preceding sentence until 30 days following the date on which Lessee provides written notice of its intent to exercise such remedies to Lessor and Sublessee. Lessor may, but shall not be obligated to, cure any such Event of Default in the manner and with the effect set forth in **Section 6.06**.

**Section 9.03. Return of Equipment.** Upon an Event of Default or as otherwise required herein or in any Agreement, Sublessee shall within 10 days after notice from Lessor, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (b) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Sublessee. If Sublessee refuses to deliver the Equipment in the manner designated, Lessor may enter upon Sublessee's premises where the Equipment is kept and take possession of the Equipment and charge to Sublessee the costs of such taking. Sublessee hereby expressly waives any damages occasioned by such taking. In the event that Sublessee makes modifications to a site after any Equipment has been installed therein and such modifications impede the removal of the Equipment, the cost of removing the impediments and restoring the site shall be the sole expense of Sublessee.

**Section 9.04. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessee or Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under each Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessee or Lessor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this **Article IX**. All remedies herein conferred upon or reserved to Lessee or Lessor shall survive the termination of this Master Lease and Sublease Agreement or any Agreement.

**Section 9.05. Late Charge; Interest on Late Payment.** Any Sublease Payment, Additional Payments or other amounts payable by Sublessee to or for the benefit of Lessee or Lessor hereunder and not paid by Sublessee on the due date thereof or amounts advanced by Lessor under **Section 6.06** shall, to the extent permissible by law, bear a late charge equal to 5% of the amount of the past due Sublease Payment, Additional Payments or other amounts. In addition, any amounts unpaid (including accelerated balances) or so advanced will bear interest at the lesser of 1.3% per month or the highest rate permitted by law from the due date (whether before or after a Default) or the date advanced until the date paid.

**Section 9.06. Agreement to Pay Attorneys' Fees and Expenses.** In the event Sublessee defaults under any of the provisions of any Agreement, and Lessee or Lessor employs attorneys or incurs other expenses for the collection of Sublease Payments or other amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of Sublessee herein or therein contained, Sublessee agrees that it will on demand therefor pay to Lessee and Lessor the reasonable fees and disbursements of such attorneys and such other expenses so incurred.

## ARTICLE X
## MISCELLANEOUS

**Section 10.01. Disclaimer of Warranties.** LESSOR AND LESSEE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS, WORKMANSHIP, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, TITLE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY COMPONENT THEREOF OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND, AS TO LESSOR AND LESSEE, SUBLESSEE'S PURCHASE OF THE EQUIPMENT SHALL BE ON AN "AS IS" BASIS. All such risks, as between

Lessor, Lessee and Sublessee, are to be borne by Sublessee. Without limiting the foregoing, Lessor and Lessee shall have no responsibility or liability to Sublessee or any other Person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (ii) the use, operation or performance of the Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment. If and so long as, no Default or Event of Default exists, Sublessee shall be, and hereby is, authorized during the term of an Agreement to assert and enforce, at Sublessee's sole cost and expense and in Sublessee's own name, from time to time, any claims and rights against the Vendor under any Purchase Agreement, and Sublessee will indemnify Lessor and Lessee in connection with any such action taken.

**Section 10.02. Vendor's Warranties.** Sublessee shall assert against Vendor from time to time whatever claims and rights, including warranties of the Equipment, that Sublessee may have with respect to the Equipment. Sublessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against either or both of Lessor and Lessee, nor shall such matter have any effect whatsoever on the rights and obligations of Lessee or Lessor with respect to any Agreement, including the right to receive full and timely payments under any Agreement. Sublessee expressly acknowledges that Lessor makes and Lessee makes, and has made hereunder, no representation or warranty whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 10.03. Limitations of Liability.**

(a) In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall Lessor, its assignees, if any, or Lessee, or their respective agents, employees, members, officers or directors be liable for any special, consequential, incidental or penal damages arising in connection with the Equipment, any Agreement or this Master Lease and Sublease Agreement, including, but not limited to, loss of profit or revenue, loss of use of the Equipment or any associated equipment, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute equipment, service materials or software, facilities, services or replacement power, down time costs or claims of Sublessee's patients or constituents for such damages, and Sublessee shall indemnify and hold harmless Lessor, its assignees, if any, and Lessee and their respective agents, employees, members, officers and directors from any such damages (except to the extent caused by the gross negligence or wrongful intentional acts or omissions of the indemnified party).

(b) **NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF ANY LEASE PAYMENT OR FOR ANY CLAIM BASED THEREON OR UPON ANY OBLIGATION, COVENANT OR AGREEMENT IN THIS MASTER LEASE AND SUBLEASE AGREEMENT OR ANY AGREEMENT AGAINST ANY PAST, PRESENT OR FUTURE MEMBER OF THE METRO COUNCIL OF LESSEE, OR ANY OFFICER, EMPLOYEE, MEMBER OR AGENT OF LESSEE, EITHER DIRECTLY OR THROUGH LESSEE, UNDER ANY RULE OF LAW OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH MEMBER OF THE BOARD OF DIRECTORS, OFFICER, MEMBER, EMPLOYEE OR AGENT OF LESSEE IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF, AND IN CONSIDERATION FOR, THE EXECUTION AND DELIVERY OF THIS MASTER LEASE AND SUBLEASE AGREEMENT.**

(c) Sublessee and Lessor each acknowledge that Lessee and its members, directors, officers, agents and employees have made no arrangements and do not intend to make any arrangements to

furnish, obtain, investigate or verify any information or disclosure provided or made in connection with this Master Lease and Sublease Agreement or any Agreement or to provide annual financial statements or other credit information to the Lessor on a periodic or other basis. To the extent that Lessee is required by law to provide any such information or disclosure or otherwise deems it appropriate to require that any such information or disclosure is provided on a periodic or other basis, Sublessee will pay Lessee's costs of providing the same and will provide all information reasonably requested from time to time by Lessee or its agents.

**Section 10.04. Additional Payments.** Sublessee shall pay to Lessor the following amounts, all of which are "Additional Payments" hereunder, in addition to the Sublease Payments payable by Sublessee: such amounts in each year as shall be required by Lessor in payment of any reasonable costs and expenses, incurred by Lessor in connection with the execution, performance or enforcement of this Master Lease and Sublease Agreement or any Agreement, the financing of the Equipment, including but not limited to payment of all reasonable fees, costs and expenses and all reasonable administrative costs of Lessor in connection with the Equipment, reasonable expenses (including, without limitation, attorneys' fees and disbursements), reasonable fees of auditors or attorneys, insurance premiums not otherwise paid hereunder and all other reasonable, direct and necessary administrative costs of Lessor or charges required to be paid by it in order to comply with the terms of, or to enforce its rights under, each Agreement. Such Additional Payments shall be billed to Sublessee by Lessor from time to time, together with a statement certifying that the amount so billed has been paid or incurred by Lessor for one or more of the items described, or that such amount is then payable by Lessor for such items. Amounts so billed shall be due and payable by Sublessee within 30 days after receipt of the bill by Sublessee.

**Section 10.05. Notices.** All notices, certificates, requests, demands and other communications provided for hereunder or under an Agreement shall be in writing and shall be (a) personally delivered, (b) sent by Registered class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth above and, if telecopied, transmitted to that party at its telecopier number set forth above and confirmed by telephone at the telephone number set forth above or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy. If notice to Sublessee of any intended disposition of the Equipment or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in this Section) at least 10 days prior to the date of intended disposition or other action.

**Section 10.06. Binding Effect; Time of the Essence.** This Master Lease and Sublease Agreement and each Agreement shall inure to the benefit of and shall be binding upon Lessor, Lessee, Sublessee and their respective successors and permitted assigns, if any. Time is of the essence.

**Section 10.07. Severability.** In the event any provision of this Master Lease and Sublease Agreement or any Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.08. Amendments.** To the extent permitted by law, the terms of this Master Lease and Sublease Agreement and the Agreements shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Sublessee and Lessor agree to amend **Attachment 1** to each Schedule to more specifically identify the Equipment being financed hereunder at such time as such identification is possible. Such amendment shall be effected by written instrument signed by Sublessee and Lessor. Lessee's consent to the amendment referred to in this paragraph shall not be required. Such amendment may take the form of a Payment Request Form in the form attached to the related Escrow Agreement as **Exhibit A** executed by Sublessee and approved for payment by Lessor.

**Section 10.09. Execution in Counterparts.** This Master Lease and Sublease Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**Section 10.10. Applicable Law.** This Master Lease and Sublease Agreement and each Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

**Section 10.11. Jury Trial Waiver**. LESSOR, LESSEE AND SUBLESSEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS MASTER LEASE AND SUBLEASE AGREEMENT, ANY AGREEMENT OR ANY OF THE RELATED DOCUMENTS, ANY DEALINGS AMONG LESSOR, LESSEE OR SUBLESSEE RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS MASTER LEASE AND SUBLEASE AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG LESSOR, LESSEE AND SUBLESSEE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS MASTER LEASE AND SUBLEASE AGREEMENT, THE AGREEMENTS, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS MASTER LEASE AND SUBLEASE AGREEMENT OR ANY AGREEMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS MASTER LEASE AND SUBLEASE AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**Section 10.12. Captions.** The captions or headings in this Master Lease and Sublease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Lease and Sublease Agreement.

**Section 10.13. Entire Agreement.** Each Schedule, including exhibits and attachments thereto and the provisions of this Master Lease and Sublease Agreement as incorporated therein, constitutes the entire agreement among Lessor, Lessee and Sublessee with respect to that Schedule. There are no understandings, agreements, representations or warranties, express or implied, not specified herein or therein regarding this Master Lease and Sublease Agreement, the Agreements or the Equipment financed hereunder and thereunder. Any terms and conditions of any Purchase Agreement or other document submitted by Sublessee in connection with this Master Lease and Sublease Agreement or any Agreement which are in addition to or inconsistent with the terms and conditions of this Master Lease and Sublease Agreement or such Agreement will not be binding on Lessor or Lessee and will not apply to this Master Lease and Sublease Agreement or such Agreement.

**Section 10.14. Waiver.** Lessor's or Lessee's failure to enforce at any time or for any period of time any provision of this Master Lease and Sublease Agreement or an Agreement shall not be construed to be a waiver of such provision or of the right of Lessor or Lessee thereafter to enforce each and every provision. No express or implied waiver by Lessor of any default or remedy of default shall constitute a waiver of any other default or remedy of default or a waiver of any of Lessor's rights.

**Section 10.15. No Recourse Under Any Agreement. ALL COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS AND OBLIGATION OF LESSEE CONTAINED IN ANY ESCROW AGREEMENT, ANY TAX COMPLIANCE AGREEMENT, THIS MASTER LEASE AND SUBLEASE AGREEMENT OR ANY AGREEMENT SHALL BE DEEMED TO BE THE COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS AND OBLIGATIONS OF LESSEE AND NOT OF ANY MEMBER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF LESSEE IN HIS INDIVIDUAL CAPACITY, AND NO RECOURSE SHALL BE HAD FOR PAYMENT OF ANY LEASE PAYMENT OR FOR ANY CLAIM BASED THEREON OR HEREUNDER AGAINST ANY MEMBER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF LESSEE OR ANY NATURAL PERSON EXECUTING ANY DOCUMENT.**

**Section 10.16. Survivability.** All of the indemnities, waivers and limitations of liability contained in this Master Lease and Sublease Agreement or an Agreement shall continue in full force and effect notwithstanding the expiration or early termination of this Master Lease and Sublease Agreement or such Agreement and are expressly made for the benefit of, and shall be enforceable by, Lessor and Lessee, or their successors and assigns.

**Section 10.17. Usury.** It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in any Agreement, in no event shall any Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law. If acceleration, prepayment or any other charges upon the principal or any portion thereof, or any other circumstance, result in the computation or earning of interest or any amount in the nature of interest, in excess of the highest lawful rate, then any and all such excess is hereby waived and shall be applied against the remaining principal balance. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary contained herein or otherwise, no deposit of funds shall be required in connection herewith which will, when deducted from the principal amount outstanding hereunder, cause the rate of interest hereunder to exceed the highest lawful rate.

**IN WITNESS WHEREOF,** the parties hereto have caused this Master Lease and Sublease Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first written above.

**Lessor:** **SIEMENS PUBLIC, INC.**

By: _____
Title: _____

**Lessee:** **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

By: _____
Title: Mayor

**Sublessee:** **UNIVERSITY MEDICAL CENTER, INC., d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL**

By: _____
Title: _____

**Trade Names of Sublessee, if any:**

University of Louisville Hospital

[EXECUTION PAGE OF MASTER LEASE AND SUBLEASE AGREEMENT]

**EXHIBIT A TO MASTER LEASE AND SUBLEASE AGREEMENT**

**Form of Schedule for Lease**
**with One Dollar End of Term Purchase**

**SCHEDULE NO. __ DATED _____, 20__,**
**TO MASTER LEASE AND SUBLEASE AGREEMENT**
**DATED AS OF AUGUST 1, 2008**
**BY AND AMONG**
**SIEMENS PUBLIC, INC., AS LESSOR**
**AND**
**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, AS LESSEE**
**AND**
**UNIVERSITY MEDICAL CENTER, INC.,**
**D/B/A UNIVERSITY OF LOUISVILLE HOSPITAL, AS SUBLESSEE**

**THIS SCHEDULE NO. ___** (this "Agreement") to the Master Lease and Sublease Agreement identified above (the "Master Lease and Sublease Agreement") is entered into as of _____, 20__, by and among Siemens Public, Inc. ("Lessor"), Louisville/Jefferson County Metro Government ("Lessee"), and University Medical Center, Inc., d/b/a University of Louisville Hospital ("Sublessee"). All of the provisions of the Master Lease and Sublease Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Lease and Sublease Agreement. To the extent the provisions of the Master Lease and Sublease Agreement conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

1. This Agreement constitutes a lease and sublease agreement with respect to the Equipment set forth on **Attachment 1** hereto (the "Equipment"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, and Lessee subleases to Sublessee and Sublessee subleases from Lessee, the Equipment for the term and the Lease Payments and Sublease Payments set forth in **Attachment 2** hereto upon the terms and subject to the provisions of this Agreement.

2. Sublessee hereby certifies that the description of the Equipment set forth in **Attachment 1** hereto is accurate and reasonably identifies it for UCC purposes. Such Equipment shall be located at the following address:

_____

Street Address City County State

3. The proceeds in connection with this Agreement are $_____, of which not more than $_____ may be used for payment of Issuance Costs. The proceeds shall be disbursed in accordance with the terms of this Agreement[, the related Escrow Agreement] and Sublessee's Payment Instructions in the form included in the Ancillary Document Forms Package. The date and amount of the Lease Payments and the Sublease Payments (including the principal and interest components thereof) and the Prepayment Prices are as set forth in **Attachment 2** hereto.

4. The Sublease Payments shall be paid directly to Lessor, as Lessee's assignee, and credited against the Lease Payments. All other payments due under this Agreement are to be paid to Lessor at the following address:

Siemens Public, Inc.
3417 Collection Center Drive
Chicago, Illinois 60693

5. Upon expiration of the term of this Agreement in accordance with **Section 3.08(a)** of the Master Lease and Sublease Agreement, provided that no Default or Event of Default exists, Sublessee shall purchase free and clear of Lessor's interest in all, but not less than all, of the Equipment subject to this Agreement for $1.00 cash, together with all taxes and charges upon transfer and all other reasonable and documented expenses incurred by Lessor in connection with such transfer. Upon satisfaction of the conditions specified in this paragraph, Lessor will transfer, AS IS, WHERE IS, without recourse or warranty, express or implied, of any kind whatsoever, all of Lessor's right, title and interest in and to the Equipment, except that Lessor shall represent and warrant that the Equipment is free and clear of all liens and encumbrances by or through Lessor except as specified in the immediately preceding sentence and other than those liens and encumbrances Sublessee is obligated to discharge. Lessor shall not be required to make, and hereby specifically disclaims, any representation or warranty as to the condition of the Equipment or any other matters.

6. Sublessee represents, covenants and warrants that (a) all of its representations and warranties contained in the Master Lease and Sublease Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Agreement and are hereby reaffirmed, (b) it has fully and timely performed, and will continue to fully and timely perform, all of its obligations under the Master Lease and Sublease Agreement and each Agreement and the related Tax Compliance Agreement, (c) no event has occurred and is continuing or would result from the execution and delivery of this Agreement or the actions contemplated by the Agreement which constitutes a Default, an Event of Default or a Determination of Taxability, and (d) none of the Equipment is or will become a fixture on real estate.

7. Lessee represents, covenants and warrants that (a) all of its representations and warranties contained in the Master Lease and Sublease Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Agreement and are hereby reaffirmed, and (b) it has fully and timely performed, and will continue to fully and timely perform, all of its obligations under the Master Lease and Sublease Agreement and each Agreement.

8. This Schedule may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument

[9. The Sublease Payments and Lease Payments under this Agreement shall not be subject to prepayment pursuant to **Section 3.07(a)** of the Master Lease and Sublease Agreement prior to _____, ____.]

[10. Sublessee covenants and agrees to comply with the maintenance provisions set forth in **Attachment 3** hereto, which provisions are hereby incorporated by reference into this Agreement.]

**STATEMENT OF INTENT.** It is the intent of the parties that for federal, state and local income tax purposes: (i) the transaction between Lessor and Lessee contemplated hereby will be a conditional sale or financing arrangement consisting of a loan from the Lessor directly to the Lessee, and the Lessee acquiring and being deemed the owner of the Equipment; and (ii) the transaction between Lessee and Sublessee contemplated hereby will be a conditional sale or financing arrangement consisting of a loan from the Lessee directly to the Sublessee, and the Sublessee acquiring and being deemed the owner of the Equipment. For tax purposes, the parties shall take no action or file any return or other document

inconsistent with such intentions unless otherwise required by U.S. federal, state or local tax law or as directed by the Internal Revenue Service or a similar state tax authority.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**Lessor:** **SIEMENS PUBLIC, INC.**

By: _____
Title: _____

**Lessee:** **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

By: _____
Title: _____

**Sublessee:** **UNIVERSITY MEDICAL CENTER, INC., d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL**

By: _____
Title: _____

**Trade Names of Sublessee, if any:**

University of Louisville Hospital

FOR PURPOSES OF (A) PERFECTION UNDER ARTICLE 9 OF THE UCC, ONLY THE SCHEDULE MARKED "ORIGINAL 1 OF 4" ON THE EXECUTION PAGE HEREOF SHALL CONSTITUTE CHATTEL PAPER UNDER THE UCC AND (B) SALE OR TRANSFER OF THE AGREEMENT, ONLY THE SCHEDULE MARKED "ORIGINAL 1 OF 4" ON THE EXECUTION PAGE HEREOF SHALL BE TRANSFERABLE OR ASSIGNABLE, AND THE SALE, TRANSFER OR ASSIGNMENT OF ANY OTHER SCHEDULE SHALL BE INEFFECTIVE TO TRANSFER ANY RIGHT, TITLE AND INTEREST IN THE AGREEMENT.

ORIGINAL: ___ OF 4

SCHEDULE NO. _____ TO MASTER LEASE AND SUBLEASE AGREEMENT

**ATTACHMENT 1 TO SCHEDULE NO. ___**
**TO MASTER LEASE AND SUBLEASE AGREEMENT**
**DATED AS OF AUGUST 1, 2008**

**Equipment Description**

This **ATTACHMENT 1 IS TO SCHEDULE NO. ___** to Master Lease and Sublease Agreement dated as of August 1, 2008, among Siemens Public, Inc., as Lessor, Louisville/Jefferson County Metro Government and University Medical Center, Inc., d/b/a University of Louisville Hospital, as Sublessee.

| DESCRIPTION | DOLLAR AMOUNT |
| --- | --- |

**ATTACHMENT 2 TO SCHEDULE NO. ___**
**TO MASTER LEASE AND SUBLEASE AGREEMENT**
**DATED AS OF AUGUST 1, 2008**

**Lease Payment/Sublease Payment Schedule**

This **ATTACHMENT 2 IS TO SCHEDULE NO. ___** to Master Lease and Sublease Agreement dated as of August 1, 2008, among Siemens Public, Inc., as Lessor, Louisville/Jefferson County Metro Government, as Lessee, and University Medical Center, Inc., d/b/a University of Louisville Hospital, as Sublessee.

| Payment Date | Lease Payment/ Sublease Payment | Principal | Interest | Prepayment Price* |
|---|---|---|---|---|

* After payment of the Lease Payment and the Sublease Payment due on the same date and all other amounts then due and payable by Sublessee.

**ATTACHMENT 3 TO SCHEDULE NO. ___**
**TO MASTER LEASE AND SUBLEASE AGREEMENT**
**DATED AS OF AUGUST 1, 2008**

**Additional Maintenance Provisions**

This **ATTACHMENT 3 IS TO SCHEDULE NO. ___** to Master Lease and Sublease Agreement dated as of August 1, 2008, among Siemens Public, Inc., as Lessor, Louisville/Jefferson County Metro Government, as Lessee, and University Medical Center, Inc., d/b/a University of Louisville Hospital, as Sublessee.

**EXHIBIT B TO MASTER LEASE AND SUBLEASE AGREEMENT**

**Form of Schedule for Lease**
**with Return, Purchase and Extension Options**

**SCHEDULE NO. ___ DATED _____, 20__,**
**TO MASTER LEASE AND SUBLEASE AGREEMENT**
**DATED AS OF AUGUST 1, 2008**
**BY AND AMONG**
**SIEMENS PUBLIC, INC., AS LESSOR**
**AND**
**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, AS LESSEE**
**AND**
**UNIVERSITY MEDICAL CENTER, INC.,**
**D/B/A UNIVERSITY OF LOUISVILLE HOSPITAL, AS SUBLESSEE**

**THIS SCHEDULE NO. ___** (this "Agreement") to the Master Lease and Sublease Agreement identified above (the "Master Lease and Sublease Agreement") is entered into as of _____, 20__, by and among Siemens Public, Inc. ("Lessor"), Louisville/Jefferson County Metro Government ("Lessee") and University Medical Center, Inc., d/b/a University of Louisville Hospital ("Sublessee"). All of the provisions of the Master Lease and Sublease Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Lease and Sublease Agreement. To the extent the provisions of the Master Lease and Sublease Agreement conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

1. This Agreement constitutes a lease and sublease agreement with respect to the Equipment set forth on **Attachment 1** hereto (the "Equipment"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, and Lessee subleases to Sublessee and Sublessee subleases from Lessee, the Equipment for the term and the Lease Payments and Sublease Payments set forth in **Attachment 2** hereto upon the terms and subject to the provisions of this Agreement.

2. Sublessee hereby certifies that the description of the Equipment set forth in **Attachment 1** hereto is accurate and reasonably identifies it for UCC purposes. Such Equipment shall be located at the following address:

_____

Street Address City County State

3. The proceeds in connection with this Agreement are $_____, of which not more than $_____ may be used for Issuance Costs. The proceeds shall be disbursed in accordance with the terms of this Agreement[, the related Escrow Agreement] and Sublessee's Payment Instructions in the form included in the Ancillary Document Forms Package. The date and amount of the Lease Payments and the Sublease Payments (including the principal and interest components thereof) and the Prepayment Prices are as set forth in **Attachment 2** hereto.

4. The Sublease Payments shall be paid directly to Lessor, as Lessee's assignee, and credited against the Lease Payments. All other payments due under this Agreement are to be paid to Lessor at the following address:

Siemens Public, Inc.
3417 Collection Center Drive
Chicago, Illinois 60693

5. Provided that no Default or Event of Default exists under this Agreement or any other Agreement and this Agreement has not otherwise been terminated, Sublessee shall have the option on _____, 20___ (such date may be referred to herein as the "Termination Date" and the period from the date of this Agreement to and including the Termination Date may be referred to herein as the "Initial Term"), to return or purchase all (but not less than all) of the Equipment identified on **Attachment 1** hereto or renew the term of this Agreement with respect to all (but not less than all) of the Equipment identified on **Attachment 1** hereto, all upon the following terms and conditions:

(a) *Return.* Sublessee shall have the option at the end of the Initial Term to return to Lessor all (but not less than all) of the Equipment described on **Attachment 1** hereto as to which this Agreement has not otherwise been terminated in accordance with the terms hereof upon the following terms and conditions: If Sublessee desires to exercise this option, Sublessee shall (i) pay to Lessor on the Termination Date, in addition to the Sublease Payment then due on such date and all other sums then due hereunder, an amount equal to the Purchase Option Amount (as hereinafter defined), and (ii) return the Equipment to Lessor in accordance with Section 9.03 of the Master Lease and Sublease Agreement and this Subsection (a). Lessor shall arrange for the commercially reasonable sale, scrap or other disposition of such Equipment. Upon the sale, scrap or other disposition of the Equipment, the "Net Proceeds" (which shall be the gross proceeds less all costs, taxes, charges, expenses and fees, including storage, maintenance and other remarketing fees incurred in connection with the sale, scrap or disposition of such Equipment and all other amounts then due and owing under the Lease), if any, of such sale will be paid to Sublessee. If the Net Proceeds are less than the difference between the Purchase Option Amount and $_____ (the "Sublessee Maximum Obligation on the Termination Date"), then Lessor will pay to Sublessee the amount of such shortfall.

If Sublessee elects to return the Equipment as provided in this subsection, in addition to the return provisions contained in **Section 9.03** of the Master Lease and Sublease Agreement, Sublessee shall, at its expense, comply with the following requirements:

(i) At least 180 days but not more than 270 days prior to the Termination Date, Sublessee shall provide to Lessor a detailed list of all components of the Equipment. The list shall include (without limitation) a listing of model and serial numbers for all components comprising the Equipment.

(ii) At least 180 days prior to the Termination Date, Sublessee shall:

(A) with respect to computer-based equipment comprising the Equipment, provide to Lessor a reasonably detailed listing of all hardware comprising the Equipment and a listing of all software features listed individually;

(B) upon receiving reasonable notice from Lessor, provide or cause the vendors or manufacturers of the Equipment to provide to Lessor the following documents: (1) one set of service manuals and operating manuals, including replacements and/or additions thereto, such that all documentation is up to date; (2) one set of documents

detailing equipment configuration, operating requirements, maintenance records and other technical data concerning the set-up and operation of the Equipment, including replacements and/or additions thereto, such that all documentation is up to date;

(C) upon receiving reasonable notice from Lessor, make the Equipment available for onsite operational inspections by potential purchasers, and provide personnel, power and other requirements necessary to demonstrate electrical and mechanical systems for each item of the Equipment; and

(D) cause manufacturers' representatives or qualified equipment maintenance providers, acceptable to Lessor, to perform a comprehensive physical inspection, including testing all material and workmanship of the Equipment; and if during such inspection, examination and test, the authorized inspector finds any of the material or workmanship to be defective or the Equipment not operating within manufacturers' specifications, then Sublessee shall repair or replace such defective material and, after corrective measures are completed, Sublessee shall provide for a follow-up inspection of the Equipment by the authorized inspector as outlined in this clause.

(iii) Sublessee shall return each item of Equipment with an in-depth field service report provided by the manufacturers' representatives or qualified equipment maintenance providers performing said inspection as outlined in the preceding Subparagraph (a)(ii)(D), which report shall certify that the Equipment has been properly inspected, examined and tested and is operating within the manufacturer's specifications.

(iv) Sublessee shall cause all Equipment to be clean and cosmetically acceptable (including degreased, steam-cleaned, sterilized and free of all rust or corrosion) in the same condition as when received by Lessee, taking into account reasonable wear, and in such condition so that it may be immediately installed and placed into use in a similar environment.

(v) Sublessee shall properly remove all of Sublessee-installed markings that are not necessary for the operation, maintenance or repair of the Equipment.

(vi) Sublessee shall ensure that all Equipment and equipment operations conform to all applicable local, state and federal laws and health and safety guidelines, including (without limitation) the then current FDA regulations.

(vii) Sublessee shall ensure that the Equipment is mechanically and structurally sound, capable of performing the functions for which the Equipment was originally designed, in accordance with the manufacturers' published and recommended specifications.

(viii) Sublessee shall provide for the deinstallation, packing, transporting and certifying of the Equipment, including (without limitation) the

following: (A) when deinstallation is required, the manufacturers' representative shall deinstall all Equipment (including all wire, cable and mounting hardware) in accordance with the specifications of the manufacturers; (B) each item of Equipment shall be returned with a certificate supplied by the manufacturers' representatives certifying the Equipment to be in good condition and (where applicable) to be eligible for the manufacturers' maintenance plans; (C) the certificate of eligibility shall be transferable to another operator of the Equipment; (D) the Equipment shall be packed properly and in accordance with the manufacturers' recommendations; and (E) the Equipment shall be transported in a manner consistent with the manufacturers' recommendations and practices.

(ix) Upon sale of the Equipment to a third party or at any other time specified by Lessor, Sublessee shall provide transportation to not more than one individual location anywhere in the continental United States selected by Lessor.

(x) Sublessee shall obtain and pay for a policy of transit insurance for the redelivery period in an amount equal to the replacement value of the Equipment and Lessor shall be named as the loss payee on all such policies of insurance.

(xi) Sublessee shall provide insurance and safe, secure storage for the Equipment for 90 days after the Termination Date at one accessible location satisfactory to Lessor.

(xii) With regard to any Equipment that has been modified or reconfigured, Sublessee shall return or restore the Equipment to its original configuration, as specified by the manufacturers, except for any modification or reconfiguration done with Lessor's prior written consent.

(xiii) Sublessee will insure that the Equipment is free of all liens and encumbrances and will deliver to Lessor all documents (in form and substance satisfactory to Lessor) necessary or requested by Lessor to transfer title to the Equipment to Lessor or to another transferee designated by Lessor free of all liens and encumbrances.

*(b) Purchase.* If Sublessee has not exercised its option to return all the Equipment in accordance with **Subparagraph (a)** above, on the Termination Date Sublessee may purchase free and clear of Lessor's interest all (but not less than all) of the Equipment upon the following terms and conditions: If Sublessee desires to exercise this option with respect to the Equipment, Sublessee shall pay to Lessor in cash $_____ (the "Purchase Option Amount"), together with all Sublease Payments and other sums then due and owing on such date, plus all taxes and charges upon sale and all other reasonable and documented expenses incurred by Lessor in connection with such sale, including, without limitation, any such expenses incurred based on a notice from Sublessee to Lessor that Sublessee intended to return any such items of Equipment. Upon satisfaction of the conditions specified in this **Subparagraph (b),** Lessor will transfer, AS IS, WHERE IS, without recourse or warranty, express or implied, of any kind whatsoever, all of Lessor's interest in and to the Equipment, except that Lessor shall represent and warrant that the Equipment is free and clear of all liens and encumbrances by or through Lessor other than any liens or encumbrances that Sublessee is obligated under this Agreement to discharge. Except as specified in the immediately preceding sentence, Lessor shall not be required to

make and may specifically disclaim any representation or warranty as to the condition of such Equipment and other matters.

*(c) Extension.* So long as Sublessee shall not have exercised its options pursuant to Subparagraphs (a) and (b) above, Sublessee shall have the option, on the Termination Date, to extend this Agreement with respect to all, but not less than all, of the Equipment subject hereto for an additional term of 12 months (the "Renewal Term"), with Lease Payments and Sublease Payments (including principal and interest components thereof) during the Renewal Term to be due on the same days of the same months as Lease Payments and Sublease Payments are due during the Initial Term, being in equal amounts, and with the amount of each of those Lease Payments and Sublease Payments (being the aggregate of the principal and interest components thereof) being the amount necessary to fully amortize the Purchase Option Amount on a level payment basis during the Renewal Term at a finance rate factor based on an interest rate per annum equal to _____. At the end of the Renewal Term, provided that Sublessee is not then in default under this Agreement or any other agreement between Lessor and Sublessee, Sublessee shall purchase free and clear of Lessor's interest all, but not less than all, of such Equipment for $1.00 cash, together with all Sublease Payments and other sums then due on such date, plus all taxes and charges upon transfer and all other reasonable and documented expenses incurred by Lessor in connection with such transfer. Upon satisfaction of the conditions specified in this Subparagraph (c), Lessor will transfer, AS IS, WHERE IS, without recourse or warranty, express or implied, of any kind whatsoever, all of Lessor's interest in and to the Equipment, except that Lessor shall represent and warrant that the Equipment is free and clear of all liens and encumbrances by or through Lessor other than any liens or encumbrances that Sublessee is obligated under this Agreement to discharge. Except as specified in the immediately preceding sentence, Lessor shall not be required to make, and hereby specifically disclaims, any representation or warranty as to the condition of the Equipment or any other matters.

*(d) Notice of Election.* Sublessee shall give Lessor written notice of its election of an option specified in this **Paragraph 5** not less than 270 days nor more than 365 days before the expiration of the Initial Term. Such election shall be effective with respect to all Equipment subject to this Agreement. If Sublessee fails timely to provide such notice and comply with all other requirements of the option elected, without further action, Sublessee automatically and irrevocably shall be deemed to have elected to purchase the Equipment pursuant to **Subparagraph (b)** above.

6. Sublessee represents and covenants that the Initial Term will not exceed 75% of the estimated economic life of the Equipment identified on **Attachment 1** hereto.

7. Sublessee represents and covenants as of the commencement date of the Initial Term, the present value (using a discount rate equal to the rate implicit in this Agreement) of the sum of the Lease Payments and the Sublessee Maximum Obligation on the Termination Date is less than 90% of the fair market value of the Equipment identified on Attachment 1 hereto as of the commencement date of the Initial Term.

8. Sublessee represents, covenants and warrants that: (a) all of its representations and warranties contained in the Master Lease and Sublease Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Agreement and are hereby reaffirmed; (b) it has fully and timely performed, and will continue to fully and timely perform, all of its obligations under the Master Lease and Sublease Agreement and each Agreement and the related Tax Compliance Agreement; (c) no event has occurred and is continuing or would result from the execution and delivery of this

Agreement or the actions contemplated by the Agreement which constitutes a Default, an Event of Default or a Determination of Taxability; (d) none of the Equipment is or will become a fixture on real estate; **and (e) Lessor has rendered no advice, and made no representation, regarding any treatment of the Agreement for accounting or tax purposes, and Sublessee is relying upon its own analysis and advisors regarding such treatment.**

9. Lessee represents, covenants and warrants that (a) all of its representations and warranties contained in the Master Lease and Sublease Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Agreement and are hereby reaffirmed, and (b) it has fully and timely performed, and will continue to fully and timely perform, all of its obligations under the Master Lease and Sublease Agreement and each Agreement.

10. This Schedule may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[11. The Sublease Payments and Lease Payments under this Agreement shall not be subject to prepayment pursuant to **Section 3.07(a)** of the Master Lease and Sublease Agreement prior to _____, ____.]

[12. Sublessee covenants and agrees to comply in all respects with the maintenance provisions set forth in **Attachment 3** hereto, which provisions are hereby incorporated by reference into this Agreement.]

**STATEMENT OF INTENT.** It is the intent of the parties that for federal, state and local income tax purposes: (i) the transaction between Lessor and Lessee contemplated hereby will be a conditional sale or financing arrangement consisting of a loan from the Lessor directly to the Lessee, and the Lessee acquiring and being deemed the owner of the Equipment; and (ii) the transaction between Lessee and Sublessee contemplated hereby will be a conditional sale or financing arrangement consisting of a loan from the Lessee directly to the Sublessee, and the Sublessee acquiring and being deemed the owner of the Equipment. For tax purposes, the parties shall take no action or file any return or other document inconsistent with such intentions unless otherwise required by U.S. federal, state or local tax law or as directed by the Internal Revenue Service or a similar state tax authority.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**Lessor:** **SIEMENS PUBLIC, INC.**

By: _____
Title: _____

**Lessee:** **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

By: _____
Title: _____

**Sublessee:** **UNIVERSITY MEDICAL CENTER, INC., d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL**

By: _____
Title: _____

**Trade Names of Sublessee, if any:**

University of Louisville Hospital

FOR PURPOSES OF (A) PERFECTION UNDER ARTICLE 9 OF THE UCC, ONLY THE SCHEDULE MARKED "ORIGINAL 1 OF 4" ON THE EXECUTION PAGE HEREOF SHALL CONSTITUTE CHATTEL PAPER UNDER THE UCC AND (B) SALE OR TRANSFER OF THE AGREEMENT, ONLY THE SCHEDULE MARKED "ORIGINAL 1 OF 4" ON THE EXECUTION PAGE HEREOF SHALL BE TRANSFERABLE OR ASSIGNABLE, AND THE SALE, TRANSFER OR ASSIGNMENT OF ANY OTHER SCHEDULE SHALL BE INEFFECTIVE TO TRANSFER ANY RIGHT, TITLE OR INTEREST IN THE AGREEMENT.

ORIGINAL: ____ OF 4

SCHEDULE NO. ____ TO MASTER LEASE AND SUBLEASE AGREEMENT

**ATTACHMENT 1 TO SCHEDULE NO. ____**
**TO MASTER LEASE AND SUBLEASE AGREEMENT**
**DATED AS OF AUGUST 1, 2008**

**Equipment Description**

This **ATTACHMENT 1 IS TO SCHEDULE NO. ___** to Master Lease and Sublease Agreement dated as of August 1, 2008, among Siemens Public, Inc., as Lessor, Louisville/Jefferson County Metro Government, as Lessee, and University Medical Center, Inc., d/b/a University of Louisville Hospital, as Sublessee.

| **DESCRIPTION** | **DOLLAR AMOUNT** |
| --- | --- |

**ATTACHMENT 2 TO SCHEDULE NO. ___**
**TO MASTER LEASE AND SUBLEASE AGREEMENT**
**DATED AS OF AUGUST 1, 2008**

**Lease Payment/Sublease Payment Schedule**

This **ATTACHMENT 2 IS TO SCHEDULE NO. ___** to Master Lease and Sublease Agreement dated as of August 1, 2008, among Siemens Public, Inc., as Lessor, Louisville/Jefferson County Metro Government, as Lessee, and University Medical Center, Inc., d/b/a University of Louisville Hospital, as Sublessee.

| Payment Date | Lease Payment/ Sublease Payment | Principal | Interest | Prepayment Price* |
|---|---|---|---|---|

* After payment of the Lease Payment and the Sublease Payment due on the same date and all other amounts then due and payable by Sublessee.

**ATTACHMENT 3 TO SCHEDULE NO. ____**
**TO MASTER LEASE AND SUBLEASE AGREEMENT**
**DATED AS OF AUGUST 1, 2008**

**Additional Maintenance Provisions**

This **ATTACHMENT 3 IS TO SCHEDULE NO. ___** to Master Lease and Sublease Agreement dated as of August 1, 2008, among Siemens Public, Inc., as Lessor, Louisville/Jefferson County Metro Government, as Lessee, and University Medical Center, Inc., d/b/a University of Louisville Hospital, as Sublessee.