

EXHIBITS

TO

MEMBERSHIP INTEREST TRANSFER AGREEMENT

BETWEEN

KNAPP MEDICAL CENTER, INC.,

KNAPP MEDICAL CENTER FOUNDATION

AND

PRIME HEALTHCARE SERVICES FOUNDATION, INC

DATED AS OF NOVEMBER 20, 2012

KMC
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Exhibit AReference Balance SheetReference Balance Sheet – June 30, 2012 (unaudited)

**INTERIM
CONSOLIDATED BALANCE SHEET
JUNE 30, 2012**

	Current Year	Prior Year Ended June 30, 2011
Assets		
Current Assets		
Cash and cash equivalents	\$ 16,493,116	\$ 12,572,147
Short-term investments	7,564,099	7,515,900
Patient accounts receivable, net of allowance	14,891,023	14,796,100
Other receivables	1,023,516	2,180,252
Estimated amounts due from third-party payers	6,749,039	1,740,475
Supplies	2,414,305	2,089,113
Prepaid expenses and other	1,158,446	638,760
Total Current Assets	50,293,544	41,532,746
Investments	70,040,961	70,868,257
Assets Limited as to Use		
Internally designated-self Ins/Mgmt fund	915,629	1,285,564
Held by trustee	2,619	1,879,535
Total Assets Limited as to Use	918,248	3,165,099
Property and Equipment, At Cost		
Land and land improvements	4,498,666	4,498,666
Buildings and leasehold improvements	73,117,054	68,781,938
Equipment	93,062,739	89,298,191
Construction in progress	991,063	5,716,003
Total Property and Equipment, At Cost	171,669,542	168,274,798
Less accumulated depreciation	127,893,732	121,152,848
Total Property and Equipment, At Cost Less Depreciation	43,775,810	47,121,950
Other Assets		
Deferred financing costs	470,356	489,589
Goodwill	1,749,712	1,749,712
Total Other Assets	2,220,068	2,239,301
Total Assets	\$ 167,248,631	\$ 164,927,353

2. Article Five is amended to indicate the names and business addresses of the current directors serving on the Board of Directors.
3. Article Eight has been amended to provide the current address of the registered office of the Corporation and the name of the registered agent at that address.
4. Article Nine has been amended to provide any alteration, amendment, or repeal of the Bylaws of the Corporation shall be approved by the Board of Directors and the Member.
5. Article Ten has been amended to provide that any alteration, amendment, restatement, or repeal of the Articles of the Corporation approved by the Board of Directors, shall be subject to approval by the Board of Directors and the Member.

Article III.

The Restated Articles of Incorporation and the amendments made by such Restated Articles of Incorporation were adopted at a meeting of the Board of Directors held on

Article IV.

The Articles of Incorporation and all amendments thereto are hereby superseded by the following Restated Articles of Incorporation of the Corporation which accurately copy the entire text thereof including any previous amendments and as amended as set forth above:

[Entire text of the Restated Articles of Incorporation as amended to read as follows:]

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
KNAPP MEDICAL CENTER
(A Texas Non-Profit Corporation)**

ARTICLE ONE

The name of the corporation shall be Knapp Medical Center, a non-profit corporation (the "Corporation").

ARTICLE TWO

The Corporation shall be organized as a non-profit corporation established to operate exclusively for charitable, benevolent, educational, and scientific purposes. Without in any way limiting the foregoing general purpose, the specific purposes of the Corporation shall be to qualify and to be recognized as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the regulations promulgated pursuant thereto, or the corresponding provision of any applicable future United States Internal Revenue law or regulations (collectively, the "Code"), and an organization described in Section 509(a)(1) of the Code; to establish and maintain one or more hospitals as institutions with permanent facilities for diagnosis and treatment of both inpatients and outpatients and to provide such medical services as may be required by patients of such hospitals; to conduct educational activities related to care of the sick and injured or to the promotion of health; to develop efficient and practical arrangements for providing urgent care, extended care, and related health care services; to foster the teaching functions of such hospitals in cooperation with other health care and educational institutions; to provide orientation and in-service training programs to the personnel employed at such hospitals in order to maintain their skills and to make them aware of developments in the health care field; and for any other lawful purpose or purposes for which a non-profit corporation may be organized in the State; provided, however, that the Corporation shall not engage in activities that are not in furtherance of its charitable purposes other than as an insubstantial part of its activities.

ARTICLE THREE

The Corporation shall have one member (the "Member") and the name and address of the Member shall be:

Prime Healthcare Services Foundation, Inc.

3300 East Guasti Road, 2nd Floor

a Delaware non-profit corporation

Ontario, California 91761

ARTICLE FOUR

The period of duration of the Corporation shall be perpetual.

ARTICLE FIVE

5.01. The affairs of the Corporation shall be managed by a Board of Directors composed of not less than seven (7) members plus any Ex-Officio members set forth in the Bylaws. The current number of Directors serving on the Board is seven (7) (excluding Ex-Officio members). The Directors, subsequent to the Board of Directors specified in these Restated Articles of Incorporation, shall be selected, designated and elected as provided in the Bylaws of the Corporation. The names and addresses of the current members of the Board of Directors, who shall hold office until their successors are designated or elected and have qualified, or until their death, resignation, or removal, are as follows:

<u>Name of Director</u>	<u>Address</u>
John Lackey	415 N. Airport Weslaco, TX 78596
Abraham Tanus	2700 Camino de Verdad Mercedes, TX 78570
Rudy Salinas	2300 W. Pike Boulevard, Suite 201 Weslaco, TX 78596
Bertha Suarez	701 N. Airport Dr. Weslaco, TX 78596
Brian A. Humphreys, Jr.	1000 N. Westgate Weslaco, TX 78596
Norma Montalvo	P.O. Box 2 Weslaco, TX 78596
Anabell Cardona	345 S. Texas Weslaco, TX 78596

ARTICLE SIX

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the Corporation and to make payments and distributions in furtherance of the purposes of the Corporation set forth in Article Two hereof. No substantial part of the activities of the Corporation shall be carrying on propaganda, or

otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Restated Articles of Incorporation, the Corporation shall not carry on any other activities not to be carried on by (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code or (ii) b an organization contributions to which are deductible under Section 170(c)(2) of the Code.

SECTION SEVEN

In the event of the dissolution of the Corporation, the winding up of the affairs, or other liquidation of its assets, the Corporation's property shall be conveyed or distributed to an organization or organizations, as the Board of Directors shall determine, which will best accomplish the purposes for which the Corporation is organized; provided, however, that each such organization must at the time of such conveyance or distribution, be recognized as (i) an organization exempt from federal income tax under Section 509(a) of the Code.

ARTICLE EIGHT

The street address of the registered office of the Corporation is 1401 East Eighth Street, Weslaco, Texas 78596, and the name of the registered agent at such address is _____.

ARTICLE NINE

The Bylaws of the Corporation may be altered, amended or repealed, and new and replacement Bylaws of the Corporation may be made and adopted by the Member and the Board of Directors of the Corporation as provided in these Articles of Incorporation of the Corporation and in the Bylaws of the Corporation.

ARTICLE TEN

The Articles of Incorporation of the Corporation may be altered, amended, restated, or repealed, and new and replacement Articles of Incorporation of the Corporation may be made and adopted only by action of the Member and the Board of Directors of the Corporation as provided in these Articles of Incorporation of the Corporation and in the Bylaws of the Corporation.

ARTICLE ELEVEN

Anything to the contrary herein notwithstanding, the Corporation shall:

- (1) Make distributions at such time and in such manner as not to subject the Corporation to tax under section 4942 of the Code, or corresponding provisions hereafter in effect;
- (2) Not engage in any act of self-dealing which would be subject to tax under section 4941(d) of the Code, or corresponding provision hereinafter in effect;
- (3) Not retain any excess business holdings which would subject it to tax under section 4943(c) of the Code, or corresponding provisions hereafter in effect;
- (4) Not make any investments which would subject it to tax under section 4944 of the Code, or corresponding provision hereafter in effect;
- (5) Not make any taxable expenditures which would subject it to tax under section 4945(d) of the Code, or corresponding provision hereafter in effect.

ARTICLE TWELVE

A Director of the Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except that this Article Twelve does not eliminate or limit the liability of a Director of the Corporation to the extent the Director is found liable for: (i) a breach of the Director's duty of loyalty to the Corporation or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the Director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office; or (iv) an act or omission for which the liability of a Director is expressly provided by an applicable statute. If the Texas Miscellaneous Corporation Laws Act or any other statute of the State of Texas hereafter is amended to authorize the further elimination or limitation of the liability of Directors of the Corporation, then the liability of a Director of the Corporation shall be limited to the fullest extent permitted by the statutes of the State of Texas, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on the liability of a Director of the Corporation provided by the foregoing provisions of this Article Twelve. Any repeal of or amendment to this Article Twelve shall be prospective only and shall not adversely affect any limitation on the liability of a Director of the Corporation existing at the time of such repeal or amendment.

ARTICLE THIRTEEN

Any action required to, or which may, be taken at a meeting of the Directors of the Corporation or any committee of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Directors or committee members as would be necessary to take that action at a meeting at which all of the Directors or committee members were present and voted, provided such consent is in the form provided for and such action is taken in accordance with the Act, these Articles of Incorporation and Bylaw of the Corporation.

IN WITNESS WHEREOF, the undersigned authorized officer of the Corporation has executed these Amended and Restated Articles of Incorporation of the Corporation this ___ day of _____, 2012.

KNAPP MEDICAL CENTER

By: _____

Name: _____

Title: _____

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(acknowledgment)

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

BEFORE ME, personally appeared _____, acknowledged the forgoing document and subscribed his/her name thereto on behalf of **KNAPP MEDICAL CENTER**, a Texas corporation, in his/her capacity as _____, as the act and deed of said corporation, for the purposes expressed therein on _____, 2013.

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

JONES, GALLIGAN, KEY & LOZANO, L.L.P.
P.O. Drawer 1247
2300 W. Pike Blvd., Suite 300
Weslaco, Texas 78599

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Exhibit 1.8

List of Replacement Board Members Appointed by PHSF

* Pending Exhibit from Prime.

Exhibit 2.5

Financial Statements of KMC

See File Exhibit 2.5 included on CD titled Knapp-PHSF Exhibits dated November 20, 2012, as Amended.

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Knapp Medical Center

Accountants' Reports and Consolidated Financial Statements

June 30, 2010 and 2009

BKD^{LLP}
CPAs & Advisors

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Knapp Medical Center
June 30, 2010 and 2009

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Independent Accountants' Report on Financial Statements

Board of Directors
Knapp Medical Center
Weslaco, Texas

We have audited the accompanying consolidated balance sheets of Knapp Medical Center (the Medical Center) as of June 30, 2010 and 2009, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Medical Center's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Knapp Medical Center as of June 30, 2010 and 2009, and the results of its operations, the changes in net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

BKD, LLP

December 1, 2010

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Knapp Medical Center
Consolidated Balance Sheets
June 30, 2010 and 2009

Assets

	2010	2009
Current Assets		
Cash and cash equivalents	\$ 39,839,885	\$ 35,573,197
Short-term investments	10,349,380	8,181,615
Assets limited as to use – current	3,890,031	2,952,644
Patient accounts receivable, net of allowance; 2010 – \$25,907,000, 2009 – \$26,436,000	14,347,946	17,463,622
Other receivables	1,766,065	1,569,558
Estimated amounts due from third-party payers	2,597,336	1,081,204
Supplies	1,857,961	1,987,735
Prepaid expenses and other	1,233,844	1,086,131
Total current assets	75,882,448	69,895,706
Long-term Investments	35,397,672	28,869,931
Assets Limited as to Use		
Internally designated	669,851	1,256,337
Held by trustees	6,967,834	9,508,250
	7,637,685	10,764,587
Less amount required to meet current obligations	3,890,031	2,952,644
	3,747,654	7,811,943
Property and Equipment, at Cost		
Land and land improvements	4,386,856	4,022,510
Buildings and leasehold improvements	65,992,486	65,308,263
Equipment	84,496,017	80,531,929
Construction in progress	4,159,437	2,065,837
	159,034,796	151,928,539
Less accumulated depreciation	112,664,819	104,394,479
	46,369,977	47,534,060
Other Assets		
Intangible assets	1,745,332	1,904,248
Deferred financing costs	498,410	524,618
Other long-term assets	2,110	1,656
Total other assets	2,245,852	2,430,522
Total assets	\$ 163,643,603	\$ 156,542,162

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Liabilities and Net Assets

	<u>2010</u>	<u>2009</u>
Current Liabilities		
Current maturities of long-term debt	\$ 3,815,000	\$ 2,660,274
Accounts payable	4,254,106	5,088,226
Accrued payroll and other expenses	5,160,302	5,023,032
Interest payable on interest rate swaps	85,620	86,511
Interest payable	24,141	40,909
Upper payment limit program payable	2,225,218	-
Note payable to bank	1,376,162	-
Estimated self-insurance costs, current	<u>226,278</u>	<u>916,735</u>
Total current liabilities	17,166,827	13,815,687
Estimated Self-insurance Costs	1,985,898	1,377,969
Interest Rate Swap Agreements	2,774,647	1,099,220
Long-term Debt	<u>52,993,850</u>	<u>56,000,414</u>
Total liabilities	<u>74,921,222</u>	<u>72,293,290</u>
Minority Interest	<u>322,953</u>	<u>-</u>
Net Assets		
Unrestricted net assets	88,399,428	83,792,895
Temporarily restricted net assets	<u>-</u>	<u>455,977</u>
Total net assets	<u>88,399,428</u>	<u>84,248,872</u>
Total liabilities and net assets	<u>\$ 163,643,603</u>	<u>\$ 156,542,162</u>

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Knapp Medical Center
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Unrestricted Revenues, Gains and Other Support		
Net patient service revenue	\$ 131,083,188	\$ 130,949,869
Other	2,003,592	1,302,294
Net assets released from restrictions used for operations	455,977	-
Fund-raising revenue	<u>318,815</u>	<u>302,320</u>
Total unrestricted revenues, gains and other support	<u>133,861,572</u>	<u>132,554,483</u>
Expenses and Losses		
Salaries and wages	41,060,892	41,074,279
Employee benefits	12,191,209	10,500,024
Purchased services and professional fees	14,370,797	14,711,715
Supplies and other	21,406,348	23,024,131
Depreciation and amortization	8,512,798	8,294,487
Interest	2,141,433	1,996,112
Provision for uncollectible accounts	32,079,293	31,251,093
Gain on sale of property and equipment	<u>(3,000)</u>	<u>-</u>
Total expenses and losses	<u>131,759,770</u>	<u>130,851,841</u>
Operating Income	<u>2,101,802</u>	<u>1,702,642</u>
Other Income (Expense)		
Contributions received	149,709	73,497
Change in fair value of interest rate swap agreements	174,572	(2,475,516)
Interest and dividend income	1,523,278	1,574,821
Realized gain (loss) on investments	209,833	(2,702,993)
Unrealized gain (loss) on investments	2,261,183	(3,727,252)
Loss on extinguishment of debt	<u>-</u>	<u>(5,682,120)</u>
Total other income (expense)	<u>4,318,575</u>	<u>(12,939,563)</u>
Excess (Deficiency) of Revenues Over Expenses Before Minority Interest	<u>6,420,377</u>	<u>(11,236,921)</u>
Minority interest in loss of subsidiary	<u>57,047</u>	<u>-</u>
Excess (Deficiency) of Revenues Over Expenses	<u>\$ 6,477,424</u>	<u>\$ (11,236,921)</u>

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	<u>2010</u>	<u>2009</u>
Unrestricted Net Assets		
Excess (deficiency) of revenues over expenses	\$ 6,477,424	\$ (11,236,921)
Reclassification to temporarily restricted net assets	-	(894,244)
Change in fair value of interest rate swap agreements	<u>(1,870,891)</u>	<u>(107,401)</u>
Increase (decrease) in unrestricted net assets	<u>4,606,533</u>	<u>(12,238,566)</u>
Temporarily Restricted Net Assets		
Reclassification from temporarily restricted net assets	-	894,244
Net assets released from restrictions	(455,977)	-
Change in value of beneficial interest in trust	<u>-</u>	<u>(438,267)</u>
Increase (decrease) in temporarily restricted net assets	<u>(455,977)</u>	<u>455,977</u>
Change in Net Assets	4,150,556	(11,782,589)
Net Assets, Beginning of Year	<u>84,248,872</u>	<u>96,031,461</u>
Net Assets, End of Year	<u>\$ 88,399,428</u>	<u>\$ 84,248,872</u>

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Knapp Medical Center
Accountants' Reports and Consolidated Financial Statements
June 30, 2011 and 2010

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Knapp Medical Center
June 30, 2011 and 2010

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**INTERIM
CONSOLIDATED BALANCE SHEET
JUNE 30, 2012**

	Current Year	Prior Year Ended June 30, 2011
Assets		
Current Assets		
Cash and cash equivalents	\$ 16,493,116	\$ 12,572,147
Short-term investments	7,564,099	7,515,900
Patient accounts receivable, net of allowance	14,891,023	14,796,100
Other receivables	1,023,516	2,180,252
Estimated amounts due from third-party payers	6,749,039	1,740,475
Supplies	2,414,305	2,089,113
Prepaid expenses and other	1,158,446	638,760
Total Current Assets	50,293,544	41,532,746
Investments	70,040,961	70,868,257
Assets Limited as to Use		
Internally designated-self Ins/Mgmt fund	915,629	1,285,564
Held by trustee	2,619	1,879,535
Total Assets Limited as to Use	918,248	3,165,099
Property and Equipment, At Cost		
Land and land improvements	4,498,666	4,498,666
Buildings and leasehold improvements	73,117,054	68,761,938
Equipment	93,062,739	89,298,191
Construction in progress	991,083	5,716,003
Total Property and Equipment, At Cost	171,669,542	168,274,798
Less accumulated depreciation	127,893,732	121,152,848
Total Property and Equipment, At Cost Less Depreciation	43,775,810	47,121,950
Other Assets		
Deferred financing costs	470,356	489,589
Goodwill	1,749,712	1,749,712
Total Other Assets	2,220,068	2,239,301
Total Assets	\$ 167,248,631	\$ 164,927,353

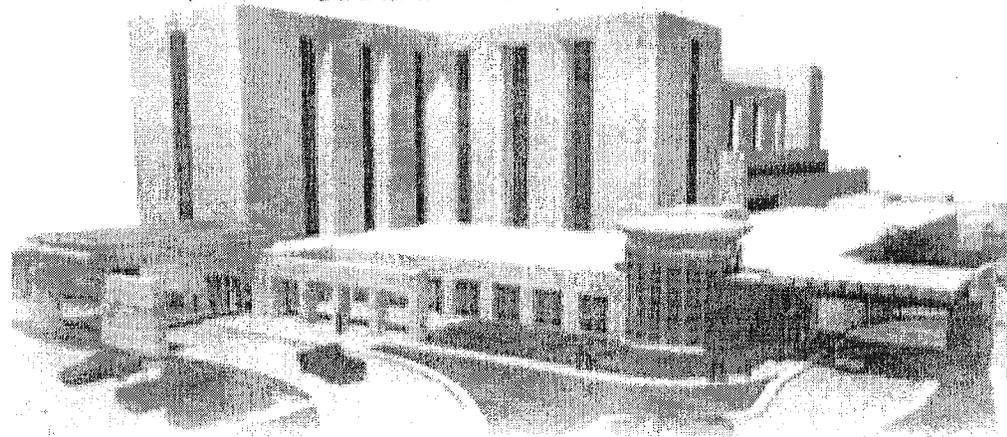
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**INTERIM
CONSOLIDATED BALANCE SHEET
JUNE 30, 2012**

	Current Year	Prior Year Ended June 30, 2011
Liabilities and Net Assets		
Current Liabilities		
Current maturities of long-term debt	\$ 2,095,000	\$ 2,015,000
Accounts payable	7,133,877	3,023,835
Accrued payroll and other expenses	6,177,194	5,162,638
Estimated amounts due to third-party payers	496,873	
Interest payable	0	24,141
Deferred revenue	0	0
UPL Payable	2,657,345	45,922
Other current liabilities	75,289	83,587
Total Current Liabilities	18,635,578	10,355,123
Estimated self-insurance costs	2,533,600	2,384,600
Long-term debt	48,913,465	50,998,593
Interest rate swap agreement	5,663,290	1,886,584
Working Capital ASC	135,000	135,000
Equipment Payable ASC	0	509,031
Total Liabilities	75,880,933	66,268,930
ASC Minority Interest	232,900	290,899
Net Assets		
Unrestricted	91,134,798	98,367,523
Temporarily restricted	0	0
Total Net Assets	91,134,798	98,367,523
Total Liabilities and Net Assets	\$ 167,248,631	\$ 164,927,353

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Interim Consolidated Financial Statements October 31, 2012

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<u>Supplemental Information:</u>		
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**INTERIM
CONSOLIDATED BALANCE SHEET
OCTOBER 31, 2012**

	Current Month	Same month prior year
Assets		
Current Assets		
Cash and cash equivalents	\$ 9,549,170	\$ 12,045,320
Short-term investments	7,580,249	7,543,086
Patient accounts receivable, net of allowance	14,807,804	16,144,793
Other receivables	1,006,292	1,505,625
Estimated amounts due from third-party payers	6,760,635	1,740,475
Supplies	2,423,222	1,968,237
Prepaid expenses and other	1,956,931	1,437,028
Total Current Assets	<u>44,084,302</u>	<u>42,384,564</u>
Investments	72,096,260	68,102,368
Assets Limited as to Use		
Internally designated-self Ins/Mgmt fund	814,594	959,113
Held by trustee	2,619	284,763
Total Assets Limited as to Use	<u>817,213</u>	<u>1,243,876</u>
Property and Equipment, At Cost		
Land and land improvements	4,498,666	4,498,666
Buildings and leasehold improvements	73,043,562	70,851,324
Equipment	93,417,961	89,394,129
Construction in progress	1,100,877	6,382,152
Total Property and Equipment, At Cost	<u>172,061,066</u>	<u>171,126,271</u>
Less accumulated depreciation	130,059,785	123,484,539
Total Property and Equipment, At Cost Less Depreciation	<u>42,001,281</u>	<u>47,641,732</u>
Other Assets		
Deferred financing costs	464,125	482,819
Goodwill	1,749,712	1,749,721
Total Other Assets	<u>2,213,837</u>	<u>2,232,540</u>
Total Assets	<u>\$ 161,212,892</u>	<u>\$ 161,605,079</u>

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**INTERIM
CONSOLIDATED BALANCE SHEET
OCTOBER 31, 2012**

	Current Month	Same month prior year
Liabilities and Net Assets		
Current Liabilities		
Current maturities of long-term debt	\$ 2,095,000	\$ 2,015,000
Accounts payable	5,790,447	3,640,493
Accrued payroll and other expenses	6,338,711	5,276,139
Estimated amounts due to third-party payers	0	
Interest payable	45,537	24,141
Deferred revenue	0	0
UPL Payable	0	0
Other current liabilities	73,794	83,587
Total Current Liabilities	14,343,489	11,039,360
Estimated self-insurance costs	2,534,573	2,389,971
Long-term debt	48,916,755	51,001,884
Interest rate swap agreement	5,585,571	5,116,650
Working Capital ASC	135,000	135,000
Equipment Payable ASC	0	183,679
Total Liabilities	71,515,387	69,866,544
ASC Minority Interest	217,579	292,023
Net Assets		
Unrestricted	89,479,925	91,446,512
Temporarily restricted	0	0
Total Net Assets	89,479,925	91,446,512
Total Liabilities and Net Assets	\$ 161,212,892	\$ 161,605,079

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00169

Exhibit 10.8Transition Services Agreement**TRANSITION SERVICES AGREEMENT**

This is a Transition Services Agreement ("**Agreement**") dated December __, 2012 (the "**Effective Date**") between Knapp Medical Center, Inc. ("**Knapp**") and Knapp Community Care Foundation, Inc. ("**KCCF**") (Knapp and KCCF are also referred to individually as "party" and collectively as "parties").

RECITALS

WHEREAS WHEREAS, Knapp, KCCF, and Prime Healthcare Services Foundation, Inc., a Delaware nonprofit corporation ("**PHSF**") entered into a Membership Interest Transfer Agreement dated November 20, 2012 (the "**MITA**"), pursuant to which Knapp agreed to transfer 100% of the membership interest in Knapp which operates Knapp Medical Center in Weslaco, Texas (the "**Hospital**") and its related businesses, and PHSF agreed in part to ensure that Knapp would provide office space within the Hospital to both KCCF and the Knapp Medical Center Foundation, Inc. ("**KMCF**") (KCCF and KMCF are collectively referred to herein as the "**Foundations**");

WHEREAS, the MITA provides that Knapp will provide KCCF certain services necessary to carry out KCCF's post-closing obligations;

WHEREAS, the MITA contemplates that the parties will execute an agreement to provide for such post-closing services;

WHEREAS, the parties desire to provide for such services in this Agreement pursuant to the terms and conditions set forth below;

WHEREAS, KCCR desires that both it and KMCF be able to utilize certain space owned by Knapp and that it also be able to receive certain administrative services provided by Knapp; and

WHEREAS, Knapp is willing to provide such space to the Foundations and such services to KCCF pursuant to the terms and conditions set forth below.

Now, therefore, the parties agree as follow:

1. Space and Services. Knapp will provide or arrange to provide the space and services set forth below:

1.1 Space. KCCF will have exclusive possession (and reasonable access to and use) of the space described in the Attachment A-1 (the "**KCCF Space**"), and KMCF will have

exclusive possession (and reasonable access to and use) of the space described in the Attachment A-2 (the "KMCF Space") (the KCCF Space and the KMCF Space are collectively referred to herein as the "Space"). Knapp shall provide lobby and office entry signage, repairs, maintenance, security, parking, and janitorial services relating to the Space. Knapp shall provide to the Foundations the Space (and related services) for so long as such Foundation is in operation, unless agreed to the contrary by both such Foundation and Knapp.

1.2 Telecommunications. Knapp will arrange for (and be responsible to maintain) all telephone equipment, connections, and related connectivity devices necessary for the Foundations to have local, long-distance, and voice mail telephone service. Provided, however, the cost of long distance calls made by either of the Foundations will be reimbursed to Knapp by the Foundation incurring such expense.

1.3 Information Technology. Knapp will allow KCCF internet access in the KCCF Space. Additionally, Knapp will allow KMCF access to all computer hardware, computer connectivity, internet access, software applications, printers, and other related supporting and peripheral equipment for use by the Foundations that KMCF has historically used in the KMCF Space. KMCF shall maintain its current email account and addresses and network access. The Foundations shall abide by all Knapp policies and procedures regarding information technology usage. The Foundations will execute all licensing and sublicensing agreements reasonably requested by Knapp.

1.4 Administrative Services. Knapp will provide to the Foundations as reasonable and in ordinary course: (i) copy services; (ii) interoffice mail services; and (iii) other reasonably necessary administrative services, subject to the mutual agreement of the parties. Under no circumstance does this Section 1.4 require Knapp to hire or retain employees solely or exclusively for the Foundations.

1.5 Resources. The parties acknowledge and agree that Knapp shall have the right, but not the obligation, to engage the services of independent contractors to deliver or assist in the delivery of the services contemplated under this Agreement; provided, however, that any such independent contractor shall be required to provide the same standard of care and level of service required hereunder.

1.6 Conflict for Services. Notwithstanding anything to the contrary in this Agreement, Knapp is not required to provide any services hereunder that would, in Knapp's reasonable opinion, result in the breach or violation of any applicable law, rule or regulation. With respect to any third party license, agreement or contract the subject matter of which is software or services required for the performance of the services, Knapp shall obtain, at its sole expense, any consents necessary to provide the services to the Foundations during the term of this Agreement.

2. Confidentiality and Medical Privacy. The Foundations and its various employees, agents, and representatives will (i) comply with all confidentiality and medical privacy requirements reasonably requested by Knapp and (ii) execute any agreements reasonably necessary to implement such requirements.

3. Fees. With the exception of long distance telephone usage and supplies cost, which will be billed to KCCF or KMCF, as the case may be, and reimbursed to Knapp on a quarterly basis, Knapp shall provide the services described in Sections 1.1, 1.2, 1.3, and 1.4 above for the term of this Agreement at no cost to the Foundations. Knapp will submit to each Foundation on a quarterly basis an itemized invoice of such Foundation's costs and expenses, and such Foundation will remit payment to Knapp within forty-five days of receipt of the Knapp invoice.

4. Term. The term of this Agreement commences on the Effective Date and shall terminate as to each Foundation (i) on the date such Foundation ceases to exist, or (ii) such date that such Foundation and Knapp mutually agree to terminate this Agreement.

5. Events of Default; Termination.

5.1 Events of Default. Each of the following is an event of default ("Event of Default") hereunder:

(a) If Knapp fails to make the Space or services described above in Section 1 available to either of the Foundations as set forth in this Agreement, and such failure continues for thirty days after such Foundation has provided written notice thereof to Knapp;

(b) If either Foundation fails to make or cause to be made any payment to Knapp required to be made hereunder, or fails to make any payment pursuant to any other agreement between the parties (provided that each Foundation shall be given the opportunity for ten days to make such payment prior to a default being declared), and such failure continues for 30 days after notice thereof has been given to such Foundation;

(c) If any party takes or acquiesces in the taking of any action seeking relief under, or advantage of, any applicable debtor relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or other similar law affecting the rights or remedies of creditors generally, as in effect from time to time. For the purpose hereof, the term "acquiesces" includes the failure to file, within 30 days after its entry, a petition, answer or motion to vacate or discharge any order, judgment or decree providing for any relief under any such law; or

(d) If any party commits an act constituting willful misconduct, fraud, gross negligence, breach of fiduciary duty, or a knowing violation of criminal law in the performance of its duties under this Agreement and fails to cure such act within thirty (30) days after receipt of written notice from the other party describing the act and its nature, or fails to submit a reasonable plan for cure if the act cannot reasonably be cured within such thirty (30) day period.

5.2 Right to Terminate. If any Event of Default occurs and is continuing, in addition to all of its other legal rights and remedies, the non-defaulting party may terminate this Agreement and the parties will have no further obligation whatsoever under this Agreement;

provided that if either of the Foundations defaults, Knapp will immediately be entitled to receive payment of all amounts theretofore unpaid by such Foundation which had been earned and are due to it up to the date of termination pursuant to the terms hereof; and termination will not relieve either party of liability in respect of any breach occurring or liability arising prior thereto.

6. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. KNAPP DOES NOT MAKE, AND COMPANY FURTHER EXPLICITLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY, VALIDITY, TIMELINESS, COMPLETENESS, AVAILABILITY OR CONTINUED AVAILABILITY OF ANY SERVICES, OR THAT THE SERVICES WILL BE ERROR-FREE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE OR THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION.

7. Indemnification. Each Foundation (individually an "Indemnifying Party") agrees to protect, defend, hold harmless and indemnify Knapp and each of its officers, commissioners, managers, affiliates, employees, agents and representatives (each, an "Indemnified Party") from and against any and all claims, losses, damages and liabilities arising out of a third party claim resulting from the gross negligence, willful misconduct or breach of this Agreement by such Foundation (but not of the other Foundation). The Indemnified Party shall promptly notify the applicable Indemnifying Party in writing of any claim, action, demand or lawsuit for which the Indemnified Party intends to claim indemnification hereunder (provided, however, that the Indemnified Party's failure to so notify the appropriate Indemnifying Party will not relieve the Indemnified Party from its indemnification obligations, except to the extent (and only to the extent) that the Indemnifying Party is materially prejudiced by such failure). The Indemnified Party agrees that the Indemnifying Party will have the right to assume and control the defense or settlement of such action, with counsel chosen by the Indemnifying Party; provided, however, that the Indemnifying Party will not have the right to settle or compromise any claim without the written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed, excluding, however, a compromise or settlement based solely on the payment of money in exchange for a complete release of the Indemnified Party without any further obligations being imposed on the Indemnified Party. The Indemnified Party will, at the Indemnifying Party's expense, cooperate with the Indemnifying Party and its legal representatives in the investigation and defense of any action covered by this indemnification.

8. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by fax or other electronic means (including telegraph and telex), (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

KMC
00182

If to Knapp:

Knapp Medical Center, Inc.

If to KCCF:

Knapp Community Care Foundation, Inc.

Attn: _____
Fax: _____

or to such other address or number, and to the attention of such other person, as any party may designate at any time in writing in conformity with this Section.

9. Assignment; Delegation. No party may assign this Agreement without the prior written consent of the other parties.

10. General Provisions.

10.1 Applicable Law; Choice of Forum. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

10.2 Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement, and any executed counterpart of a signature page to this Agreement, may be transmitted by fax or e-mail, and delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

10.3 Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and permitted assigns.

10.4 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. The failure by any party to enforce any term or provision hereof specifically or any rights of such party shall not be construed as the waiver by that party of its rights hereunder. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10.5 Time of the Essence. Time is of the essence with respect to this Agreement.

10.6 Entire Agreement. This Agreement contains the entire understanding among the parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

10.7 Amendments. Except as otherwise expressly provided in this section, amendments or modifications may be made to this Agreement only by setting forth such amendments or modifications in a document approved by all of the parties, and any alleged amendment or modification herein which is not so documented shall not be effective as to any party.

10.8 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.9 Gender and Number. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

10.10 Force Majeure. Knapp shall not be liable for any breach of this Agreement or failure to perform any obligation under this Agreement resulting from an event beyond the reasonable control of such party, including, but not limited to, war, fire, explosion, flood, strike, riot, power outage, telecommunications failure, act of governmental authority, act of God or act of terror (a "Force Majeure Event"). Upon the occurrence of any Force Majeure Event, Knapp shall promptly give written notice to each Foundation affected by the Force Majeure Event, of such occurrence and the effect and/or anticipated effect of such occurrence. In the event Knapp experiences a Force Majeure Event, it shall use, and shall cause each affiliate that provides the affected service to use, commercially reasonable efforts to minimize disruptions in its performance and to resume performance of its obligations under this Agreement as soon as practicable. During the period of such Force Majeure Event, each Foundations shall be entitled to seek an alternative service provider with respect to the affected service(s) and shall be entitled to permanently terminate such service(s) if a Force Majeure Event shall continue to exist for more than fifteen (15) consecutive days, it being understood that the Foundations shall not be required to provide any advanced notice of such termination to Knapp.

10.11 Relationship of the Parties. The parties acknowledge that each party shall retain control over its personnel, and the employees of one party shall not be considered employees of the other party. The employees of Knapp (or its affiliates) involved in the provision of the services shall remain employees of Knapp (or its affiliates), and Knapp (or its affiliates) shall be solely responsible for the payment and provision of all wages, bonuses, commissions, employee benefits and workers' compensation and the withholding and payment of applicable taxes

relating to such employment. Neither Knapp (or its affiliates) nor either of the Foundations shall be considered a joint employer or co-employer of the employees of the other party. In addition, Knapp, in performance of this Agreement, is acting as an independent contractor to the Foundations, and not as a partner, joint venturer or agent. The parties do not intend to create by this Agreement an employer-employee relationship. Neither party will be bound by any representation, act or omission of the other party. Neither party has any right, power or authority to create any obligation, express or implied, on behalf of the other party.

10.12 Waiver of Trial By Jury. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES BE TRIED BY A JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATION. EACH PARTY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

10.13 Attorneys' Fees. If any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including reasonable fees and expenses of attorneys and accountants and all fees, costs and expenses of appeals.

10.14 Article and Section Headings. The division of this Agreement into articles and sections, and the use of captions and headings in connection therewith are solely for convenience of reference only, are not intended, to any extent or for any purpose, to limit or define the text of any section and shall have no legal effect in construing the provisions of this Agreement.

10.15 Certain References.

(a) References to "this Agreement" mean this Transition Services Agreement as it may be amended from time to time in accordance with its terms.

(b) References to "herein," "hereinafter," "hereof," "hereto," and "hereunder" mean this Agreement, unless the context otherwise requires.

(c) References to "include" or "including" mean "including without limitation."

(d) References to any "article" or "section" mean such article or section of this Agreement, unless otherwise specifically provided.

Signature Page Follows

KMC
00185

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

KNAPP MEDICAL CENTER, INC.,
a Texas Nonprofit Corporation

By: _____
Name: _____
Title: _____

**KNAPP COMMUNITY CARE FOUNDATION,
INC.,** *a Texas Nonprofit Corporation*

By: _____
Name: _____
Title: _____

Attachment A-1

[Description of KCCF Space]

Attachment A-2

[Description of KMCF Space]

Exhibit 10.9**Indigent Care Agreement****INDIGENT CARE FUNDING AGREEMENT**

This INDIGENT CARE FUNDING AGREEMENT (the "Agreement") is made and entered into as of December __, 2012 (the "Effective Date"), by and among KNAPP MEDICAL CENTER, a Texas nonprofit corporation ("Knapp") and KNAPP COMMUNITY CARE FOUNDATION, a Texas nonprofit corporation ("KCCF"). Knapp and KCCF shall be referred to individually as a "Party," and collectively, as the "Parties." Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Knapp, KCCF, and Prime Healthcare Services Foundation, Inc., a Delaware nonprofit corporation ("PHSF") entered into a Membership Interest Transfer Agreement dated November 20, 2012 (the "MITA"), pursuant to which Knapp agreed to transfer 100% of the membership interest in Knapp which operates Knapp Medical Center in Weslaco, Texas (the "Hospital") and its related businesses, and PHSF agreed (i) to allow Knapp to convey certain assets of Knapp to KCCF and (ii) to pay certain amounts directly to KCCF; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms of additional agreements they have reached with respect to certain funding agreements between PHSF, Knapp and KCCF related to indigent care patients of the Hospital.

NOW, THEREFORE, for and in consideration of the covenants hereafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties agree as follows:

AGREEMENT

Provision of Health Care Services to Indigent Patients; Continuous Duty. Knapp agrees to adopt, maintain and adhere to its current Charity Care Policy attached hereto at Exhibit A ("Charity Care Policy") and to provide health care services to individuals who qualify as charity care patients under the Charity Care Policy ("Indigent Patients"). In addition, Knapp shall: (i) operate the Hospital as a licensed acute care hospital that participates in the Medicare and Medicaid programs and (iii) provide a Level II emergency department (or the equivalent thereof) at the Hospital.

Covered Health Care Services. Knapp agrees to provide medically necessary inpatient and outpatient services to Indigent Patients that have usually and customarily been provided by the Hospital in the past in the Primary Service Area (the "Covered Services"). Notwithstanding the foregoing, professional fees for physician services shall not be Covered Services unless the physician is directly employed by Knapp or an affiliate thereof.

Annual Indigent Care Payments by KCCF. From the Effective Date and thereafter, KCCF agrees to pay Knapp for its provision of Covered Services to Indigent Patients up to (but no more than) the higher of Three Million Dollars (\$3,000,000) or fifty percent (50%) of KCCF's Investment Yield for the prior calendar year (each annual payment referred to as the "Indigent Care Payment"). The Indigent Care Payments will be used exclusively by Knapp as reimbursement for providing Covered Services to Indigent Patients. "Investment Yield" shall mean the sum of dividend and interest income and realized gains and losses on all Committed Principal. "Committed Principal" means an amount equal to the Cash Proceeds. Notwithstanding any of the foregoing, in no event shall the Indigent Care Payment exceed Five Million Dollars (\$5,000,000) annually.

Annual Payment. No later than February 10 of each year in which this Agreement is in effect, Knapp will submit: (i) an itemized report to KCCF that includes, by individual Indigent Patient (on a de-identified basis, in compliance with the Health Insurance Portability and Accountability Act of 1996), the Covered Services provided during the prior calendar year; and (ii) an invoice for the Value of Services not to exceed the applicable amount of the Indigent Care Payment. The "Value of Services" shall be the customary billed charges of Knapp at the time the Covered Services are rendered to the Indigent Patient, less the amount of reimbursement received by Hospital made by any other program for the treatment of the Indigent Patient. KCCF will pay Knapp the lesser of the Value of Services or the applicable Indigent Care Payment within ten (10) business days following receipt of such report and invoice.

Reporting; Assurances on Ability to Fund. No later than February 1 annually, KCCF will provide Knapp with the amount of the Investment Yield for the prior calendar year as relevant to the calculation of the Indigent Care Payment. Further, during the term of this Agreement, KCCF shall provide Knapp with documentation and reasonable assurance concerning its ability to meet its payment obligations under the Agreement.

Reciprocal Audit Rights. The Parties shall have reciprocal audit rights in order to evaluate the Parties' performance of their respective obligations under this Agreement and the Parties shall agree to provide and create such reports as the other Party may reasonably request from time to time.

Term; Termination. This Agreement shall remain in effect so long as the Charity Care Policy remains in effect. Provided, however, KCCF may terminate this Agreement as a result of any of the following:

Closure of the Hospital (or conversion to a non-acute care hospital);

Material breach of the Agreement by Knapp (including but not limited to material breach of the Charity Care Policy), subject to reasonable opportunity to cure such breach.

Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if (a) delivered personally; (b) sent by facsimile, with confirming copy sent as set forth in clause (c); or (c) sent by Federal Express, DHL, UPS or overnight courier (providing proof of delivery) to the Parties, in each case at the following addresses:

KMC
00190

If to Knapp: Knapp Medical Center
P.O. Box 1110
Weslaco, TX 78599-110
Attn: _____
Facsimile: _____

If to KCCF: Knapp Community Care Foundation

Weslaco, TX 78599-110
Attn: _____
Facsimile: _____

Unless otherwise specified herein, such notices or other communications shall be deemed effective, (a) on the date received, if personally delivered or sent by facsimile during normal business hours, or (b) if delivered by overnight courier, on the date delivered as established by return receipt or courier service confirmation or the date on which the return receipt or courier service confirms that acceptance of delivery was returned by the addressee. Each of the Parties hereto shall be entitled to specify a different address by giving notice as aforesaid to each of the other Parties hereto.

Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, as applicable; provided, however, that no Party to this Agreement shall assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Parties to this Agreement.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of Texas without regard to any laws relating to choice of laws (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

Counterparts. This Agreement may be executed in one (1) or more counterparts (including by means of facsimile or electronically transmitted portable document format (PDF)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible. If the parties (after negotiation in good faith) are unable to so agree, then each Party hereto intends that such term or other provisions will be construed by modifying or limiting it so as to be valid and

enforceable to the maximum extent compatible with, and possible under, applicable law.

Waiver. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by the Party giving such waiver. Any waiver of a provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

Amendment. This Agreement may be amended, modified or supplemented at any time by the Parties only by an instrument in writing signed by each of the Parties to this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers, all as of the date first above written.

KNAPP MEDICAL CENTER

By: _____

KNAPP COMMUNITY CARE FOUNDATION.

By: _____
Title: _____

CONFIDENTIAL

Exhibit A

Charity Care Policy

KMC
00194

CONFIDENTIAL

SCHEDULES

TO

MEMBERSHIP INTEREST TRANSFER AGREEMENT

BETWEEN

KNAPP MEDICAL CENTER, INC.,

KNAPP MEDICAL CENTER FOUNDATION

AND

PRIME HEALTHCARE SERVICES FOUNDATION, INC

DATED AS OF NOVEMBER 20, 2012, AS AMENDED ON DECEMBER 28, 2012

**KMC
00195**

Schedule 1

Permitted Personal Property Encumbrances

See File Schedule 1 included on CD titled Knapp-PHSF Schedules dated November 20, 2012, as Amended on December 28, 2012.



KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSKLUPER.CC
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 2
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: MID VALLEY PHYSICIANS ASSOCIATION

Jurisdiction: TX, Hidalgo County
Search Type: Fixture Filings Search

Fixture Filing:
Results: No Records Found

Searched: 5 Years

Searched Through: 11/06/2012
Office: Clerk

Disclaimers: --
Comments: --

This report contains information compiled from sources which CT Lien Solutions considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT Lien Solutions in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

Date: Nov. 15, 2012

Page: 1

**CT Lien Solutions
UCC Search Report**

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of TX, Secretary of State, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

This report reflects record effective from Nov. 11,2012

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations, or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = MID VALLEY PHYSICIANS ASSOCIATION

Requested Party not on file.

[End of Report]



KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSKLWVER.CO
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 1
Customer #: 403796 / -
Date: 11/15/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: -

Target Name: MID VALLEY PHYSICIANS ASSOCIATION

Jurisdiction: TX, Secretary of State
Search Type: State Lien Search (All available liens)

UCC Lien:	Searched: 5 Years	Searched Through: 11/11/2012
Results: No Records Found		

Federal Tax Lien:	Searched: 10 Years	Searched Through: 11/11/2012
Results: No Records Found		

Disclaimers: -
Comments: -

This report contains information compiled from sources which CT Lien Solutions considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT Lien Solutions in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

Date: Nov. 15, 2012

Page: 1

**CT Lien Solutions
UCC Search Report**

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of TX, Secretary of State, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

This report reflects record effective from Nov. 11, 2012

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations, or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = MID VALLEY PHYS

Requested Party not on file.

[End of Report]

KMC
00200



a Wolters Kluwer Business

KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSCLUWER.CC
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 3
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: KNAPP MEDICAL CENTER INC

Jurisdiction: TX, Secretary of State
Search Type: State Lien Search (All available liens)

UCC Lien:	Searched: 5 Years	Searched Through: 11/11/2012
Results: See attached listing of records found with 37 copies attached.		

Federal Tax Lien:	Searched: 10 Years	Searched Through: 11/11/2012
Results: No Records Found		

Disclaimers: --
Comments: --

This report contains information compiled from sources which CT Lien Solutions considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT Lien Solutions in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

Date: Nov. 15, 2012

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**CT Lien Solutions
UCC Search Report**

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of TX, Secretary of State, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

This report reflects record effective from Nov. 11,2012

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations, or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = KNAPP MEDICAL CEN

1 9400013688 Original filed on Jan. 25,1994
expires on Jan. 27,2014

Orig DB	KNAPP MEDICAL CENTER 1401 E EIGHTH ST WESLACO TX 78596
SecPty	CHASE BANK OF TEXAS NATIONAL ASSOCIATION 600 TRAVIS ST STE 1150 HOUSTON TX 77002
SecPty	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST HOUSTON TX 77002
SecPty	JPMORGAN CHASE BANK, AS MASTER TRUSTEE 600 TRAVIS STE 1150 HOUSTON TX 77002
SecPty	TEXAS COMMERCE BANK N A AS MASTER TRUSTEE 600 TRAVIS ST STE 1150 HOUSTON TX 77002
SecPty	JPMORGAN CHASE BANK P O BOX 2558 HOUSTON TX 772522558
Cont	#9900604286 filed on Jan. 11,1999
Amend	#9900604286 filed on Jan. 11,1999
Amend	#0200232697 filed on Mar. 20,2002
Cont	#0400467695 filed on Nov. 03,2003
Amend	#0400495915 filed on Dec. 01,2003

KMC
00202

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- Term #0800390653 filed on Dec. 08,2008
 Cont #0800408655 filed on Dec. 29,2008
 Assignmt #0900072982 filed on Mar. 13,2009
- 2 080039081251 Original filed on Dec. 08,2008
 expires on Dec. 08,2038
 Orig DB KNAPP MEDICAL CENTER
 PO BOX 1110
 WESLACO TX 785991110
 SecPty THE BANK OF NEW YORK MELLON TRUST COMPANY,
 NATIONAL ASSOCIATION
 601 TRAVIS 18TH FLR
 HOUSTON TX 77002
- 3 080039081362 Original filed on Dec. 08,2008
 expires on Dec. 08,2038
 Orig DB KNAPP MEDICAL CENTER
 P O BOX 1110
 WESLACO TX 785991110
 SecPty THE BANK OF NEW YORK MELLON TRUST COMPANY,
 NATIONAL ASSOCIATION
 601 TRAVIS 18TH FL
 HOUSTON TX 77002
- 4 080039081473 Original filed on Dec. 08,2008
 expires on Dec. 08,2038
 Orig DB KNAPP MEDICAL CENTER
 PO BOX 1110
 WESLACO TX 785991110
 SecPty THE BANK OF NEW YORK MELLON TRUST COMPANY,
 NATIONAL ASSOCIATION
 601 TRAVIS 18TH FL
 HOUSTON TX 77002
- 5 090002001698 Original filed on Jan. 21,2009
 expires on Jan. 21,2014
 Orig DB KNAPP MEDICAL CENTER
 1401 EAST EIGHTH STREET
 WESLACO TX 78596
 SecPty ALCON LABORATORIES, INC.
 6201 S. FREEWAY
 FORT WORTH TX 76134
 Collt 1 DEMO INFINITI SYSTEM OZIL W/VIDEOOVERLAY (SERIAL#
 0802765901X)
- 6 090027427485 Original filed on Sep. 30,2009
 expires on Sep. 30,2014
 Orig DB KNAPP MEDICAL CENTER
 140 E 8TH STREET

KMC
00203

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- WESLACO TX 78596
- SecPty** STRYKER FINANCE
4664 CAMPUS DR., STE 130
KALAMAZOO MI 49008
- Collt** Four (4) Neptune2 Rovers Ultra(s) 120V, One (1) Neptune2 Docking Station (120V) ("Property") together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Property, and all modifications, additions and replacements thereto and any substitutions thereto; and all proceeds of any of the foregoing, including without limitation all insurance proceeds, rents, cash, accounts, instruments and chattel paper related thereto or arising therefrom.
- 7 100017613574 Original filed on Jun. 18,2010
expires on Jun. 18,2015
- Orig DB** KNAPP MEDICAL CENTER ASC, LLC, A TEXAS LIMITED LIABILITY COMPANY
1330 E. 6TH ST.
WESLACO TX 78596
- SecPty** COMPASS BANK
P.O. BOX 10566
BIRMINGHAM AL 35296
- Collt** All Equipment, goods and other personal property of the Debtor, whether now owned or hereafter acquired, together with all additions, substitutions and accessories thereto and the proceeds from the sale, leasing or other disposition of such property.
- Term** #1200195984 filed on Jun. 20,2012
- 8 100022044356 Original filed on Jul. 30,2010
expires on Jul. 30,2015
- Orig DB** KNAPP MEDICAL CENTER
1401 E 8TH ST
WESLACO TX 78596
- SecPty** STRYKER FINANCE
4664 CAMPUS DR STE 130
KALAMAZOO MI 49008
- 9 110010792637 Original filed on Apr. 11,2011
expires on Apr. 11,2016
- Orig DB** KNAPP MEDICAL CENTER
1401 E EIGHTH ST
WESLACO TX 78596
- SecPty** SIEMENS HEALTHCARE DIAGNOSTICS
115 NORWOOD PARK SOUTH
NORWOOD MA 02062

KMC
00204

Date: Nov. 15, 2012

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- 10 110018246326 Original filed on Jun. 21,2011
 expires on Jun. 21,2016
- Orig DB KNAPP MEDICAL CENTER
 1401 E EIGHTH STREET
 WESLACO TX 78596
- SecPty SIEMENS FINANCIAL SERVICES, INC.
 170 WOOD AVENUE SOUTH
 ISELIN NJ 08830
- SecPty SIEMENS DIAGNOSTIC FINANCE CO. LLC
 1717 DEERFIELD ROAD
 DEERFIELD IL 60015
- Collt The property covered under Supplement to Master
 Equipment & Product Agreement between Debtor and
 Secured Party, including, without limitation, the Equipment
 described below (or on Schedule A attached
 hereto). Equipment description: Equipment QtyADVIA
 Centaur XP 1Direct Plumb Kit 1
- Assignmt #1100229415 filed on Aug. 04,2011
- 11 120001924160 Original filed on Jan. 19,2012
 expires on Jan. 19,2017
- Orig DB KNAPP MEDICAL CENTER
 1401 EAST 8TH STREET
 WESLACO TX 78596
- SecPty U.S. BANK, N.A.
 777 EAST WISCONSIN AVENUE
 MILWAUKEE WI 53202
- SecPty LEASING ASSOCIATES OF BARRINGTON, INC.
 33 WEST HIGGINS ROAD, SUITE 1030
 SOUTH BARRINGTON IL 60010
- Collt Including but without limitation, One (1) MicroScan
 WalkAway 40 Plus Microbiology System, including all
 attachments and accessories as provided by Siemens Health
 care Diagnostics Inc., financed by secured party as LAB to
 debtor as Customer under Agreement No. 9833000 dated
 January 12, 2012 as time to time may be amended or
 supplemented. Full assignment of all equipment covered
 under Lease Agreement No. 9833000, dated January 12,
 2012 as relating to original financing statement.
- Assignmt #1200082910 filed on Mar. 16,2012
- 12 120006092959 Original filed on Feb. 27,2012
 expires on Feb. 27,2017
- Orig DB KNAPP MEDICAL CENTER
 1401 EAST 8TH STREET
 WESLACO TX 78596
- SecPty OPTUMHEALTH BANK, INC.
 2525 LAKE PARK BLVD.

KMC
 00205

SALT LAKE CITY UT 84120

SecPty

NOVA BIOMEDICAL
7808 CREEKRIDGE CIRCLE SUITE 250
EDINA MN 55439

Collt

This transaction is a true lease and is not intended by the parties as a secured loan between the parties. The parties agree that this financing statement covers any and all equipment now or hereafter the subject of any agreement or schedule by and between the parties, including, but not limited to, the following equipment contained on or subject to: Commitment Agreement No. VL10048 Together with all substitutions, replacements, accessories, accessions, rent, revenue, insurance and proceeds related to the equipment contained on this filing or any agreement or schedule by and between the parties. Filing is only intended to make the true lease a matter of public record. Secured Party is the owner of all of the equipment now or hereafter the subject of any agreement or schedule by and between the parties together with all proceeds, attachments, parts, accessories, accessions, additions, replacements and any substitutions of, to or for any of the foregoing contained on this filing or any agreement or schedule by and between the parties. The Debtor has no rights, express or implied, to sell, exchange, encumber or otherwise dispose of any equipment contained on this filing or any agreement or schedule by and between the parties.

Assignmt

#1200253283 filed on Aug. 09, 2012

13 120027534448 Original filed on Aug. 28, 2012
expires on Aug. 28, 2017

Orig DB

KNAPP MEDICAL CENTER
1401 E 8TH ST
WESLACO TX 785966640

SecPty

PHILIPS MEDICAL CAPITAL, LLC.
1111 OLD EAGLE SCHOOL ROAD
WAYNE PA 19087

14 120035640142 Original filed on Nov. 12, 2012
expires on Nov. 12, 2017

Orig DB

KNAPP MEDICAL CENTER
1401 E 8TH STREET
WESLACO TX 78596

SecPty

KARL STORZ CAPITAL, A PROGRAM OF MEDICAL TECHNOLOGY
FINANCE CORPORATION
1111 OLD EAGLE SCHOOL ROAD
WAYNE PA 19087

[End of Report]

Date: Nov. 15, 2012

Page: 1

CT Lien Solutions
UCC Search Report

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of TX, Secretary of State, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

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State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = KNAPP MEDICAL CEN

No.	Name	Address	City/State	Zip
---	-----	-----	-----	-----
* 1	KNAPP MEDICAL CENTER	140 E 8TH STREET	WESLACO TX	78596
* 2	KNAPP MEDICAL CENTER	1401 E 8TH ST	WESLACO TX	78596
* 3	KNAPP MEDICAL CENTER	1401 E 8TH ST	WESLACO TX	785966640
* 4	KNAPP MEDICAL CENTER	1401 E 8TH STREET	WESLACO TX	78596
* 5	KNAPP MEDICAL CENTER	1401 E EIGHTH ST	WESLACO TX	78596
* 6	KNAPP MEDICAL CENTER	1401 E EIGHTH STREET	WESLACO TX	78596
* 7	KNAPP MEDICAL CENTER	1401 EAST 8TH STREET	WESLACO TX	78596
* 8	KNAPP MEDICAL CENTER	1401 EAST EIGHTH STREET	WESLACO TX	78596
* 9	KNAPP MEDICAL CENTER	P O BOX 1110	WESLACO TX	785991110
* 10	KNAPP MEDICAL CENTER	PO BOX 1110	WESLACO TX	785991110
* 11	KNAPP MEDICAL CENTER ASC, LLC, A TEXAS LIMITED LIABILITY COMPANY	1330 E. 6TH ST.	WESLACO TX	78596

[End of Report]

KMC
00207

CONFIDENTIAL

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

[REDACTED]

11. CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE. (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME Knapp Medical Center		FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1401 East Eighth Street		1D. CITY, STATE Weslaco, Texas		1E. ZIP CODE 78596	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE	
3. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	M.I.	3A. PREFIX	3B. SUFFIX
3C. MAILING ADDRESS		3D. CITY, STATE		3E. ZIP CODE	
4. SECURED PARTY (IF PERSONAL) LAST NAME Texas Commerce Bank National Association, as Master Trustee		FIRST NAME	M.I.		
4A. MAILING ADDRESS 600 Travis Street, Suite 1150		4B. CITY, STATE Houston, Texas		4C. ZIP CODE 77002	
5. ASSIGNEE OF SECURED PARTY (IF ANY)					
5A. MAILING ADDRESS		5B. CITY, STATE		5C. ZIP CODE	

6. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read instruction B. 6-7.)

See Exhibit A attached hereto.

KMC
00208

7. CHECK ONLY IF APPLICABLE	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. <input type="checkbox"/>	NUMBER OF ADDITIONAL SHEETS PRESENTED <u>1</u>
8. CHECK APPROPRIATE BOX	8A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION G. 8 ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)		THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER) 013688 JAN 25 12:50 PM '94 SECY OF TEXAS
9. SIGNATURE(S) OF DEBTOR(S)	Knapp Medical Center By: <i>Andy Scott</i> President, Board of Directors		
SIGNATURE(S) OF SECURED PARTY(IES)	Texas Commerce Bank National Association, as Trustee BY: <i>Paige King</i> Title:		
10. Return copy to:	NAME <input type="checkbox"/> John C. Boelma, Jr. ADDRESS <input type="checkbox"/> Fulbright & Jaworski L.L.P. CITY <input type="checkbox"/> 600 Congress, Suite 2400 STATE <input type="checkbox"/> Austin, Texas 78701 ZIP <input type="checkbox"/>		

0 0 0 0 0 1 3 6 8 8

EXHIBIT A

Debtor: Knapp Medical Center

Secured Party: Texas Commerce Bank National Association, *as Trustee*

1. All right, title and interest of the Debtor in and to the receipts, payments, earnings, accounts receivable, gifts (other than gifts restricted by the donor to a purpose inconsistent with the payment of Secured Debt), and contract rights, including any governmental health care programs, and other contract rights now or hereafter owned, held, or possessed by or on behalf of the Obligor, and the proceeds of such items now owned or acquired hereafter.

2. All right, title and interest of the Debtor in and to all money and investment held now or hereafter by the Secured Party for the credit of any fund established under the Master Indenture of Trust and Security Agreement dated as of January 1, 1994, between the Debtor and Secured Party (the "Master Indenture"), except funds specifically excluded from such pledge by the terms of the Master Indenture.

3. Any and all property that may, from time to time hereinafter, by delivery or by writing of any kind, be subjected to the lien and security interest of the Master Indenture by the Debtor or by anyone on its behalf (and the Secured Party is authorized to receive the same at any time as additional security under the Master Indenture), which subjection to the lien and security interest thereof of any such property as additional security may be made subject to any reservations, limitations, or conditions which shall be set forth in a written instrument executed by the Debtor or person so acting on its behalf or by the Secured Party respecting the use and disposition of such property or the proceeds thereof.

013688
JAN 25 12 59 PM '94
SECY OF TEXAS

CONFIDENTIAL

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

[REDACTED]

11. CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME SNAFF MEDICAL CENTER		FIRST NAME		M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1401 EAST EIGHTH STREET			1D. CITY, STATE WESLACO, TEXAS		1E. ZIP CODE 78596	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME		M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS			2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME TEXAS COMMERCE BANK NATIONAL ASSOCIATION, AS MASTER TRUSTEE		FIRST NAME		M.I.		
3A. MAILING ADDRESS 600 TRAVIS STREET, SUITE 1150			3B. CITY, STATE HOUSTON, TEXAS		3C. ZIP CODE 17002	
4. ADDITIONAL SECURED PARTY (IF ANY)						
4A. MAILING ADDRESS			4B. CITY, STATE		4C. ZIP CODE	
5. ORIGINAL FINANCING STATEMENT NUMBER 94-013688	5A. ORIGINAL DATE FILED 1-25-94	6. CHECK IF APPLICABLE		THIS FINANCING STATEMENT / CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED.		
7. A. <input checked="" type="checkbox"/> AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))						
B. <input type="checkbox"/> TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(B))						
C. <input type="checkbox"/> PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))						
D. <input checked="" type="checkbox"/> CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))						
E. <input type="checkbox"/> TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL. (INSTRUCTION B.7(E))						
F. <input type="checkbox"/> PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))						
G. <input type="checkbox"/> TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))						

CHANGE OF NAME OF SECURED PARTY TO:

CHASE BANK OF TEXAS NATIONAL ASSOCIATION, AS MASTER TRUSTEE
FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION

KMC
00210

2

9. SIGNATURE(S) OF DEBTOR(S)
CHASE BANK OF TEXAS NATIONAL ASSOCIATION, AS MASTER TRUSTEE
FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION

SIGNATURE(S) OF SECURED PARTY(IES) BY: *Donald Helan* AWP+TD
#1228300

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

99-604236

1/11/99 08:00 AM

Texas Secretary of State

FILED



91030072

10. Return copy to:

NAME	CHASE BANK OF TEXAS N.A.
ADDRESS	ATTN: HELDA ROBERTS 530TH363
CITY	P.O. BOX 2558
STATE	HOUSTON, TEXAS 77252
ZIP	

CONFIDENTIAL

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

[REDACTED]

11. CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME KNAFF MEDICAL CENTER	FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1401 EAST EIGHTH STREET	1D. CITY, STATE WESLACO, TEXAS		1E. ZIP CODE 78596	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS	2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME TEXAS COMMERCE BANK NATIONAL ASSOCIATION, AS MASTER TRUSTEE	FIRST NAME	M.I.		
3A. MAILING ADDRESS 600 TRAVIS STREET, SUITE 1150	3B. CITY, STATE HOUSTON, TEXAS		3C. ZIP CODE 77002	
4. ADDITIONAL SECURED PARTY (IF ANY)				
4A. MAILING ADDRESS	4B. CITY, STATE		4C. ZIP CODE	

5. ORIGINAL FINANCING STATEMENT NUMBER 94-013688	5A. ORIGINAL DATE FILED 1-25-94	6. CHECK IF APPLICABLE	THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED
---	------------------------------------	------------------------	--

7. A AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))

B. TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(B))

C. PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))

D CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))

E. TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL. (INSTRUCTION B.7(E))

F. PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))

G. TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))

CHANGE OF NAME OF SECURED PARTY TO:

CHASE BANK OF TEXAS NATIONAL ASSOCIATION, AS MASTER TRUSTEE
FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION

KMC
00211

9. SIGNATURE(S) OF DEBTOR(S)
CHASE BANK OF TEXAS NATIONAL ASSOCIATION, AS MASTER TRUSTEE
FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION

SIGNATURE(S) OF SECURED PARTY(IES) BY: *Donald Shelton* *APR-TO*
#1228300

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

99-604286
1/11/99 08:00 AM
Texas Secretary of State

10. Return copy to:

NAME	CHASE BANK OF TEXAS N.A.
ADDRESS	ATTN: MELBA ROBERTS 53CT1383
CITY	P.O. BOX 2558
STATE	HOUSTON, TEXAS 77252
ZIP	

FILED

91030072

2



02-00232697
03/20/2002 11:19 AM

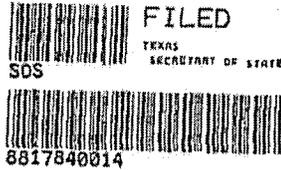
UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Jan Mysinger (713) 216-4650

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jan Mysinger
JPMorgan Chase Bank
600 Travis, Suite 1150
Houston, TX 77002



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 94-00013688

1b. This FINANCING STATEMENT AMENDMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (Full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes to provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Chase Bank of Texas National Association, as Master Trustee

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
JPMorgan Chase Bank, as Master Trustee

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS
600 Travis, Suite 1150

CITY Houston STATE TX POSTAL CODE 77002 COUNTRY U.S.A.

7d. TAX ID # SSN OR EIN ADDL INFO RE ORG. TYPE OF ORGANIZATION 7e. JURISDICTION OF ORGANIZATION 7f. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral: deleted or added, or give entire restated collateral description, or describe collateral assigned.

All right, title, and interest of Debtor in and to the receipts, payments, rents, management fees, earnings (including interest and dividend income) and accounts, including health-care insurance receivables, instruments, general intangibles, including payment intangibles, and investment property (as each of the foregoing are defined in the Uniform Commercial Code), as well as gifts (other than gifts restricted by the donor to a purpose inconsistent with the payment of secured debt of the Debtor) and contract rights of Debtor, including any governmental health care programs (to the extent permitted by law), and other contract rights now or hereafter owned, held, or possessed by or on behalf of Debtor (including real property leases and management agreements), and the proceeds of such items of Debtor, subject to the matters set forth in that certain Amended and Restated Master Indenture of Trust and Security Agreement dated as of July 1, 1997 among Debtor, such other persons as from time to time are Co-Obligors, and Secured Party, as master trustee, as amended (the "Master Indenture"); and (continued at Box 13 of Addendum)

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Chase Bank of Texas National Association, as Master Trustee

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Mid-Valley Health System, July 1, 1997 Amended & Restated Indenture of Trust

KMC
00212

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
94-00013688		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
Chase Bank of Texas National Association, as Master Trustee		
OR		
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

All right, title, and interest of Debtor in and to all money and investments held by the Secured Party under the Master Indenture for the credit of any fund established under the Master Indenture, except funds specifically excluded from such pledge by the terms of the Master Indenture; and

Any and all property that may, from time to time hereinafter, by delivery or by writing of any kind, be subjected to the lien and security interest of the Master Indenture by Debtor, or by anyone on Debtor's behalf, subject to any reservations, limitations, or conditions which shall be set forth in a written instrument executed by Debtor or the person so acting on its behalf or by the Secured Party respecting the use and disposition of such property or the proceeds thereof.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

KMC
00213

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
UCC Direct Services 2727 Allen Parkway Suite 1000 Houston, TX 77019 USA

FILING NUMBER: 04-00467695
 FILING DATE: 11/3/03 2:01:00 PM
 DOCUMENT NUMBER: 46621110016
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR EDI FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 94-00013888		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [(for record) (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.			
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6; also give new name and/or new address in item 7. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
7d. TAX ID#: ADD'L DEBTOR INFO SSN OR EIN	7e. TYPE OF ORGANIZATION	7f. ORG JURISDICTION	7g. ORG. ID #, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input checked="" type="checkbox"/> No change <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			
9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment.			
9a. ORGANIZATION'S NAME			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
8. OPTIONAL FILER REFERENCE DATA 9187326			

FILING OFFICE COPY

KMC
00214

04-00495915

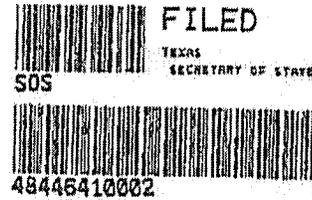
12/01/2003 05:00 PM

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 500224 JPMORGAN1

UCC Direct Services 6016375.1
P.O. Box 29071
Glendale, CA 91209-9071 TXTX



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
9400013688 01-25-94 SS TX

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Chase Bank of Texas National Association, as Master Trustee formerly known as Formerly Known As Texas Commerce Bank N. A.

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
JPMorgan Chase Bank

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS
P.O. Box 2558 LPS 8-1111F-301
CITY Houston STATE TX POSTAL CODE 77252-2558 COUNTRY

7d. TAX ID#: SSN or EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

KMC
00215

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMorgan Chase Bank

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
6016375.1 Debtor Name: KNAPP MEDICAL CENTER WESLACO HEALTH FACILITIES DEVELOPMENT CO 04002

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/20/98)

Prepared by UCC Direct Services, P.O. Box 29071
Glendale, CA 91209-0071 Tel (800) 331-3282

08-00390653

12/08/2008 03:39 PM

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

AFTER FILING RETURN TO:
CT CORPORATION
4400 Easton Commons Way
Suite 125
COLUMBUS, OH 43219



FILED

TEXAS SECRETARY OF STATE

SOS



239081290015

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

94-013688

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

- 2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.
4. ASSIGNMENT (file or part): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.
E. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the filer's address of a party.
DELETE name: Give record name to be deleted in item 6a or 6b.
ADD name: Complete item 7a or 7b, and also item 7c; also complete same 7a-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS ADD INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

KMC 00216

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Knapp Medical Center
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL: FILER REFERENCE DATA

Knapp Medical Center Project 1994 Master Trust Indenture

MN7431852

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Westaco Health Facilities Development Corporation		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. SEE INSTRUCTIONS	ADDL. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> None

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

13. This FINANCING STATEMENT covers entire to be col or ex-abstract collateral, or is filed as a future filing.

14. Description of real estate:

15. Additional collateral description:

KMC
00217

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction - effective 30 years
 Filed in connection with a Public-Finance Transaction - effective 30 years

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
 2727 Allen Parkway Suite 1000
 Houston, TX 77019
 USA

FILING NUMBER: 08-00408655
FILING DATE: 12/29/2008 08:01 PM
DOCUMENT NUMBER: 241155870003
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR EDI FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 94-00013688

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 6.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these.
 Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.
 CHANGE name and/or address: Give current record name in Item 6, also give new name and/or new address in Item 7. **DELETE** name: Give record name to be deleted in Item 6a or 6b. **ADD** name: Complete Item 7a or 7b, and also item 7c.

6. CURRENT RECORD INFORMATION:

OR	6a. ORGANIZATION'S NAME			
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

OR	7a. ORGANIZATION'S NAME			
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

7d. TAX ID# SSN OR EIN **7e. ADDL. DEBTOR INFO** **7f. TYPE OF ORGANIZATION** **7g. ORG. JURISDICTION** **7h. ORG. ID #, if any**
 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral: No change deleted or added, or give entire restated collateral description, or describe collateral assigned

9. NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this amendment.

OR	9a. ORGANIZATION'S NAME JPMorgan Chase Bank			
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 34502244

FILING OFFICE COPY

KMC
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09-00072982

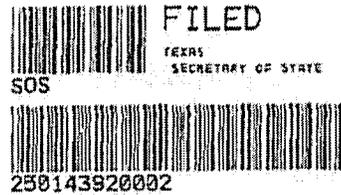
03/13/2009 05:00 PM

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 662-4141

B SEND ACKNOWLEDGEMENT TO (Name and Mailing Address) 18047 THE BANK OF NE

CT Lien Solutions 17816218
 P.O. Box 29071
 Glendale, CA 91209-9071 TXTX



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 9400013688 25-JAN-1994 SS TX 1d. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement
 3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by application law

4. ASSIGNMENT (FULL or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9:
 5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only ONE of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b
 ADD name: Complete item 7a or 7b; and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a ORGANIZATION'S NAME

OR 6b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a ORGANIZATION'S NAME
 The Bank of New York Mellon Trust Company, N.A.

OR 7b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 601 Travis Street Houston TX 77002

7d SEE INSTRUCTION 7e TYPE OF ORGANIZATION 7f JURISDICTION OF ORGANIZATION 7g ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only ONE box.
 Describe collateral deleted or added, or give entire retained collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment); if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a ORGANIZATION'S NAME
 JPMorgan Chase Bank

OR 9b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 17816218 Debtor Name: KNAPP MEDICAL CENTER 200242-0 Charles Spivey

KMC
 00219

08-0039081251

12/08/2008 04:25 PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AFTER FILING RETURN TO:
CT CORPORATION
 4400 Easton Commons Way
 Suite 125
 COLUMBUS, OH 43219

FILED
 TEXAS
 SECRETARY OF STATE
 SOS

239090900005

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 OR Knapp Medical Center

1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
 PO Box 1110

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Non-Profit 1f. JURISDICTION OF ORGANIZATION Texas 1g. ORGANIZATIONAL ID#, if any 17413930807 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
 OR

2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 OR The Bank of New York Mellon Trust Company, National Association

3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
 601 Travis, 18th Floor

4. This FINANCING STATEMENT covers the following collateral:
 All right, title and interest of the Debtor in and to all amounts at any time deposited in the funds established pursuant to the Trust Indenture (except the Rebate Fund and the Purchase Fund), dated as of December 1, 2008, by and between the Weslaco Health Facilities Development Corporation (the "Issuer") and the Secured Party, pertaining to the Issuer's Variable Rate Hospital Revenue Refunding and Improvement Bonds (Knapp Medical Center Project) Series 2008B, including all investments and reinvestments made with such amounts and the proceeds thereof, and in all of its rights to and interest in such amounts, investments, reinvestments and proceeds.

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00220

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BALOR SELLER/BUYER AC. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE) (optional)

8. OPTIONAL FILER REFERENCE DATA
 Knapp Medical Center (2008B Loan Agreement)

MN7431852

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR	Knapp Medical Center	
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- Inset only add name (11a or 11b) -- do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME
		MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDT. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> None

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME -- Inset only add name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME
		MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or is-extracted collateral, or is filed as a future filing.

14. Description of real estate:

15. Additional optional descriptions:

KMC
00221

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMISSION UTILITY
 Filed in connection with a Manufactured Home Transaction -- effective 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years

08-0039081362

12/08/2008 04:25 PM

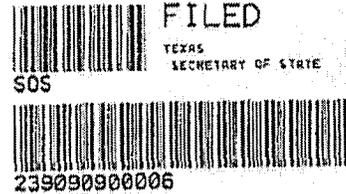
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AFTER FILING RETURN TO:
CT CORPORATION
 4400 Easton Commons Way
 Suite 125
 COLUMBUS, OH 43219



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 OR
 1b. INDIVIDUAL'S LAST NAME

Knapp Medical Center

FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS
 PO Box 1110

CITY	STATE	POSTAL CODE	COUNTRY
Weslaco	TX	78599-1110	USA

1d. **SEE INSTRUCTIONS**

ADDT. INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE
	Non-Profit	Texas	17413930607	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
 OR
 2b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

2d. **SEE INSTRUCTIONS**

ADDT. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 OR
 3b. INDIVIDUAL'S LAST NAME

The Bank of New York Mellon Trust Company, National Association

FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS
 601 Travis, 18th Floor

CITY	STATE	POSTAL CODE	COUNTRY
Houston	TX	77002	USA

4. This FINANCING STATEMENT covers the following collateral:
 All right, title and interest of the Debtor in and to all amounts at any time deposited in the funds established pursuant to the Trust Indenture (except the Rebate Fund and the Purchase Fund), dated as of December 1, 2008, by and between the Weslaco Health Facilities Development Corporation (the "Issuer") and the Secured Party, pertaining to the Issuer's Variable Rate Hospital Revenue Refunding and Improvement Bonds (Knapp Medical Center Project) Series 2008A, including all investments and reinvestments made with such amounts and the proceeds thereof, and in all of its rights to and interest in such amounts, investments, reinvestments and proceeds.

KMC
00222

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS, Along Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 **ADDITIONAL FEE** (optional)

8. OPTIONAL FILER REFERENCE DATA
 Knapp Medical Center (2008A Loan Agreement)

MN7431852

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

B. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME			
OR	Knapp Medical Center		
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> None
-----------------------	-----------------------------------	---------------------------	-----------------------------------	----------------------------------	-------------------------------

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-abstracted cultural, or is tied to a future filing.

14. Description of real estate:

18. Additional collateral descriptors

KMC
00223

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust, or decedent's estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction - effective 30 years
 Filed in connection with a Public-Finance Transaction - effective 30 years

08-0039081473

12/08/2008 04:25 PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

FILED
TEXAS
SECRETARY OF STATE
SOS

239090900007

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AFTER FILING RETURN TO:
CT CORPORATION
4400 Easton Commons Way
Suite 125
COLUMBUS, OH 43219

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
OR Knapp Medical Center

1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
PO Box 1110

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
Non-Profit

1f. JURISDICTION OF ORGANIZATION
Texas

1g. ORGANIZATIONAL ID#, if any
17413930607

STATE TX POSTAL CODE 78599-1110 COUNTRY USA

CITY Wastaco

FIRST NAME MIDDLE NAME SUFFIX

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
OR

2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID#, if any

STATE POSTAL CODE COUNTRY

CITY

FIRST NAME MIDDLE NAME SUFFIX

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
OR The Bank of New York Mellon Trust Company, National Association

3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
601 Travis, 18th Floor

STATE TX POSTAL CODE 77002 COUNTRY USA

CITY Houston

FIRST NAME MIDDLE NAME SUFFIX

4. This FINANCING STATEMENT covers the following collateral:
All right, title and interest of the Debtor in and to the Trust Estate established pursuant to the Master Trust Indenture dated as of December 1, 2008 (as supplemented, the "MTI") among Debtor, Such Other Persons as From Time to Time are Members of the Obligated Group, and the Secured Party, such Trust Estate including (i) all Revenues and accounts receivable of the Grantor, including without limitation rights to receive payments from third party payors such as Medicare and Medicaid, except and excluding those items described in the MTI; (ii) all right, title and interest of the Debtor in and to all money and investments held or required to be held for the credit of the funds and accounts established by or under the MTI as described therein; and (iii) any and all property that may, from time to time hereinafter, by delivery or by writing of any kind, be subjected to the lien and security interest of the MTI by the Debtor or by anyone in its behalf, as further described in the MTI.

KMC
00224

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILEOR SELLER/BUYER AG. UEN NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Knapp Medical Center (Master Indenture)

MN7431852

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR	Knapd Medical Center	
	9b. INDIVIDUAL'S LAST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDL. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> None

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or oil-gas-tracted oil/mineral, or is filed as a fixture filing.

14. Description of real estate:

18. Additional collateral description:

KMC
00225

16. Name and address of a RECORD OWNER of above-described real estate if Debtor does not have a record interest:

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured Home Transaction - effective 90 years
 Filed in connection with a Public Finance Transaction - effective 30 years

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
 2727 Allen Parkway Suite 1000
 Houston, TX 77019
 USA

FILING NUMBER: 09-0002001698
 FILING DATE: 01/21/2009 03:01 PM
 DOCUMENT NUMBER: 243886440014
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR EDI FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR

1a. ORGANIZATION'S NAME
KNAPP MEDICAL CENTER

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
1401 EAST EIGHTH STREET

CITY
WESLACO

STATE
TX

POSTAL CODE
78596

COUNTRY
USA

1d. TAX ID# SSN OR EIN

1e. TYPE OF ORGANIZATION
Non-Profit Corporation

1f. ORG JURISDICTION
TX

1g. ORG. ID #, if any
0015170501

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID# SSN OR EIN

2e. TYPE OF ORGANIZATION

2f. ORG JURISDICTION

2g. ORG. ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME
ALCON LABORATORIES, INC.

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
6201 S. FREEWAY

CITY
FORT WORTH

STATE
TX

POSTAL CODE
76134

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:
 1 DEMO INFINITI SYSTEM OZIL W/WIDE OVERLAY (SERIAL# 0802765801X)

KMC
 00226

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR SALES/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) : All Debtors Debtor 1 Debtor 2
 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA
34661980

FILING OFFICE COPY

FINING OFFICE COPY

004-0224004-300 [42340013]

OPTIONAL FILER BELIEVENCE DATA

RECORDS UNIT ADDRESS [optional] (or location) in the REGISTRATION STATE [optional] CHECK TO REPORT SERVICE NUMBER(S) on Report(s) [] District [] District 1 [] District 2

FINANCING STATEMENT IS TO BE FILED [] YES [] NO

UTILITY DESIGNATION [] RESIDENT [] COMMERCIAL [] BUSINESS [] RETIREMENT [] VET [] NON-UTILITY

00551
KWC

and create paper related thereto or filing thereto:

Wholly owned and managed business, lease, sale, accounts, instruments, applications, reports, and all proceeds of any of the foregoing, including proceeds, and all modifications, additions and replacements thereto and any all amounts encumbered in or secured in an integrated transaction with the foregoing, additions and replacements affected thereto or substituted thereto, (including) together with all accessories, appurtenances, benefits, rights, and (4) interests herein listed (1) shall be deemed to be the (2) FINANCING STATEMENT covers the following collateral:

DEBTOR'S ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
140 E 8th Street		Waco	TX	76798	USA
OR	DEBTOR'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
OR	ORGANIZATION'S NAME				
SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR IF - insert only one secured party name (3e or 3d))					
EIN	ORGANIZATION DEBTOR ADDRESS	TYPE OF ORGANIZATION	JURISDICTION	OR ORG ID #	<input type="checkbox"/> NONE
140 E 8th Street	Waco	TX	TX	12130201	<input type="checkbox"/>
OR	DEBTOR'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
OR	ORGANIZATION'S NAME				
ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (3e or 3d) - do not abbreviate or combine names					
EIN	ORGANIZATION DEBTOR ADDRESS	TYPE OF ORGANIZATION	JURISDICTION	OR ORG ID #	<input type="checkbox"/> NONE
140 E 8th Street	Waco	TX	TX	12130201	<input type="checkbox"/>
OR	DEBTOR'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
OR	ORGANIZATION'S NAME				
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1d) - do not abbreviate or combine names					

USA
Mankin, WA 98212
Suite 400
3200 Harbor Heights Parkway
Corporation Service Company

SEND ACKNOWLEDGMENT TO: (Name and address)

CSC
NAME & PHONE OF CONTACT AT FILER (optional)

THE ABOVE SPACE IS FOR FINING OFFICE USE ONLY
IMAGE GENERATED ELECTRONICALLY FOR XMG FINING
FILED: Texas Secretary of State
DOCUMENT NUMBER: 277828700001
FINING DATE: 08/30/2009 10:06 PM
FINING NUMBER: 08-0224004-300

FOR MORE INSTRUCTIONS (front and back) CAREFULLY
READ FINANCING STATEMENT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 CT Lien Solutions

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
 2727 Allen Parkway
 Ste. 100
 Houston, TX 77019
 USA

FILING NUMBER: 10-0017613574
 FILING DATE: 06/18/2010 11:08 AM
 DOCUMENT NUMBER: 312398490001
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR

1a. ORGANIZATION'S NAME
Knapp Medical Center ASC, LLC, a Texas Limited Liability Company

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
1330 E. 6th St. CITY **Weslaco** STATE **TX** POSTAL CODE **78596** COUNTRY **USA**

1d. TAX ID#: SSN OR EIN ADD'L DEBTOR INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LLC** 1f. ORG JURISDICTION **TX** 1g. ORG ID #, if any **0800996593** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID#: SSN OR EIN ADD'L DEBTOR INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. ORG JURISDICTION 2g. ORG. ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME
Compass Bank

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. Box 10566 Birmingham AL 35296 USA

4. This FINANCING STATEMENT covers the following collateral:
 All Equipment, goods and other personal property of the Debtor, whether now owned or hereafter acquired, together with all additions, substitutions and accessions thereto and the proceeds from the sale, leasing or other disposition of such property.

KMC
 00228

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
CT Lien Solutions

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

****CT Lien Solutions**
2727 Allen Parkway
Ste. 100
Houston, TX 77019
USA

FILING NUMBER: 12-00195984
FILING DATE: 06/20/2012 09:02 AM
DOCUMENT NUMBER: 426766370001
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **10-0017613574**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor Secured Party of record. Check only one of these.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6; also give new name and/or new address in item 7.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c.

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID#; SSN OR ADDL DEBTOR INFO 7e. TYPE OF ORGANIZATION 7f. ORG JURISDICTION 7g. ORG. ID#, if any

EIN NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral No change deleted or added, or give entire restated collateral description, or describe collateral assigned.

KMC
00229

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this amendment

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Compass Bank

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-856-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 51859438 - 346710 - 7/29/2010 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703	
Filed In: Texas (S.O.S.)	



10-0022044355

07/30/2010 05:00 PM



FILED

TEXAS SECRETARY OF STATE

SOS



318327810006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Knapp Medical Center						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1401 E. 8th Street			CITY Weslaco	STATE TX	POSTAL CODE 78596	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corp.	1f. JURISDICTION OF ORGANIZATION TX	1g. ORGANIZATIONAL ID #, if any 15170501		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		

3. SECURED PARTY'S NAME (if NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Stryker Finance						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 4654 Campus Dr., Ste 130			CITY Kalamazoo	STATE MI	POSTAL CODE 49008	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
All equipment, inventory, software and other personal property described on the Equipment List or Invoice(s) attached to this financing statement (the "Property"), together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Property, all modifications, additions and replacements thereto and any substitutions therefor, and all proceeds of any of the foregoing, including without limitation all insurance proceeds, rents, cash, accounts, instruments and chattel paper related thereto or arising therefrom.

KMC
00230

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT IS TO BE FILED (for record) (for recording) IN THE REAL ESTATE RECORDS (check appropriate)	7. CHECK TO REQUEST SEARCH REPORT(S) ON DEBTOR(S) (optional)		AR Debtors	Debtors 1	Debtors 2	
8. OPTIONAL FILER REFERENCE DATA 004-0554664-301						51859438

EX-100

1961

SECRET

00531
KMC

1. SECRET 2. CONFIDENTIAL 3. RESTRICTED 4. UNCLASSIFIED
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1. SECRET 2. CONFIDENTIAL 3. RESTRICTED 4. UNCLASSIFIED
--

1. SECRET	2. CONFIDENTIAL	3. RESTRICTED	4. UNCLASSIFIED
1. SECRET 2. CONFIDENTIAL 3. RESTRICTED 4. UNCLASSIFIED			

SECRET

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Noreen Moroney 914-524-5122

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Siemens Healthcare Diagnostics
 511 Benedict Avenue
 Tarrytown, NY 10591**

**RECEIVED
 APR 11 2011
 CLK:56**

11-0010792637
 04/11/2011 05:00 PM
FILED
 TEXAS
 SECRETARY OF STATE
 SOS
 363413340002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY.

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Knapp Medical Center

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1401 E. Eighth Street Weslaco TX 78596 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Profit TX 1-74-1393060-7 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Siemens Healthcare Diagnostics

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
115 Norwood Park South Norwood MA 02062 USA

4. This FINANCING STATEMENT covers the following collateral:

**Centaur XP
 Serial number IRL18921050**

And all accessories, parts and equipment now and hereafter affixed thereto or used in connection therewith, all replacements or substitutions of any thereof, and all proceeds of all foregoing.

KMC
 00232

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BARTER/BAYLOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (check appropriate) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FINING OFFICE COPY

31130-UCC-1 of (20052204)

8. OPTIONAL FILER REFERENCE DATA

RECORDS: PUBLIC PRIVATE CONFIDENTIAL RESTRICTED UNCLASSIFIED

9. ALTERNATIVE DESIGNATION (if applicable): LESSOR CONSIGNEE/CONSIGNOR BUYER/SELLER VENDOR FINANCING STATEMENT

00533
KWC

Equipment of ADVA Central XP 1 Direct Pump Kit 1 described below (or on Schedule A attached hereto); Equipment description: between Debtor and Secured Party, including, without limitation, the Equipment the property covered under submission to Master Equipment & Product Agreement

10. THE FINANCING STATEMENT covers the following collateral:

City	State	Postal Code	Country
Deerfield	IL	60012	USA

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR SP) - insert only one secured party name (SP or SP)

City	State	Postal Code	Country
Deerfield	IL	60012	USA

Organization Name: Siemens Diagnostic Finance Co LLC

12. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (SP or SP) - do not abbreviate or combine names

City	State	Postal Code	Country
Deerfield	IL	60012	USA

Organization Name: Siemens Diagnostic Finance Co LLC

13. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (SP or SP) - do not abbreviate or combine names

City	State	Postal Code	Country
Deerfield	IL	60012	USA

Organization Name: Knapp Medical Center

14. SEND ACKNOWLEDGMENT TO: (name and address)

CSC

15. NAME & PHONE OF CONTACT AT FILER (optional)

THE ABOVE SPACE IS FOR FINING OFFICE USE ONLY
IMAGE GENERATED ELECTRONICALLY FOR XING FINING
FILED: Texas Secretary of State
DOCUMENT NUMBER: 23108030001
FINING DATE: 08/21/2014 10:14:14 AM
FINING NUMBER: 31130-UCC-1-1-00533

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
UCC FINANCING STATEMENT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
CSC

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
 801 Stevenson Drive
 Springfield, IL 62703
 USA

FILING NUMBER: 11-00229415
FILING DATE: 08/04/2011 04:10 PM
DOCUMENT NUMBER: 381017690001
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE # 11-0018246326		1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS	
2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.			
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7: <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6, also give new name and/or new address in item 7. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c.			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S LAST NAME			
FIRST NAME			
MIDDLE NAME			
SUFFIX			
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR			
7b. INDIVIDUAL'S LAST NAME			
FIRST NAME			
MIDDLE NAME			
SUFFIX			
7c. MAILING ADDRESS:			
170 WOOD AVENUE SOUTH		CITY	STATE
		ISELIN	NJ
			POSTAL CODE
			08830
			COUNTRY
			USA
7d. TAX ID#: SSN OR ADDL DEBTOR INFO		7e. TYPE OF ORGANIZATION	7f. ORG JURISDICTION
EIN			7g. ORG. ID #, if any
			NONE
8. AMENDMENT (COLLATERAL CHANGE): check only one box Describe collateral: <input checked="" type="checkbox"/> No change <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			
KMC 00234			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) if this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment			
9a. ORGANIZATION'S NAME			
OR			
9b. INDIVIDUAL'S LAST NAME			
FIRST NAME			
MIDDLE NAME			
SUFFIX			
10. OPTIONAL FILER REFERENCE DATA 21130 Debtor: Knapp Medical Center - 6/23/11 DLH [59191721]			

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Joanna Fuller 847-428-8550

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Joanna Fuller
 33 West Higgins Road Suite 1030
 South Barrington, IL 60010
 USA

FILING NUMBER: 12-0001924160
 FILING DATE: 01/19/2012 09:48 AM
 DOCUMENT NUMBER: 404988860002
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR

1a. ORGANIZATION'S NAME
KNAPP MEDICAL CENTER

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
1401 East 8th Street CITY **Weslaco** STATE **TX** POSTAL CODE **78596** COUNTRY **USA**

1d. TAX ID#: SSN OR EIN ADDL. DEBTOR INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **NP Corp** 1f. ORG JURISDICTION **TX** 1g. ORG. ID #, if any **15170501** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID#: SSN OR EIN ADDL. DEBTOR INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. ORG JURISDICTION 2g. ORG. ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME
LEASING ASSOCIATES OF BARRINGTON, INC.

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
33 West Higgins Road, Suite 1030 **South Barrington** **IL** **60010** **USA**

4. This FINANCING STATEMENT covers the following collateral:
 including but without limitation, One (1) MicroScan WalkAway 40 Plus Microbiology System, including all attachments and accessories as provided by Siemens Healthcare Diagnostics Inc., financed by secured party as LAB to debtor as Customer under Agreement No. 9833000 dated January 12, 2012 as time to time may be amended or supplemented.

KMC
00235

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOC SELLER/BUYER AG. LIEN NON-UCC FILING

This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE) (optional)

8. OPTIONAL FILER REFERENCE DATA
9833000

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Joanna Fußer 847-428-8550

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Joanna Fußer
 33 West Higgins Road Suite 1030
 South Barrington, IL 60010
 USA

FILING NUMBER: 12-00082010
 FILING DATE: 03/16/2012 10:42 AM
 DOCUMENT NUMBER: 413006300002
 FILED: TALLIA, Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
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1. ORIGINAL FINANCING STATEMENT FILE #
 12-0001924160

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement described above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination.

3. CONTINUATION: Effectiveness of the Financing Statement described above with respect to security interest(s) of the Secured Party authorizing the Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (out or part): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 6.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only ONE of these.

CHANGE name and/or address: Give current record name in item 6, also give new name and/or new address in item 7.
 DELETE name: Give record name to be deleted in item 6 or 7a.
 ADD name: Complete item 7a or 7b, and also item 7c.

6. CURRENT RECORD INFORMATION

6a ORGANIZATION'S NAME

OR	6b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------------	-------------------	--------------------	---------------

7. CHANGED (NEW) OR ADDED INFORMATION

7a ORGANIZATION'S NAME

OR	7b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------------	-------------------	--------------------	---------------

U.S. BANK, N.A.

7c MAILING ADDRESS

777 EAST WISCONSIN AVENUE	MILWAUKEE	WI	53202	USA
----------------------------------	------------------	-----------	--------------	------------

STATE **WI** **POSTAL CODE** **53202** **COUNTRY** **USA**

NONE

8. AMENDMENT (COLLATERAL CHANGE): Check only ONE box.

No change deleted or added, or give other retained collateral description, or describe collateral assigned

FBI assignment of all equipment covered under Lease Agreement No. 9033000, dated January 12, 2012 as relating to original financing statement.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Name of assignor, if not in 6 or 7a or 7b. If this is an Amendment assigned by Debtor which is collateral or 6b or 7a, authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing the amendment.

9a ORGANIZATION'S NAME

LEASING ASSOCIATES OF BARRINGTON, INC.

OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------------	-------------------	--------------------	---------------

10. ORIGINAL FILER IDENTIFIER DATA
 9833000

FILING OFFICE COPY

FLIGHT OFFICE COPY

KCS 0243

2. OPTIONAL FILER REFERENCE DATA

RECORDS FINANCIAL STATEMENT (if applicable) ADDITIONAL FEE (optional)

3. ALTERNATIVE DESIGNATION (if applicable): LESSOR CO-SIGNER/CO-SIGNOR BUREAU SELLER/BUYER AGENT NON-PROFIT

filling of any agreement or schedule by and between the parties
 release' insurance and proceeds related to the equipment contained on this
 together with all attachments, representations, accessories, accessories, rent,

Commitment Agreement No. AG10048

00531
KMC

the following equipment contained on or subject to:
 agreement or schedule by and between the parties' including but not limited to
 equipment covers any and all equipment now or hereafter the subject of any
 schedule by and between the parties. The parties agree that the financing
 otherwise arises of any equipment contained on this filing or any agreement or
 report use no rights' express or implied' to sell' exchange' encumber or
 on the filing or any agreement or schedule by and between the parties. The
 representations and all attachments of 'to or for any of the foregoing contained
 with all proceeds' attachments' parts' accessories' accessories' and
 the subject of any agreement or schedule by and between the parties together
 record' except that is the owner of all of the equipment now or hereafter
 transaction. Filing is only intended to make the true lease a matter of public
 This transaction is a true lease and is not intended by the parties as a secured
 4. THE FINANCIAL STATEMENT covers the following collateral:

1808 Creektidge Circle Suite 220 **Eqina** **MI** **22439** **USA**

MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

OR **3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - insert only one secured party name (SA or SP)**

INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Moas Biomedical

OR ORGANIZATION'S NAME

OR ORGANIZATION DEBTOR NONE

INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1401 East 8th Street **Mejaco** **JX** **28220** **USA**

MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

OR **4. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1A or 1B) - do not abbreviate or combine names**

INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

KIAPP MEDICAL CENTER

OR ORGANIZATION'S NAME

OR ORGANIZATION DEBTOR NONE

INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1401 East 8th Street **Mejaco** **JX** **28220** **USA**

MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

OR **5. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (SA or SP) - do not abbreviate or combine names**

INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

KIAPP MEDICAL CENTER

OR ORGANIZATION'S NAME

OR ORGANIZATION DEBTOR NONE

INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

usa
Eqina, MI 22439
Suite 220
1808 Creektidge Circle
Moas Biomedical

B. SEND ACKNOWLEDGMENT TO: (Name and address)

Creektidge Capital LLC 811-280-1805

A. NAME & PHONE OF CONTACT AT FILER (optional)

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 FILED: Texas Secretary of State
 DOCUMENT NUMBER: 410580320005
 FILING DATE: 03/27/2013 01:08 PM
 FILING NUMBER: 13-0006082828

FOR MORE INSTRUCTIONS (front and back) CAREFULLY
 NON-FINANCIAL STATEMENT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Creekridge Capital LLC 877-286-7902

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Creekridge Capital LLC
 7808 Creekridge Circle
 Ste 250
 Edina, MN 55439
 USA

FILING NUMBER: 12-00253283
FILING DATE: 08/09/2012 01:45 PM
DOCUMENT NUMBER: 438411610002
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
12-0006092959

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor Secured Party of record. Check only one of these.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6; also give new name and/or new address in item 7. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c

6. **CURRENT RECORD INFORMATION:**

OR	6a. ORGANIZATION'S NAME			
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

OR	7a. ORGANIZATION'S NAME			
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. **MAILING ADDRESS:** 2525 LAKE PARK BLVD. CITY: SALT LAKE CITY STATE: UT POSTAL CODE: 84120 COUNTRY: USA

7d. TAX ID# (SSN OR ADD'L DEBTOR INFO) 7e. TYPE OF ORGANIZATION 7f. ORG JURISDICTION 7g. ORG. ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral: No change deleted or added, or give entire related collateral description, or describe collateral assigned

KMC
00238

9. **NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this amendment.

OR	9a. ORGANIZATION'S NAME			
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 Knapp Medical Center, 1114800-001

FILING OFFICE COPY

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Tim Farina 610-386-5000 Ext-3028

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lease Direct
PO Box 4000
Johnston, IA 50131-9854



12-0027534448
08/28/2012 05:00 PM

FILED
TEXAS
SECRETARY OF STATE

505

441202740002

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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
KNAPP MEDICAL CENTER

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
1401 E 8TH ST

1d. CITY
WESLACO

1e. STATE
TX

1f. POSTAL CODE
78596-6640

1g. COUNTRY
USA

1h. TYPE OF ORGANIZATION
CORPORATION

1i. JURISDICTION OF ORGANIZATION
TX

1j. ORGANIZATIONAL ID #, if any
15170501 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. CITY

2e. STATE

2f. POSTAL CODE

2g. COUNTRY

2h. TYPE OF ORGANIZATION

2i. JURISDICTION OF ORGANIZATION

2j. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of Total ASSIGNEE of ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
PHILIPS MEDICAL CAPITAL, LLC

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
1111 OLD EAGLE SCHOOL ROAD

3d. CITY
WAYNE

3e. STATE
PA

3f. POSTAL CODE
19087

3g. COUNTRY
USA

4. The FINANCING STATEMENT covers the following collateral:

ALL EQUIPMENT LEASED OR FINANCED BY SECURED PARTY TO OR FOR DEBTOR
PURSUANT TO SECURED PARTY'S CONTRACT NUMBER 101-10000547, TOGETHER WITH
ALL ADDITIONS, ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS TO OR FOR
THE SAME, AND ALL PROCEEDS OF THE FOREGOING.

THIS FILING RELATES ONLY TO THE AFOREMENTIONED COLLATERAL, AND IS NOT
INTENDED TO CREATE OR PERFECT A LIEN ON ALL OF THE DEBTOR'S ASSETS.

KMC
00239

1. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILEE SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Yes No

7. CHECK TO REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

SOS: 15.00 (filing fee)

This stamp is applied to this record by the Secretary of State of Texas. All or parts of the text of this original document were not clearly legible and may produce an illegible reproduction.

12-0035640142

11/12/2012 05:00 PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 71168962 - 335860
 Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703

Filed In: Texas (S.O.S.)



FILED

TEXAS SECRETARY OF STATE

SOS



452396110008

N5

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME **KNAPP MEDICAL CENTER**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **1401 E 8TH STREET** CITY **WESLACO** STATE **TX** POSTAL CODE **78596** COUNTRY **USA**

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **Non-Profit** 1f. JURISDICTION OF ORGANIZATION **TX** 1g. ORGANIZATIONAL ID #, if any **0015170501** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME **KARL STORZ CAPITAL, a Program of Medical Technology Finance Corporation**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **1111 Old Eagle School Road** CITY **Wayne** STATE **PA** POSTAL CODE **19087** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:
 THE COLLATERAL DESCRIBED IN QUOTATION NO. 40407833 ATTACHED HERETO AND MADE PART HEREOF, INCLUDING ALL ADDITIONS, ATTACHMENTS, ACCESSIONS, SUBSTITUTIONS, REPLACEMENTS AND PROCEEDS OF SUCH COLLATERAL.

KMC
00240

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOBY SELLER/BUYER AG, UEN NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (for records) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtors (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA **MED105080** 71168962



KARL STORZ Endoscopy-America, Inc.
 2151 E. Grand Avenue
 El Segundo, CA 90245
 US

Phone: 424-218-8100
800-421-0837
Fax: 800-321-1304

Quotation

Ship To: 307784
 Knapp Medical Center
 1401 E 8th St
 WESLACO TX 78598-6840
 USA

Quotation No.
40407833

Sold To: 107245
 Knapp Medical Center
 Attn: Accounts Payable
 PO Box 1110
 WESLACO TX 78599
 USA

Information:
 Quote Expires on 08/10/2012
 Document Date 06/05/2012
 Sales Rep Name Humberto R Cardenas
 Sales Rep Ext 6060
 Sales Rep Email Humberto.Cardenas@karlstorz.com
 Sales Rep Cell 956-998-9016

Attention:
 TAMARA LEONARD

Details for Quotation #: 40407833

Line	Material / Description	Qty	List Price	Customer Selling Price	Extended Price
1	9426L 26" WIDEVIEW HD LED HIGH BRIGHT FLAT PANEL MONITOR, 16:9 1920X1080 RESOLUTION <i>Use in Integration Rooms may require additional cabling and Installation costs.</i> * Manufacturer's Warranty - 2 years	8	13,225.00	5,280.00	42,320.00
2	22220055-3 IMAGE 1 H3-Z HIGH DEFINITION 3-CHIP CAMERA HEAD, NTSC, CE, 2X PARFOCAL ZOOM * Manufacturer's Warranty - 2 years	6	24,111.00	9,644.40	57,886.40
3	39301HCTS STERRAD COMPATIBLE HIGH DEFINITION CAMERA TRAY, 15.48" X 10.10" X 2.41" * Manufacturer's Warranty - 1 year	6	686.00	363.68	2,181.48
4	485NE LIGHT CABLE, 4.8MM X 300CM (9.8') * Manufacturer's Warranty - 1 year	6	743.00	383.79	2,382.74
5	22201011U110 IMAGE 1 HD CCU W/ DVI OUTPUT AND IMAGE CAPTURE MODULE, NTSC * Manufacturer's Warranty - 2 years I. IMAGE1 HD CCU WITH DVI OUTPUT: \$8,196.89 B. INTEGRATED IMAGE CAPTURE MODULE	4	37,670.00	12,807.80	51,231.20

© TAMARA LEONARD | P: N: Humberto R. Cardenas | E: Humberto.Cardenas@karlstorz.com | M: 9010

KMC
00241



KARL STORZ Endoscopy-America, Inc.
 2151 E. Grand Avenue
 El Segundo, CA 90245
 US

Phone: 424-218-8100
 800-421-0837
 Fax: 800-321-1304

Quotation No. 40407833

Details for Quotation # 40407833 Page 2					
Line	Material / Description	Qty	List Price	Customer Selling Price	Extended Price
	ALLOWS FOR STILL & VIDEO CAPTURE TO AN EXTERNAL USB MEDIA DEVICE: \$4,810.81				
6	9601HD VIDEO TOWER W/ ARTICULATING ARM FOR FLAT PANEL MONITOR AND ISO TRANSFORMER * Manufacturer's Warranty - 1 year	4	6,889.00	2,893.39	11,573.52
7	9401A-XLR VARIABLE HEIGHT SECONDARY MONITOR STAND WITH XLR COIL FOR 9426L / 9426LD * Manufacturer's Warranty - 1 year	4	3,115.00	1,245.00	4,984.00
8	547DF-KT 33' (10M) DVI-D FIBER OPTIC CABLE AND RIGHT ANGLE ADAPTER KIT The kit part number is composed of the following products: 547DF 33' (10M) DVI-D FIBER OPTIC CABLE * Manufacturer's Warranty - 1 year 547D90 DVI-D RIGHT ANGLE ADAPTER, MALE TO FEMALE * Manufacturer's Warranty - 1 year	4	862.00	474.10	1,896.40
				List Price	453,184.00
			Sell Price	Discount	-278,768.28
			Sell Price	Subtotal	174,415.74
				Quote Total	174,415.74
<p><i>This is not a customary discount; there are special circumstances which justify the volume or special discount herein.</i></p> <p><i>I accept the terms and conditions of this quotation.</i></p> <p>Signed _____ Name: _____ Title: _____ Phone: _____ Date: _____</p> <p>Sales Tax: Sales tax will be added to the invoice total unless we have an exemption certificate on file for the "Ship-to" entity. Freight: The freight charge will be calculated during the shipment process and will be included on the invoice.</p>					

CONFIDENTIAL



KARL STORZ Endoscopy-America, Inc.
2151 E. Grand Avenue
El Segundo, CA 90245
US

Phone: 424-218-8100
800-421-0837
Fax: 800-321-1304

Quotation No. 40407833

QUOTE TOTAL: \$174,415.74
(Excludes applicable freight/tax)

FINANCING OPTIONS

KARL STORZ CAPITAL ("KSC"), the captive finance arm of KSEA specializes in providing our customers with the basic and customized financial solutions necessary to meet their fiscal and technological requirements.

Our field based KSC Finance Managers are ready to meet with you to develop a plan specific to your needs to help you service your patients while meeting the economic challenges of today and tomorrow.

For additional information on how we can best help you acquire your KSEA equipment, please ask your KSEA Sales Executive or contact us directly at 800-421-0837 ext. 8258.

KARL STORZ CAPITAL
...PROVIDING SOLUTIONS, CREATING RELATIONSHIPS

KMC
00243



a Wolters Kluwer Business

KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSKLUPER.CC
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 5
Customer #: 403796 / --
Date: 11/15/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: THE KNAPP SURGERY CENTER

Jurisdiction: TX, Secretary of State
Search Type: State Lien Search (All available liens)

UCC Lien: Searched: 5 Years Searched Through: 11/11/2012
Results: No Records Found

Federal Tax Lien: Searched: 10 Years Searched Through: 11/11/2012
Results: No Records Found

Disclaimers: --
Comments: --

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Date: Nov. 15, 2012

Page: 1

CT Lien Solutions
UCC Search Report

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State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = KNAPP SUR

Requested Party not on file.

[End of Report]

KMC
00246



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M

Search Results

NORMA CASAS
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LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 4
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: KNAPP MEDICAL CENTER INC

Jurisdiction: TX, Hidalgo County
Search Type: Fixture Filings Search

Fixture Filing:	Searched: 5 Years	Searched Through: 11/06/2012
Results: No Records Found		Office: Clerk

Disclaimers: --
Comments: --

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Search Results

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Order #: 35656135 / 6
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: THE KNAPP SURGERY CENTER

Jurisdiction: TX, Hidalgo County
Search Type: Fixture Filings Search

Fixture Filing:
Results: No Records Found

Searched: 5 Years

Searched Through: 11/06/2012
Office: Clerk

Disclaimers: --
Comments: --

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State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = THE KNAPP SURGERY CENTER

Requested Party not on file.

[End of Report]

KMC
00249



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Order #: 35656135 / 7
Customer #: 403796 / --
Date: 11/15/2012
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Reference 2: --

Target Name: KNAPP MEDICAL GROUP

Jurisdiction: TX, Secretary of State
Search Type: State Lien Search (All available liens)

UCC Lien: Searched: 5 Years Searched Through: 11/11/2012
Results: No Records Found

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State of TX, Secretary of State UCC Debtor Name Search results performed on the following

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Name = KNAPP MEDICAL GROUP

Requested Party not on file.

[End of Report]

KMC
00251

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WESLACO TX 78596

Order #: 35656135 / 8
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: -

Target Name: KNAPP MEDICAL GROUP

Jurisdiction: TX, Hidalgo County
Search Type: Fixture Filings Search

Fixture Filing:
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Searched: 5 Years

Searched Through: 11/06/2012
Office: Clerk

Disclaimers: --
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KMC
00252

Schedule 1.3(b)

Restricted Assets

None.

Schedule 1.3(f)

Other Excluded Assets

None.

Schedule 1.3(h)

Foundation Excluded Assets

None.

Schedule 2

Permitted Real Property Encumbrances

Pending title commitment.

Schedule 2.3

Assets Necessary for Operation Not Included

None.

KMC
00258

Schedule 2.4

KMC Interests

Entity Name, Type and State of Organization	Interest Transferred	Percentage Interest Held by KMC	Other Interest Held in Entity	Consents Needed
The Knapp Medical Center, ASC, LLC, a Texas Limited Liability Company	Membership Interest	99.666% owned by KMC	.334% held by KGJ Investments, LLC	None
Knapp Medical Group, a Texas Nonprofit Corporation	Sole Member	100% owned by KMC	None	None
Mid Valley Physicians Association, a Texas Nonprofit Corporation	Sole Member	100% owned by KMC	None	None

KMC
00259

3. Knapp Surgery Center (ASC). 1402 East 6th Street, Weslaco, Texas. A 0.91 acre tract out of Farm Tract 692, West Tract Subdivision, out of Llando Grande Grant of lands in Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-38, Map Records, Hidalgo County, Texas.
4. Medical Arts Building. 15,769 total usable sq. ft. of space. A tract of land out of Farm Tract 641, the West and Adams Tracts Subdivision, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas
5. Weslaco Medical Center Condominiums. 1402 East 8th Street, Weslaco Medical Building Condos Suite 2 and 3, Weslaco, Hidalgo County, Texas 78596
 - a. Suite 2, WESLACO MEDICAL CENTER CONDOMINIUMS, a Condominium Regime established under Condominium Declaration date June 24, 1982, recorded in Volume 4, Page 57, and Volume 4, Page 195, Condominium Records of Hidalgo County, Texas, together with the undivided interest in and to the common elements of said land and premises, said condominium regime being situated on a tract of land out of Lot 1, Block 2, Ro-Ellen Addition Unit No. 1, an Addition to the City of Weslaco, Hidalgo County, Texas, reference to which is here made for all purposes.
 - b. Suite Three (3), of the Weslaco Medical Center, a condominium project in Hidalgo County, Texas, together with the limited common elements and an undivided 1,059/6,458 percent interest in and to the general common elements as same are defined in the Condominium Declaration thereof recorded in Volume 4, Page 57, and corrected in Volume 4, Pages 195-202, Condominium Records, Hidalgo County, Texas.
6. Park Land West of the Conference Center. A 1.09 acre tract of land out of Farm Tract 683, Block 141, West Tract Subdivision, Hidalgo County, Texas
7. KMC Conference Center
8. Park Land West of the Conference Center. A 14.73 acre tract of land out of Farm Tract 691 and 692, Block 141, West Tract Subdivision, of the Llano Grande Grant, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas.
9. Vacant Lots behind Medical Condominiums. Lot Two (2), Block Two (2), Ro-Ellen Addition Unit No. 1, an Addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 20, Page 76, Map Records, Hidalgo County, Texas. According to Warranty Deed dated July 8, 1996 between F.G. Lazo and Knapp Medical Center.
10. E.R. Parking Lot and Open Land. The South 100 feet of James M. Black Subdivision No. 2, Hidalgo County, Texas, according to the map recorded in Volume 12, Page 8, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes. According to the Cash Warranty Deed dated January 29,

1999 between Rigoberto Salinas, Jr. and wife Pamela M. Salinas, and Mid Valley Medical Properties, Inc.

11. Vacant Lot on East 8th St. Lot Four (4), Professional Associates Subdivision No. 2, an addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 26, Page 109-B, Map Records, Hidalgo County, Texas. According to Special Warranty Deed dated December 28, 2009 between Lucille G. Cavazos and Knapp Medical Center.

KMC
00263

Schedule 2.8(a)(ii)

Agreements Affecting Owned Real Property

Pending title commitment.

Schedule 2.8(b)

Violations

None.

Schedule 2.8(c)

Real Estate Leases

Landlord	Tenant	Address	Rent Commencement Date	Sq. Ft.	Monthly Rent	Security Deposit
Knapp Medical Center, Inc.	Sandra Esquivel, M.D., P.A.	1330 E. 6 th Street, Suite 201, Weslaco, Texas 78596	01-Jan-12	2,019	\$3,090.11	n/a
Knapp Medical Center, Inc.	Sander Orthopedics and Sports Medicine, P.A.	1330 E. 6 th Street, Suite 105, Weslaco, Texas 78596	01-Jan-13	3,445	\$5,272.33	n/a
Knapp Medical Center, Inc.	Dionisio B. Calvo, III, M.D.	1402 E. 8 th Street, Suite 3, Weslaco, Texas 78596	01-Jan-12	1,714	\$2,392.40	n/a
Knapp Medical Center, Inc.	Mid Valley Internists, P.A.	1330 E. 6 th Street, Suite 101, Weslaco, Texas 78596	01-March-05	3,622	\$5,544.70	n/a
Knapp Medical Center, Inc.	Hector G. Amaya, M.D.	1315 E. 6 th Street, Suite 6, Weslaco, Texas 78596	01-Jan-10	1,865	\$2,365.46.00	n/a
Knapp Medical Center, Inc.	Melecia Fuentes, M.D.	1315 E. 6 th Street, Suite 12, Weslaco, Texas 78596	19-Apr-12	2,174	\$2,626.40	n/a
Knapp Medical Center, Inc.	Help America Corporation	1315 E. 6 th Street, Suite 12, Weslaco, Texas 78596	01-Jan-12	310	\$393.84	n/a
Knapp Medical Center, Inc.	Eduardo A. Peguero, M.D.	1315 E. 6 th Street, Suite 1, Weslaco, Texas 78596	06-June-12	2,070	\$2,626.41	n/a
Knapp Medical Center, Inc.	Alexander P. Sudarshan, M.D.	1315 E. 6 th Street, Suite 5, Weslaco, Texas 78596	02-Feb-12	3,813	\$4,837.23	n/a
Knapp Medical Center, Inc.	Alexander P. Sudarshan, M.D.	1315 E. 6 th Street, Suite 18, Weslaco, Texas 78596	01-Jan-13	1,742	\$2,209.62	n/a

Landlord	Tenant	Address	Lease Type	Rent Commencement Date	Sq. Ft.	Monthly Rent	Security Deposit
Knapp Medical Center, Inc.	Dr. Michael Berg	1330 E. 6 th Street, Suite 303, Weslaco, Texas 78596	Month to month	Dec-08	1,557	\$72.76/day	n/a
Knapp Medical Center, Inc.	Rory Minck, M.D.	1330 E. 6 th Street, Suite 304, Weslaco, Texas 78596	Through 12/31/11	01-Aug-12	1,359	\$2,080.12	n/a
Knapp Medical Center, Inc.	Stylianios Sideris, M.D., P.A.	1330 E. 6 th Street, Suite 305, Weslaco, Texas 78596	Month to month	01-Aug-10	2,326	\$3,560.25	n/a
Knapp Medical Center, Inc.	Driscoll Physicians Group, d/b/a South Texas Pediatric Cardiology Associates	1330 E. 6 th Street, Suite 105, Weslaco, Texas 78596	Month to month	03-Sept-08	1,426	\$72.76/day	n/a
Knapp Medical Center, Inc.	Dr. Hussain Syed	1330 E. 6 th Street, Suite 303, Weslaco, Texas 78596	Month to month	01-Jul-09	1,557	\$72.76/day	n/a
Knapp Medical Center, Inc.	City of Weslaco	Skateboard Park; corner of Bridge Avenue and Eighth Street	Month to month	22-Jun-06	n/a	n/a	n/a
Knapp Medical Center, Inc.	McAllen Surgeons, LLP	1315 E. 6 th Street, Suite 16, Weslaco, Texas 78596	Month to month	01-Jun-11	2,234	\$2,569.10	\$2,569.10
Knapp Medical Center, Inc.	Texas State Bank	ATM Lease; An area 4 feet in length by 4 feet wide at the Knapp Medical Center Hospital – 1401 E. 8 th Street, Weslaco, Texas 78596	Month to month	ATM Installation Date (signed January 19, 2007)	16	n/a	n/a
Knapp Medical Center, Inc.	Physician Reliance, LLC	1330 E. 6 th Street, Suite 204, Weslaco, Texas 78596	Month to month	1-Jan-13	4,291	\$4,325.40	n/a

Landlord	Tenant	Address	Rent Commencement Date	Sq. Ft.	Monthly Rent	Security Deposit
Knapp Medical Center, Inc.	Weslaco Pediatric Dentistry, P.A.	1330 E. 6 th Street, Suite 301, Weslaco, Texas 78596	1-Jan-13	3,666	\$5,611.77	n/a
<i>Lessee</i>						
Plata Properties, Inc.	Knapp Medical Group	La Placita, Suite 1001 and 1002, Hidalgo County, Texas (Elsa Clinic)	15-Mar-10	3,200	\$3,680.00	\$3,680.00
Reyna Family Development, LTD	Knapp Medical Center	Westgate Clinic	Lease signed 11/18/09; commencement date: earlier of (i) 90 days after Tenant provides permits/approval to begin construction or (ii) date Tenant opens for business on premises	2,984	Year 1: \$3,878.95/month; Year 2: \$3,968.47/month; Year 3: \$4,057.98 month	\$3,878.95
Clarfedo, LLC	Knapp Medical Group	702 West Expressway 83, Donna, Hidalgo County, Texas 78537; Unit A-5, Donna Professional Plaza Condominium (Donna Clinic)	01-Feb-10	4,657	\$7,218.35	\$7,218.35
RST Texas Real Estate, L.P.	Knapp Medical Group	1609 N. International Blvd. Unit 203, Weslaco, Hidalgo County, Texas, La Hacienda Plaza	Earlier of (i) 75 days after the construction plans are approved pursuant to Commercial Leasehold Construction Addendum or (ii) the day the Tenant opens for business in the leased premises	1,940	\$2,360.33	\$2,360.33

Schedule 2.8(g)

Physical Condition of Real Property

None.

KMC
00276

Schedule 2.8(h)

Unsatisfied Requests For Material Repairs, Restorations, Or Improvements; Material
Capital Expenditures

None.

KMC
00277

Schedule 2.8(i)(v)

Underground Tanks

Delivery Certificate from Texas Commission on Environmental Quality Petroleum Storage Tank Program for Knapp Medical Center, 1401 E. 8th St., Weslaco, TX 78596 (Owner/Operator #038412) (Facility # 0062995), Expires the last day of February 2013.

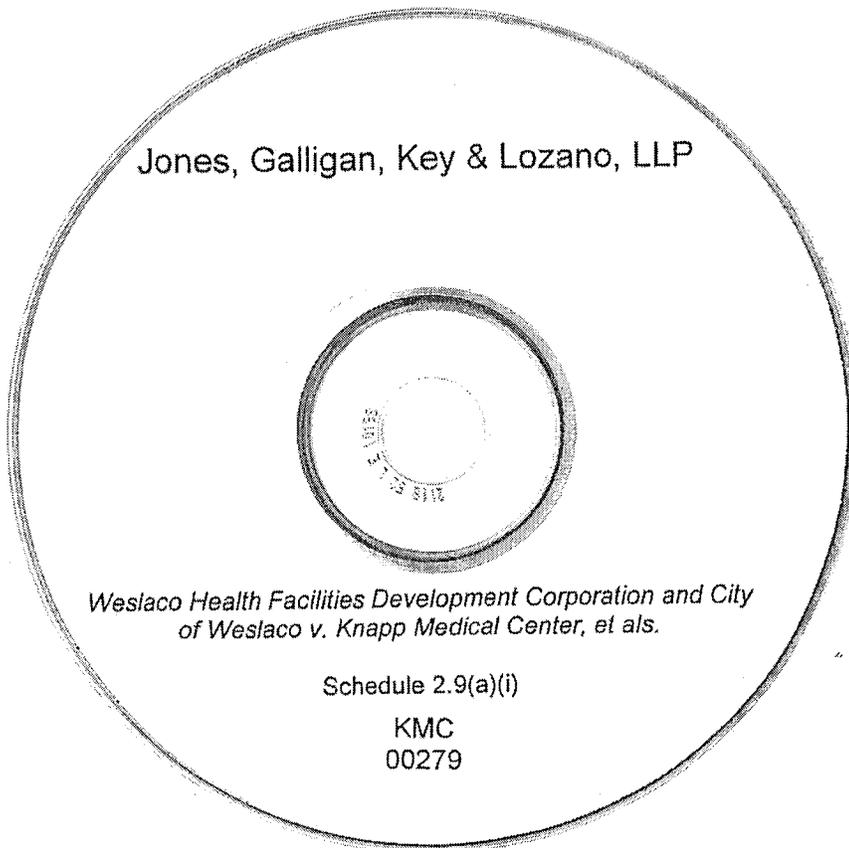
Knapp Medical Center also employs a wastewater tank used for the decontamination drain to flow to so the effluent does not go into the City sewer. The tank is 500 gallons and has been emptied twice in the past five years.

KMC
00278

Schedule 2.9(a)(i)

Personal Property

See File Schedule 2.9(a)(i) included on CD titled Knapp-PHSF Schedules dated November 20, 2012, as Amended on December 28, 2012.



Schedule 2.9(a)(ii)

Personal Property Encumbrances

See File Schedule 2.9(a)(ii) included on CD titled Knapp-PHSF Schedules dated November 20, 2012, as Amended December 28, 2012.



a Wolters Kluwer Business

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Order #: 35656135 / 2
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
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Reference 2: --

Target Name: MID VALLEY PHYSICIANS ASSOCIATION

Jurisdiction: TX, Hidalgo County
Search Type: Fixture Filings Search

Fixture Filing:	Searched: 5 Years	Searched Through: 11/06/2012
Results: No Records Found		Office: Clerk

Disclaimers: --
Comments: --

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Search Key :

Name = MID VALLEY PHYSICIANS ASSOCIATION

Requested Party not on file.

[End of Report]

KMC
00282



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CT Lien Solutions
UCC Search Report

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of TX, Secretary of State, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

This report reflects record effective from Nov. 11,2012

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations, or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = MID VALLEY PHYS

Requested Party not on file.

[End of Report]

KMC
00284



CT Lien Solutions

a Wolters Kluwer Business

KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSCLUWER.CC
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 3
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: KNAPP MEDICAL CENTER INC

Jurisdiction: TX, Secretary of State
Search Type: State Lien Search (All available liens)

UCC Lien:	Searched: 5 Years	Searched Through: 11/11/2012
Results: See attached listing of records found with 37 copies attached.		

Federal Tax Lien:	Searched: 10 Years	Searched Through: 11/11/2012
Results: No Records Found		

Disclaimers: --
Comments: --

This report contains information compiled from sources which CT Lien Solutions considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT Lien Solutions in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

KMC
00285

Date: Nov. 15, 2012

Page: 1

CT Lien Solutions
UCC Search Report

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State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = KNAPP MEDICAL CEN

1	9400013688 Original filed on Jan. 25,1994 expires on Jan. 27,2014	Orig DB	KNAPP MEDICAL CENTER 1401 E EIGHTH ST WESLACO TX 78596
		SecPty	CHASE BANK OF TEXAS NATIONAL ASSOCIATION 600 TRAVIS ST STE 1150 HOUSTON TX 77002
		SecPty	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST HOUSTON TX 77002
		SecPty	JPMORGAN CHASE BANK, AS MASTER TRUSTEE 600 TRAVIS STE 1150 HOUSTON TX 77002
		SecPty	TEXAS COMMERCE BANK N A AS MASTER TRUSTEE 600 TRAVIS ST STE 1150 HOUSTON TX 77002
		SecPty	JPMORGAN CHASE BANK P O BOX 2558 HOUSTON TX 772522558
		Cont	#9900604286 filed on Jan. 11,1999
		Amend	#9900604286 filed on Jan. 11,1999
		Amend	#0200232697 filed on Mar. 20,2002
		Cont	#0400467695 filed on Nov. 03,2003
		Amend	#0400495915 filed on Dec. 01,2003

KMC
00286

Date: Nov. 15, 2012

- Term #0800390653 filed on Dec. 08,2008

Cont #0800408655 filed on Dec. 29,2008

Assignmt #0900072982 filed on Mar. 13,2009
- 2 080039081251 Original filed on Dec. 08,2008
 expires on Dec. 08,2038

Orig DB KNAPP MEDICAL CENTER
 PO BOX 1110
 WESLACO TX 785991110

SecPty THE BANK OF NEW YORK MELLON TRUST COMPANY,
 NATIONAL ASSOCIATION
 601 TRAVIS 18TH FLR
 HOUSTON TX 77002
- 3 080039081362 Original filed on Dec. 08,2008
 expires on Dec. 08,2038

Orig DB KNAPP MEDICAL CENTER
 P O BOX 1110
 WESLACO TX 785991110

SecPty THE BANK OF NEW YORK MELLON TRUST COMPANY,
 NATIONAL ASSOCIATION
 601 TRAVIS 18TH FL
 HOUSTON TX 77002
- 4 080039081473 Original filed on Dec. 08,2008
 expires on Dec. 08,2038

Orig DB KNAPP MEDICAL CENTER
 PO BOX 1110
 WESLACO TX 785991110

SecPty THE BANK OF NEW YORK MELLON TRUST COMPANY,
 NATIONAL ASSOCIATION
 601 TRAVIS 18TH FL
 HOUSTON TX 77002
- 5 090002001698 Original filed on Jan. 21,2009
 expires on Jan. 21,2014

Orig DB KNAPP MEDICAL CENTER
 1401 EAST EIGHTH STREET
 WESLACO TX 78596

SecPty ALCON LABORATORIES, INC.
 6201 S. FREEWAY
 FORT WORTH TX 76134

Collt 1 DEMO INFINITI SYSTEM OZIL W/VIDEOOVERLAY (SERIAL#
 0802765901X)
- 6 090027427485 Original filed on Sep. 30,2009
 expires on Sep. 30,2014

Orig DB KNAPP MEDICAL CENTER
 140 E 8TH STREET

KMC
 00287

Date: Nov. 15, 2012

WESLACO TX 78596

SecPty

STRYKER FINANCE
4664 CAMPUS DR., STE 130
KALAMAZOO MI 49008

Collt

Four (4) Neptune2 Rovers Ultra(s) 120V, One (1) Neptune2 Docking Station (120V) ("Property") together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Property, and all modifications, additions and replacements thereto and any substitutions thereto; and all proceeds of any of the foregoing, including without limitation all insurance proceeds, rents, cash, accounts, instruments and chattel paper related thereto or arising therefrom.

7 100017613574 Original filed on Jun. 18,2010
expires on Jun. 18,2015

Orig DB

KNAPP MEDICAL CENTER ASC, LLC, A TEXAS LIMITED
LIABILITY COMPANY
1330 E. 6TH ST.
WESLACO TX 78596

SecPty

COMPASS BANK
P.O. BOX 10566
BIRMINGHAM AL 35296

Collt

All Equipment, goods and other personal property of the Debtor, whether now owned or hereafter acquired, together with all additions, substitutions and accessories thereto and the proceeds from the sale, leasing or other disposition of such property.

Term

#1200195984 filed on Jun. 20,2012

8 100022044356 Original filed on Jul. 30,2010
expires on Jul. 30,2015

Orig DB

KNAPP MEDICAL CENTER
1401 E 8TH ST
WESLACO TX 78596

SecPty

STRYKER FINANCE
4664 CAMPUS DR STE 130
KALAMAZOO MI 49008

9 110010792637 Original filed on Apr. 11,2011
expires on Apr. 11,2016

Orig DB

KNAPP MEDICAL CENTER
1401 E EIGHTH ST
WESLACO TX 78596

SecPty

SIEMENS HEALTHCARE DIAGNOSTICS
115 NORWOOD PARK SOUTH
NORWOOD MA 02062

KMC
00288

Date: Nov. 15, 2012

Page: 4

- 10 110018246326 Original filed on Jun. 21,2011
expires on Jun. 21,2016
- Orig DB KNAPP MEDICAL CENTER
1401 E EIGHTH STREEET
WESLACO TX 78596
- SecPty SIEMENS FINANCIAL SERVICES, INC.
170 WOOD AVENUE SOUTH
ISELIN NJ 08830
- SecPty SIEMENS DIAGNOSTIC FINANCE CO. LLC
1717 DEERFIELD ROAD
DEERFIELD IL 60015
- Collt The property covered under Supplement to Master
Equipment & Product Agreement be tween Debtor and
Secured Party, including, without limitation, the Equipment
des cribed below (or on Schedule A attached
hereto).Equipment description: Equipmen t QtyADVIA
Centaur XP 1Direct Plumb Kit 1
- Assignmt #1100229415 filed on Aug. 04,2011
- 11 120001924160 Original filed on Jan. 19,2012
expires on Jan. 19,2017
- Orig DB KNAPP MEDICAL CENTER
1401 EAST 8TH STREET
WESLACO TX 78596
- SecPty U.S. BANK, N.A.
777 EAST WISCONSIN AVENUE
MILWAUKEE WI 53202
- SecPty LEASING ASSOCIATES OF BARRINGTON, INC.
33 WEST HIGGINS ROAD, SUITE 1030
SOUTH BARRINGTON IL 60010
- Collt Including but without limitation, One (1) MicroScan
WalkAway 40 Plus Microbiolog y System, including all
attachments and accessories as provided by Siemens Healt
hcare Diagnostics Inc., financed by secured party as LAB to
debtor as Customer u nder Agreement No. 9833000 dated
January 12, 2012 as time to time may be amended or
supplemented. Full assignment of all equipment covered
under Lease Agreement No. 9833000, date d January 12,
2012 as relating to original financing statement.
- Assignmt #1200082910 filed on Mar. 16,2012
- 12 120006092959 Original filed on Feb. 27,2012
expires on Feb. 27,2017
- Orig DB KNAPP MEDICAL CENTER
1401 EAST 8TH STREET
WESLACO TX 78596
- SecPty OPTUMHEALTH BANK, INC.
2525 LAKE PARK BLVD. KMC
00289

Date: Nov. 15, 2012

SALT LAKE CITY UT 84120

SecPty

NOVA BIOMEDICAL
7808 CREEKRIDGE CIRCLE SUITE 250
EDINA MN 55439

Collt

This transaction is a true lease and is not intended by the parties as a secured loan between the parties. The parties agree that this financing statement covers any and all equipment now or hereafter the subject of any agreement or schedule by and between the parties, including, but not limited to, the following equipment contained on or subject to: Commitment Agreement No. VL10048 Together with all substitutions, replacements, accessories, accessions, rent, revenue, insurance and proceeds related to the equipment contained on this filing or any agreement or schedule by and between the parties. Filing is only intended to make the true lease a matter of public record. Secured Party is the owner of all of the equipment now or hereafter the subject of any agreement or schedule by and between the parties together with all proceeds, attachments, parts, accessories, accessions, additions, replacements and any substitutions of, to or for any of the foregoing contained on this filing or any agreement or schedule by and between the parties. The Debtor has no rights, express or implied, to sell, exchange, encumber or otherwise dispose of any equipment contained on this filing or any agreement or schedule by and betw

Assignmt

#1200253283 filed on Aug. 09,2012

13

120027534448 Original filed on Aug. 28,2012
expires on Aug. 28,2017

Orig DB

KNAPP MEDICAL CENTER
1401 E 8TH ST
WESLACO TX 785966640

SecPty

PHILIPS MEDICAL CAPITAL, LLC.
1111 OLD EAGLE SCHOOL ROAD
WAYNE PA 19087

14

120035640142 Original filed on Nov. 12,2012
expires on Nov. 12,2017

Orig DB

KNAPP MEDICAL CENTER
1401 E 8TH STREET
WESLACO TX 78596

SecPty

KARL STORZ CAPITAL, A PROGRAM OF MEDICAL TECHNOLOGY
FINANCE CORPORATION
1111 OLD EAGLE SCHOOL ROAD
WAYNE PA 19087

[End of Report]

KMC
00290

Date: Nov. 15, 2012

Page: 1

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UCC Search Report

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State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = KNAPP MEDICAL CEN

No.	Name	Address	City/State	Zip
---	-----	-----	-----	-----
* 1	KNAPP MEDICAL CENTER	140 E 8TH STREET	WESLACO TX	78596
* 2	KNAPP MEDICAL CENTER	1401 E 8TH ST	WESLACO TX	78596
* 3	KNAPP MEDICAL CENTER	1401 E 8TH ST	WESLACO TX	785966640
* 4	KNAPP MEDICAL CENTER	1401 E 8TH STREET	WESLACO TX	78596
* 5	KNAPP MEDICAL CENTER	1401 E EIGHTH ST	WESLACO TX	78596
* 6	KNAPP MEDICAL CENTER	1401 E EIGHTH STREEET	WESLACO TX	78596
* 7	KNAPP MEDICAL CENTER	1401 EAST 8TH STREET	WESLACO TX	78596
* 8	KNAPP MEDICAL CENTER	1401 EAST EIGHTH STREET	WESLACO TX	78596
* 9	KNAPP MEDICAL CENTER	P O BOX 1110	WESLACO TX	785991110
* 10	KNAPP MEDICAL CENTER	PO BOX 1110	WESLACO TX	785991110
* 11	KNAPP MEDICAL CENTER ASC, LLC, A TEXAS LIMITED LIABILITY COMPANY	1330 E. 6TH ST.	WESLACO TX	78596

[End of Report]

KMC
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CONFIDENTIAL

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

[REDACTED]

11. CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE. (INSTRUCTION D.11)

1. DEBTOR (IF PERSONAL) LAST NAME Knapp Medical Center	FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1401 East Eighth Street	1D. CITY, STATE Weslaco, Texas		1E. ZIP CODE 78596	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS	2D. CITY, STATE		2E. ZIP CODE	
3. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	3A. PREFIX	3B. SUFFIX
3C. MAILING ADDRESS	3D. CITY, STATE		3E. ZIP CODE	
4. SECURED PARTY (IF PERSONAL) LAST NAME Texas Commerce Bank National Association, as Master Trustee	FIRST NAME	M.I.	4C. ZIP CODE 77002	
4A. MAILING ADDRESS 600 Travis Street, Suite 1150	4B. CITY, STATE Houston, Texas			
5. ASSIGNEE OF SECURED PARTY (IF ANY)	5D. CITY, STATE		5C. ZIP CODE	
5A. MAILING ADDRESS				

6. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read instruction B. 6-7.)

See Exhibit A attached hereto.

KMC
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7. CHECK ONLY IF APPLICABLE	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. <input type="checkbox"/>	NUMBER OF ADDITIONAL SHEETS PRESENTED <u>1</u>
8. CHECK APPROPRIATE BOX	8A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION D. 8 ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)		
9. SIGNATURE(S) OF DEBTOR(S)	Knapp Medical Center By: <i>[Signature]</i> President, Board of Directors		THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER) A 013688 JAN 25 12 50 PM '94 SECY OF TEXAS -P2-
SIGNATURE(S) OF SECURED PARTY(IES)	Texas Commerce Bank National Association, as Trustee BY: <i>[Signature]</i>		
10. Return copy to:	NAME: John C. Boehm, Jr. ADDRESS: Fulbright & Jaworski L.L.P. CITY: 600 Congress, Suite 2400 STATE: Austin, Texas 78701 ZIP:		

0 0 0 0 0 1 3 6 8 8

EXHIBIT A

Debtor: Knapp Medical Center

Secured Party: Texas Commerce Bank National Association, *as Trustee*

1. All right, title and interest of the Debtor in and to the receipts, payments, earnings, accounts receivable, gifts (other than gifts restricted by the donor to a purpose inconsistent with the payment of Secured Debt), and contract rights, including any governmental health care programs, and other contract rights now or hereafter owned, held, or possessed by or on behalf of the Obligor, and the proceeds of such items now owned or acquired hereafter.

2. All right, title and interest of the Debtor in and to all money and investment held now or hereafter by the Secured Party for the credit of any fund established under the Master Indenture of Trust and Security Agreement dated as of January 1, 1994, between the Debtor and Secured Party (the "Master Indenture"), except funds specifically excluded from such pledge by the terms of the Master Indenture.

3. Any and all property that may, from time to time hereinafter, by delivery or by writing of any kind, be subjected to the lien and security interest of the Master Indenture by the Debtor or by anyone on its behalf (and the Secured Party is authorized to receive the same at any time as additional security under the Master Indenture), which subjection to the lien and security interest thereof of any such property as additional security may be made subject to any reservations, limitations, or conditions which shall be set forth in a written instrument executed by the Debtor or person so acting on its behalf or by the Secured Party respecting the use and disposition of such property or the proceeds thereof.

0 1 3 6 8 8

JAN 25 12 50 PM '94
SECY OF TEXAS

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00293

THIS STATEMENT IS PRESENTED TO THE FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE. **CONFIDENTIAL**

[REDACTED]

11. CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME KNAFF MEDICAL CENTER	FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1401 EAST EIGHTH STREET	1D. CITY, STATE WESLACO, TEXAS			1E. ZIP CODE 78596

2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS	2D. CITY, STATE			2E. ZIP CODE

3. SECURED PARTY (IF PERSONAL) LAST NAME TEXAS COMMERCE BANK NATIONAL ASSOCIATION, AS MASTER TRUSTEE	FIRST NAME	M.I.		
3A. MAILING ADDRESS 600 TRAVIS STREET, SUITE 1150	3B. CITY, STATE HOUSTON, TEXAS		3C. ZIP CODE 17002	

4. ADDITIONAL SECURED PARTY (IF ANY)				
4A. MAILING ADDRESS	4B. CITY, STATE		4C. ZIP CODE	

5. ORIGINAL FINANCING STATEMENT NUMBER 94-013688	5A. ORIGINAL DATE FILED 1-25-94	6. CHECK IF APPLICABLE	THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED
---	------------------------------------	------------------------	--

7. A. AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM B BELOW. (INSTRUCTION B.7(A))

B. TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM B BELOW. (INSTRUCTION B.7(B))

C. PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM B BELOW. (INSTRUCTION B.7(C))

D. CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))

E. TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL. (INSTRUCTION B.7(E))

F. PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM B BELOW. (INSTRUCTION B.7(F))

G. TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))

CHANGE OF NAME OF SECURED PARTY TO:
CHASE BANK OF TEXAS NATIONAL ASSOCIATION, AS MASTER TRUSTEE
FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION

KMC
00294

9. SIGNATURE(S) OF DEBTOR(S)
CHASE BANK OF TEXAS NATIONAL ASSOCIATION, AS MASTER TRUSTEE
FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION

SIGNATURE(S) OF SECURED PARTY(IES) BY: *Donald Shelton* *AMP+TO*
#1228300

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

99-604286
1/11/99 08:00 AM
Texas Secretary of State

FILED

10. Return copy to:

NAME	CHASE BANK OF TEXAS N.A.
ADDRESS	ATTN: NELDA ROBERTS 53CIN383
CITY	P.O. BOX 2558
STATE	HOUSTON, TEXAS 77252
ZIP	



91030072

CONFIDENTIAL

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

[REDACTED]

11. CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME KNAFF MEDICAL CENTER	FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1401 EAST EIGHTH STREET	1D. CITY, STATE WESLACO, TEXAS		1E. ZIP CODE 78596	

2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS	2D. CITY, STATE		2E. ZIP CODE	

3. SECURED PARTY (IF PERSONAL) LAST NAME TEXAS COMMERCE BANK NATIONAL ASSOCIATION, AS MASTER TRUSTEE	FIRST NAME	M.I.		
3A. MAILING ADDRESS 600 TRAVIS STREET, SUITE 1150	3B. CITY, STATE HOUSTON, TEXAS		3C. ZIP CODE 17002	

4. ADDITIONAL SECURED PARTY (IF ANY)				
4A. MAILING ADDRESS	4B. CITY, STATE		4C. ZIP CODE	

5. ORIGINAL FINANCING STATEMENT NUMBER 94-013688	5A. ORIGINAL D/TE FILED 1-25-94	5. CHECK IF APPLICABLE	THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED.
---	------------------------------------	------------------------	--

7. A. AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))

B. TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(B))

C. PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))

D. CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))

E. TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL. (INSTRUCTION B.7(E))

F. PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))

G. TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))

CHANGE OF NAME OF SECURED PARTY TO:
CHASE BANK OF TEXAS NATIONAL ASSOCIATION, AS MASTER TRUSTEE
FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION

KMC
00295

9. SIGNATURE(S) OF DEBTOR(S)	CHASE BANK OF TEXAS NATIONAL ASSOCIATION, AS MASTER TRUSTEE FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION
SIGNATURE(S) OF SECURED PARTY(IES) BY:	<i>Donald Shelton</i> <i>AMP+TD</i>
	#1228300

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

99-604286

1/11/99 08:00 AM
Texas Secretary of State

FILED

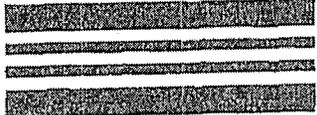


91030072

10. Return copy to:

NAME	CHASE BANK OF TEXAS N.A.
ADDRESS	ATTN: NELDA ROBERTS 530TH363
CITY	P.O. BOX 2558
STATE	HOUSTON, TEXAS 77252
ZIP	

2



02-00232697

03/20/2002 11:19 AM

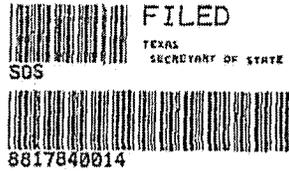
UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Jan Mysinger (713) 216-4650

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jan Mysinger
 JPMorgan Chase Bank
 600 Travis, Suite 1150
 Houston, TX 77002



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 94-00013688

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizes Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
 Chase Bank of Texas National Association, as Master Trustee

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 JPMorgan Chase Bank, as Master Trustee

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS
 600 Travis, Suite 1150
 Houston TX 77002 U.S.A.

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

All right, title, and interest of Debtor in and to the receipts, payments, rents, management fees, earnings (including interest and dividend income) and accounts, including health-care insurance receivables, instruments, general intangibles, including payment intangibles, and investment property (as each of the foregoing are defined in the Uniform Commercial Code), as well as gifts (other than gifts restricted by the donor to a purpose inconsistent with the payment of secured debt of the Debtor) and contract rights of Debtor, including any governmental health care programs (to the extent permitted by law), and other contract rights now or hereafter owned, held, or possessed by or on behalf of Debtor (including real property leases and management agreements), and the proceeds of such items of Debtor, subject to the matters set forth in that certain Amended and Restated Master Indenture of Trust and Security Agreement dated as of July 1, 1997 among Debtor, such other persons as from time to time are Co-Obligors, and Secured Party, as master trustee, as amended (the "Master Indenture"); and (continued at Box 13 of Addendum)

D. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here) and authority of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Chase Bank of Texas National Association, as Master Trustee

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 Mid-Valley Health System, July 1, 1997 Amended & Restated Indenture of Trust

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

94-00013688

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Chase Bank of Texas National Association, as Master Trustee

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME(S) SUFFIX

13. Use this space for additional information

All right, title, and interest of Debtor in and to all money and investments held by the Secured Party under the Master Indenture for the credit of any fund established under the Master Indenture, except funds specifically excluded from such pledge by the terms of the Master Indenture; and

Any and all property that may, from time to time hereinafter, by delivery or by writing of any kind, be subjected to the lien and security interest of the Master Indenture by Debtor, or by anyone on Debtor's behalf, subject to any reservations, limitations, or conditions which shall be set forth in a written instrument executed by Debtor or the person so acting on its behalf or by the Secured Party respecting the use and disposition of such property or the proceeds thereof.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

KMC
00297

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
UCC Direct Services 2727 Allen Parkway Suite 1000 Houston, TX 77019 USA

FILING NUMBER: 04-00467695
 FILING DATE: 11/3/03 2:01:00 PM
 DOCUMENT NUMBER: 46621110016
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR EDI FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 94-00013688		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.			
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6; also give new name and/or new address in item 7. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c			
6. CURRENT RECORD INFORMATION:			
OR	6a. ORGANIZATION'S NAME		
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
OR	7a. ORGANIZATION'S NAME		
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY
7d. TAX ID#: SSN OR EIN	ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION	7f. ORG JURISDICTION
			7g. ORG. ID #, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input checked="" type="checkbox"/> No change <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			
9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment.			
OR	9a. ORGANIZATION'S NAME		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
8. OPTIONAL FILER REFERENCE DATA 9187328			

FILING OFFICE COPY

KMC
00298

04-00495915

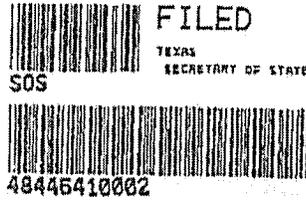
12/01/2003 05:00 PM

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 500224 JPMORGAN1

UCC Direct Services 6016375.1
P.O. Box 29071
Glendale, CA 91209-9071 TXTX



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 9400013688 01-25-94 SS TX

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Chase Bank of Texas National Association, as Master Trustee formerly known as Formerly Known As Texas Commerce Bank N. A.

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
JPMorgan Chase Bank

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS
P.O. Box 2558 LPS 8-1111F-301

CITY Houston STATE TX POSTAL CODE 77252-2558 COUNTRY

7d. TAX ID# (SSN or EIN) ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

KMC
00299

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMorgan Chase Bank

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
6016375.1 Debtor Name: KNAPP MEDICAL CENTER WESLACO HEALTH FACILITIES DEVELOPMENT CO 04002

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/08)

Prepared by UCC Direct Services, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

AFTER FILING RETURN TO:
CT CORPORATION
 4400 Easton Commons Way
 Suite 125
 COLUMBUS, OH 43219

08-00390653

12/08/2008 03:39 PM



FILED

TEXAS SECRETARY OF STATE

SOS



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2

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 94-013688

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 5 and/or 7.
 CHANGE name and/or address; please refer to the related restrictions if regards to changing the name/address of a party. **DELETE** name; Give record name to be deleted in item 6c or 7c. **ADD** name; Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**
 6a. ORGANIZATION'S NAME
 OR
 6c. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**
 7a. ORGANIZATION'S NAME
 OR
 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. REFERENCE INSTRUCTIONS ADDL INFO: ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

KMC 00300

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check box and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 OR
 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 Knapp Medical Center Project 1994 Master Trust Indenture **MN7431852**

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
Weslaco Health Facilities Development Corporation		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only gsa names (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
11d. SEE INSTRUCTIONS			11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> None

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only gsa names (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE

13. This FINANCING STATEMENT covers timber to be cut or as-abstracted collateral, or is filed as a fixture filing.

14. Description of real estate:

15. Additional collateral description:

KMC
00301

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction - effective 30 years
 Filed in connection with a Public-Finance Transaction - effective 60 years

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
 2727 Allen Parkway Suite 1000
 Houston, TX 77019
 USA

FILING NUMBER: 08-00408655
 FILING DATE: 12/29/2008 08:01 PM
 DOCUMENT NUMBER: 241155870003
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR EDI FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **94-00013688**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 6.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in Item 6, also give new name and/or new address in Item 7.

DELETE name: Give record name to be deleted in Item 6a or 6b.

ADD name: Complete Item 7a or 7b, and also item 7c.

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID# (SSN OR ADD'L DEBTOR INFO) 7e. TYPE OF ORGANIZATION 7f. ORG JURISDICTION 7g. ORG. ID#, if any

EIN NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral: No change deleted or added, or give entire restated collateral description, or describe collateral assigned

KMC
00302

9. **NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

34502244

FILING OFFICE COPY

[REDACTED]

09-00072982

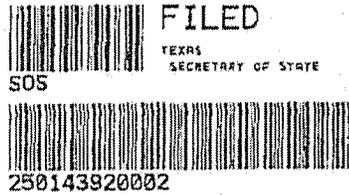
03/13/2009 05:00 PM

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO (Name and Mailing Address) 18047 THE BANK OF NE

CT Lien Solutions 17816218
P.O. Box 29071
Glendale, CA 91209-9071 TTX



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
9400013688 25-JAN-1994 SS TX

D. This FINANCING STATEMENT AMENDMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ASSIGNMENT (FULL or partial) Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

ADD name: Complete item 7a or 7b and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
The Bank of New York Mellon Trust Company, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS 601 Travis Street	CITY Houston	STATE TX	POSTAL CODE 77002
7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
			7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

KMC
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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
JPMorgan Chase Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA
17816218 Debtor Name: KNAPP MEDICAL CENTER 200242-0 Charles Spivey

08-0039081251

12/08/2008 04:25 PM

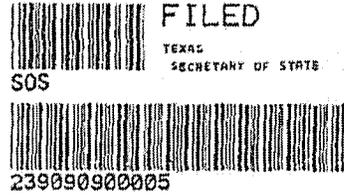
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AFTER FILING RETURN TO:
CT CORPORATION
4400 Easton Commons Way
Suite 125
COLUMBUS, OH 43219



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME OR 1b. INDIVIDUAL'S LAST NAME
1c. MAILING ADDRESS
1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME OR 2b. INDIVIDUAL'S LAST NAME
2c. MAILING ADDRESS
2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME OR 3b. INDIVIDUAL'S LAST NAME
3c. MAILING ADDRESS

4. This FINANCING STATEMENT covers the following collateral: All right, title and interest of the Debtor in and to all amounts at any time deposited in the funds established pursuant to the Trust Indenture (except the Rebate Fund and the Purchase Fund), dated as of December 1, 2008, by and between the Weslaco Health Facilities Development Corporation (the "Issuer") and the Secured Party, pertaining to the Issuer's Variable Rate Hospital Revenue Refunding and Improvement Bonds (Knapp Medical Center Project) Series 2008B, including all investments and reinvestments made with such amounts and the proceeds thereof, and in all of its rights to and interest in such amounts, investments, reinvestments and proceeds.

KMC
00304

5. ALTERNATIVE DESIGNATION (if applicable):
6. The FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)
8. OPTIONAL FILER REFERENCE DATA
Knapp Medical Center (2008B Loan Agreement)

MN7431852

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
Knapp Medical Center		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only ggg names (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
11d. SEE INSTRUCTIONS			ADDT. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
11g. ORGANIZATIONAL ID #, if any					<input type="checkbox"/> None

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only ggg names (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE

13. This FINANCING STATEMENT covers timber to be cut or co-extracted collateral, or is filed as a future filing.

14. Description of real estate:

15. Additional collateral descriptions:

KMC
00305

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMISSION UTILITY
 Filed in connection with a Manufactured Home Transaction - effective 30 years
 Filed in connection with a Public Finance Transaction - effective 30 years

08-0039081362

12/08/2008 04:25 PM

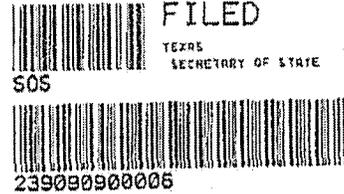
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AFTER FILING RETURN TO:
CT CORPORATION
 4400 Easton Commons Way
 Suite 125
 COLUMBUS, OH 43219



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (1a or 1b) -- do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 OR
 1b. INDIVIDUAL'S LAST NAME

Knapp Medical Center

FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS
 PO Box 1110

CITY STATE POSTAL CODE COUNTRY
 Weslaco TX 78599-1110 USA

1d. SEE INSTRUCTIONS 1a. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any NONE

ADDL INFO RE ORGANIZATION DEBTOR Non-Profit Texas 17413930607

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (2a or 2b) -- do not abbreviate or combine names

2a. ORGANIZATION'S NAME
 OR
 2b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS
 CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS 2a. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any NONE

ADDL INFO RE ORGANIZATION DEBTOR Non-Profit Texas

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 OR
 3b. INDIVIDUAL'S LAST NAME

The Bank of New York Mellon Trust Company, National Association

FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS
 601 Travis, 18th Floor

CITY STATE POSTAL CODE COUNTRY
 Houston TX 77002 USA

4. This FINANCING STATEMENT covers the following collateral:
 All right, title and interest of the Debtor in and to all amounts at any time deposited in the funds established pursuant to the Trust Indenture (except the Rebate Fund and the Purchase Fund), dated as of December 1, 2008, by and between the Weslaco Health Facilities Development Corporation (the "Issuer") and the Secured Party, pertaining to the Issuer's Variable Rate Hospital Revenue Refunding and Improvement Bonds (Knapp Medical Center Project) Series 2008A, including all investments and reinvestments made with such amounts and the proceeds thereof, and in all of its rights to and interest in such amounts, investments, reinvestments and proceeds.

KMC
00306

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Acknowledgment (if appropriate)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE) (optional)

8. OPTIONAL FILER REFERENCE DATA
 Knapp Medical Center (2008A Loan Agreement)

MN7431852

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
OR	Kraus Medical Center		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> None
		11e. TYPE OF ORGANIZATION	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a future filing.

14. Description of real estate:

15. Additional collateral description:

KMC
00307

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured Home Transaction - effective 30 years
 Filed in connection with a Public-Finance Transaction - effective 90 years

08-0039081473

12/08/2008 04:25 PM

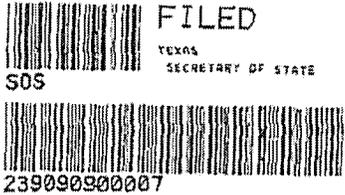
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (Optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AFTER FILING RETURN TO:
CT CORPORATION
 4400 Easton Commons Way
 Suite 125
 COLUMBUS, OH 43219



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 OR Knapp Medical Center

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 PO Box 1110 Wasiaco TX 78599-1110 USA

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any NONE
 Non-Profit Texas 17413930807

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
 OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 OR The Bank of New York Mellon Trust Company, National Association

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 601 Travis, 18th Floor Houston TX 77002 USA

4. This FINANCING STATEMENT covers the following collateral:
 All right, title and interest of the Debtor in and to the Trust Estate established pursuant to the Master Trust Indenture dated as of December 1, 2008 (as supplemented, the "MTI") among Debtor, Such Other Persons as From Time to Time are Members of the Obligated Group, and the Secured Party, such Trust Estate including (i) all Revenues and accounts receivable of the Grantor, including without limitation rights to receive payments from third party payors such as Medicare and Medicaid, except and excluding those items described in the MTI; (ii) all right, title and interest of the Debtor in and to all money and investments held or required to be held for the credit of the funds and accounts established by or under the MTI as described therein; and (iii) any and all property that may, from time to time hereinafter, by delivery or by writing of any kind, be subjected to the lien and security interest of the MTI by the Debtor or by anyone in its behalf, as further described in the MTI.

KMC
00308

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 Knapp Medical Center (Master Indenture)

MN7431852

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR	Knapd Medical Center	
	9b. INDIVIDUAL'S LAST NAME	MIDDLE NAME, SUFFIX
	FIRST NAME	

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

11d. SEE INSTRUCTIONS	ADDL. S/P'S RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> None

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers timber to be cut or so-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

15. Additional collateral description:

KMC
00309

16. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction - effective 90 days
 Filed in connection with a Public Finance Transaction - effective 30 days

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
 2727 Allen Parkway Suite 1000
 Houston, TX 77019
 USA

FILING NUMBER: 09-0002001698
FILING DATE: 01/21/2009 03:01 PM
DOCUMENT NUMBER: 243586440014
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR EDI FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR

1a. ORGANIZATION'S NAME
KNAPP MEDICAL CENTER

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2a. MAILING ADDRESS

1401 EAST EIGHTH STREET

CITY **WESLACO** STATE **TX** POSTAL CODE **78596** COUNTRY **USA**

2b. TAX ID# SSN OR EIN ADDL. DEBTOR INFO RE ORGANIZATION DEBTOR

2c. TYPE OF ORGANIZATION
Non-Profit Corporation

2d. ORG JURISDICTION
TX

2e. ORG ID#, if any
0015170501

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID# SSN OR EIN ADDL. DEBTOR INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. ORG JURISDICTION

2g. ORG. ID#, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME
ALCON LABORATORIES, INC.

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

6201 S. FREEWAY

CITY **FORT WORTH** STATE **TX** POSTAL CODE **76134** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:
 1 DEMO INFINITI SYSTEM OZIL W/WIDE OVERLAY (SERIAL# 0802765801X)

**KMC
00310**

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

6. OPTIONAL FILER REFERENCE DATA
34661980

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 ADDITIONAL FEE (optional)

FILING OFFICE COPY

FILING OFFICE COPY

004-0554664-300 [45340912]
 3. OPTIONAL FILER REFERENCE DATA

4. THE FINANCING STATEMENT IS TO BE FILED (or recorded) in the REAL ESTATE RECORDS (with Address) (if applicable)
 5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSEE, CONSIGNEE/CONSIGNOR, BALE/BALOR, SELLER/BUYER, AG, UEN, NON-UCC FILING, Debtor 1, Debtor 2
 7. CHECK TO REQUEST SEARCH REPORT(S) ON DEBTOR(S) (if optional) [OPTIONAL FEE] (optional)
 8. Check to REQUEST SEARCH REPORT(S) ON DEBTOR(S) (if optional) [OPTIONAL FEE] (optional)

KMC
 00311

4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:
 Four (4) Neptunez Rovers Ultra (120V, One (1) Neptunez Docking Station (120V, ("Property") together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Property, and all modifications, additions and replacements thereto and any substitutions therefor; and all proceeds of any of the foregoing, including without limitation all insurance proceeds, rents, cash, accounts, instruments and chattel paper related thereto or arising therefrom.

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names		1a. ORGANIZATION'S NAME		1b. INDIVIDUAL'S LAST NAME		1c. MAILING ADDRESS		1d. TAX ID# (SSN OR ADDL. DEBTOR INFO RE OR ORGANIZATION DEBTOR)		1e. TYPE OF ORGANIZATION		1f. ORG JURISDICTION		1g. ORG ID #, if any		1h. NONE	
KNAPP MEDICAL CENTER		KNAPP MEDICAL CENTER		OR		140 E 8th Street		140 E 8th Street		Corp.		TX		TX		TX	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names		2a. ORGANIZATION'S NAME		2b. INDIVIDUAL'S LAST NAME		2c. MAILING ADDRESS		2d. TAX ID# (SSN OR ADDL. DEBTOR INFO RE OR ORGANIZATION DEBTOR)		2e. TYPE OF ORGANIZATION		2f. ORG JURISDICTION		2g. ORG ID #, if any		2h. NONE	
4664 Campus Dr., Ste 130		4664 Campus Dr., Ste 130		OR		4664 Campus Dr., Ste 130		4664 Campus Dr., Ste 130		Styker Finance		MI		MI		MI	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)		3a. ORGANIZATION'S NAME		3b. INDIVIDUAL'S LAST NAME		3c. MAILING ADDRESS		3d. TAX ID# (SSN OR ADDL. DEBTOR INFO RE OR ORGANIZATION DEBTOR)		3e. TYPE OF ORGANIZATION		3f. ORG JURISDICTION		3g. ORG ID #, if any		3h. NONE	
4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:		4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:		4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:		4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:		4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:		4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:		4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:		4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:		4. THE FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:	

FILING NUMBER: 09-0027427485
 FILING DATE: 09/30/2009 01:06 PM
 DOCUMENT NUMBER: 277628700001
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 CSC
 Corporation Service Company
 8500 Harbor Heights Parkway
 Suite 400
 Mukilteo, WA 98275
 USA

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

UCC FINANCING STATEMENT

FILING OFFICE COPY

1. DEBTORS EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Knappp Medical Center ASC, LLC, a Texas Limited Liability Company

1b. INDIVIDUAL'S LAST NAME
 FIRST NAME: _____ MIDDLE NAME: _____ SUFFIX: _____

1c. MAILING ADDRESS
 CITY: Westlaco STATE: TX POSTAL CODE: 78596 COUNTRY: USA

1d. TAX ID# (SSN OR ADDL DEBTOR INFO RE ORG. TYPE OF ORGANIZATION)
 TX ID# SSN OR ORG. TYPE OF ORGANIZATION: LLC TX ORG. ID #, if any: 0800996593 NONE

2. ADDITIONAL DEBTORS EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
Compass Bank

2b. INDIVIDUAL'S LAST NAME
 FIRST NAME: _____ MIDDLE NAME: _____ SUFFIX: _____

2c. MAILING ADDRESS
 CITY: Birmingham STATE: AL POSTAL CODE: 35296 COUNTRY: USA

2d. TAX ID# (SSN OR ADDL DEBTOR INFO RE ORG. TYPE OF ORGANIZATION)
 TX ID# SSN OR ORG. TYPE OF ORGANIZATION: _____ TX ORG. ID #, if any: _____ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Compass Bank

3b. INDIVIDUAL'S LAST NAME
 FIRST NAME: _____ MIDDLE NAME: _____ SUFFIX: _____

4. THE FINANCING STATEMENT covers the following collateral:
 All Equipment, goods and other personal property of the Debtor, whether now owned or hereafter acquired, together with all additions, substitutions and accretions thereto and the proceeds from the sale, leasing or other disposition of such property.

5. ALTERNATIVE DESIGNATION (if applicable):
 LESSOR/LESSOR CONSIGNEE/CONSIGNOR SALES/BALOR SETTLER/BUYER AG. LIEN NON-UCC FILING

6. THE FINANCING STATEMENT is to be filed (or record) in the REAL ESTATE RECORDS (check to REQUEST SEARCH REPORT(S) on Debtors) (optional)
 ADDITIONAL FEE (optional) Debtor 1 Debtor 2

7. OPTIONAL FILER REFERENCE DATA

KMC
00312

FILING NUMBER: 10-0017613574
 FILING DATE: 08/18/2010 11:08 AM
 DOCUMENT NUMBER: 312398480001
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 CT Lien Solutions
 2727 Allen Parkway
 Ste. 100
 Houston, TX 77019
 USA

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
 UCC FINANCING STATEMENT

FILING OFFICE COPY

10. OPTIONAL FILER REFERENCE DATA

OR	8b ORGANIZATION'S NAME Compass Bank	8b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	---	---------------------------	------------	-------------	--------

9. NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment, if this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here) and enter name of DEBTOR authorizing this amendment.

KMC
00313

8. AMENDMENT (COLLATERAL CHANGE): check only one box
 Describe collateral: No change deleted or added, or give entire related collateral description, or describe collateral assigned.

17d TAX ID# SSN OR ADOL. DEBTOR INFO 7e. TYPE OF ORGANIZATION	7f. ORG. JURISDICTION	7g. ORG. ID #, if any	<input type="checkbox"/> NONE
---	-----------------------	-----------------------	-------------------------------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
OR	8b ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION	8b ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
---------------------------------------	------------------------	------------	-------------	--------

8. CURRENT RECORD INFORMATION:	8b ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
--------------------------------	------------------------	------------	-------------	--------

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. CHANGE name and/or address. Give current record name in item 6, also give new name in item 6a or 6b. DELETE name. Give record name to be deleted in item 6a or 6b. ADD name. Complete item 7a or 7b, and also item 7c.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 8 (additional period provided by applicable law).

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination.

1a. INITIAL FINANCING STATEMENT FILE # **10-0017613574**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) or recorded (in the REAL ESTATE RECORDS).

FILING NUMBER: 12-00195984
 FILING DATE: 08/20/2012 09:02 AM
 DOCUMENT NUMBER: 426766370001
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

CT Lien Solutions
 2727 Allen Parkway
 Ste. 100
 Houston, TX 77019
 USA

A. NAME & PHONE OF CONTACT AT FILER (optional)
 B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

10-0022044356

07/30/2010 05:00 PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Corporation Service Company 1-800-856-5294

B. SEND ACKNOWLEDGMENT To: (Name and Address)

51859430 - 316710 - 7/29/2010

Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703

RECEIVED
 JUL 30 2010
 CLK 58

Filed In: Texas (S.O.S.)



FILED
 TEXAS
 SECRETARY OF STATE

SOS



318327810006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Knapp Medical Center

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 1401 E. 8th Street CITY Westlaco STATE TX POSTAL CODE 78596 COUNTRY USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corp. 1f. JURISDICTION OF ORGANIZATION TX 1g. ORGANIZATIONAL ID #, if any 15170501 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Stryker Finance

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS 4664 Campus Dr., Ste 130 CITY Kalamazoo STATE MI POSTAL CODE 49008 COUNTRY USA

4. THIS FINANCING STATEMENT covers the following collateral:
 All equipment, inventory, software and other personal property described on the Equipment List or Invoice(s) attached to this financing statement (the "Property"), together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Property, all modifications, additions and replacements thereto and any substitutions therefor; and all proceeds of any of the foregoing, including without limitation all insurance proceeds, rents, cash, accounts, instruments and chattel paper related thereto or arising therefrom.

KMC
 00314

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Assignment (if applicable) 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA 004-0554664-301 51859438

Exhibit "A" to Fee-per Disposable Agreement Number 21239714
 Description of Equipment and Disposables

Customer Name: Knapp Medical Center
 Delivery Address: 1401 E. 8th Street, Weslaco, TX 78596

Part I - Equipment / Service Coverage (if applicable)
 Model Number: _____ Equipment Description: _____ Months: _____
 000-103-000: SNAP II COMPLETE SYSTEM

Total Equipment: \$ 22,100.00

Service Coverage:
 Model Number: _____ Equipment Description: _____ Months: _____ Years: _____
 000-103-000: SNAP II System Service

Total Service Coverage: \$ 9,730.00

Total Financial Amount: \$ 31,830.00

Part II - Disposables

Item Number	Item Description	Semi-Annual Quantity	Disposable Raw Price	Disposable Premium	Price Per Disposable	Total Annual Premium Contribution
000-103-000	SNAP II SYSTEM	247	\$ 220.00	\$ 11,210.00	\$ 45.38	\$ 11,210.00
Total Semi-Annual Premium Contribution:			\$ 3,213.00 plus applicable taxes			\$ 3,213.00 plus applicable taxes
Total Premium Contribution:						\$ 3,213.00 plus applicable taxes

User Signature: _____ Date: 6/30/06 Title: S.V.P. Support Services	Accepted By Stryker Finance, a division of Stryker Sales Corporation Signature: _____ Print Name: _____ Title: _____
--	---

KMC
00315

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Noreen Moroney 914-524-5122

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Siemens Healthcare Diagnostics
 511 Benedict Avenue
 Tarrytown, NY 10591



11-0010792637
 04/11/2011 05:00 PM

FILED
 TEXAS
 SECRETARY OF STATE

SOS




363413340002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY.

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Knapp Medical Center

OR
 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
1401 E. Eighth Street

1d. CITY
Weslaco

1e. STATE
TX

1f. POSTAL CODE
78596

1g. COUNTRY
USA

1g. ORGANIZATIONAL ID #, if any
1-74-1393060-7 NONE

1e. TYPE OF ORGANIZATION
Profit

1f. JURISDICTION OF ORGANIZATION
TX

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. CITY

2e. STATE

2f. POSTAL CODE

2g. COUNTRY

2g. ORGANIZATIONAL ID #, if any NONE

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Siemens Healthcare Diagnostics

OR
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
115 Norwood Park South

3d. CITY
Norwood

3e. STATE
MA

3f. POSTAL CODE
02062

3g. COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:
**Centaur XP
 Serial number IRL18921050**

And all accessories, parts and equipment now and hereafter affixed thereto or used in connection therewith, all replacements or substitutions of any thereof, and all proceeds of all foregoing.

KMC
 00316

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee)

7. All Debtor Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
CSC

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 Corporation Service Company
 801 Stevenson Drive
 Springfield, IL 62703
 USA

FILING NUMBER: 11-0018248326
 FILING DATE: 08/21/2011 01:25 PM
 DOCUMENT NUMBER: 373109030001
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR

1a. ORGANIZATION'S NAME
Knapp Medical Center

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
1401 E Eighth Street

CITY
Weslaco

STATE
TX

POSTAL CODE
78596

COUNTRY
USA

1d. TAX ID# SSN DR EIN

ADDL DEBTOR INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
Non-Profit

1f. ORG JURISDICTION
TX

1g. ORG. ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID# SSN DR EIN

ADDL DEBTOR INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. ORG JURISDICTION

2g. ORG. ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME
Siemens Diagnostic Finance Co. LLC

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
1717 Deerfield Road

CITY
Deerfield

STATE
IL

POSTAL CODE
60015

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:
 The property covered under Supplement to Master Equipment & Product Agreement between Debtor and Secured Party, including, without limitation, the Equipment described below (or on Schedule A attached hereto). Equipment description:
 Equipment Qty ADVIA Centaur XP 1 Direct Plumb Kit 1

KMC
 00317

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 ADDITIONAL FEE (optional)

8. OPTIONAL FILER REFERENCE DATA
21130-UCC-1 GL [59075504]

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
CSC

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
 801 Stevenson Drive
 Springfield, IL 62703
 USA

FILING NUMBER: 11-00229415
FILING DATE: 08/04/2011 04:10 PM
DOCUMENT NUMBER: 381017690001
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE #
11-0018246326

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:
 CHANGE name and/or address: Give current record name in item 6, also give new name and/or new address in item 7.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c.

6. CURRENT RECORD INFORMATION:

6a ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a ORGANIZATION'S NAME	SIEMENS FINANCIAL SERVICES, INC.			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS

170 WOOD AVENUE SOUTH	CITY ISELIN	STATE NJ	POSTAL CODE 08830	COUNTRY USA
------------------------------	------------------------------	---------------------------	------------------------------------	------------------------------

7d. TAX ID#: SSN OR ADDL DEBTOR INFO: EIN **7e. TYPE OF ORGANIZATION** **7f. ORG JURISDICTION** **7g. ORG. ID #, if any**
 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box
 Describe collateral: No change deleted or added, or give entire restated collateral description, or describe collateral assigned

KMC
00318

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this amendment:

9a ORGANIZATION'S NAME	Siemens Diagnostic Finance Co. LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
21130 Debtor: Knapp Medical Center - 6/23/11 DLH [59191721]

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Joanna Fuller 847-428-8550

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Joanna Fuller
 33 West Higgins Road Suite 1030
 South Barrington, IL 60010
 USA

FILING NUMBER: 12-0001924160
FILING DATE: 01/19/2012 09:48 AM
DOCUMENT NUMBER: 404986890002
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR

1a. ORGANIZATION'S NAME
KNAPP MEDICAL CENTER

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
1401 East 8th Street

CITY
Weslaco

STATE
TX

POSTAL CODE
78596

COUNTRY
USA

1d. TAX ID#: SSN OR EIN
 ADDL. DEBTOR INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
NP Corp

1f. ORG JURISDICTION
TX

1g. ORG. ID #, if any
15170501 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID#: SSN OR EIN
 ADDL. DEBTOR INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. ORG JURISDICTION

2g. ORG. ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME
LEASING ASSOCIATES OF BARRINGTON, INC.

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
33 West Higgins Road, Suite 1030

CITY
South Barrington

STATE
IL

POSTAL CODE
60010

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:
 Including but without limitation, One (1) MicroScan WalkAway 40 Plus Microbiology System, including all attachments and accessories as provided by Siemens Healthcare Diagnostics Inc., financed by secured party as LAB to debtor as Customer under Agreement No. 9833000 dated January 12, 2012 as time to time may be amended or supplemented.

KMC
 00319

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEY/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE) (optional)

8. OPTIONAL FILER REFERENCE DATA
9833000

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Joanna Fuller 847-428-8550

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 Joanna Fuller
 33 West Higgins Road Suite 1030
 South Barrington, IL 60010
 USA

FILING NUMBER: 12-00082910
 FILING DATE: 03/16/2012 10:42 AM
 DOCUMENT NUMBER: 413008290002
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE # 12-0001924160 This FINANCING STATEMENT AMENDMENT is to be filed (per record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interests of the Secured Party authorizing the Termination.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interests of the Secured Party authorizing the Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (all or part). Give name of assignor in item 7a or 7b and address of assignor in item 7c, and also give name of assignee in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor Secured Party of record. Check only ONE of these. Also check ONE of the following three boxes and provide appropriate information in items 6 through 7.

CHANGE name and/or address. Give current record name in item 6, also give new name and/or new address in item 7.
 DELETE name. Give record name to be deleted in item 6 or 7.
 ADD name. Complete item 7a or 7b, and also item 7c.

6. **CURRENT RECORD INFORMATION**

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION**

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

U.S. BANK, N.A.

7c. MAILING ADDRESS

777 EAST WISCONSIN AVENUE MILWAUKEE WI 53202 USA

STATE: WI POSTAL CODE: 53202 COUNTRY: USA

7d. TYPE OF ORGANIZATION Debtor Secured Party of record NONE

8. **AMENDMENT (COLLATERAL CHANGE):** Check only ONE box.
 Describe collateral: No change deleted or added, or give entire revised collateral description, or describe collateral assigned

Full assignment of all equipment covered under Lease Agreement No. 9833000, dated January 12, 2012 as relating to original financing statement.

9. **NAME OF SECURED PARTY RECORD AUTHORIZING THIS AMENDMENT** (Name of assignor, if this is an ASSIGNMENT; if this is an Amendment authorized by Debtor, check name of Debtor; if this is a Termination authorized by a Debtor, check name of Debtor, check name of Debtor authorizing this amendment.)

9a. ORGANIZATION'S NAME
 LEASING ASSOCIATES OF BARRINGTON, INC.

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**
 9833000

FILING OFFICE COPY

KMC
 00320

FILING OFFICE COPY

Reg 6542

8. OPTIONAL FILER REFERENCE DATA

a. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable).
 b. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING
 c. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 ADDITIONAL FEE (optional)

Together with all substitutions, replacements, accessories, accessions, rent, revenue, insurance and proceeds related to the equipment contained on this filing or any agreement or schedule by and between the parties.

Commitment Agreement No. VL10048

KMC
00321

4. This FINANCING STATEMENT covers the following collateral:
 This transaction is a true lease and is not intended by the parties as a secured transaction. Filing is only intended to make the true lease a matter of public record. Secured Party is the owner of all of the equipment now or hereafter the subject of any agreement or schedule by and between the parties together with all proceeds, attachments, parts, accessories, accessions, additions, replacements and any substitutions of, to or for any of the foregoing contained on this filing or any agreement or schedule by and between the parties. The Debtor has no rights, express or implied, to sell, exchange, encumber or otherwise dispose of any equipment contained on this filing or any agreement or schedule by and between the parties. The parties agree that this financing statement covers any and all equipment now or hereafter the subject of any agreement or schedule by and between the parties, including, but not limited to, the following equipment contained on or subject to:

7808 CreekrIDGE Circle Suite 250

3c. MAILING ADDRESS
 CITY: Edina STATE: MN POSTAL CODE: 55439 COUNTRY: USA

3b. INDIVIDUAL'S LAST NAME: OR
 Nova Biomedical
 3a. ORGANIZATION'S NAME:

9. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

2a. TAX ID: SSN OR ADDL DEBTOR INFO RE OR ORGANIZATION DEBTOR EIN
 2b. TYPE OF ORGANIZATION
 2c. ORG JURISDICTION
 2d. ORG. ID #, if any NONE

2c. MAILING ADDRESS
 CITY: STATE: POSTAL CODE: COUNTRY:

2b. INDIVIDUAL'S LAST NAME: OR
 2a. ORGANIZATION'S NAME:

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

1a. TAX ID: SSN OR ADDL DEBTOR INFO RE OR ORGANIZATION DEBTOR EIN
 1b. TYPE OF ORGANIZATION
 1c. ORG JURISDICTION
 1d. ORG. ID #, if any NONE

1c. MAILING ADDRESS
 CITY: Weslaco STATE: TX POSTAL CODE: 78596 COUNTRY: USA

1b. INDIVIDUAL'S LAST NAME: OR
 KNAPP MEDICAL CENTER
 1a. ORGANIZATION'S NAME:

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

A. NAME & PHONE OF CONTACT AT FILER (optional)
 CreekrIDGE Capital LLC 877-286-7902
 B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 Nova Biomedical
 7808 CreekrIDGE Circle
 Ste 250
 Edina, MN 55439
 USA

FILING NUMBER: 12-0006092859
 FILING DATE: 02/27/2012 01:08 PM
 DOCUMENT NUMBER: 410280350002
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 CreekrIDGE Capital LLC 877-286-7902

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CreekrIDGE Capital LLC
 7808 CreekrIDGE Circle
 Ste 250
 Edina, MN 55439
 USA

FILING NUMBER: 12-00253283
FILING DATE: 08/09/2012 01:45 PM
DOCUMENT NUMBER: 438411610002
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **12-0006092959**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6; also give new name and/or new address in item 7.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c.

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	OPTUMHEALTH BANK, INC.			

7c. **MAILING ADDRESS:**

2525 LAKE PARK BLVD.	SALT LAKE CITY	UT	84120	USA
-----------------------------	-----------------------	-----------	--------------	------------

7d. TAX ID#: SSN OR ADDL DEBTOR INFO 7e. TYPE OF ORGANIZATION 7f. ORG JURISDICTION 7g. ORG. ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral No change deleted or added, or give entire restated collateral description, or describe collateral assigned

KMC
00322

9. **NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this amendment

9a. ORGANIZATION'S NAME				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	Nova Biomedical			

10. **OPTIONAL FILER REFERENCE DATA**

Knapp Medical Center, 1114800-001

FILING OFFICE COPY

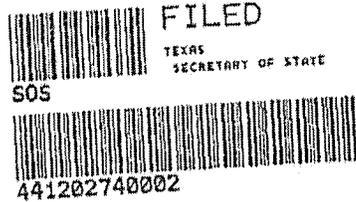
UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Tim Farina 610-386-5000 Ext-3028

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Lease Direct
PO Box 4000
Johnston, IA 50131-9854



12-0027534448
08/28/2012 05:00 PM



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
KNAPP MEDICAL CENTER

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
1401 E 8TH ST
WESLACO TX 78596-6640 USA

1d. TYPE OF ORGANIZATION
CORPORATION

1e. JURISDICTION OF ORGANIZATION
TX

1f. ORGANIZATIONAL ID #, if any
15170501 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. TYPE OF ORGANIZATION

2e. JURISDICTION OF ORGANIZATION

2f. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of Total ASSIGNEE of ASSIGNOR SPA) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
PHILIPS MEDICAL CAPITAL, LLC

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
1111 OLD EAGLE SCHOOL ROAD
WAYNE PA 19087 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL EQUIPMENT LEASED OR FINANCED BY SECURED PARTY TO OR FOR DEBTOR
PURSUANT TO SECURED PARTY'S CONTRACT NUMBER 101-10000647, TOGETHER WITH
ALL ADDITIONS, ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS TO OR FOR
THE SAME, AND ALL PROCEEDS OF THE FOREGOING.

THIS FILING RELATES ONLY TO THE AFOREMENTIONED COLLATERAL, AND IS NOT
INTENDED TO CREATE OR PERFECT A LIEN ON ALL OF THE DEBTOR'S ASSETS.

KMC
00323

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BALOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Yes No

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2 (optional)

8. OPTIONAL FILER REFERENCE DATA
SOS: 15.00 (filing fee)

International Association of Commercial Administrators (IACA)

This stamp is applied to this record by the Secretary of State of Texas. All or parts of the text of this original document were not clearly legible and may produce an illegible reproduction.

12-0035640142

11/12/2012 05:00 PM

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY

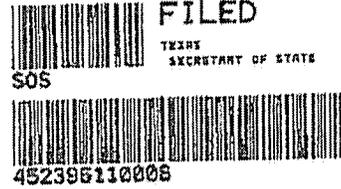
A. NAME & PHONE OF CONTACT AT FILER (optional)
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

71168962 - 335860
 Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703

RECEIVED
 NOV 12 2012
 CLK 82

Filed In: Texas (S.O.S.)



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME **KNAPP MEDICAL CENTER**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **1401 E 8TH STREET** CITY **WESLACO** STATE **TX** POSTAL CODE **78596** COUNTRY **USA**

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **Non-Profit** 1f. JURISDICTION OF ORGANIZATION **TX** 1g. ORGANIZATIONAL ID #, if any **0015170501** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME **KARL STORZ CAPITAL, a Program of Medical Technology Finance Corporation**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **1111 Old Eagle School Road** CITY **Wayne** STATE **PA** POSTAL CODE **19087** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:
 THE COLLATERAL DESCRIBED IN QUOTATION NO. 40407833 ATTACHED HERETO AND MADE PART HEREOF, INCLUDING ALL ADDITIONS, ATTACHMENTS, ACCESSIONS, SUBSTITUTIONS, REPLACEMENTS AND PROCEEDS OF SUCH COLLATERAL.

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5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. THE FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (Additional Fee) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA **MED105080** 71168962



KARL STORZ Endoscopy-America, Inc.
 2151 E. Grand Avenue
 El Segundo, CA 90245
 US

Phone: 424-218-8100
 800-421-0837
 Fax: 800-321-1304

Quotation

Ship To: 307784
 Knapp Medical Center
 1401 E 8th St
 WESLACO TX 78596-6640
 USA

**Quotation No.
 40407833**

Sold To: 107245
 Knapp Medical Center
 Attn: Accounts Payable
 PO Box 1110
 WESLACO TX 78599
 USA

Information
 Quote Expires on 08/10/2012
 Document Date 06/05/2012
 Sales Rep Name Humberto R Cardenas
 Sales Rep Ext 6060
 Sales Rep Email Humberto.Cardenas@karlstorz.com
 Sales Rep Cell 956-998-9016

Attention
 TAMARA LEONARD

Details for Quotation # 40407833

Line	Material / Description	Qty	List Price	Customer Selling Price	Extended Price
1	9426L 26" WIDEVIEW HD LED HIGH BRIGHT FLAT PANEL MONITOR, 16:9 1920X1080 RESOLUTION <i>Use in Integration Rooms may require additional cabling and installation costs.</i> * Manufacturer's Warranty - 2 years	8	13,225.00	5,250.00	42,320.00
2	22220055-3 IMAGE 1 HS-Z HIGH DEFINITION 3-CHIP CAMERA HEAD, NTSC, CE, 2X PARFOCAL ZOOM * Manufacturer's Warranty - 2 years	6	24,111.00	9,644.40	57,866.40
3	39301HCTS STERRAD COMPATIBLE HIGH DEFINITION CAMERA TRAY, 15.48" X 10.10" X 2.41" * Manufacturer's Warranty - 1 year	6	686.00	363.58	2,181.48
4	498NE LIGHT CABLE, 4.8MM X 300CM (9.8') * Manufacturer's Warranty - 1 year	8	743.00	363.79	2,382.74
5	22201014U110 IMAGE 1 HD CCU W/ DVI OUTPUT AND IMAGE CAPTURE MODULE, NTSC * Manufacturer's Warranty - 2 years I. IMAGE1 HD CCU WITH DVI OUTPUT: \$9,166.00 B. INTEGRATED IMAGE CAPTURE MODULE	4	37,670.00	12,807.60	51,231.20

© TAMARA LEONARD L: P: N: (Humberto R. Cardenas) E: Humberto.Cardenas@karlstorz.com K: 5010



KARL STORZ Endoscopy-America, Inc.
 2151 E. Grand Avenue
 El Segundo, CA 90245
 US

Phone: 424-218-8100
 800-421-0837
 Fax: 800-321-1304

Quotation No. 40407833

Details for Quotation # 40407833					
Line	Material / Description	Qty	List Price	Customer Selling Price	Extended Price
	ALLOWS FOR STILLS & VIDEO CAPTURE TO AN EXTERNAL USB MEDIA DEVICE: \$4,810.81				
6	9601HD VIDEO TOWER W/ ARTICULATING ARM FOR FLAT PANEL MONITOR AND ISO TRANSFORMER * Manufacturer's Warranty - 1 year	4	8,889.00	2,893.38	11,573.52
7	9401A-XLR VARIABLE HEIGHT SECONDARY MONITOR STAND WITH XLR COIL FOR 9426L / 9428LD * Manufacturer's Warranty - 1 year	4	3,115.00	1,245.00	4,984.00
8	647DF-KT 33' (10M) DVI-D FIBER OPTIC CABLE AND RIGHT ANGLE ADAPTER KIT The kit part number is composed of the following products: 647DF 33' (10M) DVI-D FIBER OPTIC CABLE * Manufacturer's Warranty - 1 year 647D90 DVI-D RIGHT ANGLE ADAPTER, MALE TO FEMALE * Manufacturer's Warranty - 1 year	4	862.00	474.10	1,896.40
				List Price	453,184.00
				Sell Price Discount	-278,768.28
				Sell Price Subtotal	174,415.74
				Quote Total	174,415.74
<p><i>This is not a customary discount; there are special circumstances which justify the volume or special discount herein.</i></p> <p><i>I accept the terms and conditions of this quotation.</i></p> <p>Signed _____ Name: _____ Title: _____ Phone: _____ Date: _____</p> <p>Sales Tax: Sales tax will be added to the invoice total unless we have an exemption certificate on file for the "Ship-to" entity. Freight: The freight charge will be calculated during the shipment process and will be included on the invoice.</p>					

CONFIDENTIAL



KARL STORZ Endoscopy-America, Inc.
2151 E. Grand Avenue
El Segundo, CA 90245
US

Phone: 424-218-8100
800-421-0837
Fax: 800-321-1304

Quotation No. 40407833

QUOTE TOTAL: \$174,415.74
(Excludes applicable freight/tax)

FINANCING OPTIONS

KARL STORZ CAPITAL ("KSC"), the captive finance arm of KSEA specializes in providing our customers with the basic and customized financial solutions necessary to meet their fiscal and technological requirements.

Our field based KSC Finance Managers are ready to meet with you to develop a plan specific to your needs to help you service your patients while meeting the economic challenges of today and tomorrow.

For additional information on how we can best help you acquire your KSEA equipment, please ask your KSEA Sales Executive or contact us directly at 800-421-0837 ext. 8258.

KARL STORZ CAPITAL
...PROVIDING SOLUTIONS, CREATING RELATIONSHIPS

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KARL STORZ ENDOSCOPY - AMERICA, INC. TERMS AND CONDITIONS

- ORDERS:** Orders are to be placed with the Customer Support Department of KARL STORZ Endoscopy-America, Inc. (KSEEA) or with its sales firm. However, orders will only be accepted by KSEEA's Customer Support Department in Escondido, California and only on the condition that in the event of any conflicting, inconsistent and/or additional provisions in a Customer purchase order or other document, the within Terms and Conditions will supersede and prevail and such conflicting, inconsistent and/or additional provisions shall be of no force or effect; KSEEA hereby objects to such other provisions or terms proposed by Customer. By accepting delivery of products, and/or the performance of services, from KSEEA, and/or by paying for same, Customer agrees that notwithstanding anything to the contrary in Customer's own purchase order or other document, Customer accepts and agrees to the within Terms and Conditions, all of which constitute the sole and entire Agreement of KSEEA and Customer, unless and to the extent modified and/or superseded by an agreement in writing signed by both Customer and an authorized representative of KSEEA.
- PRICES:** Prices are subject to change without notice. Nevertheless, prices in effect at the time that an order is accepted will prevail. When quotations are valid for 60 days unless otherwise specified. All applicable taxes, as well as shipping and/or handling charges, will be added to the invoice.
- TERMS:** Shipments are F.O.B. shipping point, freight prepaid by KSEEA and added to the invoice. Unless modified in writing, invoices are due and payable upon receipt and 30 days. A finance charge may be assessed on all unpaid invoices over 30 days equal to one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. Any and all collection expenses, including reasonable attorney fees, which are incurred by KSEEA to enforce payment of any sums due from Customer and/or to enforce collection of payments purchased from KSEEA, but not paid for, will be borne by Customer. All controversies, disputes and claims, shall be adjudicated by a court of competent jurisdiction with the County of Los Angeles, State of California or the United States District Court, Central District of California, which courts shall have exclusive jurisdiction of such matters. All transactions by and between Customer and KSEEA shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles. The validity or enforceability of any of the within Terms and Conditions will not affect the validity or enforceability of any other agreement in writing between Customer and KSEEA. Amounts payable to KSEEA for the purchase, lease, or use of products and/or services are not subject to withholding, set-off, or counter-claims under any circumstances without prior written consent of KSEEA.
- SECURITY INTEREST:** Until Customer has paid KSEEA in full for all products purchased pursuant to an order, KSEEA shall have, and Customer hereby grants to KSEEA, a security interest in all products purchased, pursuant to such order, and in all proceeds therefrom (including that which Customer receives as payment from a lessor or third party for or as a result of any damage to or loss of said products), to secure payment of the entire purchase price for all products sold, shipped and delivered to Customer pursuant to such order, and to secure all costs, expenses or other charges relating thereto which are payable by Customer to KSEEA. Customer is required to execute and deliver such documents, as required and requested by KSEEA, to perfect KSEEA's security interest(s).
- SHIPMENT:** Although KARL STORZ products are carefully packed to minimize in-transit damage, all shipments should be carefully examined upon receipt and if a product is damaged, Customer must document the damage and notify of the damage and immediately contact KSEEA. A completed loss or damage in transit, damaged, Customer must notify KSEEA immediately and KSEEA, upon receipt of an invoice, if shipments are received short, Customer must contact KSEEA's Customer Support Department at once. KSEEA reserves the right to make partial shipments on any Order. Invoices for partial shipments are payable upon receipt. KSEEA is not liable for any damage caused by or attributable to delays and/or non-delivery due to any cause whatsoever.
- RETURN POLICY:** A return merchandise authorization (RMA) must be obtained from KSEEA's Customer Support Department prior to returning any products. When phoning or writing KSEEA, for an RMA, the Customer Support Representative must be provided with: (1) Customer name and number, as it appears on the invoice; (2) the telephone number and the person to contact; (3) the applicable P.O. number; (4) the KARL STORZ catalog number and, if applicable, the serial number for each product; and (5) the reason for the return. KSEEA reserves the right to refuse or return any products sent back to KSEEA without prior authorization of its Customer Support Department. Returns must be carefully packed and shipped pre-paid to KSEEA, at: RMA customer, KSEEA's Customer Support Department will provide the return address and the RMA number. When returning products, Customer should include a copy of the original invoice or packing slip to ensure prompt issuing of credit. Full credit will only be issued for products that are returned within 30 days of invoice date and to large as such items are unused, in resalable condition and in their original product container. All products returned after 30 days from the date of invoice are subject to a 15% restocking fee. Shipping charges will be reimbursed, restocking fees will not be charged and full credit will be given if the return was due to an error on the part of KSEEA. The following products may not be returned for credit or exchange: (1) products used longer than 30 days from invoice date; (2) single packaged products where the package is opened and/or damaged; (3) discontinued products; (4) instruments that are used or exposed by Customer; (5) products damaged by the Customer; (6) products purchased "as is" or as demo products; and (7) used products. In order to prevent the transmission of disease to the medical facilities under KSEEA's personnel, all products used, all products used and then sterilized and/or disinfected before being returned to KSEEA, who reserves the right to return unclean and contaminated products to the Customer. Additionally, if any product becomes damaged and is not immediately returned, KSEEA assumes no responsibility or liability for Customer's continued use of that damaged product. KSEEA does not guarantee the performance, and may decline to repair or accept for replacement, any product that has been repaired, modified and/or altered by any person or entity other than KSEEA or an authorized agent of KSEEA.
- INSTALLATION, PREVENTATIVE MAINTENANCE, AND OTHER SERVICES:** Subject to resource availability, KSEEA may, in its sole discretion, (1) train and equip the product, perform preventive maintenance services, provide on-site or remote troubleshooting services and other services, (2) provide software updates and (3) provide training in case of back orders.
- TRAINING:** To the extent reasonable as to the complexity and quantity of products, KSEEA will provide training regarding the proper use of products at or near the time of delivery or installation, as applicable. KSEEA may also provide additional training regarding the proper use of products upon Customer's request, in KSEEA's sole discretion and subject to availability of KSEEA personnel.
- REPAIR PROGRAM:** If repairs become necessary, for other than damage incurred during initial shipment, the Customer must follow the RMA procedure set forth in the "Return Policy" in Section 6, above. Warranty repairs will be made without charge upon "Warranty Policy" Section 10 below, for covered repairs. All other repairs are subject to KSEEA's applicable standard repair or exchange charges. If requested, Customer will be advised of the estimated cost of the repair work or a product exchange before it is undertaken. All repairs carry a 90 day warranty. Exchange products carry the applicable KARL STORZ product warranty. If the damaged product is not returned within thirty (30) days of receipt of the replacement product, Customer will be invoiced for the full list price of the replacement. Subject to the availability of product, KSEEA may, in its sole discretion, provide Customer with interim product while non-warranty repairs are being made. Subject to resource availability, KSEEA may, in its sole discretion, perform other non-warranty repairs without charge. KSEEA reserves the right to refuse or return any product sent back without prior authorization of KSEEA's Customer Support Department.
- WARRANTY PERIOD:** Except as otherwise provided herein under the applicable warranty information for a specific product or type of product, all products are generally warranted to be in good working order at the time of delivery and free from defects in workmanship and materials for the term (1) year from date of delivery. However, most items carry a shorter or a longer warranty period. Customer should check with KSEEA's Customer Support Department or product specific literature, instruction manual and/or labeling for the exact warranty period. Any such products with a defect occurring during the applicable warranty period will be promptly repaired or, at the sole discretion of KSEEA, replaced at no charge to Customer. Subject to availability of product, KSEEA may, in its sole discretion, provide Customer with interim product while the defective product is being repaired or replaced during warranty period. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND/OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS AND/OR OF SUITABILITY FOR A PARTICULAR PURPOSE, WITH RESPECT TO ALL KARL STORZ PRODUCTS OR SERVICES. ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS AND/OR GUARANTEES, OF ANY TYPE, NATURE OR EXTENT, BE IT IMPLIED, EXPRESS AND/OR STATUTORY ARISING UNDER OR AS A RESULT OF ANY STATUTE, LAW, COMMERCIAL USAGE, CUSTOM, TRADE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. Any contrary course of performance by and between the parties will not modify any representations and/or warranties set forth herein. KSEEA neither assumes nor authorizes any person to assume for it any other liability in connection with and/or related to the sale and/or use of its products. To ensure proper use, handling and care of KARL STORZ products, Customer should consult the product specific literature, instruction manual, and/or labeling included with the product or otherwise available. Repairs, modifications or alterations of KARL STORZ products, performed by any person or entity, other than by KSEEA or an authorized repair facility of KSEEA, nullifies and terminates all applicable KARL STORZ warranties. Repair or replacement of a KARL STORZ product shall not exceed the term of any applicable warranty. The remedies provided herein are Customer's exclusive remedies under this Warranty Policy.
- LIMITATION OF LIABILITY:** KSEEA is not liable, either directly or by way of express or implied indemnity, for: (1) any damages which might arise or be caused, whether by the Customer or by any of the users of the products provided by KSEEA, as a result of, in connection with, or otherwise attributable to: (a) misuse, abuse, misdiagnosis and/or improper operation and/or storage; (b) repairs, servicing, modifications and/or alterations performed by any person or entity, other than KSEEA or an authorized repair facility of KSEEA; (c) use in combination with adapters, accessories and/or equipment from other manufacturers unless authorized or recommended by KSEEA; (d) use in any manner other than those for which such products are designed and are otherwise intended to be used; or (e) a failure to comply with power and grounding specifications provided by KSEEA and, (2) any special, incidental, consequential, punitive, exemplary or indirect damages, including but not limited to alleged damages for delayed shipment, non-delivery, product failure, product design or production liability to use such products or services, loss of future business (past profits), or loss of any other claim, whatsoever, in connection with or arising from the purchase, sale, lease, rental, installation or use of KARL STORZ products, even if KSEEA has been advised of the possibility of such damages. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND DISCLAIMERS OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, SO THE LIMITATIONS AND/OR EXCLUSIONS, SET FORTH IN THESE TERMS AND CONDITIONS, MAY NOT APPLY. IN THAT EVENT, KSEEA'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW IN THE SUBJECT JURISDICTION.
- DISCOUNTS AND REPAIRS:** The dollar value of discounts and rebates (if any) provided by KSEEA to Customer are intended to be discounts or reductions in price described in and in accordance with 42 U.S.C. Section 1395y-110a (HSA) and 42 C.F.R. Section 1001.802(a). Customer has an obligation to accurately record and may have an obligation to report (at such intervals in accordance with the Department of Health and Human Services ("DHHS") or other federal agency, state agencies, or other payers, as applicable. Customer acknowledges that this section is intended to effectively advise Customer of its obligations under applicable federal and state laws and regulations.
- SOFTWARE OWNERSHIP AND LICENSING:** With respect to products provided by KSEEA and/or its affiliated entities (collectively, "KARL STORZ") and containing software components, Customer is granted a non-exclusive, limited, non-transferable license (the "License") to use the program(s), logic, computer programs and/or software, including software developed by or on behalf of KARL STORZ (KARL STORZ Software) and/or software developed by or on behalf of a third party ("Third Party Software") (collectively, "Software") embedded in, or for use in conjunction with, such products, hardware, but only in the form in which delivered to Customer and for the sole purpose of operating in accordance with KARL STORZ written instructions for the products provided to Customer (and for no other product or purpose). The Software, and all modifications, enhancements and upgrades thereto, will, at all times, remain the property of KARL STORZ or the applicable third party. Customer may not duplicate, copy, reverse-engineer, de-compile, or disassemble the Software or in any way modify the Software. Customer has no right to, and may not, create derivatives of the Software, and Customer may not attempt to copy, create or re-create the source code of the Software. Any and all such actions or endeavours to the Software by Customer, in connection with the License, will immediately terminate the sole property of KARL STORZ. Customer hereby acknowledges and agrees that: (a) the purchase, lease or other acquisition of products does not constitute a transfer of the Software; (b) the Software is the property of KARL STORZ or the applicable third party; (c) Customer neither owns nor acquires any interest in any copyright, patent or other intellectual property rights in or to the Software and the ownership rights therein, in all cases, regardless of the form or media in or on which the original or copy of the Software may exist; and (d) by using the products, Customer is subject to, and is bound by, the terms of any separate third party license agreement relating to the Third Party Software. In the event of a failure of Customer or its agents, employees or representatives, to comply with any terms and conditions of the License herein granted, the License will, without any further action by KARL STORZ or any other party, immediately and terminate.



a Wolters Kluwer Business

KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSKLUWER.CC
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 5
Customer #: 403796 / --
Date: 11/15/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: -

Target Name: THE KNAPP SURGERY CENTER

Jurisdiction: TX, Secretary of State
Search Type: State Lien Search (All available liens)

UCC Lien:	Searched: 5 Years	Searched Through: 11/11/2012
Results: No Records Found		

Federal Tax Lien:	Searched: 10 Years	Searched Through: 11/11/2012
Results: No Records Found		

Disclaimers: --
Comments: --

This report contains information compiled from sources which CT Lien Solutions considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT Lien Solutions in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

Date: Nov. 15, 2012

Page: 1

CT Lien Solutions
UCC Search Report

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of TX, Secretary of State, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

This report reflects record effective from Nov. 11,2012

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations, or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = KNAPP SUR

Requested Party not on file.

[End of Report]

KMC
00330



CT Lien Solutions

a Wolters Kluwer Business

KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSKLUWER.CO
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 4
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: KNAPP MEDICAL CENTER INC

Jurisdiction: TX, Hidalgo County
Search Type: Fixture Filings Search

Fixture Filing:
Results: No Records Found

Searched: 5 Years

Searched Through: 11/06/2012
Office: Clerk

Disclaimers: --
Comments: --

This report contains information compiled from sources which CT Lien Solutions considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT Lien Solutions in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

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a Wolters Kluwer Business

KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext. 84539
KELLY.OCONNELL@WOLTERSKLUIWER.CO
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 6
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: THE KNAPP SURGERY CENTER

Jurisdiction: TX, Hidalgo County
Search Type: Fixture Filings Search

Fixture Filing:	Searched: 5 Years	Searched Through: 11/06/2012
Results: No Records Found		Office: Clerk

Disclaimers: --
Comments: --

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KMC
00332

Date: Nov. 15, 2012

Page: 1

CT Lien Solutions
UCC Search Report

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This report reflects record effective from Nov. 11,2012

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State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = THE KNAPP SURGERY CENTER

Requested Party not on file.

[End of Report]

KMC
00333



a Wolters Kluwer Business

KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSCLUWER.CC
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 7
Customer #: 403796 / --
Date: 11/15/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: KNAPP MEDICAL GROUP

Jurisdiction: TX, Secretary of State
Search Type: State Lien Search (All available liens)

UCC Lien:	Searched: 5 Years	Searched Through: 11/11/2012
Results: No Records Found		

Federal Tax Lien:	Searched: 10 Years	Searched Through: 11/11/2012
Results: No Records Found		

Disclaimers: --
Comments: --

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Date: Nov. 15, 2012

Page: 1

**CT Lien Solutions
UCC Search Report**

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of TX, Secretary of State, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

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State of TX, Secretary of State UCC Debtor Name Search results performed on the following

Search Key :

Name = KNAPP MEDICAL GROUP

Requested Party not on file.

[End of Report]

KMC
00335



a Wolters Kluwer Business

KELLY O'CONNELL
Baltimore Team 1
351 W. Camden Street,
7th Floor
Baltimore MD 21201
(800) 777-8567 Ext.84539
KELLY.OCONNELL@WOLTERSCLUWER.CO
M

Search Results

NORMA CASAS
JONES, GALLIGAN, KEY & LOZANO,
LLP
2300 WEST PIKE BLVD.
SUITE 300
WESLACO TX 78596

Order #: 35656135 / 8
Customer #: 403796 / --
Date: 11/16/2012
Reference 1: MID VALLEY
PHYSICIANS
ASSOCIATION
Reference 2: --

Target Name: KNAPP MEDICAL GROUP

Jurisdiction: TX, Hidalgo County
Search Type: Fixture Filings Search

Fixture Filing:
Results: No Records Found

Searched: 5 Years

Searched Through: 11/06/2012
Office: Clerk

Disclaimers: --
Comments: --

This report contains information compiled from sources which CT Lien Solutions considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT Lien Solutions in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

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Schedule 2.9(b)(ii)

Modifications or Breaches of Personal Property Leases

None.

Schedule 2.10

Intellectual Property

Any and all rights KMC, KMCF or any of the Related Businesses has in the following:

Knapp Medical Center ASC, LLC name

Knapp Medical Center name and logo

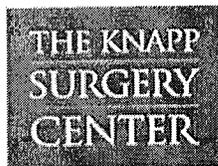


Knapp Medical Group name and logo



Knapp Surgery Center name

The Knapp Surgery Center name and logo



The Clinic name and logo



Mid Valley Physicians Association name and logo



The following domain names and related websites [registered to Knapp Medical Center]:

- Knapp Medical Center: Knappmed.org
- Knapp Medical Group: knappmedicalgroup.org

The following domain names and related websites [domain names registered to third party website designer of the websites, MPC Studios, Inc.]:

- Knapp Jobs: knappjobs.com
- Knapp Surgery Center: knappsurgerycenter.com
- Mid Valley Physicians Association: midvalleyphysicians.com
- The Clinic: knappclinic.com/
- Valley Health Seminars: valleyhealthseminars.com

The following social media accounts:

- www.facebook.com/knappmedicalcenter
- <http://twitter.com/#!/KnappMedical>
- www.youtube.com/user/Knappmed
- <http://knappmed.tumblr.com>

Schedule 2.11(a)

Contracts

See File Schedule 2.11(a) included on CD titled Knapp-PHSF Schedules dated November 20, 2012, as Amended December 28, 2012.

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
160	Rio Grande Valley Emergency Physicians	*	Attached Memo says 120 days notice	Y
113	KMC ASC Employee Lease Agreement	*	* (unless terminated due to breach of contract)	
57	Cardinal Health - Operational Effectiveness	*	*	N
66	Premier Operations Advisor Third Agreement	*	*	N
148	Miguel Tello, MD	*	*	Y
158	Pathology Services - Leonel Acevedo	*	*	Y
214	Hospital Participation Agreement - United Health Care	*	*	Managed Care
7	Adjusters International	*		N
63	City of Weslaco - Emergency Transportation	*		N
64	FRG - Reimbursement Review	*		N
65	Gjeriset & Lorenz LLP	*		N
70	BKD - Medicare Bad Debt 6-2011	*		N
71	BKD -DSH Services 6-2011	*		N
72	BKDWA - Consulting Agreement	*		N
74	BKD -DRG Transfer Services 6-2011	*		N
75	BKD - 401(a) audit	*		N
76	BKD -Audit Engagement Letter 6-2011	*		N

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
77	BKD - 403(b) audit	*		N
87	Preferred Choice Health Plan Inc	*		PPO Program
109	Information Systems Amendment - McKesson	*		N
114	Legacy of Life Tissue Foundation Hospital Participation Agreement	*		
118	Hospitalist Services Agreement	*		Y
120	Brian C. Neal, CRNA	*		N - Nurse
125	Marriott Management Services Corp.	*		N
126	Knapp Hospitalist Group	*		
129	Michael Sander, M.D.	*		Y
131	Independent Contractor Agreement MVPA 2007	*		N
133	McKesson Information Solutions, LLC	*		N
134	Sodexo	*		N
135	Brad Leatherwood, M.D. - Anesthesia Services	*		Y
136	Premier, Inc. Clinical Advisor Agreement 2007	*		N
138	Phil Courtney, CRNA	*		N - Nurse
139	United Payors and United Providers	*		N
144	Premier Inc. 2 (Proposal)	*		

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
145	Stylianios Sideris, MD	*		
149	Cardinal Health 101, Inc	*		N
154	Premier, Inc.	*		N
155	F&G Services, Inc	*		N
157	Pryxis Corporaton	*		N
165	PHNS Services Agreement	*		N
167	American Appraisal Associates Proposal	*		N
169	Blue Cross Blue Shield of Texas, Inc.	*		
172	Andrews Kurth LLP Engagement Letter	*		N
178	Wackenhut Services Contract (now G4S Secure Solutions)	*		N
191	Premier Redemption Agreement (Limited Partnership Interest)	*		N
192	Premier Inc - Redemption Agreement	*		N
195	MediPro Search	*		N
196	Contingency Agreement - MediPro Search Div	*		N
198	Infrastructure Renewal Contract - Sodexo	*		
212	Inter America Wound Centers	*		
	Inter America Wound Centers Business Associate Addendum			

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
215	Blue Cross and Blue Shield of Texas Hospital Agreement, Amend	*		Managed Care
216	Hospital Provider Agreement, as amended - Superior	*		Managed Care
217	Care Improvement Plus - Provider Agreement	*		Managed Care
218	Hospital Agreement - HealthSmart Preferred Care, as amended	*		Managed Care
219	Amendment to Hospital Services Agreement - Aetna	*		Managed Care
	First Amendment to Hospitalist Services Agreement with Rio Grande valley Hospital Services	*		No
220	Facility Agreement - Texas HealthSpring	*		Managed Care
	Stryker Finance Fee per Disposable Agreement (11-2022)	*		No
	Stryker Finance Fee per Disposable Agreement (21239714)	*		No
221	THHSC Primary Care Case Management Hospital Provider Addendum A	*		Managed Care
	First Amendment to Hospitalist Services Agreement with Rio Grande valley Hospital Services	*		
222	Hospital Participation Agreement - ChoiceCare, as amended	*		Managed Care
50	Commerce Bank Accounts Payable Agreement	Not clear, see addendum	See comments	N
175	County of Hidalgo Contract For Participation	Not clear, see Attachments		N
52	Texas State Bank Investment Management Agreement	Not clear, see Exhibit B		N

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
190	Weslaco Anesthesia Services Agreement	See attached Promissory Note	* unless certain breaches or by agreement	Y
48	Frost Bank Custodial Account Agreement	See comments		N
47	ACGME Business Associate Agreement		See comments	N
51	Texas State Bank Lease Contract		If in 3 year option	N
10	South Texas College PT Assistant Program Practicum Experience Agreement		*	N
11	South Texas College OT Assistant Program Practicum Experience Agreement		*	N
12	South Texas College STC Occupational Therapy Addendum		*	N
14	St. Michael's School of Nursing Vocational Nurse Program Affiliation Agreement		*	N
17	UT-Brownsville AD Nursing Program Agreement		*	N
18	UT-Brownsville AD Nursing Program Agreement		*	N
19	UT-Brownsville AD Nursing Program Agreement		*	N
20	UT-Brownsville AD Nursing Program Agreement		*	N
21	AD Nursing Program Agreement		*	N
22	UT-Brownsville AD Nursing Program Agreement		*	N

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
23	UT-Brownsville AD Nursing Program Agreement		*	N
24	UT-Brownsville AD Nursing Program Agreement		*	N
25	UT-Brownsville AD Nursing Program Agreement		*	N
26	UT-Brownsville AD Nursing Program Agreement		*	N
27	UT-Brownsville AD Nursing Program Agreement		*	N
28	UT-Brownsville AD Nursing Program Agreement		*	N
29	UT-Brownsville AD Nursing Program Agreement		*	N
31	UT Pan American Educational Experience Affiliation Agreement		*	N
32	UT Pan American Educational Experience Affiliation Agreement		*	N
34	UTHSC San Antonio Affiliation Agreement Addendum		*	N
36	UTHSC San Antonio Educational Experience Affiliation Agreement		*	N
38	UTHSC San Antonio Program Letter Agreement		*	N
39	UTHSC San Antonio Addendum to Program Agreement		*	N
41	UTHSC San Antonio Educational Experience Affiliation Agreement		*	N
42	UTMB Program Agreement		*	N
43	UTMB Affiliation Agreement		*	N
59	City of Weslaco - Emergency Water Supply		*	N
60	City of Weslaco - Affiliation Agreement for EMS Personnel		*	N

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
92	Guardian Resources Inc		*	N
164	USA Health Net		*	N
200	South Texas Cancer Center - Patient Transfer		*	
	Siemens Supplement to Master Equipment and Products Agreement		*	No
204	Texas Department of Assistive and Rehabilitative Services (DARS) Consumer Services Contract		*	
95	Knapp Medical Center Hospice Care Services Employment Agreement - Michael Flores			Y
153	Loan Vu, MD - Medical Director for Anesthesia			Y
161	Anesthesia Services Agreement - Loan Vu			Y
232	Electronic Health Record Donation and Contribution Agreement Mid Valley Family Practice			Y
232	Electronic Health Record Donation and Contribution Agreement Dr. Dionisio B. Calvo			Y
232	Electronic Health Record Donation and Contribution Agreement Dr. Julio A. Savinon			Y
232	Electronic Health Record Donation and Contribution Agreement Dr. Leticia M. Volpe			Y
232	Electronic Health Record Donation and Contribution Agreement Dr. Melecia Fuentes			Y
232	Electronic Health Record Donation and Contribution Agreement Dr. Rodolfo Guerrero			Y

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
232	Electronic Health Record Donation and Contribution Agreement Rainbow Pediatrics			Y
233	Agreement for Medical Director Services Ricardo Abreu			Y
234	CPOE - Physician Lead Personal Services Agreement Hector Amaya			Y
235	Emergency Call Coverage Agreement Michael Berg			Y
236	Medical Specialist Services Agreement Ronald Blanco			Y
237	Medical Specialist Agreement Alberto Cepeda			Y
238	Chief of OB-GYN Service Personal Services Agreement Alberto Cepeda			Y
239	Emergency Call Coverage Agreement R. Chandrasekharan			Y
240	Independent Contractor Agreement Edgar Cruz			Y
241	Independent Contractor Agreement Sandra Esquivel			Y
242	Amendment to Independent Contractor Agreement Sandra Esquivel			Y
243	Medical Specialist Agreement Rita Ellen Eye Morris			Y
244	Chairman of the Credentials Committee Personal Services Agreement Daniel Farray			Y
245	Personal Services Agreement Daniel Farray			Y
246	Interim Medical Director Agreement Michael A. Flores			Y
247	Physician Employment Agreement Michael A. Flores			Y
248	Agreement for Medical Director Services Juan J. Garza			Y

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
249	Agreement for Medical Director Services Mario Gomez			Y
250	Medical Specialist Services Agreement Juan Gonzalez-Dickson			Y
251	Independent Contractor Agreement Rodolfo Guerrero			Y
252	Chief of Medicine Service Personal Services Agreement Rodolfo Guerrero			Y
253	Agreement for Medical Director Services Adolfo Kaplan			Y
254	Agreement for Medical Director Services S. Gopal Krishnan			Y
255	Physician Employment Agreement Matthew Loewen			Y
256	Medical Specialist Services Agreement Annabelle Lopez			Y
257	Medical Specialist Services Agreement Rory Minck			Y
258	Medical Specialist Services Agreement Gregoris Nunez			Y
259	Personal Services Agreement Alfonso Ocoa			Y
260	Agreement for Medical Director Services Juan M. Ortiz			Y
261	Chief of Pediatric Service Personal Services Agreement D. Michael Overfield			Y
262	Medical Specialist Services Agreement Pablo Rivera			Y
263	Letter Agreement Regarding Retention of Physician Services Pablo Rene Rivera Jr.			Y
264	Physician Employment Agreement Alberto Ruiz			Y

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
265	Emergency Call Coverage Agreement Michael D. Sander			Y
266	Emergency Call Coverage Agreement Patrick W. Sander			Y
267	Physician Recruitment Agreement Patrick Sander			Y
268	Emergency Call Coverage Agreement Stylianos Sideri			Y
269	Chief of Family Practice and Service Personal Services Agreement Miguel Tello			Y
270	CPOE Physician Lead Support Personal Services Agreement Miguel A. Tello			Y
	Pathology Associates of South Texas Professional Services Agreement (Rosemary Recavarren)-Appendix A			Y
	Pathology Associates of South Texas Professional Services Agreement (Alberto Gonzalez)-Appendix A			Y
	Pathology Associates of South Texas Professional Services Agreement (Maria de Jesus Ortiz)-Appendix A			Y
	Emergency Call Coverage Agreement (Edgar Cruz)			Y
	KVEO Advertising Agreement	*		
	PANDAC Services Agreement	*		
	Amendment to Patriot Medical Technologies Capital Asset Management Services Agreement	*		

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
	Health Grades Contract	*		
	First Amendment to Hospitalist Services Agreement by and between Rio Grande Valley Hospital Services, P.L.L.C. d/b/a Mid Valley Hospitalist Group, and Knapp Medical Center	*		Y
	Emergency Department Services Agreement - Texas Emergency Room Services, P.A.	*	*	Y
	Group Coverage and Administrative Services Agreement - Northstar Anesthesia, P.A.	*	*	Y
	Anesrthia Services Agreement - Northstar Anesthesia, P.A.		*	Y
	Hospital Services Agreement - Tele Physicians	*		
	Physical Employment Agreement - Jose Ernesto Campo Maldonado, M.D.	*		Y
	Phillips Healthcare Services Agreement	*		
	Finance Agreement - Leasing Associates of Barrington, Inc.	*		
	Phsician Recruitment Agreement - Jorge Ruiz, MD (Extended but not executed)			Y
	Hospital Blood Services Agreement - Blood Systems, Inc.	*		
	Agreement for Medical Director Services (Wound Care) - Daniel B. Palm, M.D. (Unexecuted)			Y
	Construction Agreement and General Conditions Between Owner and Contractor - M.H. JonesConstruction, LLC	*		
	West Valley Raiology, LLP			Y

#	Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
	Lopez Retention of Physician Services			Y
	Amaya Retention of Physician Services			Y
	DeCandia Radiology Services Agreement			Y
	Lozano Retention of Physician Services			Y
	Lozano Retention of Physician Services			Y
	Eye Retention of Physician Services			Y
	Physician Employment Agreement- Michael Berg M.D.			Y
	First Amendment to Hospitalist Services Agreement			Y
	Brad Leatherwood, M.D. - Medical Director for Anesthesia			Y

Contract	Over \$20K	No Termination w/in 60-90 Days	Contract w/ Physician/ Dr. Group?
UpToDate, Inc. On-Site Only Subscription Agreement	*		N
Philips Medical Systems Medical IT Systems Agreement	*		N
IMPAC Medical Systems, Inc. License Agreement	*		N
HealthStream Learning Center/Authoring Center and Patient Safety Library (Core Package) Agreement	*		N
ExitCare Patient Information System Contract for License of ExitCare Software			N
Epocrates Site License and Formulary Program License Agreement	*		N
Collector Trauma Registry Software License Agreement			N
Computer Technology Corporation Computer Assisted Credentials Tracking and Update System ("CACTUS") License for Proprietary Software and Agreement for Related Customer Services	*		N
Allscripts, LLC Master Client Software Agreement	*	*	N
McKesson Contract Supplement, dated June 24, 2010	*	*	N
Physician Micro Systems, Inc. ("Practice Partner") Purchase & Standard License Agreement	*		N
3M Company Software License and Services Agreement	*	*	N
3M Company Enhancement and Support Agreement	*	*	N

Lender	Loan Amount	Interest	Loan Date	Term	Loan Due Date	Collateral	Comments / Issues
Compass Bank	\$300,000 plus \$10,293.75 finance charge	4.563% at 365/360	06.04.11	1.5 years	12.04.12	unsecured	
Compass Bank	\$1,400,000	4.60% fixed	06.04.10	5 years	06.04.15	equipment	
Compass Bank	\$300,000	WSJP + 1.00% (4.50%- 18.00%)	06.04.10	1 year	06.04.11	unsecured	

Schedule 2.11(b)

Exceptions to Contracts

None.

Schedule 2.12

Purchased Inventory

None.

Schedule 2.15

Litigation or Claims

Med Mal:

Nunez v., Knapp and Dr. Martinez, Cause no. C-2534-12-F, filed August 20, 2012.

EPL Claims:

Norma L. Beardwood-Roper v. Sodexho, Inc et al; Cause No. CL-08-2837-A, filed 10/0708, Hidalgo County Court, Employment Discrimination

GL Claims:

Delia Moreno Perez v. Knapp Medical Center; Cause No. C-2450-11-H, filed 08/31/11, Hidalgo County District Court, 389th Judicial District, slip and fall

Breach of Contract Claims:

Adjusters International, Inv. v. Knapp; Cause No. CL-11-0878-D, filed 03/22/11, Hidalgo County Court, Breach of Contract

Other:

Knapp Medical Center, Inc. v. Jeffrey C. Gon, Cause No. C-820-11-J, in the 430th Judicial District Court of Hidalgo County, Texas (requesting for declaratory judgment and attorneys fees)

Knapp Medical Center v. Weslaco Hospital Authority, Cause No. C-0747-12-E, in the 275th Judicial District Court of Hidalgo County, Texas. This case is a declaratory judgment action requesting the Court declare the portion of a deed restriction that requires Knapp Medical Center to operate as a non-profit entity unenforceable. The Weslaco Hospital Authority is an entity

created by the City of Weslaco, which sold property to Knapp Medical Center by special warranty deed that included the challenged deed restriction.

In re Knapp Medical Center and James Summersett III v. James Moore, Cause No. C-3134-12-D, in the 206th Judicial District Court of Hidalgo County, Texas. This is a petition to take an investigatory deposition of James Moore to investigate defamatory statements made against Petitioners. A hearing was held on on November 15, 2012. The Court has not issued a decision on this matter.

Remi Jaiyeola, M.D. v. James Summersett III and Ruben Garza, Cause No. C-0607-12-B, in the 93rd District Court of Hidalgo County, Texas. Dr. Jaiyeola filed suit against James Summersett, Knapp Medical Center's CEO and Ruben Garza, a Vice President of Knapp, for alleged defamatory statements. The case is on appeal at the Thirteenth Court of Appeals, Corpus Christi Texas, pursuant to a writ of mandamus regarding discovery issues and the failure of the trial judge to dismiss the case. Plaintiff requested documents by subpoena from Knapp Medical Center. Knapp has responded denying the production of the documents because they are confidential and privileged pursuant to Texas Health & Safety Code §§ 160.007 and 161.032(a). Knapp Medical Center is not a party to this litigation.

Schedule 2.16

Insurance



2012 – 2013 Insurance Summary

Company	Expiration	Agency
Ironshore Specialty	07/01/2013	HUB International, Inc.
Texas Hospital Insurance Exchange	07/01/2013	Montalvo Ins.
Texas Hospital Insurance Exchange	07/01/2013	Montalvo Ins.
Texas Hospital Insurance Exchange	07/01/2013	Montalvo Ins.
The Employer's Edge	07/01/2013	HUB International, Inc.
Federal Insurance Company	10/01/2013	Apex Partners
Chartis	07/01/2013	HUB International, Inc.
Travelers Casualty	07/01/2013	HUB International, Inc.
Travelers Casualty	07/01/2013	HUB International, Inc.
Colony Specialty	02/12/2013	Shepard Walton

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KMC ASC, LLC
 Insurance Summary
 2012 – 2013

Texas Hospital Insurance Exchange
Ironshore Specialty
Federal Insurance Company
Federal Insurance Company
The Employer's Edge Commercial Alliance Insurance Company
Westchester Fire Insurance Company
Travelers Casualty & Surety Company of America

07/01/2013	Montalvo Insurance
07/01/2013	HUB International, Inc.
10/01/2013	HUB Intl, Inc.
06/13/2013	Chubb Group of Insurance Companies
07/01/2013	HUB International, Inc.
01/20/2013	Hub International, Inc.
07/05/2014	HUB International, Inc.

KMG Clinic's
Insurance Summary
2012 - 2013

Texas Hospital Insurance Exchange	
Advocate MD	
The Employer's Edge	

07/01/2013	Montalvo Ins.
02/01/2013	HUB International, Inc.
07/01/2013	HUB International, Inc.

Schedule 2.17Licenses and Permits

Surgery Center:

1. Ambulatory Surgical Center License for Knapp Surgery Center, 1402 East 6th Street, Weslaco, TX 78596, License Number 008704, Expiration Date 10/31/2014
2. Centers for Medicare & Medicaid Services (CMS) 5/22/09 verification that Knapp Ambulatory Surgery Center (provider number 1700024817) is actively participating in the Medicare Program. Effective date of participation is 9/01/02.
3. Knapp ASC, Certification Filed Affidavit, Medical Technology Associates, Code Compliance Inspection for Medical Gas and Vacuum Outlets (Pre-Op Recovery), Manifold Inspection (Med Gas Room), 2/11/2011
4. Knapp ASC, Inspection for compliance of sprinkler system with NFPA 13-2002 "Standard for Installation of Sprinkler Systems", 2/24/2011, Fire Protection Engineering, LLC.
5. DEA: BT8041775
6. DPS: R0162772
7. Board of Pharmacy: 26143
8. CLIA: 45D0978570

KMC:

1. Knapp Medical Center Laboratory is accredited for the period ending 10/28/13 by the College of American Pathologists Laboratory Accreditation Program (LAP Number 2150101) (AU ID 1186472) for the following services: Anatomic Pathology Processing, Autopsy Pathology, Bacteriology, Blood Gases, Body Fluid Analysis, Chemistry, Coagulation, Cytology Processing, Cytology Screening, Director/Organizational Assessment, Donor Services, Hematology, Immunohematology, Immunology, Intraoperative Consultation, Laboratory General, Mycobacteriology, Mycology, Non-Gynecologic Cytopathology, Parasitology, Point of Care Testing, Special Chemistry, Surgical Pathology, Toxicology, Transfusion Services, Urinalysis, Virology[Laboratory is currently licensed by the State but documentation is not yet available.]
2. Knapp Medical Center accredited by The Joint Commission re Hospital Accreditation Program, 03/22/2012 and valid for up to 36 months

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3. Knapp Medical Center accredited by The Joint Commission re Home Care Accreditation Program, 03/22/2012 and valid for up to 36 months
4. Delivery Certificate from Texas Commission on Environmental Quality Petroleum Storage Tank Program for Knapp Medical Center, 1401 E. 8th St., Weslaco, TX 78596 (Owner/Operator #038412) (Facility # 0062995), Expires the last day of February 2013
5. Certificate of Compliance for Elevators, Escalators and Related Equipment issued by the Texas Department of Licensing & Regulation for Building No. ELBI-5172, Knapp Medical Center, Decal No. 56, Date of Inspection 9/29/2011, Next Inspection Due 9/29/2012. (Elevators have been inspected, waiting for State to issue new certificate.)
6. Texas Department of State Health Services Regulatory Licensing Unit Hospital License to certify that Knapp Medical Center is licensed as a Hospital under the provisions of Chapter 241, Health and Safety Code, and the Hospital Licensing Rules, License No. 000480, Expiration Date 10/13/13
7. Centers for Medicare & Medicaid Services (CMS) 11/14/06 verification that Knapp Medical Center (provider number 45-0128) is actively participating in the Medicare Program. Effective date of participation is 07/01/66
8. Centers for Medicare & Medicaid Services (CMS) Clinical Laboratory Improvement Amendments Certificate of Accreditation for Knapp Medical Center, CLIA ID No. 45D0503943, Effective Date 02/28/2011, Expiration Date 02/27/2013
9. 04/22/09 letter from The Joint Commission granting accreditation for all services surveyed under the Comprehensive Accreditation Manual for Home Care. Accreditation cycle is effective beginning 02/14/09 and is valid for up to 39 months
10. Radioactive Materials License from Department of State Health Services dated 07/21/10, license number L03290, amendment no. 48, expires 10/31/13
11. Texas Board of Pharmacy Certificate, License No. 1951, Expiration Date 02/28/14
12. Texas Controlled Substances Registration Certificate, DPS Registration No. N0013609, Expiration Date 05/31/13, Date Issued 05/18/12
13. Controlled Substance Registration Certificate from United States Department of Justice, Drug Enforcement Administration, DEA Registration No. AK0937360, Expiration Date 12/31/14, Date Issued 12/09/11
14. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of Internal Inspection 07/19/12, Expiration Date 07/19/14, Certificate No. 201209140102, National Board Number 012797, Manufacturer's Serial Number 02964-2-2, Texas Boiler No. 241230, Location – Knapp Medical Center, 1401 East 8th Street, Weslaco, TX 78596

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15. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of External Inspection 07/19/12, Expiration Date 07/19/14, Certificate No. 201209140099, National Board Number 016959, Manufacturer's Serial Number H907828, Texas Boiler No. 160798, Location – Knapp Medical ArtsBldg, 1315 East Sixth St., Weslaco, TX 78596
16. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of Internal Inspection 07/26/11, Expiration Date 07/26/13, Certificate No. 201109220115, National Board Number 005088, Manufacturer's Serial Number BT-5324, Texas Boiler No. 185720, Location – Knapp Medical Center, 1401 East 8th Street, Weslaco, TX 78596
17. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of Internal Inspection 07/19/12, Expiration Date 07/20/12, Certificate No. 201209140100, National Board Number 012800, Manufacturer's Serial Number 02964-2-1, Texas Boiler No. 241228, Location – Knapp Medical Center, 1401 East 8th Street, Weslaco, TX 78596
18. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of Internal Inspection 07/19/12, Expiration Date 07/19/14, Certificate No. 201209140101, National Board Number 012789, Manufacturer's Serial Number 02964-2-1, Texas Boiler No. 241229, Location – Knapp Medical Center, 1401 East 8th Street, Weslaco, TX 78596
19. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of External Inspection 08/29/12, Expiration Date 08/29/14, Certificate No. 201211270027, National Board Number 126428, Manufacturer's Serial Number A10H10126428, Texas Boiler No. 241219, Location – Knapp Med Center, 1401 East 8th Street, Weslaco, TX 78596
20. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of Inspection 3/29/2010, Expiration Date 3/29/12, Certificate No. 2010006090139, National Board Number 208368, Manufacturer's Serial Number 0305208368, Texas Boiler No. 230319, Location – Knapp Med Center, 1401 East 8th Street, Weslaco, TX 78596. Proof of Inspection, Inspection Date 8/29/12, Inspecting Organization 009, Inspector No. 1911
21. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of External Inspection 07/19/2012, Expiration Date 07/19/15, Certificate No. 201209140094, National Board Number 105869, Manufacturer's Serial Number E09H10105869, Texas Boiler No. 220147, Location – Knapp Medical Center, 1401 East 8th Street, Weslaco, TX 78596
22. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of Inspection 07/01/09, Expiration Date 07/01/12, Certificate No. 200909240030, National Board Number 220136, Manufacturer's Serial Number E09H10109492, Texas Boiler No. 220136, Location – Knapp Med Center, 1401 East 8th Street,

- Weslaco, TX 78596. Proof of Inspection, Inspection Date 7/19/12, Inspecting Organization 009, Inspector No. 1911.
23. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of Internal Inspection 07/19/12, Expiration Date 07/19/15, Certificate No. 201209140093, National Board Number 109483, Manufacturer's Serial Number E10109483, Texas Boiler No. 220137, Location – Knapp Medical Center, 1401 East 8th Street, Weslaco, TX 78596
 24. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of External Inspection 07/19/12, Expiration Date 07/19/15, Certificate No. 201209140095, National Board Number 105876, Manufacturer's Serial Number E09H1015876, Texas Boiler No. 220148, Location – Knapp Medical Center, 1401 East 8th Street, Weslaco, TX 78596
 25. Texas Department of Licensing and Regulation Boiler Certificate of Operation, Date of Internal Inspection 07/19/12, Expiration Date 07/19/13, Certificate No. 201209140096, National Board Number 001113, Manufacturer's Serial Number 41113, Texas Boiler No. 241227, Location – Knapp Medical Center, 1401 East 8th Street, Weslaco, TX 78596
 26. Texas Department of Licensing and Regulation, Proof of Inspection, Texas Boiler No. 230318, Inspecting Organization 009, Inspector No. 1911.
 27. Knapp Medical Center is a Certified Mammography Facility, Expiration Date 03/11/13
 28. Certificate of Inspection of Mammography System by Texas Department of State Health Services, Inspection Date 10/11/10, Expiration Date December 2011
 29. Texas Department of State Health Services, Texas Mammography Accreditation Program, Knapp Medical Center, Fischer SenoScan, Serial #9922-1204-003, Expiration Date 3/11/13
 30. Texas Department of State Health Services Texas Mammography Accreditation Program, Knapp Medical Center, LoRadSelenia, Serial# 28108071670, Expiration Date 3/11/13
 31. Notice of Compliance with Medical Inspection of Radiation Equipment and Safety Procedures, Date of Inspection 02/24/11, Registration No. R-00121-002
 32. 08/05/99 Letter from Texas Department of State Health Services re compliance with Knapp Medical Center's radiation safety program, as it pertains to current authorization, adequate recordkeeping, and conformance to approved operating and safety procedures

33. Ultrasound Imaging Services of Knapp Medical Center accredited by American College of Radiology for Vascular Ultrasound Services including peripheral vascular, cerebrovascular and deep abdominal vascular from 06/21/11 through 07/12/14
34. City of Weslaco Division of Code Enforcement, Food Permit No. 6760, Knapp Medical Center at 1401 E. 8th, in force until 12/15/2012, issued 1/18/2012
35. Federal Communications Commission, Public Safety and Homeland Security Bureau. Radio Station Authorization.
 - Licensee Knapp Medical Center, Call sign KTD314; file number 0002172433. FCC Registration Number: 0011094000, Grant date 5/25/2005; expiration date 8/14/2015.
 - Licensee Knapp Medical Center, Call sign WPHZ976; file number 0002172426. FCC Registration Number: 0011094000, Grant date 5/25/2005; expiration date 8/14/2015.
 - Licensee Knapp Medical Center, Call sign WQHD839; file number NA. FCC Registration Number: 0011094000, Grant date 7/9/2007; expiration date 7/9/2017.
 - Licensee Hospital, Call sign WQIJ705; file number NA. FCC Registration Number: 0017371931, Grant date 2/28/2008; expiration date 2/28/2018.

Texas Department of Insurance, State Fire Marshall's Office, Fire Alarm Installation Certificate, Ambulatory Surgery Center, signed 2/14/2011.

Knapp Medical Center, City of Weslaco, Certificate of Occupancy, 2/17/2011, structure in compliance, permit # 100091.

Knapp, ACS, Weslaco Fire Prevention, Fire Inspection Report, findings, compliant, 2/17/2011.

Medicare and Medicaid Provider Numbers

Knapp Medical Center:

Knapp Medical Center ASC, LLC:

Knapp Medical Group:

Schedule 2.17(a)
Exceptions to Accreditation, Certification and Compliance

None.

Schedule 2.17(b)

Exceptions to Surgery Center

None

KMC
00409

Schedule 2.17(d)

Material Uncorrected Deficiencies

None.

CONFIDENTIAL
REDACTED

Schedule 2.18(b)

Medical Staff Disputes, Disciplinary Actions or Appeals

KMC
00411

CONFIDENTIAL
REDACTED

KMC
00412

CONFIDENTIAL
REDACTED

KMC
00413

Schedule 2.18(c)**Medical Staff**

11/01/2012

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Weslaco, TX 78596
Phone: (956)969-2609
Fax: (956)973-0413

Tzu-Ching Wu, M.D.
Neurology

Staff Category: Consulting
1503 Edwards Ferry Road, Suite 310
Leesburg, VA 20176
Phone: (866)483-9690
Fax: (855)811-6296

David E. Yardley, M.D.
Cardiovascular Disease

Staff Category: Consulting
2310 N. Ed Carey Dr., Ste. 1A
Harlingen, TX 78550
Phone: (956)428-5522
Fax: (956)412-6959

Schedule 2.19(b)

Investigations

First Supplemental Request to Examine issued March 15, 2012, by the State of Texas Office of the Attorney General, Financial and Tax Litigation Division, Charitable Trusts Section regarding the Proposed Sale of Knapp Medical Center to Universal Health Services, Inc. and Surrounding Issues.

Investigation by the State of Texas Office of the Attorney General, Financial and Tax Litigation Division, Charitable Trust Section regarding the compensation paid to Knapp Medical Center's chief executive officer, Jim Summerset.

KMC
00427

Schedule 2.19(d)

Deficiencies

None.

KMC
00428

Schedule 2.22

Business and Transactions with Affiliates

Brian Humphreys, Jr. (Board Member)

- Brian's father and uncle own majority interest in Vaughan Interests, Inc., which operates as Burton Auto Supply. Knapp Medical Center purchases an average of \$10,000 in goods and services annually from Burton Auto Supply.
- Brian serves as the Branch President of Rio Bank in Weslaco. Knapp Medical Group maintains two depository relationships with Rio Bank. The payroll account has maintained an average balance of \$11,973 YTD in 2012. The operating account has maintained an average balance of \$142,363 YTD in 2012. Additionally, Knapp Medical Center Foundation has two CD's at Rio Bank that total \$103,561 as of March 2012.

Norma Montalvo (Board Member)

- Norma's husband, Ramon Montalvo III, owns Montalvo Insurance Agency, which provides various property/casualty insurance to Knapp Medical Center

Bertha Suarez (Board Member)

- Bertha is the Vice President at Frost National Bank. Knapp Medical Center has done business with Frost since 1999.

James A. Summersett, III

- President & CEO of Knapp
- Serves as a member of the Board of Managers of Knapp Medical Center, ASC, LLC. The ASC owns and operates an Ambulatory Surgery Center on the Knapp campus. Knapp is the controlling member of the ASC.
- Jim serves as a member of the Board of Directors of Hospital Receivables Service, Inc. HRS is a 501(c)3, not-for-profit, hospital-owned organization that provides medical receivables management services for hospitals and physicians, including Knapp Medical Center. HRS is endorsed by the Texas Hospital Association
- Jim serves on the Board of Directors and is the current Chairman of HOSPAC, the political action committee for the Texas Hospital Association.

Rudy Salinas

- Rudy is a partner in Salinas, Allen & Schmitt, LLP. In 2011, Rudy's firm provided professional services on an engagement relating to the contractual agreement between KMC and Dr. Lozano.

Abraham Tanus

- Abraham is the sole member and President of RST Texas Real Estate, GP, LLC, the general partner of RST Texas Real Estate, L.P. Knapp Medical Center Group is a party to a commercial lease agreement with RST Texas Real Estate, L.P. for the lease of a unit in La Hacienda Plaza.

Schedule 2.24(a)

Suppliers

Knapp Medical Center
 Vendor Purchases Report
 Fiscal Year Ended 06/30/12

Vendor Name
KNAPP MEDICAL -EMPLOYEE HEALTH PLAN
MORRIS & DICKSON CO. LTD.
OWENS & MINOR
NORTHSTAR ANESTHESIA, P.A.
UNITED BLOOD SERVICES
MCKESSONHBOC, INC. (HBO COMPANY)
NRG ENERGY, INC.
SODEXHO MARRIOTT SERVICES
FULBRIGHT & JAWORSKI
RIO GRANDE HOSPITAL SERVICE LLC
BIOMET, INC
UNUM LIFE INSURANCE COMPANY OF AMERICA
PHILIPS MEDICAL SYSTEMS
KMC PAYROLL ACCOUNT
G4S SECURE SOLUTIONS(USA) INC
FISERV HEALTH
CARDINAL HEALTH/ALLEGIANCE CORPORTION
KNAPP MEDICAL GROUP
THEODORE N. GIOVANIS

CONFIDENTIAL

Schedule 2.26(a)

Cost Reports

See File Schedule 2.26(a) included on CD titled Knapp-PHSF Schedules dated November 20, 2012, as Amended December 28, 2012.

KMC
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Schedule 2.26(a)(ii)

Cost Reports Reopening

None.

Schedule 2.26(a)(iii)

Recoupment

None.

Schedule 2.26(b)

Bad-Debt Policies

Seller has adopted a self-pay bad debt calculation formula as of June 30, 2011 (fiscal year end) for fiscal year 2012. During days 1-90, outstanding balances are reserved at the historical payment rate (based on trailing 12 months); 90-120 days is reserved at 95%; and after 120+ days is reserved at 100%.

Medicare bad debt is reported in the Medicare and Medicaid Cost Reports.

Schedule 2.28

Exceptions to Regulatory Compliance

None.

Schedule 5.4(f)

Charity Care Policy

Knapp Medical Center Policy/Procedure Title: Provision for Charity Care		Department: Business Office Function: Financial	
Effective Date: June 1992	Date Last Revised: March 2012	Date Last Reviewed: March 2012	Page 1 of 5

TITLE: Provision for Charity Care

PURPOSE: To identify circumstances that Knapp Medical Center may provide care without charge or at a discount commensurate with the ability to pay, for a patient whose financial status makes it impractical or impossible to pay for medically necessary services. This policy applies only to facility charges and not physician or other independent company billings. The provision for Charity Care is consistent, appropriate and essential to the execution of our mission, vision and values.

Resources are limited and it is necessary to set limits and guidelines. These are not designed to turn away or discourage those in need from seeking treatment. They are intended to assure that the resources Knapp Medical Center can afford to devote to its patients are focused on those who are most in need and least able to pay, rather than those who choose not to pay. Charity care will always be a payor of last resort.

At the discretion of Administration and the approval of the Board of Trustees, the following accounts may be written off as charity care accounts:

1. County Indigent Patients – the balance after the County pays.
2. Medicaid Patients – the balance after Medicaid benefits have been exhausted.
3. Medicare/Medicaid Patients – the balance after Medicare/Medicaid benefits have been exhausted.
4. Patients who expire and have no estate.
5. Patients whose income is at or below the 100% of the Federal Poverty Guidelines for their family size and who do not qualify for any financial assistance (refer to Attachment F).
6. Patients who are the opinion of the Patient Accounts Director, medically or financially indigent and who do not qualify for any financial assistance.

Definitions:

- A. **Assets:** Assets include immediate available cash and investments such as savings checking as well as other investments, including retirement or IRA funds, life insurance values, trust accounts, etc. Assets also include the equity in the primary residence as well as other real estate the patient may have.
- B. **Bad Debt:** Expenses resulting from treatment for services provided to a patient and/or guarantor who, having the requisite financial resources to pay for health care services, has demonstrated by his/her actions an unwillingness to comply with the agreed arrangements to resolve a bill.
- C. **Charity Care:** Inpatient and outpatient medical treatment and diagnostic services for uninsured or underinsured patients who cannot afford to pay for the care according to established hospital guidelines.
- D. **Disposable Income:** Annual family income divided by 12 months, less reasonable monthly living expenses.
- E. **Family Income:** Gross wages, salaries, dividends, interest, Social Security benefits, workers compensation, veterans benefits, training stipends, military allotments, regular support from family members not living in the household, government pensions, private pensions, insurance and annuity payments, income from rents, royalties, estates and trusts.
- F. **Family:** The patient, his/her spouse (including a legal common law spouse) and his/her legal dependents according to the Internal Revenue Service rules. Therefore, if the patient claims someone as a dependent on their income tax return, they may be considered a dependent for purposes of the

Knapp Medical Center Policy/Procedure Title: Provision for Charity Care		Department: Business Office Function: Financial	
Effective Date: June 1992	Date Last Revised: March 2012	Date Last Reviewed: March 2012	Page 2 of 5

provision of charity care.

G. Indigent Person:

- a. **Financially Indigent:** A person who is uninsured or underinsured and is accepted for care with no obligation or a discounted obligation to pay for the services rendered based on the provision of charity care eligibility criteria set forth in this policy. These patients are also defined a poor or economically disadvantaged and have income at or below federal poverty levels.
- b. **Medically Indigent:** A patient who's medical or hospital bills after payment by third-party payers exceed a specified percentage of the person's annual gross income determined in accordance with the healthcare entity's eligibility system, and who is financially unable to pay the remaining bill.

POLICY: As a major community-focused employer, Knapp Medical Center works to insure regional vitality and economic well-being and strives to maintain a low cost per patient day. In order to promote the health and well-being of the community served, individuals with limited financial resources who are unable to access entitlement programs shall be eligible for free or discounted health care services based on established criteria. Eligibility criteria will be based upon the Federal Poverty guidelines and will be updated annually in conjunction with the published updates by the United States Department of Health and Human Services. All open self-pay balances may be considered for charity care. If a determination is made that the patient has the ability to pay all or a portion of the bill, such a determination does not prevent a reassessment of the person's ability to pay at a later date. The need for charity care/financial assistance is to be re-evaluated at the following times:

- Income change
- Family size change
- Subsequent rendering of services
- When an account that is closed is to be reopened
- When the last financial evaluation was completed more than 12 months before

To be considered for charity care, the patient must cooperate with the facility to provide the information and documentation necessary to apply for other existing financial resources that may be available to pay for his/her health care, such as Medicaid. Patients are responsible for completing the required application forms and cooperating fully with the information gathering and assessment process, in order to determine eligibility for charity care.

Appropriate signage will be visible in the facility, specifically at patient intake areas, creating awareness for the charity care program and the assistance available (refer to Attachment A). Information, as a notice of financial assistance, will be included in patient services/information folders and/or at patient intake areas (refer to Attachment B). All public information and/or forms regarding the provision of charity care will use languages that are appropriate for the facility's service area.

The necessity for medical treatment of any patient will be based on the clinical judgment of the provider without regard to financial status of the patient. All patients will be treated with respect and fairness

Knapp Medical Center Policy/Procedure Title: Provision for Charity Care		Department: Business Office Function: Financial	
Effective Date: June 1992	Date Last Revised: March 2012	Date Last Reviewed: March 2012	Page 3 of 5

regardless of their ability to pay.

Determination of Eligibility:

An initial determination, where possible, will be made prior to the admission of the patient. The financial representative will conduct a pre-admission interview with the patient, the guarantor, and /or his/her legal representative. If a pre-admission interview is not possible, this interview should be conducted upon admission or as soon as possible thereafter. In the case of an emergency admission, the evaluation of payment alternatives should not take place until the required medical care has been provided. At the time of the initial patient interview, the following information should be gathered:

- Routine and comprehensive demographic data
- Complete information regarding all existing third party coverage

All efforts will be made to establish whether the patient is eligible for Charity Care before leaving the hospital. If this evaluation is not conducted until after the patient leaves the facility, or in the case of outpatients or emergency patients, a financial representative will mail a charity care application to the patient for completion.

Application Process:

A patient may apply for Charity Care within 30 days before their scheduled procedure or up to one year after the date of service. Knapp Medical Center can accept applications for services that were received more than a year ago.

The patient should receive and complete a written application and provide all supporting data required to verify eligibility (refer to Attachment C). The patient/guarantor or legal guardian will have at least fourteen (14) calendar days to obtain documentation which supports the information provided on the application. Application assistance and translation services will be offered to all patients.

Knapp Medical Center will send anyone who requests information on the hospital's Charity Care Program a letter and application form. Charity Care request may be proposed by sources other than the patient, such as the patient's physician, family member, community or religious groups, social service organization, or hospital personnel. The patient shall be informed of such a request. This type of request shall be processed like any other.

Notification of Eligibility Determination:

Once the Business Office at Knapp Medical Center has received the completed application and supporting documentation, a prompt turnaround and a written decision will be provided to the patient.

- **Approval:** The patient shall be notified in writing within ten (10) calendar days after receipt of the Charity Care application and any supporting materials as to whether the patient qualifies for the Charity Care Program. (refer

Knapp Medical Center Policy/Procedure Title: Provision for Charity Care		Department: Business Office Function: Financial	
Effective Date: June 1992	Date Last Revised: March 2012	Date Last Reviewed: March 2012	Page 4 of 5

to Attachment D). The Board of Trustees will give final approval for all Charity Care accounts:

- **Denial:** If the patient is denied Charity Care, the patient shall be notified in writing within five (5) calendar days. All reason(s) for the denial shall be provided and the patient shall be informed of the appeals process (refer to Attachment E).
- **Appeals:** Each patient denied Charity Care may petition the hospital/CFO/or equivalent within thirty (30) days for reconsideration based on extenuating circumstances.

Alternative Payment Arrangements:

Upon denial of a patient's Charity Care application and where the hospital determines that a reduced fee payment is appropriate, the hospital will reduce the charge of the care provided to the patient. Reduced-cost care means that the patient may only have to pay a part of their bill, depending on their income (refer to Attachment F). The patient will be afforded the opportunity to pay the amount over a reasonable period of time. Accounts of alternative payment patients are not sent to a collection agency until no payment has been made and the applicant has made no effort to apply for Charity Care.

Collection Activity:

Patients are not sent to collections without having an opportunity and adequate time to develop an alternative payment arrangement. The business office will make all efforts to work with the patient to determine an equitable payment schedule considering the patient's financial and medical circumstances.

Recordkeeping and Reporting:

All Charity Care applications will be logged in the Charity Care control log and will be given a sequential control number. The completed application will be kept on file for five (5) years. A copy of the patient's Charity Care application and all correspondence with the patient regarding the Charity Care application, approval, denial and appeal will be maintained in the patient's file.

Charity Care shall be recorded using the direct write-off method and shall comply with all accounting regulations by the American Institute for Certified Public Accounting.

Attachment A

Knapp Medical Center's Charity Care Policy

As a condition of participation in the Medicaid Disproportionate Share Program, Knapp Medical Center will provide care to persons who are unable to pay for their care.

In order to be eligible for Charity Care you must:

- Have no other source of payment such as insurance or savings
- Have hospital bills beyond your financial resources
- Provide proof about income and resources
- Complete an application and provide information required by the hospital

If you have questions about your bill or charity care please call 956-969-5140.

Knapp Medical Center's Reglas Para Servicios De Caridad

Este hospital participa un programa de Medicaid, llamado "Disproportionate Share Program". Como condicion de su participacion, Knapp Medical Center ofrece servicios gratuitos a personas que no pueden pagar por su atencion medica.

Para tener derecho a servicios caritativos, se necesita tener los siguientes requisitos:

- No contra con otro medio de pagar, (por ejemplo seguro medico, asistencia del gobierno federal, o sus propios ahorros a bien)
- Tener cuentas de hospital que esten mas alla de sus recursos economicos
- Presentar pruebas de sus ingresos y recursos economicos
- Llenar la solicitud de servicio y dar la informacion que le pida el hospital

Si usted tiene una pregunta acerca de su cuenta o de nuestro sistema de trabajar con las cuentas de personas de bajos recursos favor de llamar at 956-969-5140.

Attachment B

Knapp Medical Center's Notice of Financial Assistance

If you do not have health insurance or worry that you may not be able to pay for part or all of your care, we may be able to help. Knapp Medical Center provides financial assistance to patients based on their income, assets, and financial needs. In addition, we are able to work with you to arrange a manageable payment plan.

Federal and state laws require all hospitals to seek payment for care provided. This means we could ultimately turn unpaid bills over to a collection agency, which could affect your credit status. Therefore, it is important that you let us know if there may be a problem paying your bill.

For more information, please contact the Business Office and ask to speak to a financial representative at 956-969-5140. We will treat your questions and any information you provide us with confidentiality and courtesy.

KMC
00521

Attachment C

NAME OF APPLICANT: _____

INCOME STATEMENT

- 1. GROSS SALARY \$ _____
- 2. INTEREST & DIVIDEND INCOME \$ _____
- 3. RETIREMENT BENEFITS \$ _____
- 4. RENT INCOME (NET) \$ _____
- 5. SELF EMPLOYMENT INCOME (NET) \$ _____
- 6. ALL OTHER NET INCOME (SSI CHECK) \$ _____
- 7. LESS WITHHOLDING (INCOME TAX & FICA) \$ _____
- 8. TOTAL TAKE - HOME PAY \$ _____

FIXED EXPENSES

- 9. RENT OR MORTGAGE PAYMENT \$ _____
- 10. PAYMENT ON (0) CAR(S) \$ _____
- 11. EXISTING BANK LOAN PAYMENTS \$ _____
- 12. PAYMENTS TO FINANCE COMPANIES \$ _____
- 13. UTILITIES (PHONE, WATER, LIGHT & GAS) \$ _____
- 14. TAXES (OTHER THAN INCOME TAXES) \$ _____
- 15. PAYMENTS ON REVOLVING CREDIT CARD \$ _____
- 16. CHILD SUPPORT OR CHILD-CARE EXPENSES \$ _____
- 17. OTHER FIXED PAYMENTS \$ _____
- 18. TOTAL CURRENT FIXED EXPENSES \$ _____

DISCRETIONARY EXPENSES

- 19. FOOD TO FEED () FAMILY \$ _____
- 20. GASOLINE & CARE MAINTENANCE \$ _____
- 21. INSURANCE (LIFE, HOME, CAR, MEDICAL) \$ _____
- 22. CLOTHING AND HOUSEHOLD GOODS \$ _____
- 23. MEDICAL \$ _____
- 24. TOTAL DISCRETIONARY EXPENSES \$ _____
- 25. REMAINING FUNDS AFTER ALL EXPENSES \$ _____
- 26. DEBT TO INCOME RATIO (#18 DIVIDED BY #8) _____%

27. COMMENTS: _____

Attachment D

Notice of Approval for Charity Care/Reduction in Cost of Care

<u>Date</u> _____	<u>Patient Name</u> _____
	<u>Account Number</u> _____
	<u>Number of Dependents</u> _____
	<u>Date of Service</u> _____

Dear Mr./Mrs. _____

Thank you for selecting Knapp Medical Center for your health care needs. Based on the information you provided and our policy guidelines, we will be able to qualify you for our Charity Care/Reduction in Cost of Care program, for the dates of service noted above.

Any change in financial status that may affect this determination should be reported to a Financial Representative or call 956-969-5140 within 14 days of the change. Falsification of information may result in denial/withdrawal of the financial assistance application. Each admission will require current financial information.

The account balance due, if any, is your responsibility, payment is due at the time of service. Please remit balance today or call us for suitable payment arrangements.

Knapp Medical Center - Business Office
Attention: Financial Representative
1401 East Eight
Weslaco, Texas 78596
(956) 969-5140

ACKNOWLEDGEMENT OF RECEIPT

Signature of Applicant (Patient or Guarantor) _____ Date _____

KMC
00523

Attachment E

Charity Care Denial Letter and Notice of Right to Appeal

Date _____

Patient Name
Account Number
Number of Dependents
Yearly Income

Dear Mr./Mrs. _____

Thank you for selecting Knapp Medical Center for your health care needs. Based on the information you provided and our policy guidelines, we will not be able to qualify you for our Charity Care program for the following reason:

- Over-income
- No proof of income provided
- Proof of residency inadequate
- Over-resources
- Balance due on patient account did not qualify for reduced-cost care based on the patient's annual gross income after all third party payments were received.
- Other (please refer to explanation below)

If you disagree with this decision, you may ask to speak to a Financial Representative or call 956-969-5140. You may submit an appeal within 30 days from receiving this notice for reconsideration. A Request to Appeal Financial Assistance Determination form is available upon request.

ACKNOWLEDGEMENT OF RECEIPT

Signature of Applicant (Patient or Guarantor) _____ Date _____

KMC
00524

ATTACHMENT F

**2012 HHS POVERTY GUIDELINES
48 Contiguous States and D.C.**

Persons in family/household	Yearly	Monthly
1	\$11,170	\$ 930.83
2	\$15,130	\$1,260.83
3	\$19,090	\$1,590.83
4	\$23,050	\$1,920.83
5	\$27,010	\$2,250.83
6	\$30,970	\$2,580.83
7	\$34,930	\$2,910.83
8	\$38,890	\$3,248.33
For families/households with more than 8 persons, add \$3,960 for each additional person.		

SOURCE: *Federal Register*, Vol. 77, No. 17, January 26, 2012, pp. 4034-4035

KMC
00525

acknowledged receipt of goods

Attachment G

**ACKNOWLEDGED RECEIPT OF KNAPP MEDICAL
CENTER'S CHARITY CARE APPLICATION**

Our Charity Care program is designed to help those individuals who qualify as "medically/financially indigent patients". Eligibility is based upon your income and assets up to the date of service as determined by Federal guidelines. It is the patient's responsibility to provide all necessary documentation in order to process your application. If you have any questions or need help filling out the application, please call the Business Office Department at 956-969-5140.

The undersigned hereby acknowledges receipt of Knapp Medical Center's Charity Care Application.

Signature of Applicant (Patient or Guarantor)

DATE _____

KMC
00526

Schedule 8.2(d)

Special Warranty Deed – Retained Real Property

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: December 28, 2012

Grantor: KNAPP MEDICAL CENTER, a Texas Non-Profit Corporation

Grantor's Mailing Address: 1401 East 8th Street
Weslaco, Hidalgo County, Texas 78596

Grantee: KNAPP COMMUNITY CARE FOUNDATION, INC., A Texas Non-profit Corporation

Grantee's Mailing Address: Weslaco, Hidalgo County, Texas 78596

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot Four (4), PROFESSIONAL ASSOCIATES SUBDIVISION NO. 2, an addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 26, Page 109-B, Map Records, Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. The lien of nondelinquent real estate taxes and assessments, each of which the Grantee assumes and agrees to pay.

KMC
00527

2. Restrictive covenants of record under Volume 26, Page 109-B, Map Records, Hidalgo County, Texas.
3. An undivided 6/10 interest in all Oil, Gas, and Other Minerals on, in, under, or that may be produced from the subject property set forth in instruments dated March 20, 1952, recorded in Volume 743, Page 308, dated September 27, 1978, recorded in Volume 1595, Page 873 and dated January 16, 1979, recorded in Volume 1608, Page 779, Deed Records, Hidalgo County, Texas.
4. Easements, Rules, Regulations and Rights in favor of Hidalgo & Cameron Counties Irrigation District No. 9.
5. Minimum floor elevation; Thirty foot (30') minimum setback line along the front; ten foot (10') utility easement along the rear; as per map or plat thereof recorded in Volume 26, Page 109-B, Map Records, Hidalgo County, Texas.
6. Easements, or claims of easements, which are not recorded in the public records.
7. All easements, restrictions, covenants, agreements, and other matters of record.
8. All matters that would be disclosed by an accurate ALTA/ACSM land title survey of the Property.
9. All applicable zoning, building, and land use laws, ordinances, rules, and regulations.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE, BY ACCEPTANCE OF THIS DEED, AGREES THAT THE PROPERTY IS BEING SOLD AND THAT GRANTEE IS ACCEPTING THE POSSESSION OF THE PREMISES "AS IS, WHERE IS AND WITH ALL FAULTS" AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS DEED, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTY OF CONDITION (INCLUDING ENVIRONMENTAL CONDITION) OR FITNESS FOR ANY PARTICULAR PURPOSE.

When the context requires, singular nouns and pronouns include the plural.

KNAPP MEDICAL CENTER,
a Texas Non-Profit Corporation

By: _____
Name: _____
Its: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on _____,
2012, by _____ the _____ of
KNAPP MEDICAL CENTER, a Texas Non-Profit Corporation, on behalf of said
Corporation.

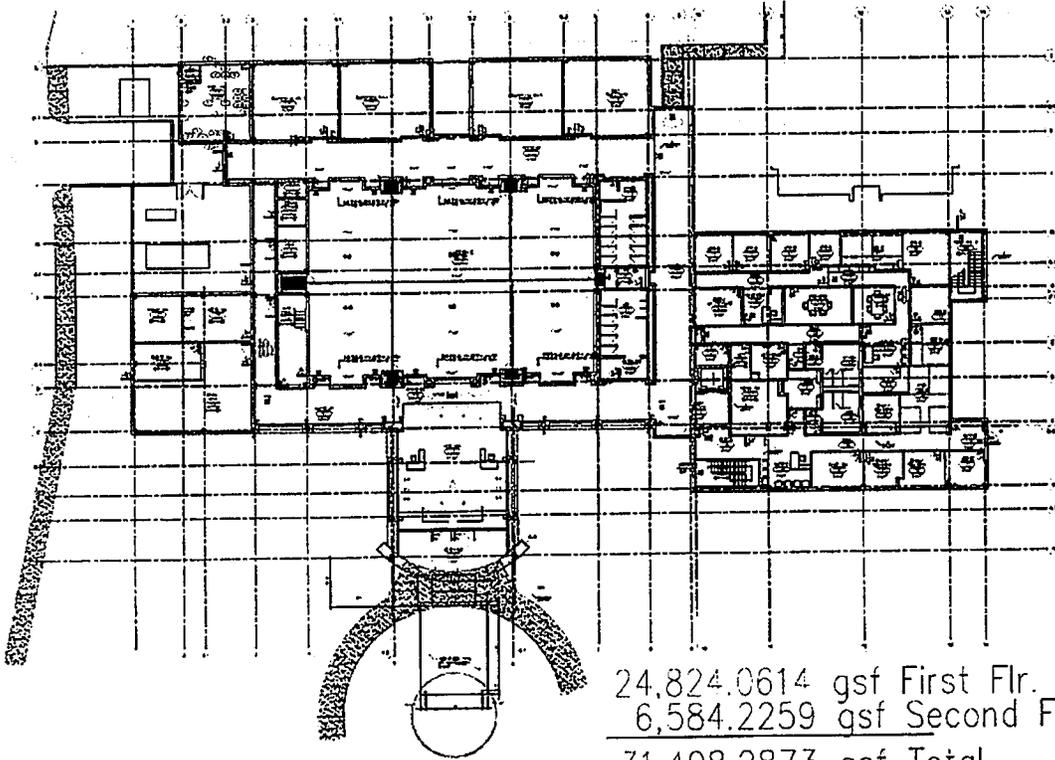
Notary Public, State of Texas
My _____ commission expires:

PREPARED IN THE OFFICE OF:
AFTER RECORDING RETURN TO:
Matthew L. Jones
Jones, Galligan, Key & Lozano LLP
2300 West Pike Boulevard, Suite 300
Post Office Drawer 1247
Weslaco, Texas 78599-1247
Tel: (956) 968-5402
Fax: (956) 968-6089

KMC
00529

Schedule 10.8

Description of Office Space



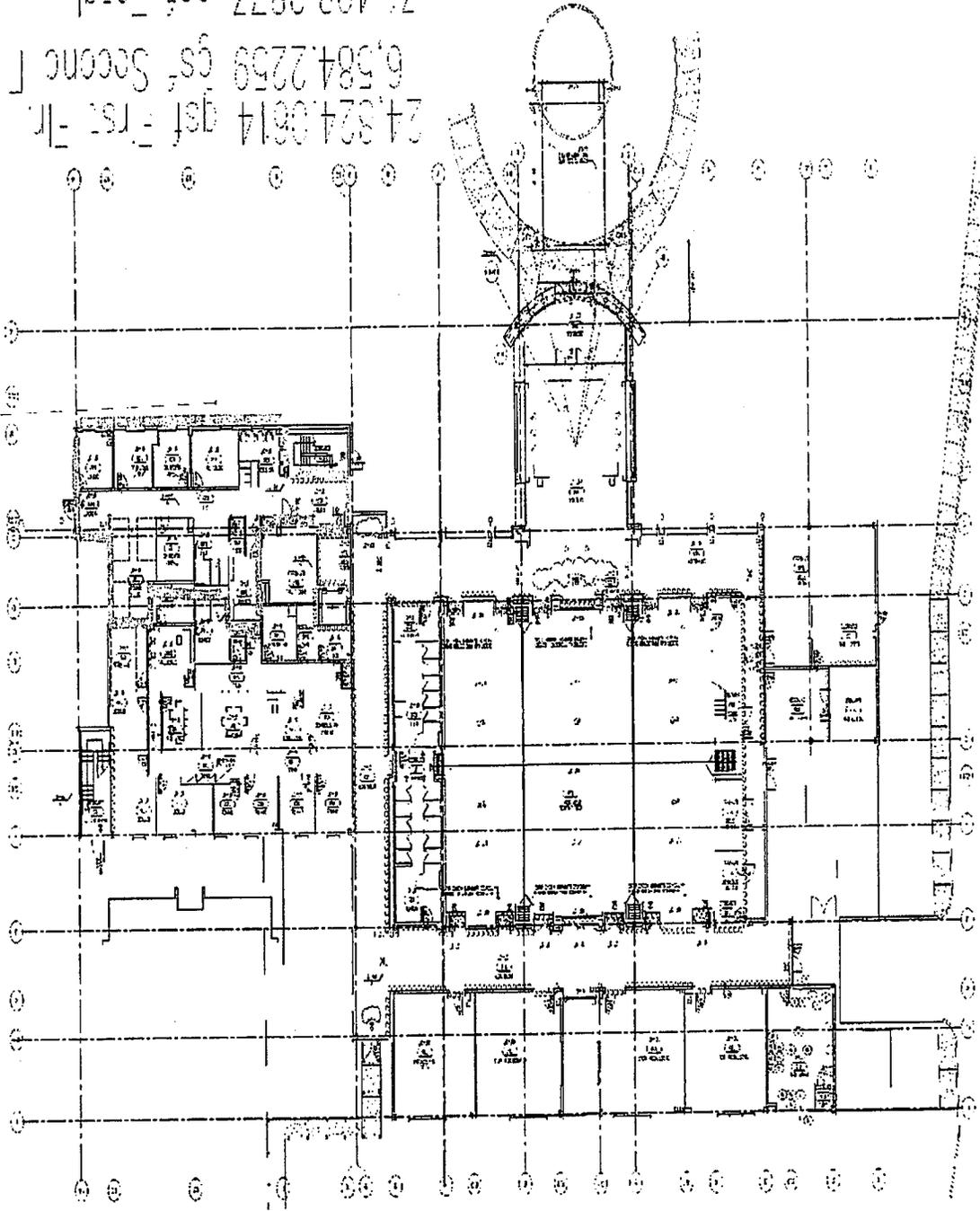
24,824.0614 gsf First Flr.
6,584.2259 gsf Second Flr.

31,408.2873 gsf Total

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KMC
00531

24,824,8614 qst - First - In
6,584,2259 qst - Second - In
7,108,9873 qst - Third - In



Schedule 10.10(i)

Allocation of Transaction Price

Allocation of Purchase Price

Property, Plant & Equipment	\$20,425,000
Other Current Assets	\$ 2,725,000
Non-Compete	\$ 600,000

Schedule 10.10(ii)

Permitted Title Encumbrances

46823

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12
9.11

**SPECIAL WARRANTY DEED TO REALTY
AND BILL OF SALE OF PERSONALTY**

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

KNOW ALL MEN BY THESE PRESENTS

That, WESLACO HOSPITAL AUTHORITY, a body politic and corporate and a political subdivision of the State of Texas acting herein by and through its duly authorized officers (hereinafter called the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration cash in hand paid to it by KNAPP MEDICAL CENTER, a Texas non-profit corporation (hereinafter called the "Grantee"), the receipt and sufficiency of which consideration are hereby confessed and acknowledged by the Grantor, has GRANTED, SOLD, CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, the surface estate only in and to those certain tracts or parcels of land together with all buildings, structures, improvements, furnishings, fixtures, machinery, equipment, and other property, real, personal, and mixed, thereon or used or useful in connection with said land (hereinafter collectively called the "Subject Property"), situated in Hidalgo County, Texas, more particularly described in Exhibit I which is attached hereto, hereby referred to and incorporated herein as fully and for all purposes as if set forth herein in full.

This conveyance is expressly made subject to all validly existing restrictions, covenants, liens, rights-of-way, easements, mineral reservations, royalty reservations, and encumbrances of record, if any, affecting the Subject Property to the extent, but only to the extent, the same are valid and subsisting, and without any intention of ratifying or confirming any of same which may be invalid or are no longer subsisting.

In addition to the foregoing matters, this deed and conveyance is further made and accepted subject to and upon the following covenants and agreements between the Grantor and Grantee, which covenants and agreements shall constitute and forever be and remain covenants running with title to the Subject Property, to-wit:

1. The above described tracts or parcels of land shall be administered, operated, maintained, occupied, and used faithfully, efficiently and exclusively for and in connection with a not-for-profit hospital and health care delivery system rendering hospital and health care services, which

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may include health care education and research, at all times and available, without discrimination as to race, color, religion, sex, or national origin, to the public generally, including, without limitation, all inhabitants of the City of Weslaco, for the public purpose of better providing for the present and prospective health, safety, and general welfare of the people of the State of Texas by enhancing the availability, efficiency, and economy of hospital and health care facilities, which may include health care education and research, and the services rendered thereby.

2. Although nothing herein shall be deemed to prohibit the free exercise of religion as guaranteed by the First Amendment to the Constitution of the United States of America, and although there shall be no interference with the religious rights or conscience of patients of or visitors to the not-for-profit hospital and health care delivery system operated upon it, the Subject Property will not be used or operated for sectarian purposes; for the teaching of doctrines or tenets of any particular faith, sect, or religion; or as a place for worship or in connection with any part of any program specifically for the education of students to prepare them to become ministers of religion or to enter into or upon any other religious vocation or to prepare them to teach theological subjects.

3. In the event the covenants and agreements set forth in the two paragraphs next preceding this paragraph 3 shall be violated or breached, or an attempt shall be made to violate or breach any of same, the Grantor, the Grantee, the successors of the Grantor or of the Grantee, and any other person or party aggrieved or at interest, or any one or more such parties, may institute and prosecute any proceedings at law or in equity to abate, prevent, or enjoin any such violation or attempted violation.

4. The covenants set forth in the next three preceding paragraphs hereto shall be valid and binding and remain in full force and effect until cancelled and removed by an instrument in writing executed by the Grantor, the Grantee, or their respective successors and assigns, and consented to in writing by the Attorney General of

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the State of Texas, and such instrument and consent are filed for record in the Office of the County Clerk of Hidalgo County, Texas.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in any wise belonging, unto the Grantee, its successors and assigns, forever; and the Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Subject Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the matters as set forth herein.

EXECUTED this 17th day of December, 1987.

WESLACO HOSPITAL AUTHORITY



By: Joe Cardenas
President, Board of Directors

ATTEST:

Colleen B...
Secretary, Board of Directors

THE STATE OF TEXAS
COUNTY OF HIDALGO

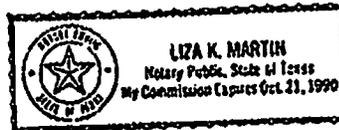
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This instrument was acknowledged before me on ~~November~~ December 23, 1987 by Joe Cardenas, President of the Board of Directors of the Weslaco Hospital Authority, a body politic and a political subdivision of the State of Texas, on behalf of said Authority.

Liza K. Martin
Notary Public in and for
the State of Texas

(NOTARY SEAL)

My commission expires: _____



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EXHIBIT :

The Subject Property consists of one tract of land described as follows:

A 15.40 acre tract of land out of Farm Tract 592, Block 141, West Tract Subdivision, Llano Grande Grant, Hidalgo County, Texas, and being more particularly described as follows:

Beginning at a point lying 40.0 ft. West and 220.3 ft. South of the northeast corner of said FT 492 for the northeast corner of the tract of land herein described, thence South 240.0 ft. to a point for a corner;

Thence, West 101.38 ft. to a point;

Thence, South $10^{\circ} 00'$ West 397.39 ft. to a point;

Thence, South $80^{\circ} 00'$ East 17.34 ft. to a point;

Thence, South $10^{\circ} 00'$ West 103.01 ft. to a point;

Thence, South $80^{\circ} 00'$ East 173.01 ft. to a point lying along the West right-of-way line of James Street;

Thence, South along said right-of-way line 327.05 ft. to a point for the southeast corner of this tract;

Thence, West 720.0 ft. to a point for the southwest corner of this tract;

Thence, North 767.0 ft. to a point;

Thence, East 130.0 ft. to a point;

Thence, North $10^{\circ} 00'$ East 142.16 ft. to a point;

Thence, West 134.68 ft. to a point;

Thence, North 128.00 ft. to a point lying along the South line of a 5.3 ft. easement for the northwest corner of this tract;

Thence, East along said easement line 375.0 ft. to a point;

Thence, North 5.00 ft. to a point;

Thence, East 25.0 ft. to a point;

Thence, North 30.0 ft. to a point;

Thence, East 320.0 ft. to a point being the northeast corner of this tract of land, the point of beginning of this description, and containing 15.40 acres, more or less.

Together with all buildings, structures, improvements, furnishings, fixtures, machinery, equipment, and other property, real, personal, and mixed, thereon or used or useful in connection with said land, and held by the Grantor.

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A G R E E M E N T

11731

This Agreement made the 1st day of April, 1974, by and between KNAPP MEMORIAL METHODIST HOSPITAL, whose address is 1330 East Sixth Street, Weslaco, Texas 78596 (hereinafter with its successors and assigns called the "Undersigned"), and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D. C. 20230 (hereinafter with its successors and assigns called "EDA");

WHEREAS, pursuant to application designated as EDA Project No. 08-11-01362, a request was made by the Undersigned for financial assistance pursuant to the Public Works and Economic Development Act of 1965 (P.L. 89-136; 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant dated December 28, 1973, EDA offered a grant in the amount of \$ 104,800.00 to the Undersigned to assist in financing the construction of a vocational nurses training building

(hereinafter called the "Project Facilities") in Weslaco, Hidalgo County, Texas

the location of which is more particularly described in Exhibit "A" which is attached hereto and made a part hereof, all or part of which Project Facilities will be to the use and benefit of the real property described in said Exhibit "A"; and

WHEREAS, on January 9, 1974, the Undersigned accepted the Offer of Grant subject to the "Standard Terms and Conditions" incorporated therein by reference; and

WHEREAS, pursuant to the aforesaid "Standard Terms and Conditions" and by virtue of its acceptance of the Offer of Grant, the Undersigned covenanted and agreed that it, or a successor satisfactory to EDA, will retain title to the Project Facilities for their useful life and that the Project Facilities will be devoted to public purposes; and

WHEREAS, it is desirable that the Undersigned's covenant be recorded in the appropriate public records affecting real property in Hidalgo County, Texas, and thereby constitute notice to all persons of restrictions on title to and use of the Project Facilities;

NOW, THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and to assure that the benefits of the Project Facilities will accrue to the public as intended by both EDA and the Undersigned, the Undersigned hereby covenants and agrees as follows:

1. That, for the term specified in 2, below, the Undersigned will retain its title to the Project Facilities and its title to the real property upon which said Project Facilities are located, which real property is described in Exhibit "A" attached hereto and made a part hereof;

2. That the term for which the Undersigned agrees to retain its title to the Project Facilities and its title to the real property upon which the Project Facilities are located shall be for the useful life of the Project Facilities which has been determined to be 40 years from the date hereof;

3. That during the term specified in 2, above, the Project Facilities will be held for and be devoted to public purposes only; and

4. That the covenants and restrictions herein contained shall be real covenants and shall run with the land described in Exhibit "A" hereto; provided, however, that the Undersigned may, at its sole option, terminate the aforesaid covenants and restrictions at any time after the

expiration of the term set forth in 2; above; provided further, however, that prior to the expiration of said term the covenants and restrictions may be terminated only with the prior written consent of HDA.

IN WITNESS WHEREOF, the Undersigned has hereunto set its hand as of the day and year first above written by its duly authorized officer.

(SEAL)

KNAPP MEMORIAL METHODIST HOSPITAL
Grantee/Referee
By: [Signature]
Title: President, Board of Trustees

ATTEST:
[Signature]
Assistant Secretary-Treasurer and Administrator

WITNESSES:
[Signature]
[Signature]

ECONOMIC DEVELOPMENT ADMINISTRATION
UNITED STATES OF AMERICA
By: [Signature]
Earle S. Zucht
Acting Regional Director
Southwestern Region

STATE OF TEXAS I
COUNTY OF TRAVIS I

On this 26th day of April, 1974, before me, a Notary Public, personally appeared Earle S. Zucht, Acting Regional Director, Southwestern Regional Office, Economic Development Administration, United States of America, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained, and that he is duly authorized in the premises.



GIVEN UNDER MY HAND AND SEAL this 26th day of April, 1974.
[Signature]
Notary Public in and for Travis County, Texas Joy F. Hickman

STATE OF TEXAS I
COUNTY OF HIDALGO I

On this 17th day of May, 1974, before me, a Notary Public, personally appeared David S. Donison, President, Board of Trustees, and Charles L. Foster, Jr., Secretary-Treasurer, respectively, of the Board of Trustees of the Knapp Memorial Methodist Hospital, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained, and that they are duly authorized in the premises.



GIVEN UNDER MY HAND AND SEAL this 17th day of May, 1974.
[Signature]
Notary Public in and for Hidalgo County, Texas

EXHIBIT "A"

West Tract Subdivision - FT 692, Lot 1, Block 141 - City of Weslaco, Hidalgo County, Texas -

A certain 0.543 acre parcel of land out of FT 692, Lot 1, Block 141, West Tract Subdivision, Weslaco, Hidalgo County, Texas, being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of FT 692, thence in a southerly direction with and along the East line of said farm tract for a distance of 849.72 feet to a point, said East line of FT 692 also being the center line of James Street;

Thence, North 80° 00' West a distance of 30.46 feet to a point on the West right-of-way line of James Street, and the point of beginning of the description of this parcel of land, and the northeast corner of this parcel;

Thence, in a southerly direction along and with the West right-of-way line of James Street (James Street having a total right-of-way width of 60 feet and equally distributed on either side of the center line, or East line of said FT 692) for a distance of 150.28 feet to a point for the southeast corner of this parcel;

Thence, North 80° 00' West a distance of 173.01 feet to a point for the southwest corner of this parcel;

Thence, North 10° 00' East a distance of 148.00 feet to a point for the northwest corner of this parcel;

Thence, South 80° 00' East a distance of 146.91 feet to the point of beginning of the description of this said parcel of land, and the northeast corner of said parcel, and containing 0.543 acres, more or less.



[Handwritten Signature]

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FILED FOR RECORD THIS DATE
At 9:28 o'clock A.M.

MAY 22 1971

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By J. Cardenas Deputy

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JOE I. CARDENAS
ATTORNEY AT LAW
FIFTH AT KANSAS AVENUE
WESLACO, TEXAS 78086
TELEPHONE 512 - 000-5520

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Schedule 12.1

Non-Solicitation; Employees

None.