

Michael D. Mayfield (8237)
Gregory S. Roberts (9092)
RAY QUINNEY & NEBEKER P.C.
36 South State Street, 14th Floor
P.O. Box 45385
Salt Lake City, Utah 84145-0385
Telephone: (801) 532-1500
Facsimile: (801) 532-7543
Email: mmayfield@rqn.com

Attorneys for Plaintiff Mazuma Capital Corp.

IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

MAZUMA CAPITAL CORP, a Utah
corporation,

Plaintiff,

vs.

ORTHO-CLINICAL DIAGNOSTICS, INC.,
a New York corporation, and ORTHO-
CLINICAL DIAGNOSTICS S.A., a
Luxembourg corporation,

Defendants.

AMENDED COMPLAINT

Civil No. 180903949
Judge Laura Scott

Plaintiff Mazuma Capital Corp, by and through its counsel, Ray Quinney & Nebeker
P.C., complains of the above-captioned defendants and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Mazuma Capital Corp ("Mazuma") is a Utah corporation with its
principal place of business in Salt Lake County, Utah.

2. Defendant Ortho-Clinical Diagnostics, Inc. ("**Ortho Inc**") is a New York corporation that transacted business in the State of Utah pursuant to the Utah Long-arm Statute, Utah Code Ann. § 78B-3-205.

3. Defendant Ortho-Clinical Diagnostics S.A. ("**Ortho SA**") is a Luxembourg corporation that transacted business in the State of Utah pursuant to the Utah Long-arm Statute, Utah Code Ann. § 78B-3-205.

4. Jurisdiction is proper in this Court pursuant to Utah Code Ann. § 78A-5-102.

5. Venue is proper in this Court pursuant to Utah Code Ann. § 78B-3-304 because the lease agreements and guaranty that are the subject of this action were to be performed in Salt Lake County, Utah.

6. Venue and jurisdiction are also proper because, in the lease agreements that are the subject of this action, defendants agreed that any action brought in connection with the lease agreements must be brought in either the state or federal courts in the State of Utah.

GENERAL ALLEGATIONS

7. On or about June 20, 2016, defendant Ortho Inc, as lessee, executed and delivered to Mazuma, as lessor, a Master Lease Agreement No. MCC1355, dated June 20, 2016 (the "**Master Lease**"), a copy of which is attached hereto as Exhibit "A" and is incorporated by this reference.

8. In connection with the Master Lease, defendant Ortho Inc, as seller, and Mazuma, as buyer, entered into a Sale and Leaseback Agreement dated June 20, 2016 (the "**Schedule 001 Sale Leaseback**"), a copy of which is attached hereto as Exhibit "B" and incorporated herein, and defendant Ortho Inc, as lessee, executed and delivered to Mazuma, as lessor, Lease Schedule

No. 001 to Master Lease Agreement No. MCC1355, dated June 20, 2016 (“**Schedule 001**”), a copy of which is attached hereto as Exhibit “C” and incorporated herein, wherein Mazuma paid Ortho Inc the sum of \$10,683,604.00 to purchase certain property and defendant Ortho Inc leased the property (the “**Schedule 001 Property**”) from Mazuma and promised to pay to Mazuma amounts described in the Schedule 001.

9. In connection with the Master Lease, defendant Ortho Inc, as seller, and Mazuma, as buyer, entered into a Sale and Leaseback Agreement dated June 20, 2016 (the “**Schedule 002 Sale Leaseback**”), a copy of which is attached hereto as Exhibit “D” and incorporated herein, and defendant Ortho Inc, as lessee, executed and delivered to Mazuma, as lessor, Lease Schedule No. 002 to Master Lease Agreement No. MCC1355, dated June 20, 2016, (“**Schedule 002**”), a copy of which is attached hereto as Exhibit “E” and incorporated herein, wherein Mazuma paid Ortho Inc the sum of \$15,675,192.00 to purchase certain property and defendant Ortho Inc leased the property (the “**Schedule 002 Property**”) from Mazuma and promised to pay to Mazuma amounts described in the Schedule 002.

10. In connection with the Master Lease, defendant Ortho Inc, as seller, and Mazuma, as buyer, entered into a Sale and Leaseback Agreement dated June 20, 2016 (the “**Schedule 003 Sale Leaseback**”), a copy of which is attached hereto as Exhibit “F” and incorporated herein, and defendant Ortho Inc, as lessee, executed and delivered to Mazuma, as lessor, Lease Schedule No. 003 to Master Lease Agreement No. MCC1355, dated June 20, 2016, (“**Schedule 003**”), a copy of which is attached hereto as Exhibit “G” and incorporated herein, wherein Mazuma paid Ortho Inc the sum of \$9,977,767.11 to purchase certain property and defendant Ortho Inc leased

the property (the **"Schedule 003 Property"**) from Mazuma and promised to pay to Mazuma amounts described in the Schedule 003.

11. Schedule 001, Schedule 002, and Schedule 003 (collectively, the **"Lease Schedules"**), together with the Master Lease are referred to hereafter collectively as the **"Lease"**. The Schedule 001 Property, the Schedule 002 Property, and the Schedule 003 Property are referred to hereafter collectively as the **"Property"**.

12. In Schedule 001, defendant Ortho Inc agreed to deliver to Mazuma a cash security deposit equal to 25% of the amount paid by Mazuma, or in the amount of \$2,670,901.00. In Schedule 002, defendant Ortho Inc agreed to deliver to Mazuma a cash security deposit equal to 25% of the amount paid by Mazuma, or in the amount of \$3,918,798.00. In Schedule 003, defendant Ortho Inc agreed to deliver to Mazuma a cash security deposit equal to 25% of the amount paid by Mazuma, or in the amount of \$2,494,441.78.

13. Consistent with the Lease Schedules, defendant Ortho Inc delivered to Mazuma cash security deposits totaling \$9,084,140.78 (the **"Security Deposits"**).

14. In connection with the Lease, Ortho Inc executed and delivered to Mazuma three Security Agreement (Cash Deposit), each dated June 20, 2018 (the **"Security Agreements"**), copies of which are attached hereto as Exhibits "H," "I," and "J" and incorporated herein, pursuant to which Ortho Inc granted to Mazuma "a security interest in the Security Deposits to secure all of [Ortho's] obligations and agreements under the Lease."

15. Each of the Lease Schedules provided for a "Base Period" of twenty-four months. Under the terms of the Master Lease, Ortho Inc's obligations at the end of the Base Period are described as follows:

Lessee's Options at Maturity of Base Period. At the end of the Base Period of any Schedule, unless otherwise provided herein, the Schedule shall automatically renew for twelve (12) additional months at the rate specified on the respective Schedule. Provided that Lessee gives written notice to Lessor, by certified mail received by Lessor at least one hundred fifty (150) days prior to the end of the Base Period of any Schedule, Lessee shall be granted the opportunity to negotiate with Lessor concerning one of the following options: (1) purchase the Property for a price to be determined by Lessor and Lessee, or (2), or terminate the Schedule and return the Property to Lessor at Lessee's expense to a destination within the continental United States specified by Lessor; provided, however, that for option (2) to apply, all accrued but unpaid late charges, interest, taxes, penalties, and any and all other sums due and owing under the Schedule must first be paid in full, the provisions of Sections 8e, 8h and 9c hereof must be specifically complied with, and Lessee must enter into a new Schedule with Lessor to lease Property which replaces the Property listed on the old Schedule. With respect to options (1) and (2), each party shall have the right in its absolute and sole discretion to accept or reject any terms of purchase or of any new Schedule, as applicable. In the event Lessor and Lessee have not agreed to either option (1) or (2) prior to the maturity of the Base Period, or if Lessee fails to give written notice via certified mail at least one hundred fifty (150) days prior to the maturity of the Base Period of its intent to negotiate, or if an Event of Default has occurred under any Schedule then options (1) and (2) shall expire and the Schedule shall automatically renew as provided herein. At the maturity of the initial twelve (12) month renewal period provided above, the Schedule shall continue in effect at the rate specified in the respective Schedule for successive periods of six (6) months, each subject to termination at the maturity of any such successive six-month renewal period by either Lessor or Lessee giving to the other party at least (30) days prior written notice of termination. Lessee acknowledges that Lessor has no obligation to enter into any agreement as a result of the initiation of discussion concerning option (1) or (2). LESSEE ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND HAS HAD THE OPPORTUNITY TO DISCUSS THEM WITH LESSOR AND/OR ITS COUNSEL SHOULD IT SO DESIRE. In the event of a disagreement between the parties in the interpretation of any provision of this Section 21(k), the parties agree that the ambiguity shall not be interpreted for or against either party upon grounds of authorship. This Section 21(k) shall supersede all prior communications, representations, agreements and understandings including but not limited to offer letters, proposal letters, comfort letters, commitment letters, emails and the like and constitutes the entire understanding and agreement between Lessor and Lessee with regard to the subject matter of this Section 21(k), and THERE IS NO UNDERSTANDING OR AGREEMENT, ORAL OR WRITTEN, WHICH IS NOT SET FORTH HEREIN; provided, however, that in

the event of a conflict between the provisions of this Section 21(k) and any Schedule, the provisions of this Schedule shall govern.

16. Under the terms of the Master Lease, Ortho Inc has the option to elect to negotiate a purchase of the Leased Property at the end of the Base Period. Under the terms of the Master Lease, if no purchase of the Property is agreed to by Mazuma and Ortho, the Lease renews for a twelve-month period, followed by six-month periods that are terminable by either party.

17. In June of 2017 Ortho Inc gave notice to Mazuma of its election to negotiate a purchase of the Property under the terms of the Master Lease and on May 23, 2018, Ortho Inc made a proposal for a purchase price for the Property under the terms of the Master Lease.

18. By letter dated May 25, 2018, Mazuma made a counter-proposal, stating a proposed purchase price for the Property that was an amount permitted under the terms of the Lease and that would be acceptable to Mazuma.

19. By letter dated May 31, 2018, Ortho Inc (1) demanded that Mazuma return the Security Deposits, (2) stated it would make no further Base Period rental payments, and (3) made no further offer regarding a purchase of the Property under the Lease.

20. By letter dated June 1, 2018, Mazuma demanded that Ortho negotiate in good faith concerning the purchase of the Property and withdraw its demand that Mazuma release the Security Deposits. In that same letter, Mazuma made another proposal for the proposed purchase under the terms of the Lease.

21. Defendant Ortho did not respond to Mazuma's proposal stated in its June 1, 2018 letter.

22. By telephone conversation on June 12, 2018, Mazuma made yet another proposal for the proposed purchase under the terms of the Lease. Defendant Ortho Inc rejected that

proposal and refused to make any counterproposal. In that telephone call, defendant Ortho Inc also failed and refused to disclose to Mazuma that defendant Ortho Inc had filed a lawsuit against Mazuma on June 7, 2018, and, contrary to express agreement in the Lease, that lawsuit was filed in the State of New York.

23. Defendant Ortho Inc has refused to withdraw its demand that Mazuma release the Security Deposits. Defendant Ortho Inc has refused to dismiss its lawsuit that was wrongfully filed in New York. Defendant Ortho Inc has refused to make any proposal for the purchase of the Property under the terms of the Master Lease since its first and only proposal stated in its May 25, 2018 letter.

FIRST CLAIM FOR RELIEF
(Declaratory Judgment)

24. Plaintiff incorporates the allegations set forth above as if fully set forth herein.

25. Pursuant to Rule 57 of the Utah Rules of Civil Procedure and Utah Code Ann. §§ 78B-6-401 *et seq.*, this Court may declare the rights and legal relations of any party in any case involving an actual controversy.

26. There is an actual controversy between Mazuma and defendants concerning their respective rights and obligations regarding the Security Deposits. Specifically, Mazuma maintains that, under the Master Lease, the Lease Schedules, and the Security Agreements, Mazuma is entitled to retain the Security Deposits until Ortho Inc has satisfied “all of [Ortho’s] obligations and agreements under the Lease.” Whereas, Ortho Inc contends that Mazuma should immediately return the Security Deposits even though Ortho’s obligations under the Lease remain outstanding.

27. Mazuma is entitled to declaratory relief against defendants declaring that Mazuma is entitled to retain the Security Deposits if and until Ortho Inc has satisfied “all of [Ortho’s] obligations and agreements under the Lease,” including the prospective right to apply the Security Deposits to any of Ortho Inc’s remaining obligations under the Lease.

SECOND CLAIM FOR RELIEF
(Breach of Lease)

28. Mazuma realleges and incorporates by reference the preceding paragraphs of this Amended Complaint as if fully set forth herein.

29. The Lease is a valid and binding agreement.

30. Mazuma performed all of its obligations under the Lease requisite to filing this action.

31. Defendant Ortho Inc defaulted on its obligations under the Lease by failing to pay the Monthly Rental payment due on June 1, 2018, plus sales taxes.

32. Alternatively, defendant Ortho Inc is in default of its obligations under the Lease due to its failure to negotiate in good faith regarding the purchase of the Property.

33. Ortho Inc filed a lawsuit against Mazuma on June 7, 2018. Contrary to the express agreement in the Lease, that lawsuit was filed in the State of New York.

34. As a result of these defaults, Mazuma is entitled to exercise all of its remedies under the Lease. Mazuma has elected, consistent with the terms and conditions of the Lease to declare the Lease in default and to hold defendant Ortho Inc liable for all amounts owed under the Lease.

35. Pursuant to the terms of the Lease and because of the defaults of defendant Ortho Inc described above, Mazuma is entitled to the immediate possession of the Property.

36. After applying all payments made, there is presently due and owing from defendant Ortho Inc, jointly and severally, to Mazuma, pursuant to the Lease, the sum of \$28,651,380.22, plus sales tax, (consisting of the June 2018 Base Period Monthly Rental Payment and eighteen renewal period Monthly Rental payments), together with late charges in the amount of \$75,398.37, together with interest on this amount from and after June 10, 2018, both before and after judgment, at the contract rate of eighteen (18%) per annum, together with additional expenditures, including property tax or sales tax, as incurred by Mazuma, less the Security Deposits in the amount of \$9,084,140.78, and less other deposits held by Mazuma in the amount of \$1,507,967.38.

37. Mazuma is also entitled to the immediate possession and use of the Property, superior to all right, title or interest of the defendants herein, and all other parties claiming under defendants.

38. Defendant Ortho Inc agreed under the terms of Lease to pay all costs and fees incurred by Mazuma in connection with enforcing its rights and/or collecting the sums owing under the Lease and Mazuma has employed the attorneys appearing herein on its behalf to enforce the rights and to collect the sums owing to Mazuma under the Lease.

THIRD CLAIM FOR RELIEF
(Breach of Guaranty)

39. Mazuma realleges and incorporates by reference the preceding paragraphs of this Amended Complaint as if fully set forth herein.

40. Defendant Ortho SA made, executed and delivered to Mazuma its Unconditional Guaranty dated June 20, 2016 (the "Guaranty") wherein defendant Ortho SA irrevocably and unconditionally guaranteed payment and performance of all of the obligations of defendant

Ortho Inc under the Lease. A true and correct copy of the Guaranty is attached hereto as Exhibit "K".

41. As a result of the defaults under the Lease, as described above, and the execution of the Guaranty, defendant Ortho SA is jointly and severally indebted to Mazuma for the sum of \$28,651,380.22, plus sales tax, (consisting of the June 2018 Base Period Monthly Rental Payment and eighteen renewal period Monthly Rental payments), together with late charges in the amount of \$75,398.37, together with interest on this amount from and after June 10, 2018, both before and after judgment, at the contract rate of eighteen (18%) per annum, together with additional expenditures, including property tax or sales tax, as incurred by Mazuma, less the Security Deposits in the amount of \$9,084,140.78, and less other deposits held by Mazuma in the amount of \$1,507,967.38.

42. In the Guaranty, defendant Ortho SA agreed to pay to Mazuma all attorneys' fees and costs incurred by Mazuma in collecting the amounts owed under the Guaranty.

FOURTH CLAIM FOR RELIEF
(Replevin)

43. Mazuma realleges and incorporates by reference the preceding paragraphs of this Amended Complaint as if fully set forth herein.

44. Pursuant to the terms and conditions of the Lease, Mazuma is entitled to possession of the Property upon a default of defendant Ortho Inc's obligations to Mazuma.

45. Defendant Ortho Inc is in breach of its obligations under the Lease as described above.

46. By virtue of defendant Ortho Inc's breach of its obligations under the Lease, defendant Ortho Inc is no longer entitled to use and possess the Property, and is wrongfully detaining it.

47. Mazuma is entitled to an order (i) directing defendant Ortho Inc to deliver, or cause to be delivered, the Property to a location to be designated by Mazuma, or such other locations as agreed by the parties; (ii) directing that the Property be immediately and permanently seized and taken from the possession of defendant Ortho Inc; and (iii) directing that the Property be delivered to Mazuma or its designated agent.

FIFTH CLAIM FOR RELIEF
(Injunction)

48. Mazuma realleges and incorporates by reference the preceding paragraphs of this Amended Complaint as if fully set forth herein.

49. In each of Schedule 001, Schedule 002, and Schedule 003, defendant Ortho Inc expressly agreed to the following:

ADDITIONAL REMEDIES ON DEFAULT: Upon the occurrence of a monetary Event of Default under the Lease, upon demand by Lessor, in addition to the remedies set forth in Section 20 of the Master Lease, Lessee shall thereupon immediately cease the use of any and all Property under each and every Schedule under the Master Lease whether such use is by Lessee or any affiliate of Lessee. In the enforcement of the remedies described in this Section, Lessor shall be entitled to an injunction restraining Lessee, or any of Lessee's affiliates, from using the Property. Lessee agrees that a violation of such will cause immediate and irreparable damage to Lessor and that the detriment which Lessor will suffer as a result of a breach by Lessee of the obligations contained in the Lease cannot be adequately compensated by monetary damages, and therefore Lessor shall be entitled to injunctive and other equitable relief to enforce the provisions of this Section.

Nothing contained herein shall prohibit Lessor from also pursuing any other remedies available under the Master Lease, the Schedule, the Security Agreement, or otherwise at law, and no action by Lessor in pursuing any other remedies shall constitute an election to forego other remedies. Lessee agrees that the foregoing

remedies are in addition to all other rights and remedies available to Lessor under the Master Lease, the Schedule, the Security Agreement, or otherwise available provided by law. In connection with Lessor's exercise of any or all of the above-listed remedies, Lessor shall be entitled to recover all costs and expenses incurred by Lessor in the enforcement of the Lease and/or the exercise of its rights hereunder, including in disabling the Property, including without limitation, reasonable attorney fees and costs incurred by Lessor. In the event of enforcement by Lessor through judicial proceedings, Lessee hereby waives any requirement that Lessor post a bond. Lessor's failure to promptly enforce any right or remedy hereunder shall not operate as a waiver of such right or remedy, and Lessor's waiver of any default shall not constitute a waiver of any subsequent or other default. Lessee further agrees that the rights and remedies available to Lessor under the Lease may be enforced by specific performance, including by injunction.

50. Defendant Ortho Inc continues to use the Property and has failed and refused to cease use of the Property.

51. Defendant Ortho Inc's continued use of the Property is in violation of the Lease.

52. There is a significant likelihood that, unless restrained by this Court, defendant Ortho Inc will continue to engage in conduct in violation of the Lease, to the detriment of Mazuma.

53. Defendant Ortho Inc agreed in the Lease that Mazuma will suffer immediate and irreparable damages as a result of Ortho Inc's breach of its obligations under the Lease which cannot be adequately compensated by monetary damages.

54. Defendant Ortho Inc agreed in the Lease to injunctive relief in favor of Mazuma enjoining defendant Ortho Inc from continued use of the Property.

55. The harm to Mazuma if an injunction is not issued outweighs any injury the injunction may cause defendant Ortho Inc.

56. The injunction requested herein is not adverse to the public interest.

57. Therefore, Mazuma is entitled to this Court's temporary restraining order, preliminary injunction, and permanent injunction enjoining defendant Ortho Inc's continued use of the Property.

PRAYER FOR RELIEF

WHEREFORE, plaintiff Mazuma Capital Corp prays for judgment and declaratory relief against defendants as follows:

ON PLAINTIFF'S FIRST CLAIM FOR RELIEF:

A. For a declaratory judgment from this Court that Mazuma is entitled to continue to hold and retain the Security Deposits, as security for defendant Ortho Inc's obligations under the Lease, until such time as defendant Ortho Inc has satisfied "all of [Ortho's] obligations and agreements under the Lease."

B. For declaratory judgment that Mazuma has the prospective right to apply the Security Deposits to any of Ortho Inc's remaining obligations under the Lease.

C. For a judgment against Ortho Inc for Mazuma attorneys' fees and other costs incurred in bringing this action.

D. Such further relief as the Court determines is just and proper.

ON PLAINTIFF'S SECOND CLAIM FOR RELIEF:

E. For judgment in favor of Mazuma Capital Corp and against defendant Ortho-Clinical Diagnostics, Inc., a New York corporation, jointly and severally, for the sum of \$28,651,380.22, plus sales tax, (consisting of the June 2018 Base Period Monthly Rental Payment and eighteen renewal period Monthly Rental payments), together with late charges in the amount of \$75,398.37, together with interest on this amount from and after June 10, 2018,

both before and after judgment, at the contract rate of eighteen (18%) per annum, together with additional expenditures, including property tax or sales tax, as incurred by Mazuma, less the Security Deposits in the amount of \$9,084,140.78, and less other deposits held by Mazuma in the amount of \$1,507,967.38.

F. For a judgment and decree adjudging and decreeing that plaintiff Mazuma Capital Corp is entitled to immediate possession, use and enjoyment of the Property (as that term is defined herein), superior to all right, title or interest of the defendants, and all other parties claiming under defendants.

G. For judgment in favor of plaintiff Mazuma Capital Corp and against defendant Ortho-Clinical Diagnostics, Inc., a New York corporation, jointly and severally, for attorneys' fees incurred herein, court costs, and all other costs of collection.

H. Such further relief as the Court determines is just and proper.

ON PLAINTIFF'S THIRD CLAIM FOR RELIEF:

I. For judgment in favor of Mazuma Capital Corp and against defendant Ortho-Clinical Diagnostics S.A., a Luxembourg corporation, jointly and severally, for the sum of \$28,651,380.22, plus sales tax, (consisting of the June 2018 Base Period Monthly Rental Payment and eighteen renewal period Monthly Rental payments), together with late charges in the amount of \$75,398.37, together with interest on this amount from and after June 10, 2018, both before and after judgment, at the contract rate of eighteen (18%) per annum, together with additional expenditures, including property tax or sales tax, as incurred by Mazuma, less the Security Deposits in the amount of \$9,084,140.78, and less other deposits held by Mazuma in the amount of \$1,507,967.38.

J. For judgment in favor of plaintiff Mazuma Capital Corp and against defendant Ortho-Clinical Diagnostics S.A., a Luxembourg, jointly and severally, for attorneys' fees incurred herein, court costs, and all other costs of collection.

K. Such further relief as the Court determines is just and proper.

ON PLAINTIFF'S FOURTH CLAIM FOR RELIEF:

L. For immediate issuance of a writ of replevin (i) directing defendant Ortho Inc to deliver, or cause to be delivered, the Property to a location to be designated by Mazuma, or such other locations as agreed by the parties; (ii) directing that the Property be immediately and permanently seized and taken from the possession of defendant Ortho Inc; and (iii) directing that the Property be delivered to Mazuma or its designated agent.

M. Such further relief as the Court determines is just and proper.

ON PLAINTIFF'S FIFTH CLAIM FOR RELIEF:

N. For immediate issuance of a Temporary Restraining Order and Preliminary and Permanent Injunction restraining and enjoining defendant Ortho Inc, directly or indirectly, from using the Property.

O. Such further relief as the Court determines is just and proper.

DATED: June 14, 2018.

RAY QUINNEY & NEBEKER P.C.

/s/Michael D. Mayfield
Michael D. Mayfield
Gregory S. Roberts
Attorneys for Plaintiff Mazuma Capital Corp.

Plaintiff's Address:

Mazuma Capital Corp.

10813 S. River Front Pkwy, Suite 450

South Jordan, Utah 84095

1456387

EXHIBIT “A”

MAZUMA CAPITAL CORP
10813 S. River Front Parkway, Suite 475
South Jordan, Utah 84095

MASTER LEASE AGREEMENT NO. MCC1355

THIS MASTER LEASE AGREEMENT is made on June 20, 2016, between MAZUMA CAPITAL CORP, with its principal office at 10813 South River Front Parkway, Suite 475, South Jordan, Utah 84095 (the "Lessor") and ORTHO-CLINICAL DIAGNOSTICS, INC., a corporation organized in the state of New York, with its principal office at 1001 US Highway 202, Raritan, New Jersey 08869 (the "Lessee").

SECTION 1. DEFINITIONS:

All capitalized terms not defined herein are defined in the Schedule.

- a. "Acceptance and Delivery Certificate" means any acceptance and delivery certificate, executed by the Lessee in connection with a Schedule, a Master Progress Payment Agreement, if any, and this Master Lease Agreement whereby the Lessee acknowledges that the items of Property to be leased have been delivered, received, installed, examined and tested and determined by Lessee to be satisfactory.
- b. "Base Period" means the period of any Lease referred to as such on the related Schedule under this Master Lease Agreement.
- c. "Certificate" means an Acceptance and Delivery and Approval for Progress Payment Certificate executed by the Lessee in connection with a Schedule, a Master Progress Payment Agreement and this Master Lease Agreement.
- d. "Date of Acceptance" means except as otherwise provided in Section 8b of this Master Lease Agreement, the date Lessee accepts the Property designated on any Schedule, as set forth in any Acceptance and Delivery Certificate executed by the Lessee in form provided by Lessor.
- e. "Lease Commencement Date" means as to the Property designated on any Schedule, where the Date of Acceptance for such Schedule falls on the first day of a calendar quarter, that date, and in any other case, the first day of the calendar quarter following the calendar quarter in which such Date of Acceptance falls.
- f. "Lease" means a Schedule incorporating the terms of this Master Lease Agreement, together with the related Master Progress Payment Agreement, if any, Stipulated Loss Schedule, Acceptance and Delivery Certificate, UCC financing statements and all other supporting documentation related thereto.
- g. "Lessor's Damages" means the Stipulated Loss Value together with costs, expenses, attorney's fees, interest, and any determinable indemnity owed by Lessee to Lessor.
- h. "Master Progress Payment Agreement" means an agreement under which (i) Lessee accepts items of Property by signing a Certificate, (ii) Lessor agrees to purchase said items or Property, and (iii) Lessee agrees to pay service charges, all prior to the Date of Acceptance of the Schedule.
- i. "Monthly Rental" means the monthly rental, together with sales tax and other amounts, if applicable, referred to as such on the related Schedule under this Master Lease Agreement.
- j. "Property" means equipment and other property, together with all related software whether embedded therein or otherwise, with all attachments, replacements, parts, substitutions, additions, repairs, accessions and accessories, incorporated therein and/or affixed thereto described in any Lease Schedule to be executed and delivered by Lessor and Lessee in connection with this Master Lease Agreement.
- k. "Schedule" means any Lease Schedule to be executed and delivered by Lessor and Lessee under this Master Lease Agreement, which Schedule states the terms and other data associated with the Schedule and describes the leased Property.

l. "Software" means any computer program and supporting data, including all documentation, later versions, updates, upgrades and modifications, provided and/or described in any Lease Schedule to be executed and delivered by Lessor and Lessee in connection with this Master Lease Agreement.

m. "Stipulated Loss Schedule" means Schedule of Stipulated Loss Values relating to a specific Schedule under this Master Lease Agreement.

SECTION 2. LEASE:

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor the Property described in any Schedule executed and delivered by Lessor and Lessee in connection with this Master Lease Agreement. Each Schedule shall incorporate by reference the terms and conditions of this Master Lease Agreement, and together with the Acceptance and Delivery Certificate and Master Progress Payment Agreement, if applicable, shall constitute a separate Lease.

SECTION 3. TERM OF LEASE:

The term of any Lease, as to all Property designated on the applicable Schedule, shall commence on the Date of Acceptance for such Property, and shall continue for a Base Period ending that number of months from the Lease Commencement Date as specified in the Schedule. Thereafter, Lessee shall have those options as provided in Section 21k of this Master Lease Agreement.

SECTION 4. RENT AND PAYMENT:

Lessee shall pay as rent for use of the Property, aggregate rentals equal to the sum of all the Monthly Rentals and other payments due under the Lease for the entire Base Period. The Monthly Rental shall begin on the Date of Acceptance and shall be due and payable by Lessee in advance on the first day of each month throughout the Base Period, provided, however, that if quarterly rental payments are specified on a Schedule, the quarterly rental shall be due and payable by Lessee in advance on the first day of each quarter throughout the Base Period. If the Date of Acceptance does not fall on the first day of a calendar quarter, then the first rental payment shall be calculated by multiplying the number of days from and including the Date of Acceptance to the Lease Commencement Date by a daily rental equal to one-thirtieth (1/30) of the Monthly Rental, and shall be due and payable on the Date of Acceptance. Lessee shall pay to Lessor, or its assigns, all rentals as due when due, without notice or demand, to Lessor's address set forth above, or as otherwise directed in writing by Lessor, or its assigns. **LESSEE SHALL NOT ABATE, SET OFF OR DEDUCT ANY AMOUNT OR DAMAGES FROM OR REDUCE ANY MONTHLY RENTAL OR OTHER PAYMENT DUE FOR ANY REASON, INCLUDING AS TO ANY SECURITY DEPOSIT PROVIDED OR DEEMED PROVIDED BY LESSEE. THIS LEASE IS NON-CANCELABLE FOR THE ENTIRE TERM OF THE BASE PERIOD AND ANY CONTINUATION PERIODS.**

If any rental or other payment due under any Lease shall be unpaid ten (10) days after its due date, Lessee will pay on demand, as a late charge, but not as interest, the greater of twenty-five dollars (\$25.00) or five percent (5%) of any such unpaid amount but in no event to exceed maximum lawful charges.

SECTION 5. NET LEASE:

This is a fully net, non-cancelable lease contract which may not be terminated for any reason except as otherwise specifically provided herein. Lessee has no right of prepayment unless agreed to in writing by Lessor. Lessor and Lessee agree that any Lease is a "Finance Lease" as defined by the Uniform Commercial Code Article 2A. Lessee shall be responsible for and shall indemnify Lessor against, all costs, expenses and claims of every nature whatsoever arising out of or in connection with or related to the Lease or the Property.

Lessee acknowledges and agrees that its obligations to pay all Monthly Rentals and other amounts due and owing and perform its obligations hereunder shall be primary, absolute, unconditional, independent and irrevocable and shall not be subject to or affected by (i) any circumstance whatsoever, including, without limitation, any setoff, counterclaim, recoupment, abatement, suspension, reduction, rescission, defense or other right otherwise available to Lessee (including any reduction or setoff arising from any security deposit provided or deemed provided by Lessee); (ii) any defect in the title, merchantability, condition, design, operation or fitness for use of, or any damage to, removal, abandonment, requisition, taking condemnation or loss or theft or destruction of, the Property, or any interference, interruption, restriction, curtailment or cessation in or prohibition of the use or possession thereof by the Lessee or any other person for any reason whatsoever; or (iii) failure on the part of the manufacturer or the shipper of the Property to deliver the Property or any part thereof to Lessee. Lessor is not responsible to install, test, repair or service any Property.

SECTION 6. CONDITIONS PRECEDENT:

Lessor's obligations under each Schedule, including its obligation to purchase and lease any Property to be leased thereunder, are conditioned upon Lessor's receipt of, in form or substance satisfactory to Lessor, and Lessor's determination that all of the following are satisfactory: (i) evidence as to due compliance with the insurance provisions hereof; (ii) Uniform Commercial Code financing statements and all other lien and other filings and recordings (including as to real property records and fixture) as required by Lessor or Lessor's Assignee; (iii) lien searches in the jurisdiction of Lessee's organization and in each jurisdiction in which the Property and/or Lessee's chief executive office are located, including real estate records if required by Lessor or Lessor's Assignee, all which confirm that the Property is free and clear of any encumbrance or claim; (iv) incumbency and signature of the officers of Lessee authorized to execute such documents; (v) resolutions of Lessee's Board of Directors and/or Members duly authorizing the leasing, or sale and leaseback, as the case may be, of the Property hereunder and the execution, delivery and performance of the Lease; (vi) if requested by Lessor, certificates of good standing from the jurisdiction of Lessee's organization, and (vii) if requested by Lessor, a copy of Lessee's organizational documents and evidence of Lessee's organizational number.

SECTION 7. TAXES AND FEES:

Lessee shall promptly pay to Lessor, and agrees to indemnify and hold Lessor harmless from all taxes, fees, assessments and charges paid, payable or required to be collected by Lessor (together with any penalties, fines or interest thereon), which are levied or based on the Monthly Rental or other payment due under the Lease, or on the delivery, acquisition, possession, use, operation, lease, rental, sale, purchase, control or value of the Property, including without limitation, registration and license fees and assessments, recycling fees, state and local privilege or excise taxes, documentary stamp taxes or assessments, sales and use taxes, personal and other property taxes, and taxes or charges based on gross revenue, but excluding taxes based on Lessor's net income, (collectively "taxes"), whether the same be assessed to Lessor or Lessee. Lessee also agrees to pay to Lessor all servicing and administrative costs associated with processing and paying various fees and taxes. Lessor shall file all required reports and returns with all applicable governmental agencies relating to the taxes concerning the Property.

SECTION 8. USE; ALTERATIONS AND ATTACHMENTS:

- a. The Property is leased solely for commercial or business purposes.
- b. After Lessee receives and inspects any Property and is satisfied that the Property is satisfactory, Lessee shall execute and deliver to Lessor an Acceptance and Delivery Certificate in form provided by Lessor; provided, however, that Lessee's failure to execute and deliver an Acceptance and Delivery Certificate for any Property shall not affect the validity and enforceability of the Lease with respect to the Property. If Lessee has executed and delivered a Master Progress Payment Agreement, Lessor may, in its sole discretion, at any time by written notice to Lessee, declare all prior Certificates executed in connection with the Master Progress Payment Agreement to be and constitute the Acceptance and Delivery Certificate for all purposes under the Lease, and the Date of Acceptance of the Lease shall be the date determined by Lessor in its sole discretion which shall not be earlier than the date of the last Certificate. If the

Property is the subject of a sale and leaseback transaction between Lessee, as seller/lessee, and Lessor as buyer/lessor, then Lessee shall execute and deliver all such sale and leaseback documentation as Lessor may require.

- c. The Property is and shall remain personal property during the term of the Lease, unless as otherwise provided in the Schedule, notwithstanding that any portion thereof may in any manner become affixed, attached to or located on real property or any building or improvement thereon. Lessee shall not affix or attach, or permit any of the Property to become affixed or attached to any real property in any manner which would change its nature from that of personal property to real property. Lessee shall not permit the Property to become an accession to other goods or a fixture to or part of any real property. Upon Lessor's or Lessor's Assignee's request, Lessee will obtain and deliver to Lessor a lien waiver in a form satisfactory to Lessor or Lessor's Assignee, as applicable, from all persons not a party hereto who might claim an interest, lien or other claim in the Property. Lessee represents that it is the owner of the real property located at 100 Indigo Creek Drive, Rochester, NY 14626 and that its ownership is free and clear of any and all liens and encumbrances including any mortgages.
- d. Lessee shall at all times keep the Property in its sole possession and control. The Property shall not be moved from the location stated in the Schedule without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, in no event shall the Property be moved to a location outside the United States.
- e. Lessee may not make alterations or attachments to the Property without first obtaining the written consent of Lessor. Any such alterations or attachments shall be made at Lessee's expense and shall not interfere with the normal and satisfactory operation or maintenance of the Property. The manufacturer may incorporate engineering changes or make temporary alterations to the Property upon request of Lessee. Unless Lessor shall otherwise agree in writing, all such alterations and attachments shall be and become the property of Lessor upon their attachment to the Property or, at the option of Lessor, shall be removed by Lessee at the termination of the Lease and the Property restored at Lessee's expense to its original condition, reasonable wear and tear only excepted.
- f. In the event the Property includes Software, the following shall apply: (i) Lessee shall possess and use the Software in accordance with the terms and conditions of any license agreement entered into with the owner/vendor/licensor of such Software ("License") (at Lessor's request, Lessee shall provide a complete copy of the License to Lessor) and shall not breach the License; (ii) Lessee agrees that Lessor has an interest in the License and Software due to its payment of the price thereof and is an assignee or third-party beneficiary of the License; (iii) as due consideration for Lessor's payment of the price of the License and Software and for providing the Software to Lessee at a lease rate (as opposed to a debt rate), Lessee agrees that Lessor is leasing (and not financing) the Software to Lessee; (iv) except for the original price paid by Lessor, Lessee shall, at its own expense, pay promptly when due all servicing fees, maintenance fees, update and upgrade costs, modification costs, and all other costs and expenses relating to the License and Software and maintain the License in effect during the term of the Lease; and (v) the Software shall be deemed Property for all purposes under the Lease.
- g. Lessee shall comply with all applicable laws, regulations, requirements, rules and orders, all manufacturer's instructions and warranty requirements, and with the conditions and requirements of all policies of insurance with respect to the Property and the Lease.
- h. Lessee shall cause or has caused the Property to be installed, used, operated and, at the termination of the Lease, if applicable, removed at Lessee's expense (i) in accordance with any applicable manufacturer's manuals or instructions; (ii) by competent and duly qualified personnel only; and (iii) in accordance with applicable governmental regulations.
- i. Relating to Lessee's use of the Property, Lessee shall comply with all present and future material federal, state, regional and municipal laws, statutes, ordinances, regulations, rules, judicial and similar requirements of all federal, state, regional and municipal governmental agencies, bodies or officials or other governmental entities with legal authority pertaining to the protection of human or wildlife health and safety or the environment, including, without limitation, any such laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits,

licenses, approvals, authorizations and similar requirements regulating or relating to Hazardous Materials (defined below) or to the generation, use, storage, release, presence, disposal, transport, or handling of any other substance, oil, oil byproducts, gas element, or material which has the potential to pollute, contaminate or harm any land, subsurface area, water source or watercourse, air or other natural resource, hereinafter referred to as "Environmental Laws".

"Hazardous Materials" is defined as any hazardous or toxic substance, material or waste that are or become regulated under any applicable local, state or federal law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or defined by the Environmental Protection Agency ("EPA") as "any material that poses a threat to human health and/or the environment. Typical hazardous substances are toxic, corrosive, ignitable, explosive, or chemically reactive".

SECTION 9. MAINTENANCE AND REPAIRS; RETURN OF PROPERTY.

- a. During the continuance of each Lease, Lessee shall, at its own cost and expense, and in accordance with all manufacturer maintenance specifications, (i) keep the Property in good repair, condition, operating order and appearance, (ii) make all necessary adjustments repairs and replacements, (iii) not use or permit the Property to be used for any purpose for which, in the opinion of the manufacturer, the Property is not designed or reasonably suitable, and (iv) furnish all required parts, mechanisms, devices and servicing, so as to keep each item of Property and any part in good repair and operating order (ordinary wear and tear excepted) in the same condition and appearance as when delivered to the Lessee. Such parts, mechanisms and devices shall immediately become a part of the Property for all purposes hereunder and title thereto shall vest in Lessor. If the manufacturer does not provide maintenance specifications, Lessee shall perform all maintenance in accordance with industry standards for like property.
- b. During the continuance of each Lease, Lessee shall, at its own expense, enter into and maintain in force a contract with the manufacturer or other qualified maintenance organization reasonably satisfactory to Lessor for maintenance of each item of Property that requires such a contract. Such contract as to each item shall commence upon the earlier of the Certificate date, if applicable, or the Date of Acceptance. Upon request Lessee shall furnish Lessor with a copy of such contract.
- c. Lessee shall pay all shipping and delivery charges and other expenses incurred in connection with the Property. Upon default, or at the expiration or earlier termination of any Lease, Lessee shall, at Lessor's request, at its own expense, assemble, prepare for shipment and promptly return the Property to Lessor at the location within the continental United States designated by Lessor. Upon such return, the Property shall be in the same operating order, repair, condition and appearance as on the Date of Acceptance, except for reasonable wear and tear from proper use thereof, and shall include all engineering changes theretofore prescribed by the manufacturer. Lessee shall provide maintenance certificates or qualification letters and/or arrange for and pay all costs which are necessary for the manufacturer to accept the Property under contract maintenance at its then standard rates ("recertification"). The term of the Lease shall continue upon the same terms and conditions until such recertification has been obtained.
- d. With regard to Software, at the expiration or earlier termination of any Lease, or upon demand by Lessor upon the occurrence of an Event of Default (hereinafter defined) under the Lease, Lessee shall (i) destroy all copies or duplicates of the Software which were not returned to Lessor (ii); delete from its systems all Software then installed; (iii) cease using the Software altogether or, iv) disable the computers, computer systems or other equipment which run and/or operate and or are controlled by the Software. Upon its receipt from Lessee, Lessor shall be responsible to return the Software to the owner/vendor/licensor so that Lessee shall not be in breach of any software license.
- e. Lessee shall immediately notify Lessor in writing of all details concerning any damage or loss to the Property, including without limitation, any damage or loss arising from the alleged or apparent improper manufacture, functioning or operation of the Property.

SECTION 10. OWNERSHIP AND INSPECTION:

- a. The Property shall at all times be the property of Lessor or its assigns, and Lessee shall have no right, title or interest therein except as to the use thereof subject to the terms and conditions of the Lease. For purposes of the foregoing, Lessee transfers to Lessor all of Lessee's right, title and interest (including all ownership interest) in and to the Property free and clear of all liens, security interests and encumbrances. Lessor may affix (or require Lessee to affix) tags, decals or plates to the Property indicating Lessor's ownership, and Lessee shall not permit their removal or concealment. Lessee shall not permit the name of any person or entity other than Lessor or its assigns to be placed on the Property as a designation that might be interpreted as a claim of ownership or security interest.
- b. Lessor, Lessor's Assignee's and their assigns and their agents shall have free access to the Property at all reasonable times during normal business hours for the purpose of inspecting the Property and for any other purpose contemplated in the Lease. Lessee shall pay all inspection costs incurred by Lessor.
- c. **LESSEE SHALL KEEP THE PROPERTY AND LESSEE'S INTEREST UNDER ANY LEASE FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT THOSE PERMITTED IN WRITING BY LESSOR OR LESSOR'S ASSIGNEES.**

SECTION 11. DISCLAIMER OF WARRANTIES:

- a. WITHOUT WAIVING ANY CLAIM THE LESSEE MAY HAVE AGAINST ANY MANUFACTURER, LESSEE ACKNOWLEDGES AND AGREES THAT I) LESSOR IS NOT A SELLER, SUPPLIER OR THE MANUFACTURER OF THE PROPERTY (AS SUCH TERMS ARE DEFINED OR USED, AS THE CASE MAY BE, IN THE UNIFORM COMMERCIAL CODE) OR DEALER, NOR A SELLER'S OR A DEALER'S AGENT THEREIN, II) THE PROPERTY IS OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY AND ACCEPTABLE TO THE LESSEE, III) THE LESSEE HAS EXAMINED AND IS SATISFIED THAT EVERY ITEM OF PROPERTY IS SUITABLE FOR ITS PURPOSE, IV) THE LESSEE TAKES THE PROPERTY AND EACH PART THEREOF "AS IS" AND "WHERE IS", V) THE LESSOR HAS NOT MADE AND DOES NOT MAKE, AND HEREBY DISCLAIMS LIABILITY FOR, AND LESSEE HEREBY WAIVES ALL RIGHTS AGAINST LESSOR RELATING TO, ANY AND ALL WARRANTIES, REPRESENTATIONS OR OBLIGATIONS WHATSOEVER, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, RELATING TO THE PROPERTY, OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES, REPRESENTATIONS OR OBLIGATIONS AS TO: (1) THE DESCRIPTION, CONDITION, DESIGN, QUALITY OR PERFORMANCE OF THE PROPERTY OR QUALITY OR CAPACITY OF MATERIALS OR WORKMANSHIP IN THE PROPERTY; (2) ITS MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE WHETHER OR NOT DISCLOSED TO LESSOR; (3) THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE (4) THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT OR THE LIKE; AND (5) THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT. It is agreed that all such risks incident to the matters described in this Section 11a, as between the Lessor and the Lessee are to be borne by the Lessee. If the Property or Software is not properly installed, does not function as represented or warranted by original owner/seller/supplier/licensor, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against original owner/seller/supplier/licensor and shall nevertheless pay all sums payable under the Lease. Lessee hereby waiving the right to make any such claims against Lessor. Lessor shall not be liable to Lessee for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Property or the use, possession or maintenance thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repair, service or adjustment, or by any interruption of service or loss of use thereof (including without limitation, Lessee's use of or right to use any Software) or for any loss of business howsoever caused.

- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, LESSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LESSEE OR ANY THIRD PARTY, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF LESSOR IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF ANY LEASE WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE FROM ANY OTHER PROVISION AND IS A SEPARABLE AND INDEPENDENT ELEMENT OF RISK ALLOCATION AND IS INTENDED TO BE ENFORCED AS SUCH.

- c. Lessor assigns to Lessee all assignable warranties on the Property, including without limitation any warranties described in Lessor's purchase contract, which assignment shall be effective only (i) during the Base Period and any continuation period thereof; and (ii) so long as no Event of Default exists.

SECTION 12. ASSIGNMENT BY LESSOR:

Lessor may assign or transfer its rights and interests in the Lease and/or the Property to another party ("Lessor's Assignee") either outright or as security for loans (collectively the "Underwriting"). Lessee acknowledges and agrees that each Lessor's Assignee shall be entitled to all of Lessor's rights and benefits under the applicable Lease. Upon notice of any such assignment and instructions from Lessor, Lessee shall pay its Monthly Rental and other payments and perform its other obligations under the Lease to the Lessor's Assignee (or to another party designated by Lessor's Assignee). Upon any such sale or assignment, LESSEE'S OBLIGATIONS TO LESSOR'S ASSIGNEE UNDER THE ASSIGNED LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND LESSEE WILL NOT ASSERT AGAINST LESSOR'S ASSIGNEE ANY CLAIM, DEFENSE, OFFSET OR COUNTERCLAIM WHICH LESSEE MIGHT HAVE AGAINST LESSOR. Lessee waives and will not assert against any Lessor's Assignee any claims, defenses, or set-offs which Lessee could assert against Lessor, including any setoff or reduction arising from any security deposit provided or deemed provided by Lessee. Lessor's Assignee shall have all of the rights but none of the obligations of Lessor under the assigned Lease, and after such assignment Lessor shall continue to be responsible for all of Lessor's obligations under the Lease.

Upon any such assignment, Lessee agrees to promptly execute or otherwise authenticate and deliver to Lessor estoppel certificates, acknowledgments of assignment, records and other documents requested by Lessor which acknowledge the assignment, affirmation of provisions of the Lease which may be required to effect the Underwriting. Lessee authorizes Lessor's assigns to file UCC-1 financing statements or precautionary filings as Lessor or its assigns deem necessary. Lessor's assigns are authorized to take any measures necessary to protect their interest in the Property.

Only one executed counterpart of any Schedule shall be marked "Original"; any other executed counterparts shall be marked "Duplicate Original" or "Counterpart". No security interest in any Schedule may be created or perfected through the transfer or possession or control, as applicable, of any counterpart other than the document or record, as applicable, marked "Original".

SECTION 13. ASSIGNMENT BY LESSEE:

LESSEE MAY NOT ASSIGN ANY LEASE OR ANY OF ITS RIGHTS HEREUNDER OR SUBLEASE THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. NO PERMITTED ASSIGNMENT OR SUBLEASE SHALL RELIEVE LESSEE OF ANY OF ITS OBLIGATIONS HEREUNDER.

Subject to the terms of this Lease, this Lease and each Schedule inure to the benefit of, and are binding upon, the successors and assigns of Lessee, and,

without limiting the foregoing, shall bind all persons who become bound as a "new debtor" (as defined in the Uniform Commercial Code) to this Lease and any Schedule.

SECTION 14. LESSEE'S REPRESENTATIONS AND WARRANTIES: Lessee represents and warrants as follows:

- a. The execution, delivery and performance by Lessee of any Lease does not violate any law or governmental rule, regulation, or order applicable to Lessee, does not and will not contravene any provision of, constitute a default under, or result in the creation of any lien on or in any property or assets of the Lessee, pursuant to any indenture, mortgage, contract, or other instrument to which it is bound and, upon execution and delivery of each Lease, will constitute a legal, valid and binding agreement of Lessee, enforceable in accordance with its terms.
- b. If Lessee is a partnership, that it is duly organized by written partnership agreement and validly existing in accordance with the laws of the jurisdiction of its organization, that it is duly qualified to do business in each jurisdiction where the Property is, or is to be located, and has full power and authority to hold property under lease and to enter into and perform its obligations under any Lease; that the execution, delivery and performance by Lessee of any Lease has been duly authorized by all necessary action on the part of the Lessee, and is not inconsistent with its partnership agreement or other governing instruments. Upon request, Lessee will deliver to Lessor certified copies of its partnership agreement and other governing instruments and original certificate of partners and other instruments deemed necessary or desirable by Lessor. To the extent required by applicable law, Lessee has filed and published its fictitious business name certificate.
- c. If Lessee is a corporation, that it is duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, that it is duly qualified to do business in each jurisdiction where any Property is, or is to be located, and has full corporate power and authority to hold property under lease and to enter into and perform its obligations under any Lease; that the execution, delivery and performance by Lessee of any Lease has been duly authorized by all necessary corporate action on the part of Lessee, and is not inconsistent with its articles of incorporation or by-laws or other governing instruments.
- d. (i) Lessee's state of organization is the state listed in the introductory paragraph of this Lease; (ii) Lessee's principal office is located in the state listed in the introductory paragraph of this Lease; (iii) Lessee is the legal entity or organization indicated in the introductory paragraph of this Lease, which organization is duly organized, validly existing and in good standing under the laws of the state listed in the introductory paragraph of this Lease; and (iv) Lessee's full and exact legal name is the same as listed in the introductory paragraph of this Lease.
- e. No action, including any permits or consents, in respect of or by any state, federal or other governmental authority or agency is required with respect to the execution, delivery and performance by Lessee of any Lease.
- f. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under any Lease.

SECTION 15. LESSEE'S WAIVERS:

To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by §§ 70A-2A-508 through 70A-2A-522 of the Utah Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel the Lease; (ii) repudiate the Lease; (iii) reject the Property; (iv) revoke acceptance of the Property; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) claim, grant or permit a security interest in the Property in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under the Lease; (viii) recover by making any purchase or lease of or contract to purchase or lease property in substitution for the Property due from Lessor; (ix) recover any general, special, incidental or consequential damages, for any reason whatsoever; and (x) commence legal action against Lessor for specific performance, replevin, detinue, sequestration,

claim and delivery or the like for any Property identified in the Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Property in mitigation of Lessor's Damages as set forth in Section 20 hereof or which may otherwise limit or modify any of Lessor's rights or remedies in that section.

SECTION 16. RISK OF LOSS ON LESSEE.

From the earlier of the date the supplier ships the Property to Lessee or the date Lessor confirms Lessee's purchase order or contract to supplier until the date the Property is returned to Lessor as provided in the Lease, Lessee hereby assumes and shall bear all risk of loss for theft, damage, non-delivery or destruction to the Property or caused by the Property to the environment, persons or other property (hereafter, such loss, damage, non-delivery or destruction to the Property or caused by the Property to the environment, persons or other property shall be referred to as the "Casualty"), howsoever caused. NO SUCH CASUALTY SHALL IMPAIR ANY OBLIGATION OF LESSEE UNDER THIS LEASE, WHICH OBLIGATION, INCLUDING TIMELY RENTAL PAYMENTS, SHALL CONTINUE IN FULL FORCE AND EFFECT.

SECTION 17. INSURANCE:

Lessee shall obtain and maintain for the entire time the Lease is in effect, at its own expense (as primary insurance for Lessor and Lessee), property damage and liability insurance and insurance against loss or damage to the Property including without limitation loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on the type of Property leased under any Lease and by businesses in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be reasonably satisfactory to Lessor; provided, however, that the amount of insurance against loss or damage to the Property shall be equal to or greater than the full replacement value or the Stipulated Loss Value (as defined herein) of such items of Property. Stipulated Loss Value means the product of the Property cost (as designated on the related Schedule) and the applicable percentage factor set forth on the Stipulated Loss Schedule attached to the Schedule ("Stipulated Loss Value"). Each insurance policy will name Lessee as insured and Lessor and Lessor's Assignees as additional insureds and loss payees thereof, shall contain cross-liability endorsements and shall contain a clause requiring the insurer to give Lessor and Lessor's Assignees at least thirty (30) days prior written notice of any material alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance or other evidence reasonably satisfactory to Lessor that such insurance coverage is in effect; provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. All insurance covering loss or damage to the Property shall contain a breach of warranty clause reasonably satisfactory to Lessor.

In the event of a Casualty to the Property (or any part thereof) and irrespective of payment from any insurance coverage maintained by Lessee, but applying full credit thereon, Lessee shall at the option of Lessor, (i) place the Property in good repair, condition and working order; or (ii) replace the Property (or any part thereof) with like property of equal or greater value, in good repair, condition and working order and transfer clear title to such replacement property to Lessor whereupon such replacement property shall be deemed the Property for all purposes under the Lease; or (iii) promptly pay to Lessor the total rent due and owing at the time of such payment plus an amount calculated by Lessor which is equal to the Stipulated Loss Value (defined in the Stipulated Loss Schedule) specified in the Stipulated Loss Schedule attached to the Schedule.

Lessee shall notify Lessor within ten (10) days of the actual date of the Casualty; Lessor will notify Lessee of its election of either option (i), (ii), or (iii), as set forth above, within five (5) days of receipt of Lessee's notice. Lessee will then fully perform the repair, replacement or payment (as elected by Lessor) within ninety (90) days of the date of the Casualty.

SECTION 18. INDEMNIFICATION:

Lessee shall indemnify and hold Lessor harmless from and against any and all claims, (including without limitation negligence, tort and strict liability), damages, judgments, suits and legal proceedings, and any and all costs and expenses in connection therewith (including attorney fees incurred by Lessor either in enforcing this indemnity or in defending against such claims), arising out of or in any manner connected with or resulting from the Lease or the

Property, including, without limitation the manufacture, purchase, financing, ownership, rejection, non-delivery, transportation, delivery, possession, use, operation, maintenance, condition, lease, return, storage or disposition thereof; including without limitation (i) claims for injury to or death of persons and for damage to property; (ii) claims relating to latent or other defects in the Property whether or not discoverable by Lessor; (iii) claims relating to patent, copyright, or trademark infringement; (iv) claims for wrongful, negligent or improper act or misuse by Lessor; and (v) claims for any damages to persons or property, any costs associated with, or any fines caused by violation of any Environmental Laws. Lessee agrees to give Lessor prompt notice of any such claim or liability. For purposes of this paragraph and any Lease, the term "Lessor" shall include Lessor, Lessor's Assignees, and their successors and assigns, shareholders, members, owners, partners, directors, officers, representatives and agents, and the provisions of this paragraph shall survive expiration of any Lease with respect to events occurring prior thereto.

Upon request of Lessor, Lessee shall assume the defense of all demands, claims, or actions, suits and all proceedings against Lessor for which indemnity is provided and shall allow Lessor to participate in the defense thereof. Lessor shall be subrogated to all rights of Lessee for any matter which Lessor has assumed obligation hereunder, and may settle any such demand, claim, or action without Lessee's prior consent, and without prejudice to Lessor's right to indemnification hereunder.

SECTION 19. DEFAULT:

An "Event of Default" shall occur under any Lease if:

- a. Lessee fails to pay any Monthly Rental or other payment required under the Lease when the same becomes due and payable and such failure continues for ten (10) days after its due date;
- b. Lessee fails to promptly execute or otherwise authenticate and deliver to Lessor or its assigns any document or record, as applicable, required under the terms of this Master Lease Agreement or any Schedule;
- c. Lessee attempts to or does, remove, sell, assign, transfer, encumber, sublet or part with possession of any one or more items of the Property or any interest under any Lease, except as expressly permitted herein, or permits a judgment or other claim to become a lien upon any or all of Lessee's assets or upon the Property;
- d. Lessee permits any item of Property to become subject to any levy, seizure, attachment, assignment or execution; or Lessee abandons any item of Property;
- e. Lessee fails to immediately (within ten (10) days) notify Lessor of any loss, damage, or destruction to the Property or fails to timely repair, replace, or make payment as required in Section 17, herein;
- f. Lessee is in default under any Lease or agreement executed with Lessor; or Lessee fails to sign or otherwise authenticate and deliver to Lessor any document or record requested by Lessor in connection with any Lease executed with Lessor; or Lessee fails to do anything determined by Lessor to be necessary or desirable to effectuate the transaction contemplated by any Lease executed with Lessor; or Lessee fails to protect Lessor's rights and interests in any Lease and the Property; or Lessee fails to provide financial statements to Lessor as provided in Section 21m hereof; or Lessee, any guarantor of any Lease, or any affiliate of either such parties is in default (as defined in any of Lessee's credit or loan agreements) under any of such parties term loan(s), revolving loan(s), or debt indenture agreement(s) or as to any other debt financing;
- g. Lessee or any guarantor, fails to observe or perform any of its other covenants and obligations (other than as expressly specified in this Section 19) required to be observed or performed under the Lease or Guaranty and such failure continues uncured for thirty (30) days after occurrence thereof, except that the thirty (30) day cure period shall not apply and an Event of Default shall occur immediately upon Lessee's failure to maintain insurance;
- h. Lessee or any guarantor, breaches any of its representations and warranties made under any Lease, or if any such representations or warranties shall be false or misleading in any material respect;

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Initials 

- i. Lessee or any guarantor, shall (i) be adjudicated insolvent or bankrupt, or cease, be unable, or admit its inability, to pay its debts as they mature, or make a general assignment for the benefit of creditors or enter into any composition or arrangement with creditors; (ii) apply for or consent to the appointment of a receiver, trustee or liquidator of it or of a substantial part of its property, or authorize such application or consent, or proceedings seeking such appointment shall be instituted against it without such authorization, consent or application and shall continue undismissed for a period of sixty (60) days; (iii) authorize or file a voluntary petition in bankruptcy or apply for or consent to the application of any bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium or other similar law of any jurisdiction, or authorize such application or consent; or proceedings to such end shall be instituted against it without such authorization, application or consent and such proceeding instituted against it shall continue undismissed for a period of sixty (60) days;
 - j. [Intentionally deleted]
 - k. Lessee breaches any License, maintenance or other agreement for Software or fails to pay when due all servicing fees, maintenance fees, update and upgrade costs, modification costs, and all other costs and expenses relating to the License and Software and fails to maintain the License in effect during the term of the Lease;
 - l. Lessee or guarantor shall have terminated or changed its corporate existence, consolidated with, merged into, or conveyed or leased substantially all of its assets, or conveyed, transferred or encumbered fifty percent (50%) or more of its outstanding equity ownership interests to any third person or entity, unless: (i) such person or entity executes and delivers to Lessor an agreement satisfactory in form and substance to Lessor, in its sole discretion, containing such person's or entity's effective assumption, and its agreement to pay, perform, comply with and otherwise be liable for, in a due and punctual manner, all of Lessee's obligations having previously arisen, or then or thereafter arising, under the Lease, together with any and all documents, agreements, instruments, certificates, opinions and filings requested by Lessor; (ii) Lessor is satisfied as to the creditworthiness of such person's or entity's conformance to other standard criteria then used by Lessor for such purposes; and (iii) Lessee has provided no less than thirty (30) days prior written notice of such occurrence to Lessor or Lessor's Assignees;
 - m. Lessor in good faith believes the Property to be in danger of misuse, abuse or confiscation or to be in any other way threatened, or believes in good faith for any other reason that the prospect of payment or performance has become impaired, or if Lessee takes any action, makes any representation, or fails to do anything requested by Lessor, at any time before or after the execution of this Master Lease Agreement, the result of which causes Lessor, in good faith, to believe that the prospect of Lessee's payment or performance under the Lease is impaired, or otherwise causes Lessor to feel insecure in funding or continuing to fund the Lease or any Schedule.
- SECTION 20. REMEDIES:**
Upon the occurrence of any Event of Default and at any time thereafter, Lessor may with or without giving notice to Lessee and with or without canceling the Lease, do any one or more of the following:
- a. enforce this Master Lease Agreement and each Lease according to their terms;
 - b. upon notice to Lessee, cancel this Master Lease Agreement and any or all Schedules executed pursuant thereto;
 - c. require additional collateral to secure the Lease;
 - d. advance funds on Lessee's behalf to cure the Event of Default, whereupon Lessee shall immediately reimburse Lessor, together with late charges accrued thereon;
 - e. upon notice to Lessee, refuse to fund any Schedule(s) pursuant to the Lease;
 - f. refuse to deliver the Property to Lessee;
 - g. declare any Lease or Leases immediately due and payable;
 - h. in its sole discretion, sell, re-lease or otherwise dispose of any or all of the Property covered under any Schedule, whether or not in Lessor's possession, in a commercially reasonable manner at public or private sale with notice to Lessee (the parties agreeing that ten (10) days' prior written notice shall constitute adequate notice of such sale), and apply the net proceeds of any such disposition, after deducting all costs incurred by Lessor in connection with such default, to the obligations of Lessee hereunder and under such Schedule, or proposes to retain any or all of the Property in full or partial satisfaction, as the case may be, with Lessee remaining liable for any deficiency. The sale, re-lease, or other disposition may, at Lessor's sole option, be conducted at Lessee's premises. Lessor may at its sole discretion recover from Lessee liquidated damages for the loss of a bargain and not as a penalty an amount equal to Lessor's Damages;
 - i. declare immediately due and payable all amounts due or to become due hereunder for the full term of the Lease (including any continuation period or purchase options which Lessee has contracted to pay);
 - j. exercise any other right or remedy which may be available to it under the Uniform Commercial Code or any other applicable law;
 - k. without notice to Lessee, repossess, disable or demand Lessee to disable the Property wherever found, with or without legal process, and for this purpose Lessor and/or its agents or assigns may enter upon any premises of or under the control or jurisdiction of Lessee or any agent of Lessee, without liability for suit, action or other proceeding by Lessee (any damages occasioned by such repossession or disablement being hereby expressly waived by Lessee) and remove or disable the Property therefrom; Lessee further agrees on demand, to assemble the Property and make it available to Lessor at a place to be designated by Lessor;
 - l. if Lessor determines, in its sole discretion, not to take possession of the Property, Lessor shall continue to be the owner of the Property and may, but is not obligated to, dispose of the Property by sale or otherwise, all of which determinations may be made by Lessor in its sole discretion and for its own account;
 - m. if Lessee breaches any of its obligations under Section 9d of this Master Lease Agreement with regard to Software, Lessee shall be liable to Lessor for additional damages in an amount equal to the original price paid by Lessor for the Software, and in addition, at Lessor's option, Lessor shall be entitled to injunctive relief;
 - n. with or without terminating the Lease, and without waiving its right herein to repossess, recover, or sell the Property, recover the Stipulated Loss Value of the Property together with all accrued but unpaid late charges, interest, taxes, penalties, and any and all other sums due and owing under the Schedule as of the rent payment date immediately preceding the date of default;
 - o. (i) by notice to Lessee, declare any license agreement with respect to Software terminated, in which event the right and license of Lessee to use the Software shall immediately terminate, and Lessee shall thereupon cease all use of the Software and return all copies thereof to Lessor or original licensor; (ii) have access to and disable, or demand Lessee or any licensee thereof to disable the Software by any means deemed necessary by Lessor, including but not limited to disabling the computers, computer systems or other equipment which run and/or operate and/or are controlled by the Software, for which purposes Lessee hereby expressly consents to such access and disablement, promises to take no action that would prevent or interfere with Lessor's ability to perform such access and disablement, and waives and releases any and all claims that it has or might otherwise have for any and all losses, damages, expenses, or other detriment that it might suffer as a result of such access and disablement; and (iii) Lessee agrees that the detriment which Lessor will suffer as a result of a breach by Lessee of the obligations contained in the Lease cannot be adequately compensated by monetary damages, and therefore Lessor shall be entitled to injunctive and other equitable relief to enforce the provisions of this Section 20o. LESSEE AGREES THAT LESSOR SHALL HAVE NO DUTY TO MITIGATE LESSOR'S DAMAGES UNDER ANY LEASE BY TAKING LEGAL ACTION TO RECOVER THE SOFTWARE FROM LESSEE OR ANY THIRD PARTY, OR TO

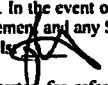
DISPOSE OF THE SOFTWARE BY SALE, RE-LEASE OR OTHERWISE.

- p. With respect to any exercise by Lessor of its right to recover and/or dispose of any Property securing Lessee's obligations under any Schedule, Lessee acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Property for disposition; (ii) Lessor shall comply with any applicable State or Federal law requirements in connection with any disposition of the Property, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any disposition of such Property; (iii) Lessor may specifically disclaim any warranties of title or the like with respect to the disposition of the Property; (iv) if Lessor purchases any of the Property, Lessor may pay for the same by crediting some or all of Lessee's obligations hereunder or under any Schedule; and (v) no right or remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and shall be in addition to any other remedy referred to above or otherwise available at law or in equity, and may be exercised concurrently or separately from time to time.
- q. a cancellation hereunder shall occur only upon notice by Lessor and only as to such items of Property as Lessor specifically elects to cancel and this Lease shall continue in full force and effect as to the remaining items, if any;

Lessor may exercise any and all rights and remedies available at law or in equity, including those available under the Uniform Commercial Code. The rights and remedies afforded Lessor hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. Lessor's failure promptly to enforce any right or remedy hereunder shall not operate as a waiver of such right or remedy, and Lessor's waiver of any default shall not constitute a waiver of any subsequent or other default. Lessor may accept late payments or partial payments of amounts due under the Lease and may delay enforcing any of Lessor's rights or remedies hereunder without losing or waiving any of Lessor's rights or remedies under the Lease.

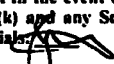
In connection with Lessor's exercise of any or all of the above-listed remedies, Lessor and Lessor's Assignees shall be entitled to recover all costs and expenses incurred by Lessor and Lessor's Assignees in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Property, or the termination or disabling of Software, including without limitation, reasonable attorney fees and costs incurred in connection therewith or otherwise resulting or arising from Lessee's default, and any indemnity if then determinable, plus interest on all of the above until paid (before and after judgment) at the lesser of the rate of eighteen percent (18%) per annum or the highest rate permitted by law.

SECTION 21. ADDITIONAL PROVISIONS:

- a. Entire Agreement. Each Schedule shall incorporate the terms and conditions of this Master Lease Agreement and, together with the Acceptance and Delivery Certificate and Master Progress Payment Agreement (and Certificates thereunder), if applicable, and any amendments to any of the foregoing documents, shall supersede all prior communications, representations, agreements, and understandings, including but not limited to offer letters, proposal letters, comfort letters, commitment letters and the like, and constitute the entire understanding and agreement between the Lessor and Lessee with regard to the subject matter hereof and thereof, and there is no understanding or agreement, oral or written, which is not set forth herein or therein. In the event of conflict between the provisions of this Master Lease Agreement and any Schedule, the provisions of the Schedule shall govern. Initials: 
- b. Captions. Captions and section headings are inserted for reference and convenience only and in no way define, limit or describe the scope of this agreement or intent of any provision.
- c. Time Is of the Essence. Time is of the essence with respect to any Lease.
- d. Notices. Notices or demands required to be given herein shall be in writing and addressed to the other party at the address herein or such other address provided by written notice hereunder and shall be effective (i) upon the next business day if sent by guaranteed overnight express service;

(ii) on the same day if personally delivered; or (iii) three days after mailing if sent by certified or registered U.S. mail, postage prepaid.

- e. GOVERNING LAW. THIS LEASE (AS DEFINED IN SECTION 1 HEREIN) SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE OF UTAH; ANY SUIT OR OTHER PROCEEDING BROUGHT BY EITHER PARTY TO ENFORCE OR CONSTRUCT THIS LEASE (AS DEFINED IN SECTION 1 HEREIN), OR TO DETERMINE MATTERS RELATING TO THE PROPERTY OR THE RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS IN THE STATE OF UTAH. THIS LEASE WAS EXECUTED IN THE STATE OF UTAH (BY THE LESSOR HAVING COUNTERSIGNED IT IN UTAH) AND IS TO BE PERFORMED IN THE STATE OF UTAH (BY REASON OF ONE OR MORE PAYMENTS REQUIRED TO BE MADE TO LESSOR IN UTAH). FURTHERMORE, LESSEE WAIVES THE DEFENSE OF FORUM NON CONVENIENS.
- f. Waiver of Trial by Jury. Lessor and Lessee hereby waive the right to trial by jury of any matters arising out of the Lease or Property or the conduct of the relationship between Lessor and Lessee.
- g. Binding Effect; Survivability. The provisions of each Lease shall inure to the benefit of and shall bind Lessor and Lessee and their respective permitted successors and assigns. All representations, warranties, covenants and indemnities of Lessee made or agreed to in the Lease or in any certificates delivered in connection therewith shall survive the expiration, termination or cancellation of the Lease for any reason.
- h. Severability. Should any term or provision of this Agreement be declared invalid, illegal, void or unenforceable, all remaining terms and provisions hereof will remain in full force and effect and will in no way be invalidated or affected thereby.
- i. Limitations. No paragraph, clause or phrase of this agreement shall limit, infringe, deny, negate, refuse or render void any other paragraph, clause or phrase of this agreement.
- j. Waiver. A waiver by either Party of any term or condition of this agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof.
- k. Lessee's Options at Maturity of Base Period. At the end of the Base Period of any Schedule, unless otherwise provided herein, the Schedule shall automatically renew for twelve (12) additional months at the rate specified on the respective Schedule. Provided that Lessee gives written notice to Lessor, by certified mail, received by Lessor at least one hundred fifty (150) days prior to the end of the Base Period of any Schedule, Lessee shall be granted the opportunity to negotiate with Lessor concerning one of the following options: (1) purchase the Property for a price to be determined by Lessor and Lessee, or (2), or terminate the Schedule and return the Property to Lessor at Lessee's expense to a destination within the continental United States specified by Lessor; provided, however, that for option (2) to apply, all accrued but unpaid late charges, interest, taxes, penalties, and any and all other sums due and owing under the Schedule must first be paid in full, the provisions of Sections 8e, 8h and 9c hereof must be specifically complied with, and Lessee must enter into a new Schedule with Lessor to lease Property which replaces the Property listed on the old Schedule. With respect to options (1) and (2), each party shall have the right in its absolute and sole discretion to accept or reject any terms of purchase or of any new Schedule, as applicable. In the event Lessor and Lessee have not agreed to either option (1) or (2) prior to the maturity of the Base Period, or if Lessee fails to give written notice via certified mail at least one hundred fifty (150) days prior to the maturity of the Base Period of its intent to negotiate, or if an Event of Default has occurred under any Schedule, then options (1) and (2) shall expire and the Schedule shall automatically renew as provided herein. At the maturity of the initial twelve (12) month renewal period provided above, the Schedule shall continue in effect at the rate specified in the respective Schedule for successive periods of six (6) months, each subject to termination at the maturity of any such successive six-month renewal period by either Lessor

or Lessee giving to the other party at least thirty (30) days prior written notice of termination. Lessee acknowledges that Lessor has no obligation to enter into any agreement as a result of the initiation of discussions concerning options (1) or (2). LESSEE ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND HAS HAD THE OPPORTUNITY TO DISCUSS THEM WITH LESSOR AND/OR ITS COUNSEL, SHOULD IT SO DESIRE. In the event of a disagreement between the parties in the interpretation of any provision of this Section 21(k), the parties agree that the ambiguity shall not be interpreted for or against either party upon grounds of authorship. This Section 21(k) shall supersede all prior communications, representations, agreements and understandings, including but not limited to offer letters, proposal letters, comfort letters, commitment letters, emails and the like and constitutes the entire understanding and agreement between Lessor and Lessee with regard to the subject matter of this Section 21(k), and THERE IS NO UNDERSTANDING OR AGREEMENT, ORAL OR WRITTEN, WHICH IS NOT SET FORTH HEREIN; provided, however, that in the event of a conflict between the provisions of this Section 21(k) and any Schedule, the provisions of the Schedule shall govern. Initials: 

- i. **Security Interest.** The parties acknowledge and agree that this is a "true lease" and title to the leased Property (or Lessee's interest in the Property if the Property is Software) is vested in the Lessor. In the event a court of competent jurisdiction or other governing authority shall determine that the Lease is not a "true lease" or is a lease intended as security or that Lessor (or its assigns) does not hold legal title to or is not the owner of the Property, the following shall apply:
 - i. Effective the execution date of the Lease, Lessee, as debtor, grants a security interest to Lessor, as secured party, in the Property (or Lessee's interest in the Property if the Property is Software), including but not limited to equipment and other personal property, general intangibles, Software and Lessee's license rights and other rights to use the Software, and accessions thereto, and any refunds, rebates, remittances, and all rights and services related thereto, and proceeds of any of the foregoing, to secure all duties and obligations of Lessee under any Lease or other agreement with Lessor. The Lease shall be deemed to be a security agreement with Lessee having granted to Lessor a security interest in the Property, and the Property shall secure all duties and obligations of Lessee under any Lease or other agreement with Lessor. With regard to any security interest created hereunder in any of the Property, Lessee consents and agrees that Lessor shall have all of the rights, privileges and remedies of a secured party under the Utah Uniform Commercial Code.
 - ii. Lessee authorizes Lessor to file financing statements and any records describing the Property and to take any and all actions necessary to perfect Lessor's interest in the Property. Lessee agrees to execute any further documents, and to take any further actions, reasonably requested by Lessor to evidence or perfect the security interest granted under this subpart of the Lease, to maintain the first priority of the security interests, or to effectuate the rights granted to Lessor under this subpart of the Lease.
- m. **Financial Statements.** Lessee, and any guarantor, shall provide to Lessor a copy of its annual audited financial statements within ninety (90) days after its fiscal year end, and a copy of its quarterly unaudited financial statements within forty-five (45) days after the end of each fiscal quarter.
- n. **Acceptance and Delivery Certificate.** If Lessee fails to sign and deliver an Acceptance and Delivery Certificate, then except as otherwise provided in Section 8b hereof, the Date of Acceptance shall be a date determined by Lessor which shall be no sooner than the date Lessee receives substantially all of the Property.
- o. **Change in Lessee's Name, Address and Jurisdiction.** Lessee shall not change its name, chief executive office address, or jurisdiction of organization from that set forth above, unless it shall have given Lessor and Lessor's Assignees no less than thirty (30) days prior written notice.
- p. **Right Quiet Possession.** Lessor agrees that so long as no Event of Default has occurred and is continuing, Lessee shall be entitled to quietly possess

the Property subject to and in accordance with the terms and conditions of this Master Lease Agreement.

- q. **Lessor's Right to Perform for Lessee.** If Lessee fails to perform or comply with any of its agreements contained herein, Lessor may perform or comply with such agreements and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance (including attorney fees), together with interest thereon at the lesser of the rate of eighteen percent (18%) per annum, or the highest rate permitted by law shall be deemed additional rent payable by Lessee upon demand.
 - r. **Further Assurances; Financing Statements.** Lessee will cooperate with Lessor in protecting Lessor's interests in the Property, the Lease and the amounts due under the Lease, including, without limitation, the execution (or other authentication), and delivery of Uniform Commercial Code statements, records and filings, patent and copyright registration documents with respect to proprietary Software (if applicable), and other documents requested by Lessor. Lessee will promptly execute, or otherwise authenticate, and deliver to Lessor such further documents, instruments, assurances and other records, and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under this Lease. Lessee hereby authorizes Lessor to file UCC-1 financing statements, fixture filings, real property waivers, and all other filings and recordings, as may be deemed necessary by Lessor. Lessee hereby authorizes and/or ratifies the filing of any UCC-1 financing statements by Lessor before or after the execution of this Lease. Lessee shall pay all costs of filing any financing amendment, continuation and termination statements with respect to the Property and Lease, including without limitation, any intangibles tax, documentary stamp tax or other similar taxes or charges relating thereto and all costs of UCC or other lien searches and of obtaining and filing any full or partial third-party releases deemed necessary or advisable by Lessor. Lessee will do whatever may be necessary or advisable to have a statement of the interest of Lessor in the Property noted on any certificate of title relating to the Property and will deposit said certificate with Lessor. Lessee will execute, or otherwise authenticate, and deliver to Lessor such other documents, records and written assurances and take such further action as Lessor may request to more fully carry out the implementation, effectuation, confirmation and perfection of the Lease and any rights of Lessor thereunder. Lessee grants to Lessor a security interest in all deposits and other property transferred or pledged to Lessor to secure the payment and performance of all of Lessee's obligations under the Lease. Lessor is authorized to take any measures necessary to protect its interest in the Property.
- In the event the Property is in the possession of a third party, Lessee will join with Lessor in notifying the third party of Lessor's interest in the Property and obtaining an acknowledgment from the third party that the third party is holding the Property for the benefit of Lessor.
- s. **Attorneys' and Other Fees.** Lessee shall reimburse Lessor for all reasonable, documented, out-of-pocket attorney fees and additional charges, costs and expenses incurred by Lessor: (i) in review or preparation of any changes or amendments required by Lessee to Lessor's standard Lease documentation; (ii) in defending or protecting its interest in the Property; (iii) in the execution, delivery, administration, amendment and enforcement of the Lease or the collection of any rent or other payments due under the Lease, or the preparation of any amendments or settlement agreements prepared in connection with the Lease; and (iv) in any lawsuit or other legal action or proceeding to which the Lease gives rise, including without limitation, actions in tort. Lessee shall pay a documentation fee in the amount of \$500.00 for each Schedule.
 - t. **Joint and Several Liability.** In the event two or more parties execute this Master Lease Agreement as Lessee, each party shall be jointly and severally liable for all Lessee representations, warranties, and obligations (including without limitation, payment obligations) under this Master Lease Agreement or under any Schedule or other document executed in connection herewith. Any and all representations, agreements, or actions by one Lessee shall be binding on all other Lessees.
 - u. **Unauthorized Distribution of Lease Documents Prohibited.** Lessee agrees that it will not, through any of its actions or omissions, cause any

document, or any portion of any document, associated with any Lease to be delivered distributed, or otherwise fall into the possession of anyone not employed by Lessee on a full time basis, without the written consent of Lessor. Lessee further acknowledges that any such unauthorized delivery or distribution could cause Lessor to suffer irreparable economic harm.

- v. **Counterparts; Chattel Paper.** This Lease may be executed in any number of counterparts and by different parties hereto or thereto on separate counterparts, each of which, when so executed or otherwise authenticated and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument; provided, however, that to the extent that this Lease and/or the Schedule(s) would constitute chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest herein or therein may be created or perfected through the transfer or possession of this Lease in and of itself without the transfer or possession or control, as applicable, of the original counterpart of such Schedule(s) identified as the document or record (as applicable) marked "Original", and all other counterparts shall be marked "Duplicate Original" or "Counterpart".

- w. **Amendment and Modification.** The Lease may not be amended or modified except by a written amendment executed by a duly authorized representative of each party, but no such amendment or modification needs further consideration to be binding. Notwithstanding the foregoing, Lessee authorizes Lessor to amend any Schedule to identify more accurately the Property (including, without limitation, supplying serial numbers or other identifying data), and such amendment shall be binding on Lessor and Lessee unless Lessee objects thereto in writing within ten (10) days after receiving notice of the amendment from Lessor.

SECTION 22. **POWER OF ATTORNEY:**

LESSEE HEREBY AUTHORIZES AND APPOINTS LESSOR AND LESSOR'S AGENTS AND ASSIGNS AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE ACKNOWLEDGEMENT LETTERS AND OTHER DOCUMENTS REQUIRED TO BE EXECUTED BY LESSEE TO EFFECT ANY UNDERWRITING OR PERFECT ANY SECURITY INTEREST WITH REGARD TO A SCHEDULE OR ANY PROPERTY.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Master Lease Agreement on the month, day and year first above written.

LESSOR:

MAZUMA CAPITAL CORP

BY: Kristina Allen

Kristina Allen

TITLE: Executive Vice President

LESSEE:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY: [Signature]

TITLE: Treasurer

EXHIBIT “B”

SALE AND LEASEBACK AGREEMENT

This Sale and Leaseback Agreement ("Agreement") is dated and effective June 20, 2016 by and between **ORTHO-CLINICAL DIAGNOSTICS, INC.**, 1001 US Highway 202, Raritan, New Jersey 08869 (the "Seller") and **MAZUMA CAPITAL CORP.**, 10813 S. River Front Pkwy, Suite 475, South Jordan, Utah 84095 (the "Buyer").

WHEREAS, Seller requests Buyer to purchase from Seller Property listed in the attached Exhibit A, which by this reference is made a part hereof, (the "Property") and to lease the Property to Seller under the terms and conditions of Lease Schedule No. 001 dated June 20, 2016 ("Schedule") to Master Lease Agreement No. MCC1355, dated and effective as of June 20, 2016, ("Master Lease") (the Master Lease and the Schedule are referred to herein collectively as the "Lease"); and

WHEREAS, Buyer is willing to purchase and lease the Property to Seller under the terms and conditions of this Agreement and the Lease:

NOW, THEREFORE, in consideration of the mutual promises herein, Seller and Buyer agree as follows:

1. **Sale and Leaseback.** Seller agrees to sell and Buyer agrees to purchase the Property described in Exhibit A attached. Concurrent with the sale, Buyer agrees to lease the Property to Seller and Seller agrees to accept the Property from Buyer for all purposes under the Lease pursuant to the terms and conditions of the Lease. In connection with Seller's sale of the Property to Buyer, Seller assigns to Buyer all manufacturer warranties and indemnities with respect to the Property.

2. **Purchase Price and Payment.** Buyer and Seller agree that the purchase price of the Property is \$10,683,604.00, which shall be payable to Seller pursuant to the terms and conditions of this Agreement, the Master Lease and the Schedule.

3. **Title.** The parties agree that title and ownership of the Property shall pass from Seller to Buyer upon payment of the purchase price specified herein. Seller shall provide insurance coverage for the Property from the date title passes to Buyer in accordance with the terms and conditions of the Master Lease, which terms and conditions are incorporated herein by this reference.

4. **Buyer's Purchase and Performance.** Seller agrees that Buyer's obligations hereunder are expressly subject to the following conditions:

a. Buyer's receipt of the executed Master Lease, Schedule, Stipulated Loss Schedule, Acceptance Certificate, Bill of Sale for the Property given by Seller in favor of Buyer, UCC searches to be performed against Seller showing no security interests, liens or other encumbrances on the Property, partial releases of any UCC liens or encumbrances, evidence of ownership, and any other documentation reasonably required by Buyer, all in form acceptable to Buyer.

b. Buyer's receipt of resolutions and/or incumbency certificates in form acceptable to Buyer evidencing Seller's authority to enter into this sale and leaseback transaction with Buyer.

5. **Taxes.** Seller represents and warrants that it is responsible for and it has paid all sales and use, property and other taxes assessed or due in connection with Seller's purchase, use and possession

of the Property prior to sale to Buyer hereunder. Seller agrees to pay to Buyer an amount equal to all taxes paid, payable or required to be collected by Buyer, however designated, which are levied or based on the rental, on the Lease or on the Property or on its purchase for lease hereunder, or on its use, lease, operation, control or value (including, without limitation, state and local privilege or excise taxes based on gross revenue), any penalties or interest in connection therewith or taxes or amounts in lieu thereof paid or payable by Buyer in respect of the foregoing, but excluding taxes based on Buyer's net income. Buyer shall deliver to Seller a duly executed sales tax exemption certificate for the Property, prior to Buyer's payment of the purchase price.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

- a. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and in all jurisdictions where such qualification is required for it to conduct its business.
- b. Seller has all requisite power and authority to conduct its business, to own and lease its properties and to enter into and perform all of its obligations under this Agreement.
- c. This Agreement has been duly authorized by Seller, and upon execution and delivery by the parties thereto, shall constitute the valid, legal and binding obligation of Seller enforceable in accordance with its terms.
- d. No event has occurred or is continuing which constitutes an event of default under this Agreement. There is no action, suit or proceeding pending or threatened against or effecting Seller before or by any court, administrative agency or other governmental authority which brings into question the validity of the transaction contemplated by this Agreement or which might materially impair the ability of Seller to perform its obligations under this Agreement or the transaction contemplated hereby.
- e. Neither the execution and delivery by the Seller of this Agreement, nor the compliance by the Seller with the provisions of any thereof, conflicts with or results in a breach of any of the provisions of the Articles of Incorporation or By-Laws of Seller, or of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or of any agreement or other instrument to which the Seller is a party or by which it is bound, or constitutes or will constitute a default under any thereof.
- f. The transaction contemplated by this Agreement complies with all applicable federal and state laws, rules and regulations applicable to Seller.
- g. No consent, approval or authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by Seller of, or the consummation by Seller of the transaction contemplated by this Agreement.
- h. Seller is transferring to Buyer good title to the Property, free and clear of all liens and encumbrances of any kind or description and the Property is, and at the time of closing will be, located at Seller's premises identified on the Acceptance Certificate, in good operating condition and appearance and installed (if applicable) and operating in accordance with all manufacturer specifications.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

a. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah and in all jurisdictions where such qualification is required for it to conduct its business.

b. Buyer has all requisite power and authority to conduct its business, to own and lease its properties and to enter into and perform all of its obligations under this Agreement.

c. This Agreement has been duly authorized by Buyer, and upon the execution and delivery by the parties thereto, shall constitute the valid, legal and binding obligation of Buyer enforceable in accordance with its terms.

8. Default and Remedies. In the event any of Seller's representations made hereunder should be false or misleading in any material respect, or in the event Seller should breach any of its warranties or obligations under this Agreement, Buyer shall be entitled to exercise all rights and remedies available to it at law or in equity together with all of its rights and remedies under the Lease as if they were set forth in this Agreement, and for purposes hereof all such rights and remedies shall be incorporated herein by this reference.

9. Successors. Buyer and Seller agree that this Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer, and their respective successors and assigns. Any assignment by Buyer shall not require Seller's prior written approval provided such assignee agrees to observe Buyer's covenant of quiet enjoyment under the Lease. Seller shall not assign any interest in this Agreement without Buyer's prior written consent.

10. Survival of Covenants. Buyer and Seller agree that the warranties, covenants and agreements contained in this Agreement shall survive the passing of title to the Property.

11. Miscellaneous. Section titles are not intended to, and shall not limit or otherwise affect the interpretation of this Agreement. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected or impaired in any way. Any modifications to this Agreement shall be in writing and shall be signed by both parties and their last known assignees, if any. Any terms capitalized herein shall have the meanings set forth in the Master Lease and the Schedule, which are incorporated herein by reference.

12. Entire Agreement. Seller and Buyer agree that this Agreement and the Lease, together with any amendments, riders or supplements thereto, shall constitute the entire agreement between the parties with respect to the Property and shall supersede all proposals, oral or written, all prior negotiations and all other communications.

13. Legal and Administrative Expenses. Seller shall reimburse Buyer for all charges, costs, expenses and attorney fees incurred by Buyer in connection with this sale/leaseback transaction.

14. No Brokers Fee. Each party represents it has retained no brokers in this transaction and indemnifies the other party against any brokers' or other fees which might result from the indemnifying party's actions.

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

BUYER:

SELLER:

MAZUMA CAPITAL CORP

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY:

Kristina Allen

BY:

[Signature]

TITLE:

Executive Vice President

TITLE:

[Signature]

EXHIBIT A

Ortho-Clinical Diagnostics, Inc.

Master Lease No. MCT1355

Lease Schedule No. 001

Property Location: 100 Indigo Creek Drive B313, Rochester NY, 14626

\$10,683,604.00	\$10,683,604.00
\$10,683,604.00	\$10,683,604.00

VENDOR	DESCRIPTION	SERIAL #	PER UNIT	UNIT TOTAL	INVOICE TOTAL
ASPECT AUTOMATION	(2) GENERATION 7-R23 SLIDE ASSEMBLY MACHINES AS MORE FULLY DESCRIBED ON THE ASPECT AUTOMATION PROPOSAL ID# 12-07-072-2 REV1		\$7,557,008.00	\$7,557,008.00	\$7,557,008.00
CUMMINGS CONSTRUCTION, LLC	WORKCENTER ROOM CONSTRUCTION BUILDOUT HVAC ELECTRICAL AND PLUMBING FOR THE 7-R23 SLIDE ASSEMBLY MACHINES AS MORE FULLY DESCRIBED ON THE CUMMINGS CONSTRUCTION, LLC PROPOSAL DATED APRIL 1, 2014		\$534,895.00	\$534,895.00	\$534,895.00
NESCO SERVICE COMPANY	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$79,462.00	\$79,462.00	\$79,462.00
P TOOL AND DIE INCORPORATED	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$67,066.00	\$67,066.00	\$67,066.00
ALOI MATERIAL HANDLING EQUIPMENT	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$54,444.00	\$54,444.00	\$54,444.00
TURTLE AND HUGES INC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$53,724.00	\$53,724.00	\$53,724.00
KELLY SERVICES INC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$44,985.00	\$44,985.00	\$44,985.00
BOULTER INDUSTRIAL	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$25,000.00	\$25,000.00	\$25,000.00
NIE ENGINEERING, PC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$24,520.00	\$24,520.00	\$24,520.00
BERGMANN ASSOCIATES	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$22,837.00	\$22,837.00	\$22,837.00
PROGRESSIVE MACHINE & DESIGN	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$16,902.00	\$16,902.00	\$16,902.00
SHI INTERNATIONAL CORP	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$16,385.00	\$16,385.00	\$16,385.00
APPLIED SCIENCES GROUP INC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$13,800.00	\$13,800.00	\$13,800.00
LABELLA ASSOCIATES DPC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$7,545.00	\$7,545.00	\$7,545.00
OPTIMATION INDUSTRIAL SERVICES LLC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$6,210.00	\$6,210.00	\$6,210.00
SPEER EQUIPMENT CONTROLS DIV	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$4,962.00	\$4,962.00	\$4,962.00
CAST INDUSTRIES LLC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$4,013.00	\$4,013.00	\$4,013.00
HORIZON SOLUTIONS LLC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$2,950.00	\$2,950.00	\$2,950.00
OPTIMATION TECHNOLOGY INC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$1,546.00	\$1,546.00	\$1,546.00
THE SIEMON COMPANY	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$1,371.00	\$1,371.00	\$1,371.00

EXHIBIT A

Ortho-Clinical Diagnostics, Inc.

Master Lease No. MCC1355

Lease Schedule No. 001

Property Location: 100 Indigo Creek Drive B313, Rochester NY, 14626

\$10,683,604.00	\$10,683,604.00
\$10,683,604.00	\$10,683,604.00

VENDOR	DESCRIPTION	SERIAL #	PER UNIT	UNIT TOTAL	INVOICE TOTAL
MC MASTER-CARR SUPPLY COMPANY	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$1,099.00	\$1,099.00	\$1,099.00
L-TRON CORPORATION	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$927.00	\$927.00	\$927.00
THE SPENCER TURBINE COMPANY	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$726.00	\$726.00	\$726.00
MISC INDUSTRIAL SUPPLY CO INC	COSTS ASSOCIATED WITH THE GENERATION 7-R23 SLIDE ASSEMBLY MACHINES		\$137.00	\$137.00	\$137.00
ORTHO-CLINICAL DIAGNOSTICS, INC	INTERNAL SPENDING AS FOLLOWS: CAPITALIZED LABOR CAPITALIZED INTEREST GOODS RECEIVED GROUNDS AND LANDSCAPING DOM-INT'COMP REC-LOAN CREDIT SALES 7 USE TAX CREDIT		\$2,141,089.00	\$2,141,089.00	\$2,141,089.00
	ADJUSTMENT DUE TO ROUNDING		\$1.00	\$1.00	\$1.00
and any and all attachments, replacements, parts, substitution, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto.					

EXHIBIT “C”

LEASE SCHEDULE NO. 001
TO
MASTER LEASE AGREEMENT NO. MCC1355

ORIGINAL

This Lease Schedule No. 001 dated June 20, 2016 (the "Schedule") between MAZUMA CAPITAL CORP (the "Lessor") and ORTHO-CLINICAL DIAGNOSTICS, INC. (the "Lessee") incorporates by reference the terms and conditions of Master Lease Agreement No. MCC1355 dated June 20, 2016 (the "Master Lease"), the Exhibit A ("Property") and the Exhibit B ("Stipulated Loss Schedule"), and constitutes a separate lease between Lessor and Lessee and is referred to herein as the "Lease". Lessor shall have the right to replace this Schedule with multiple Schedules for the purpose of segregating the Property into separate Lease Schedules. All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Master Lease.

SECTION 1 PROPERTY: Two (2) Generation 7-R23 Slide Assembly Machines together with related components and costs as more fully described on the Exhibit A to the Acceptance and Delivery Certificate together with any and all attachments, accessions, additions, enhancements and replacements thereto.

SECTION 2 PROPERTY LOCATION: Location(s) as set forth on the Exhibit A to the Acceptance and Delivery Certificate

SECTION 3 BASE PERIOD: Twenty-four (24) months starting on the Lease Commencement Date

SECTION 4 TOTAL PROPERTY COST: \$10,683,604.00

SECTION 5 LEASE RATE FACTOR: 0.04150

SECTION 6 MONTHLY RENTAL: \$443,369.57, plus applicable sales/use tax

SECTION 7 RENTAL FREQUENCY: Monthly in advance

SECTION 8 DEPOSIT: \$443,369.57, applied to the last Monthly Rental, plus applicable sales/use tax. Lessee shall pay the deposit upon execution of this Schedule. This payment is irrevocable and shall be deemed to have been earned by Lessor upon Lessor's receipt thereof and shall be applied to satisfy Lessee's obligations to make such payments hereunder. This payment shall not be refundable to Lessee under any circumstances, including, without limitation, any termination of this Lease for any reason prior to the end of its scheduled term in accordance with the terms hereof. The payment shall not be applied to or refunded to Lessee until Lessee shall have made payment in full in cash of all amounts due for Monthly Rental payments and other payment under the Lease during the Base Period.

SECTION 9 DATE OF ACCEPTANCE: As specified in the Acceptance and Delivery Certificate

SECTION 10 FLOATING LEASE RATE FACTOR: The Lease Rate Factor indicated in Section 5, shall increase .00006996 for every five (05) basis point increase in twenty-four (24) month U.S. Treasury Notes as of the Date of Acceptance of the Property (the "Adjusted Lease Rate Factor"), at which time the Monthly Rental under this Schedule shall be adjusted by multiplying the Total Property Cost, indicated in Section 4, by the Adjusted Lease Rate Factor. The twenty-four (24) month U.S. Treasury Note yield used as the basis for the calculation of the Adjusted Lease Rate Factor herein is .92%.

SECTION 11 ADDITIONAL PROVISIONS:

- a. PAYMENT BY ELECTRONIC TRANSFER: In the event that a Monthly Rental payment and other monies due under the Lease are not received by Lessor or its assigns within ten (10) days of the due date, Lessee authorizes Lessor or its assigns to electronically transfer payment due under any past due invoice from Lessee's account maintained with its financial institution, and Lessee agrees to execute and deliver a written "Authorization for Electronic Transfer" form to Lessor to affect such transfers. Failure or refusal of Lessee to authorize such transfers or failure of Lessor or its assigns to receive such payments by electronic transfer shall constitute an additional Event of Default under Section 19 of the Master Lease. Upon the occurrence of the Event of Default specified above, Lessor shall be entitled to exercise its rights and remedies under the Lease.
- b. GUARANTY: Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Lease is guaranteed by Ortho-Clinical Diagnostics S.A. as set forth in the Unconditional Guaranty dated June 20, 2016 (the "Guaranty"), and incorporated herein by reference.
- c. INSPECTION: Pursuant to the terms and conditions of Section 10(b) of the Master Lease, Lessor requires a third party inspection of each item of Property. Upon Lessor's receipt of a satisfactory third party inspection of the Property

ORIGINAL

evidencing that the Property is delivered, installed and in good working order and condition, Lessor will provide Lessee a final Acceptance and Delivery Certificate, as provided in the Master Lease. Upon receipt of the Acceptance and Delivery Certificate, and further upon Lessee's inspection, satisfaction and acceptance of the Property (subject to the terms and conditions of the Master Lease), Lessee shall execute and deliver to Lessor the final Acceptance and Delivery Certificate.

- d. **WAIVERS:** For purposes of this Lease and to ensure that Lessor shall be granted all right, title and interest in and to the Property, and to further ensure that Lessor shall be indemnified from and against any loss or damage it might incur resulting from liens, claims, security interest or encumbrances existing or of records against the Property Location or the Property, Lessee agrees (i) to provide to Lessor any documentation requested, including but not limited to bills of sale, waivers of interest, lien releases, mechanic's lien releases, mortgagee waivers, and any additional waivers (collectively the "Waivers"), and (ii) to use its commercially reasonable best efforts to cause any third parties deemed necessary by Lessor to execute such Waivers. Unless otherwise agreed to in writing by Lessor, Lessee's failure to provide Waivers shall constitute an additional Event of Default under the Lease.
- e. **SALE AND LEASEBACK:** Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Lease is structured as a sale leaseback, whereby Lessor shall purchase the Property from Lessee or its affiliate(s) for purposes of leasing the equipment back to Lessee in accordance with the terms and conditions set forth in the Sale and Leaseback Agreement dated June 20, 2016 and incorporated herein by reference.
- f. **SECURITY DEPOSIT:** As part of the consideration of Lessor entering into this Schedule, and as additional security against Lessee's obligations under the Lease, at the time of Lessee's execution and delivery of this Schedule, Lessee shall deliver to Lessor a cash security deposit in the amount of twenty-five percent (25%) of Lessor's Total Property Cost (the "Security Deposit"). Lessee grants to Lessor a security interest in the Security Deposit to secure all of Lessee's obligations and agreements under the Lease. The rights and remedies of Lessor with regard to the security interest are set forth in a Security Agreement (Cash Deposit) (the "Security Agreement") executed as of the date of this Schedule. The Security Agreement is and shall be construed as executed in connection with the Lease.
- g. **RELEASE OF SECURITY DEPOSIT:** Provided no Event of Default has occurred under the Lease, and at such time as Lessee's then outstanding obligations under the Lease, including all Base Period Monthly Rental payments have been paid in full, in cash, then upon Lessee's written request, Lessor agrees to release a portion of the Security Deposit that exceeds Lessee's then total outstanding obligations owed under the Lease.
- h. **ENTIRE AGREEMENT:** For purposes of this Schedule only, Section 21a of the Master Lease is hereby modified to include the Security Agreement, Guaranty, Sale and Leaseback Agreement, any and all Waivers, and any and all other documentation executed in connection therewith as additional documents which, together with other documents described in that section, shall comprise the entire understanding and agreement between the parties with regard to the subject matter thereof.
- i. **CROSS-COLLATERALIZATION:** As part of the consideration of Lessor entering into this Schedule, and as additional security against Lessee's obligations under the Lease, Lessee agrees to the cross-collateralization of Property under various Schedules under the Master Lease as set forth herein. Lessee and Lessor have or intend to enter into this Lease Schedule No. 001, Lease Schedule No. 002 and Lease Schedule No. 003 each dated June 20, 2016, and each including any amendments thereto, to the Master Lease, Lease Schedule No. 001, Lease Schedule No. 002 and Lease Schedule No. 003, shall be referred herein collectively as "Schedules" and individually as "Schedule". Lessor and Lessee hereby agree that the Schedules, the Master Lease (as it relates to each Schedule), the Property leased under each Schedule, and the Security Deposit required under each Schedule, shall be cross-collateralized for all purposes under each Schedule and the Lease.
- j. **ADDITIONAL REMEDIES ON DEFAULT:** Upon the occurrence of a monetary Event of Default under the Lease, upon demand by Lessor, in addition to the remedies set forth in Section 20 of the Master Lease, Lessee shall thereupon immediately cease the use of any and all Property under each and every Schedule under the Master Lease whether such use is by Lessee or any affiliate of Lessee. In the enforcement of the remedies described in this Section, Lessor shall be entitled to an injunction restraining Lessee, or any of Lessee's affiliates, from using the Property. Lessee agrees that a violation of such will cause immediate and irreparable damage to Lessor and that the detriment which Lessor will suffer as a result of a breach by Lessee of the obligations contained in the Lease cannot be adequately compensated by monetary damages, and therefore Lessor shall be entitled to injunctive and other equitable relief to enforce the provisions of this Section.

Nothing contained herein shall prohibit Lessor from also pursuing any other remedies available under the Master Lease, the Schedule, the Security Agreement, or otherwise at law, and no action by Lessor in pursuing any other remedies shall constitute an election to forego other remedies. Lessee agrees that the foregoing remedies are in addition to all other

Mid-America Capital Corp. 01/12/18

rights and remedies available to Lessor under the Master Lease, the Schedule, the Security Agreement, or otherwise available provided by law. In connection with Lessor's exercise of any or all of the above-listed remedies, Lessor shall be entitled to recover all costs and expenses incurred by Lessor in the enforcement of the Lease and/or the exercise of its rights hereunder, including in disabling the Property, including without limitation, reasonable attorney fees and costs incurred by Lessor. In the event of enforcement by Lessor through judicial proceedings, Lessee hereby waives any requirement that Lessor post a bond. Lessor's failure to promptly enforce any right or remedy hereunder shall not operate as a waiver of such right or remedy, and Lessor's waiver of any default shall not constitute a waiver of any subsequent or other default. Lessee further agrees that the rights and remedies available to Lessor under the Lease may be enforced by specific performance, including by injunction.

k. **END OF BASE PERIOD:** For purposes of this Schedule only, provided no Event of Default has occurred under the Lease, option (1) of Section 21k of the Master Lease shall be replaced with the following: "purchase the Property for a price to be determined by Lessor and Lessee which shall not be greater than fifty percent (50%) of the original Total Property Cost." All other terms and conditions of Section 21k of the Master Lease shall continue in full force and effect without change.

l. **MASTER LEASE TERMS AND CONDITIONS:** Except as otherwise set forth herein, all other terms and conditions of the Master Lease shall remain in full force and effect without change.

SECTION 12 REPRESENTATION OF LESSEE: Lessor and Lessee agree that this Schedule is a "Finance Lease" as defined by the Uniform Commercial Code Article 2A, in that (i) Lessee has selected the Property in its sole discretion, (ii) Lessor has acquired the Property solely for the purpose of leasing such Property under this Schedule, and (iii) Lessee has received a copy of the contract evidencing Lessor's purchase of the Property.

LESSOR:

MAZUMA CAPITAL CORP

BY:



Kristina Allen

TITLE:

Executive Vice President

LESSEE:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY:



TITLE:

VP Finance, Treasurer

ORIGINAL

EXHIBIT B
STIPULATED LOSS SCHEDULE
DATED JUNE 20, 2016
TO
LEASE SCHEDULE NO. 001
DATED JUNE 20, 2016
TO
MASTER LEASE AGREEMENT NO. MCC1355
STIPULATED LOSS VALUE TABLE

ORIGINAL

AFTER MONTHLY PAYMENT	TOTAL STIPULATED LOSS VALUE	STIPULATED LOSS PERCENTAGE	AFTER MONTHLY PAYMENT	TOTAL STIPULATED LOSS VALUE	STIPULATED LOSS PERCENTAGE
0	\$15,491,226	145.00%	13	\$9,753,872	91.30%
1	\$15,103,782	141.37%	14	\$9,332,835	87.36%
2	\$14,654,042	137.16%	15	\$8,877,752	83.10%
3	\$14,204,493	132.96%	16	\$8,423,240	78.84%
4	\$13,755,132	128.75%	17	\$7,969,299	74.59%
5	\$13,305,962	124.55%	18	\$7,515,927	70.35%
6	\$12,925,329	120.98%	19	\$7,063,124	66.11%
7	\$12,471,123	116.73%	20	\$6,610,890	61.88%
8	\$12,017,298	112.48%	21	\$6,166,382	57.72%
9	\$11,563,853	108.24%	22	\$5,712,704	53.47%
10	\$11,110,788	104.00%	23	\$5,259,784	49.23%
11	\$10,658,103	99.76%	24	\$4,807,622	45.00%
12	\$10,205,798	95.53%	and thereafter		

The Stipulated Loss Value for any item of lost, damaged or destroyed Property shall be the Lessor's original cost of such item of Property multiplied by the Stipulated Loss Percentage indicated in the above table which corresponds to the month of the Lease after the Commencement Date in which the last Monthly Rental payment was made. In the event of a total loss or destruction, the Stipulated Loss Value for all lost or damaged Property shall be equal to the percentage or dollar amount, as the case may be, listed under the Total Stipulated Loss Value indicated above which corresponds to the month of the Lease after the Commencement Date in which the last Monthly Rental payment was made. If a partial or total loss occurs at any time prior to the Commencement Date of the Lease, then the Stipulated Loss Value shall be equal to 145% of the total amount funded. In the event the Lease is continued for any reason, then the last percentage or dollar amount, as the case may be, shown above shall control throughout any such continued term.

In the event of default under the Lease, Lessor may, in addition to all other remedies available to it under the Lease, recover the dollar amount listed under the Total Stipulated Loss Value indicated above as of the Monthly Rental payment date immediately preceding the date of the default.

LESSOR:

MAZUMA CAPITAL CORP

BY: Kristina Allen
 Kristina Allen
 TITLE: Executive Vice President

LESSEE:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY: VFP Finance, Treasurer
 TITLE: VFP Finance, Treasurer

EXHIBIT “D”

SALE AND LEASEBACK AGREEMENT

This Sale and Leaseback Agreement ("Agreement") is dated and effective June 20, 2016 by and between **ORTHO-CLINICAL DIAGNOSTICS, INC.**, 1001 US Highway 202, Raritan, New Jersey 08869 (the "Seller") and **MAZUMA CAPITAL CORP.**, 10813 S. River Front Pkwy, Suite 475, South Jordan, Utah 84095 (the "Buyer").

WHEREAS, Seller requests Buyer to purchase from Seller Property listed in the attached Exhibit A, which by this reference is made a part hereof, (the "Property") and to lease the Property to Seller under the terms and conditions of Lease Schedule No. 002 dated June 20, 2016 ("Schedule") to Master Lease Agreement No. MCC1355, dated and effective as of June 20, 2016, ("Master Lease") (the Master Lease and the Schedule are referred to herein collectively as the "Lease"); and

WHEREAS, Buyer is willing to purchase and lease the Property to Seller under the terms and conditions of this Agreement and the Lease;

NOW, THEREFORE, in consideration of the mutual promises herein, Seller and Buyer agree as follows:

1. **Sale and Leaseback.** Seller agrees to sell and Buyer agrees to purchase the Property described in Exhibit A attached. Concurrent with the sale, Buyer agrees to lease the Property to Seller and Seller agrees to accept the Property from Buyer for all purposes under the Lease pursuant to the terms and conditions of the Lease. In connection with Seller's sale of the Property to Buyer, Seller assigns to Buyer all manufacturer warranties and indemnities with respect to the Property.

2. **Purchase Price and Payment.** Buyer and Seller agree that the purchase price of the Property is \$15,675,192.00, which shall be payable to Seller pursuant to the terms and conditions of this Agreement, the Master Lease and the Schedule.

3. **Title.** The parties agree that title and ownership of the Property shall pass from Seller to Buyer upon payment of the purchase price specified herein. Seller shall provide insurance coverage for the Property from the date title passes to Buyer in accordance with the terms and conditions of the Master Lease, which terms and conditions are incorporated herein by this reference.

4. **Buyer's Purchase and Performance.** Seller agrees that Buyer's obligations hereunder are expressly subject to the following conditions:

a. Buyer's receipt of the executed Master Lease, Schedule, Stipulated Loss Schedule, Acceptance Certificate, Bill of Sale for the Property given by Seller in favor of Buyer, UCC searches to be performed against Seller showing no security interests, liens or other encumbrances on the Property, partial releases of any UCC liens or encumbrances, evidence of ownership, and any other documentation reasonably required by Buyer, all in form acceptable to Buyer.

b. Buyer's receipt of resolutions and/or incumbency certificates in form acceptable to Buyer evidencing Seller's authority to enter into this sale and leaseback transaction with Buyer.

5. **Taxes.** Seller represents and warrants that it is responsible for and it has paid all sales and use, property and other taxes assessed or due in connection with Seller's purchase, use and possession of the Property prior to sale to Buyer hereunder. Seller agrees to pay to Buyer an amount equal to all taxes paid, payable or required to be collected by Buyer, however designated, which are levied or based on the rental, on the Lease or on the Property or on its purchase for lease hereunder, or on its use, lease, operation, control or value (including, without limitation, state and local privilege or excise taxes based on gross revenue), any penalties or interest in

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connection therewith or taxes or amounts in lieu thereof paid or payable by Buyer in respect of the foregoing, but excluding taxes based on Buyer's net income. Buyer shall deliver to Seller a duly executed sales tax exemption certificate for the Property, prior to Buyer's payment of the purchase price.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

a. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and in all jurisdictions where such qualification is required for it to conduct its business.

b. Seller has all requisite power and authority to conduct its business, to own and lease its properties and to enter into and perform all of its obligations under this Agreement.

c. This Agreement has been duly authorized by Seller, and upon execution and delivery by the parties thereto, shall constitute the valid, legal and binding obligation of Seller enforceable in accordance with its terms.

d. No event has occurred or is continuing which constitutes an event of default under this Agreement. There is no action, suit or proceeding pending or threatened against or affecting Seller before or by any court, administrative agency or other governmental authority which brings into question the validity of the transaction contemplated by this Agreement or which might materially impair the ability of Seller to perform its obligations under this Agreement or the transaction contemplated hereby.

e. Neither the execution and delivery by the Seller of this Agreement, nor the compliance by the Seller with the provisions of any thereof, conflicts with or results in a breach of any of the provisions of the Articles of Incorporation or By-Laws of Seller, or of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or of any agreement or other instrument to which the Seller is a party or by which it is bound, or constitutes or will constitute a default under any thereof.

f. The transaction contemplated by this Agreement complies with all applicable federal and state laws, rules and regulations applicable to Seller.

g. No consent, approval or authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by Seller of, or the consummation by Seller of the transaction contemplated by this Agreement.

h. Seller is transferring to Buyer good title to the Property, free and clear of all liens and encumbrances of any kind or description and the Property is, and at the time of closing will be, located at Seller's premises identified on the Acceptance Certificate, in good operating condition and appearance and installed (if applicable) and operating in accordance with all manufacturer specifications.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

a. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah and in all jurisdictions where such qualification is required for it to conduct its business.

b. Buyer has all requisite power and authority to conduct its business, to own and lease its properties and to enter into and perform all of its obligations under this Agreement.

c. This Agreement has been duly authorized by Buyer, and upon the execution and delivery by the parties thereto, shall constitute the valid, legal and binding obligation of Buyer enforceable in accordance with its terms.

8. **Default and Remedies.** In the event any of Seller's representations made hereunder should be false or misleading in any material respect, or in the event Seller should breach any of its warranties or obligations under this Agreement, Buyer shall be entitled to exercise all rights and remedies available to it at law or in equity together with all of its rights and remedies under the Lease as if they were set forth in this Agreement, and for purposes hereof all such rights and remedies shall be incorporated herein by this reference.

9. **Successors.** Buyer and Seller agree that this Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer, and their respective successors and assigns. Any assignment by Buyer shall not require Seller's prior written approval provided such assignee agrees to observe Buyer's covenant of quiet enjoyment under the Lease. Seller shall not assign any interest in this Agreement without Buyer's prior written consent.

10. **Survival of Covenants.** Buyer and Seller agree that the warranties, covenants and agreements contained in this Agreement shall survive the passing of title to the Property.

11. **Miscellaneous.** Section titles are not intended to, and shall not limit or otherwise affect the interpretation of this Agreement. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected or impaired in any way. Any modifications to this Agreement shall be in writing and shall be signed by both parties and their last known assignees, if any. Any terms capitalized herein shall have the meanings set forth in the Master Lease and the Schedule, which are incorporated herein by reference.

12. **Entire Agreement.** Seller and Buyer agree that this Agreement and the Lease, together with any amendments, riders or supplements thereto, shall constitute the entire agreement between the parties with respect to the Property and shall supersede all proposals, oral or written, all prior negotiations and all other communications.

13. **Legal and Administrative Expenses.** Seller shall reimburse Buyer for all charges, costs, expenses and attorney fees incurred by Buyer in connection with this sale/leaseback transaction.


14. **No Brokers Fee.** Each party represents it has retained no brokers in this transaction and indemnifies the other party against any brokers' or other fees which might result from the indemnifying party's actions.

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

BUYER:

MAZUMA CAPITAL CORP

BY:


Kristina Allen

TITLE: Executive Vice President

SELLER:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY:



TITLE:

VP Finance Treasurer

EXHIBIT A

Ortho-Clinical Diagnostics, Inc.

Master Lease No. MCC1355

Lease Schedule No. 002

Property Location: 100 INDIGO CREEK DRIVE, B313, ROCHESTER, NY 14626

\$15,675,192.00 \$15,675,192.00
 \$15,675,192.00 \$15,675,192.00

VENDOR	DESCRIPTION	SERIAL #	PER UNIT	UNIT TOTAL	INVOICE TOTAL
HARRO HOFELIGER PACKAGING SYSTEMS	CATALYS WORK CENTER AS FOLLOWS LAYOUT SPACE REQUIREMENTS: M09475 05 B COLOR: SILVER VOLTAGE: 480 V, 60HZ, 3 PH/4PE (MACHINE IS DESIGNED FOR 400V AND EXECUTED WITH TRANSFORMER) MACHINE CONTROL: CONTROL LOGIX 5500 SERVO CONTROLLER KINETIX 650C TOUCH PANEL: CE PANEL HMI SOFTWARE: PANEL VIEW 1000 PLUS ME COMPRESSED AIR: 6 BAR (OIL AND WATER FREE) NOISE LEVEL: MAX 78DB (A), ACCORDING TO GERMAN REGULATION DIN 45635 PNEUMATIC: FESTO COMPONENTS, ACCORDING TO HMI- STANDARD COMPONENT LIST CONFIGURATION: 5-UP CONFIGURATION OUTPUT: MECHANICALLY UP TO APPROX 65 SLIDES/MIN ACTUAL OUTPUT DEPENDENT ON IN-FEED SITUATION, PRODUCT QUALITY AND REJECTS MACHINE CONSISTS OF: ONE WELDED MACHINE FRAME WITH ALUMINIUM TOP AND BOTTOM PLATE ONE SERVO DRIVEN INDEXING DIAL WITH TWELVE STATIONS ONE SERVO FOR MAIN TRANSPORT ONE STAND ALONE CONTROL CABINET SAFETY GUARDING WITH INTERLOCK: REMOVABLE COVER UNTIL LASER MARKING STATION TO PREVENT ACCESS TO THE SLIDES PUCK TRANSFER SYSTEM INSTALLED ON MACHINE FRAME ONE HMI MOUNTED ON A SWIVEL ARM		\$9,543,651.00	\$9,543,651.00	\$9,543,651.00
CUMMINGS CONSTRUCTION, LLC	WORK CENTER ROOM CONSTRUCTION, BUILD OUT, HVAC AND ELECTRICAL PLUMBING		\$1,588,714.00	\$1,588,714.00	\$1,588,714.00
TURTLE AND HUGES INC	SPARE PARTS PROCUREMENT		\$528,223.00	\$528,223.00	\$528,223.00
ROCKWELL AUTOMATION INC	SCADA, LOT MANAGEMENT, SOFTWARE, PROJECT SUPPORT		\$431,946.00	\$431,946.00	\$431,946.00
KELLY SERVICES INC	PROJECT LABOR (EXTERNAL ENGINEER)		\$402,212.00	\$402,212.00	\$402,212.00
MUNTERS CORPORATION	ROOFTOP HVAC UNIT		\$260,392.00	\$260,392.00	\$260,392.00
SPEER EQUIPMENT CONTROLS DIV	FABRICATION AND INSTALL ON THAW CAGES, PUNCH/TRANSFER AND DIE CARTS		\$168,362.00	\$168,362.00	\$168,362.00
HORIZON SOLUTIONS LLC	STACK LIGHTS, PROCESSORS, SCADA DATA MANAGEMENT, TRAY PACKAGING LINE MATERIALS		\$110,264.00	\$110,264.00	\$110,264.00
N/A	DRAWING UPDATES, DESIGN WORK		\$105,600.00	\$105,600.00	\$105,600.00
MISCELLANEOUS VENDORS	MISCELLANEOUS COSTS LESS THAN \$100.00.00		\$434,277.00	\$434,277.00	\$434,277.00
ORTHO-CLINICAL DIAGNOSTICS, INC	INTERNAL SPENDING AS FOLLOWS				
	CAPITALIZED LABOR		\$1,424,546.00	\$1,424,546.00	
	BUILDING FITOUT		\$289,222.00	\$289,222.00	
	CAPITALIZED INTEREST		\$207,168.00	\$207,168.00	
	ALL OTHER		\$180,616.00	\$180,616.00	
	ADJUSTMENT DO TO ROUNDING		(\$1.00)	(\$1.00)	\$2,101,551.00
and any and all attachments, replacements, parts, substitution, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto.					

EXHIBIT “E”

ORIGINAL

**LEASE SCHEDULE NO. 002
TO
MASTER LEASE AGREEMENT NO. MCC1355**

This Lease Schedule No. 002 dated June 20, 2016 (the "Schedule") between MAZUMA CAPITAL CORP (the "Lessor") and ORTHO-CLINICAL DIAGNOSTICS, INC. (the "Lessee") incorporates by reference the terms and conditions of Master Lease Agreement No. MCC1355 dated June 20, 2016 (the "Master Lease"), the Exhibit A ("Property") and the Exhibit B ("Stipulated Loss Schedule"), and constitutes a separate lease between Lessor and Lessee and is referred to herein as the "Lease". Lessor shall have the right to replace this Schedule with multiple Schedules for the purpose of segregating the Property into separate Lease Schedules. All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Master Lease.

SECTION 1 PROPERTY: One (1) IDEXX Veterinary Catalyst Work Center 3 Machine together with related components and costs as more fully described on the Exhibit A to the Acceptance and Delivery Certificate together with any and all attachments, accessions, additions, enhancements and replacements thereto.

SECTION 2 PROPERTY LOCATION: Location(s) as set forth on the Exhibit A to the Acceptance and Delivery Certificate

SECTION 3 BASE PERIOD: Twenty-four (24) months starting on the Lease Commencement Date

SECTION 4 TOTAL PROPERTY COST: \$15,675,192.00

SECTION 5 LEASE RATE FACTOR: 0.04150

SECTION 6 MONTHLY RENTAL: \$650,520.47, plus applicable sales/use tax

SECTION 7 RENTAL FREQUENCY: Monthly in advance

SECTION 8 DEPOSIT: \$650,520.47, applied to the last Monthly Rental, plus applicable sales/use tax. Lessee shall pay the deposit upon execution of this Schedule. This payment is irrevocable and shall be deemed to have been earned by Lessor upon Lessor's receipt thereof and shall be applied to satisfy Lessee's obligations to make such payments hereunder. This payment shall not be refundable to Lessee under any circumstances, including, without limitation, any termination of this Lease for any reason prior to the end of its scheduled term in accordance with the terms hereof. The payment shall not be applied to or refunded to Lessee until Lessee shall have made payment in full in cash of all amounts due for Monthly Rental payments and other payment under the Lease during the Base Period.

SECTION 9 DATE OF ACCEPTANCE: As specified in the Acceptance and Delivery Certificate

SECTION 10 FLOATING LEASE RATE FACTOR: The Lease Rate Factor indicated in Section 5, shall increase .00006996 for every five (05) basis point increase in twenty-four (24) month U.S. Treasury Notes as of the Date of Acceptance of the Property (the "Adjusted Lease Rate Factor"), at which time the Monthly Rental under this Schedule shall be adjusted by multiplying the Total Property Cost, indicated in Section 4, by the Adjusted Lease Rate Factor. The twenty-four (24) month U.S. Treasury Note yield used as the basis for the calculation of the Adjusted Lease Rate Factor herein is .92%.

SECTION 11 ADDITIONAL PROVISIONS:

- a. **PAYMENT BY ELECTRONIC TRANSFER:** In the event that a Monthly Rental payment and other monies due under the Lease are not received by Lessor or its assigns within ten (10) days of the due date, Lessee authorizes Lessor or its assigns to electronically transfer payment due under any past due invoice from Lessee's account maintained with its financial institution, and Lessee agrees to execute and deliver a written "Authorization for Electronic Transfer" form to Lessor to affect such transfers. Failure or refusal of Lessee to authorize such transfers or failure of Lessor or its assigns to receive such payments by electronic transfer shall constitute an additional Event of Default under Section 19 of the Master Lease. Upon the occurrence of the Event of Default specified above, Lessor shall be entitled to exercise its rights and remedies under the Lease.

ORIGINAL

- b. **GUARANTY:** Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Lease is guaranteed by Ortho-Clinical Diagnostics S.A. as set forth in the Unconditional Guaranty dated June 20, 2016 (the "Guaranty"), and incorporated herein by reference.
- c. **INSPECTION:** Pursuant to the terms and conditions of Section 10(h) of the Master Lease, Lessor requires a third party inspection of each item of Property. Upon Lessor's receipt of a satisfactory third party inspection of the Property evidencing that the Property is delivered, installed and in good working order and condition, Lessor will provide Lessee a final Acceptance and Delivery Certificate, as provided in the Master Lease. Upon receipt of the Acceptance and Delivery Certificate, and further upon Lessee's inspection, satisfaction and acceptance of the Property (subject to the terms and conditions of the Master Lease), Lessee shall execute and deliver to Lessor the final Acceptance and Delivery Certificate.
- d. **WAIVERS:** For purposes of this Lease and to ensure that Lessor shall be granted all right, title and interest in and to the Property, and to further ensure that Lessor shall be indemnified from and against any loss or damage it might incur resulting from liens, claims, security interest or encumbrances existing or of records against the Property Location or the Property, Lessee agrees (i) to provide to Lessor any documentation requested, including but not limited to bills of sale, waivers of interest, lien releases, mechanic's lien releases, mortgagee waivers, and any additional waivers (collectively the "Waivers"), and (ii) to use its commercially reasonable best efforts to cause any third parties deemed necessary by Lessor to execute such Waivers. Unless otherwise agreed to in writing by Lessor, Lessee's failure to provide Waivers shall constitute an additional Event of Default under the Lease.
- e. **SALE AND LEASEBACK:** Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Lease is structured as a sale leaseback, whereby Lessor shall purchase the Property from Lessee or its affiliate(s) for purposes of leasing the equipment back to Lessee in accordance with the terms and conditions set forth in the Sale and Leaseback Agreement dated June 20, 2016 and incorporated herein by reference.
- f. **SECURITY DEPOSIT:** As part of the consideration of Lessor entering into this Schedule, and as additional security against Lessee's obligations under the Lease, at the time of Lessee's execution and delivery of this Schedule, Lessee shall deliver to Lessor a cash security deposit in the amount of twenty-five percent (25%) of Lessor's Total Property Cost (the "Security Deposit"). Lessee grants to Lessor a security interest in the Security Deposit to secure all of Lessee's obligations and agreements under the Lease. The rights and remedies of Lessor with regard to the security interest are set forth in a Security Agreement (Cash Deposit) (the "Security Agreement") executed as of the date of this Schedule. The Security Agreement is and shall be construed as executed in connection with the Lease.
- g. **RELEASE OF SECURITY DEPOSIT:** Provided no Event of Default has occurred under the Lease, and at such time as Lessee's then outstanding obligations under the Lease, including all Base Period Monthly Rental payments have been paid in full, in cash, then upon Lessee's written request, Lessor agrees to release a portion of the Security Deposit that exceeds Lessee's then total outstanding obligations owed under the Lease.
- h. **ENTIRE AGREEMENT:** For purposes of this Schedule only, Section 21a of the Master Lease Agreement is hereby modified to include the Security Agreement, Guaranty, Sale and Leaseback Agreement and any and all Waivers executed in connection therewith as additional documents which, together with other documents described in that section, shall comprise the entire understanding and agreement between the parties with regard to the subject matter thereof.
- i. **CROSS-COLLATERALIZATION:** As part of the consideration of Lessor entering into this Schedule, and as additional security against Lessee's obligations under the Lease, Lessee agrees to the cross-collateralization of Property under various Schedules under the Master Lease as set forth herein. Lessee and Lessor have or intend to enter into this Lease Schedule No. 002, Lease Schedule No. 001 and Lease Schedule No. 003 each dated June 20, 2016, and each including any amendments thereto, to the Master Lease. Lease Schedule No. 001, Lease Schedule No. 002 and Lease Schedule No. 003, shall be referred herein collectively as "Schedules" and individually as "Schedule". Lessor and Lessee hereby agree that the Schedules, the Master Lease (as it relates to each Schedule), the Property leased under each Schedule, and the Security Deposit required under each Schedule, shall be cross-collateralized for all purposes under each Schedule and the Lease.

- j. **ADDITIONAL REMEDIES ON DEFAULT:** Upon the occurrence of a monetary Event of Default under the Lease, upon demand by Lessor, in addition to the remedies set forth in Section 20 of the Master Lease, Lessee shall thereupon immediately cease the use of any and all Property under each and every Schedule under the Master Lease whether such use is by Lessee or any affiliate of Lessee. In the enforcement of the remedies described in this Section, Lessor shall be entitled to an injunction restraining Lessee, or any of Lessee's affiliates, from using the Property. Lessee agrees that a violation of such will cause immediate and irreparable damage to Lessor and that the detriment which Lessor will suffer as a result of a breach by Lessee of the obligations contained in the Lease cannot be adequately compensated by monetary damages, and therefore Lessor shall be entitled to injunctive and other equitable relief to enforce the provisions of this Section.

Nothing contained herein shall prohibit Lessor from also pursuing any other remedies available under the Master Lease, the Schedule, the Security Agreement, or otherwise at law, and no action by Lessor in pursuing any other remedies shall constitute an election to forego other remedies. Lessee agrees that the foregoing remedies are in addition to all other rights and remedies available to Lessor under the Master Lease, the Schedule, the Security Agreement, or otherwise available provided by law. In connection with Lessor's exercise of any or all of the above-listed remedies, Lessor shall be entitled to recover all costs and expenses incurred by Lessor in the enforcement of the Lease and/or the exercise of its rights hereunder, including in disabling the Property, including without limitation, reasonable attorney fees and costs incurred by Lessor. In the event of enforcement by Lessor through judicial proceedings, Lessee hereby waives any requirement that Lessor post a bond. Lessor's failure to promptly enforce any right or remedy hereunder shall not operate as a waiver of such right or remedy, and Lessor's waiver of any default shall not constitute a waiver of any subsequent or other default. Lessee further agrees that the rights and remedies available to Lessor under the Lease may be enforced by specific performance, including by injunction.

- k. **END OF BASE PERIOD:** For purposes of this Schedule only, provided no Event of Default has occurred under the Lease, option (1) of Section 21k of the Master Lease shall be replaced with the following: "purchase the Property for a price to be determined by Lessor and Lessee which shall not be greater than fifty percent (50%) of the original Total Property Cost." All other terms and conditions of Section 21k of the Master Lease shall continue in full force and effect without change.


- l. **MASTER LEASE TERMS AND CONDITIONS:** Except as otherwise set forth herein, all other terms and conditions of the Master Lease shall remain in full force and effect without change.

SECTION 12 REPRESENTATION OF LESSEE: Lessor and Lessee agree that this Schedule is a "Finance Lease" as defined by the Uniform Commercial Code Article 2A, in that (i) Lessee has selected the Property in its sole discretion, (ii) Lessor has acquired the Property solely for the purpose of leasing such Property under this Schedule, and (iii) Lessee has received a copy of the contract evidencing Lessor's purchase of the Property.

LESSOR:

MAZUMA CAPITAL CORP

BY:


Kristina Allen


TITLE:

Executive Vice President

LESSEE:

ORTHIO-CLINICAL DIAGNOSTICS, INC.

BY:


J.R. Dwan, Treasurer

TITLE:

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EXHIBIT B
STIPULATED LOSS SCHEDULE
DATED JUNE 20, 2016
TO
LEASE SCHEDULE NO. 002
DATED JUNE 20, 2016
TO
MASTER LEASE AGREEMENT NO. MCC1355
STIPULATED LOSS VALUE TABLE

AFTER MONTHLY PAYMENT	TOTAL STIPULATED LOSS VALUE	STIPULATED LOSS PERCENTAGE	AFTER MONTHLY PAYMENT	TOTAL STIPULATED LOSS VALUE	STIPULATED LOSS PERCENTAGE
0	\$21,631,765	145.00%	13	\$13,256,677	84.57%
1	\$21,064,501	134.38%	14	\$12,633,949	80.60%
2	\$20,412,485	130.22%	15	\$11,965,730	76.34%
3	\$19,760,031	126.06%	16	\$11,297,618	72.07%
4	\$19,107,137	121.89%	17	\$10,629,613	67.81%
5	\$18,453,804	117.73%	18	\$9,961,715	63.55%
6	\$17,891,487	114.14%	19	\$9,293,924	59.29%
7	\$17,229,880	109.92%	20	\$8,626,240	55.03%
8	\$16,568,104	105.70%	21	\$7,967,787	50.83%
9	\$15,906,159	101.47%	22	\$7,296,996	46.55%
10	\$15,244,043	97.25%	23	\$6,626,591	42.27%
11	\$14,581,758	93.02%	24	\$5,956,573	45.00%
12	\$13,919,303	88.80%	and thereafter		

The Stipulated Loss Value for any item of lost, damaged or destroyed Property shall be the Lessor's original cost of such item of Property multiplied by the Stipulated Loss Percentage indicated in the above table which corresponds to the month of the Lease after the Commencement Date in which the last Monthly Rental payment was made. In the event of a total loss or destruction, the Stipulated Loss Value for all lost or damaged Property shall be equal to the percentage or dollar amount, as the case may be, listed under the Total Stipulated Loss Value indicated above which corresponds to the month of the Lease after the Commencement Date in which the last Monthly Rental payment was made. If a partial or total loss occurs at any time prior to the Commencement Date of the Lease, then the Stipulated Loss Value shall be equal to 145% of the total amount funded. In the event the Lease is continued for any reason, then the last percentage or dollar amount, as the case may be, shown above shall control throughout any such continued term.

In the event of default under the Lease, Lessor may, in addition to all other remedies available to it under the Lease, recover the dollar amount listed under the Total Stipulated Loss Value indicated above as of the Monthly Rental payment date immediately preceding the date of the default.

LESSOR:

MAZUMA CAPITAL CORP

BY: Kristina Allen
Kristina Allen

TITLE: Executive Vice President

LESSEE:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY: [Signature]TITLE: V. F. Wake, Treasurer

EXHIBIT “F”

SALE AND LEASEBACK AGREEMENT

This Sale and Leaseback Agreement ("Agreement") is dated and effective June 20, 2016 by and between **ORTHO-CLINICAL DIAGNOSTICS, INC.**, 1001 US Highway 202, Raritan, NJ 08869 (the "Seller") and **MAZUMA CAPITAL CORP.**, 10813 S. River Front Pkwy, Suite 475, South Jordan, Utah 84095 (the "Buyer").

WHEREAS, Seller requests Buyer to purchase from Seller Property listed in the attached Exhibit A, which by this reference is made a part hereof, (the "Property") and to lease the Property to Seller under the terms and conditions of Lease Schedule No. 003 dated June 20, 2016 ("Schedule") to Master Lease Agreement No. MCC1355, dated and effective as of June 20, 2016, ("Master Lease") (the Master Lease and the Schedule are referred to herein collectively as the "Lease"); and

WHEREAS, Buyer is willing to purchase and lease the Property to Seller under the terms and conditions of this Agreement and the Lease:

NOW, THEREFORE, in consideration of the mutual promises herein, Seller and Buyer agree as follows:

1. **Sale and Leaseback.** Seller agrees to sell and Buyer agrees to purchase the Property described in Exhibit A attached. Concurrent with the sale, Buyer agrees to lease the Property to Seller and Seller agrees to accept the Property from Buyer for all purposes under the Lease pursuant to the terms and conditions of the Lease. In connection with Seller's sale of the Property to Buyer, Seller assigns to Buyer all manufacturer warranties and indemnities with respect to the Property.

2. **Purchase Price and Payment.** Buyer and Seller agree that the purchase price of the Property is \$9,977,767.11, which shall be payable to Seller pursuant to the terms and conditions of this Agreement, the Master Lease and the Schedule.

3. **Title.** The parties agree that title and ownership of the Property shall pass from Seller to Buyer upon payment of the purchase price specified herein. Seller shall provide insurance coverage for the Property from the date title passes to Buyer in accordance with the terms and conditions of the Master Lease, which terms and conditions are incorporated herein by this reference.

4. **Buyer's Purchase and Performance.** Seller agrees that Buyer's obligations hereunder are expressly subject to the following conditions:

a. Buyer's receipt of the executed Master Lease, Schedule, Stipulated Loss Schedule, Acceptance Certificate, Bill of Sale for the Property given by Seller in favor of Buyer, UCC searches to be performed against Seller showing no security interests, liens or other encumbrances on the Property, partial releases of any UCC liens or encumbrances, evidence of ownership, and any other documentation reasonably required by Buyer, all in form acceptable to Buyer.

b. Buyer's receipt of resolutions in form acceptable to Buyer evidencing Seller's authority to enter into this sale and leaseback transaction with Buyer.

5. **Taxes.** Seller represents and warrants that it is responsible for and it has paid all sales and use, property and other taxes assessed or due in connection with Seller's purchase, use and possession of the Property prior to sale to Buyer hereunder. Seller agrees to pay to Buyer an amount equal to all taxes paid, payable or required to be collected by Buyer, however designated, which are levied or based on the rental, on the Lease or on the Property or on its purchase for lease hereunder, or on its use, lease, operation, control or value (including, without limitation, state and local privilege or excise taxes based on gross revenue), any penalties or interest in connection therewith or taxes or amounts in lieu thereof paid or payable by Buyer in respect of the foregoing, but

excluding taxes based on Buyer's net income. Buyer shall deliver to Seller a duly executed sales tax exemption certificate for the Property, prior to Buyer's payment of the purchase price.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

a. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and in all jurisdictions where such qualification is required for it to conduct its business.

b. Seller has all requisite power and authority to conduct its business, to own and lease its properties and to enter into and perform all of its obligations under this Agreement.

c. This Agreement has been duly authorized by Seller, and upon execution and delivery by the parties thereto, shall constitute the valid, legal and binding obligation of Seller enforceable in accordance with its terms.

d. No event has occurred or is continuing which constitutes an event of default under this Agreement. There is no action, suit or proceeding pending or threatened against or effecting Seller before or by any court, administrative agency or other governmental authority which brings into question the validity of the transaction contemplated by this Agreement or which might materially impair the ability of Seller to perform its obligations under this Agreement or the transaction contemplated hereby.

e. Neither the execution and delivery by the Seller of this Agreement, nor the compliance by the Seller with the provisions of any thereof, conflicts with or results in a breach of any of the provisions of the Articles of Incorporation or By-Laws of Seller, or of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or of any agreement or other instrument to which the Seller is a party or by which it is bound, or constitutes or will constitute a default under any thereof.

f. The transaction contemplated by this Agreement complies with all applicable federal and state laws, rules and regulations applicable to Seller.

g. No consent, approval or authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by Seller of, or the consummation by Seller of the transaction contemplated by this Agreement.

h. Seller is transferring to Buyer good title to the Property, free and clear of all liens and encumbrances of any kind or description and the Property is, and at the time of closing will be, located at Seller's premises identified on the Acceptance Certificate, in good operating condition and appearance and installed (if applicable) and operating in accordance with all manufacturer specifications.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

a. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah and in all jurisdictions where such qualification is required for it to conduct its business.

b. Buyer has all requisite power and authority to conduct its business, to own and lease its properties and to enter into and perform all of its obligations under this Agreement.

c. This Agreement has been duly authorized by Buyer, and upon the execution and delivery by the parties thereto, shall constitute the valid, legal and binding obligation of Buyer enforceable in accordance with its terms.

8. **Default and Remedies.** In the event any of Seller's representations made hereunder should be false or misleading in any material respect, or in the event Seller should breach any of its warranties or obligations under this Agreement, Buyer shall be entitled to exercise all rights and remedies available to it at law or in equity together with all of its rights and remedies under the Lease as if they were set forth in this Agreement, and for purposes hereof all such rights and remedies shall be incorporated herein by this reference.

9. **Successors.** Buyer and Seller agree that this Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer, and their respective successors and assigns. Any assignment by Buyer shall not require Seller's prior written approval provided such assignee agrees to observe Buyer's covenant of quiet enjoyment under the Lease. Seller shall not assign any interest in this Agreement without Buyer's prior written consent.

10. **Survival of Covenants.** Buyer and Seller agree that the warranties, covenants and agreements contained in this Agreement shall survive the passing of title to the Property.

11. **Miscellaneous.** Section titles are not intended to, and shall not limit or otherwise affect the interpretation of this Agreement. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected or impaired in any way. Any modifications to this Agreement shall be in writing and shall be signed by both parties and their last known assignees, if any. Any terms capitalized herein shall have the meanings set forth in the Master Lease and the Schedule, which are incorporated herein by reference.

12. **Entire Agreement.** Seller and Buyer agree that this Agreement and the Lease, together with any amendments, riders or supplements thereto, shall constitute the entire agreement between the parties with respect to the Property and shall supersede all proposals, oral or written, all prior negotiations and all other communications.

13. **Legal and Administrative Expenses.** Seller shall reimburse Buyer for all charges, costs, expenses and attorney fees incurred by Buyer in connection with this sale/leaseback transaction.

14. **No Brokers Fee.** Each party represents it has retained no brokers in this transaction and indemnifies the other party against any brokers' or other fees which might result from the indemnifying party's actions.

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

BUYER:

MAZUMA CAPITAL CORP

BY: Kristina Allen
Kristina Allen

TITLE: Executive Vice President

SELLER:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY: VP, Finance
VP, Finance

EXHIBIT A

Ortho-Clinical Diagnostics, Inc.

Master Lease No. MCC1355

Lease Schedule No. 003

Property Location: 100 Inidgo Creek Drive, B313, Rochester, NY 14626

\$9,977,767.11 \$9,977,767.11

\$9,977,767.11 \$9,977,767.11

VENDOR	QTY	DESCRIPTION	PC NO.	PER UNIT	UNIT TOTAL	INVOICE TOTAL
AXON SOLUTIONS INC	1	SOFT COSTS, EXPENSES AND OTHER COSTS RELATED TO THE DEPLOYMENT AND IMPLEMENTATION OF LESSEE'S SOFTWARE SYSTEM(S)	1	\$6,975,186.07	\$6,975,186.07	\$6,975,186.07
HCL AMERICA INC	1	SOFT COSTS, EXPENSES AND OTHER COSTS RELATED TO THE DEPLOYMENT AND IMPLEMENTATION OF LESSEE'S SOFTWARE SYSTEM(S)	1	\$3,002,581.04	\$3,002,581.04	\$3,002,581.04
and any and all attachments, replacements, parts, substitution, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto.						

EXHIBIT “G”

ORIGINAL

**LEASE SCHEDULE NO. 003
TO
MASTER LEASE AGREEMENT NO. MCC1355**

This Lease Schedule No. 003 dated June 20, 2016 (the "Schedule") between MAZUMA CAPITAL CORP (the "Lessor") and ORTHO-CLINICAL DIAGNOSTICS, INC. (the "Lessee") incorporates by reference the terms and conditions of Master Lease Agreement No. MCC1355 dated June 20, 2016 (the "Master Lease"), the Exhibit A ("Property") and the Exhibit B ("Stipulated Loss Schedule"), and constitutes a separate lease between Lessor and Lessee and is referred to herein as the "Lease". Lessor shall have the right to replace this Schedule with multiple Schedules for the purpose of segregating the Property into separate Lease Schedules. All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Master Lease.

SECTION 1 PROPERTY: Soft costs, expenses and other costs related to the implementation and deployment of Lessee's software system referred to as the Crossroads Manufacturing and Inventory Management System as more fully described on the Exhibit A to the Acceptance and Delivery Certificate together with any and all attachments, accessions, additions, enhancements and replacements thereto.

SECTION 2 PROPERTY LOCATION: Location(s) as set forth on the Exhibit A to the Acceptance and Delivery Certificate

SECTION 3 BASE PERIOD: Twenty-four (24) months starting on the Lease Commencement Date

SECTION 4 TOTAL PROPERTY COST: \$9,977,767.11

SECTION 5 LEASE RATE FACTOR: 0.04150

SECTION 6 MONTHLY RENTAL: \$414,077.34, plus applicable sales/use tax

SECTION 7 RENTAL FREQUENCY: Monthly in advance

SECTION 8 DEPOSIT: \$414,077.34, applied to the last Monthly Rental, plus applicable sales/use tax. Lessee shall pay the deposit upon execution of this Schedule. This payment is irrevocable and shall be deemed to have been earned by Lessor upon Lessor's receipt thereof and shall be applied to satisfy Lessee's obligations to make such payments hereunder. This payment shall not be refundable to Lessee under any circumstances, including, without limitation, any termination of this Lease for any reason prior to the end of its scheduled term in accordance with the terms hereof. The payment shall not be applied to or refunded to Lessee until Lessee shall have made payment in full in cash of all amounts due for Monthly Rental payments and other payment under the Lease during the Base Period.

SECTION 9 DATE OF ACCEPTANCE: As specified in the Acceptance and Delivery Certificate

SECTION 10 FLOATING LEASE RATE FACTOR: The Lease Rate Factor indicated in Section 5, shall increase .00006996 for every five (05) basis point increase in twenty-four (24) month U.S. Treasury Notes as of the Date of Acceptance of the Property (the "Adjusted Lease Rate Factor"), at which time the Monthly Rental under this Schedule shall be adjusted by multiplying the Total Property Cost, indicated in Section 4, by the Adjusted Lease Rate Factor. The twenty-four (24) month U.S. Treasury Note yield used as the basis for the calculation of the Adjusted Lease Rate Factor herein is .92%.

SECTION 11 ADDITIONAL PROVISIONS:

- a. PAYMENT BY ELECTRONIC TRANSFER: In the event that a Monthly Rental payment and other monies due under the Lease are not received by Lessor or its assigns within ten (10) days of the due date, Lessee authorizes Lessor or its assigns to electronically transfer payment due under any past due invoice from Lessee's account maintained with its financial institution, and Lessee agrees to execute and deliver a written "Authorization for Electronic Transfer" form to Lessor to affect such transfers. Failure or refusal of Lessee to authorize such transfers or failure of Lessor or its assigns to receive such payments by electronic transfer shall constitute an additional Event of Default under Section 19 of the Master Lease. Upon the occurrence of the Event of Default specified above, Lessor shall be entitled to exercise its rights and remedies under the Lease.
- b. GUARANTY: Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Lease is guaranteed by Ortho-Clinical Diagnostics S.A. as set forth in the Unconditional Guaranty dated June 20, 2016 (the "Guaranty"), and incorporated herein by reference.

ORIGINAL

- c. **WAIVERS:** For purposes of this Lease and to ensure that Lessor shall be granted all right, title and interest in and to the Property, and to further ensure that Lessor shall be indemnified from and against any loss or damage it might incur resulting from liens, claims, security interest or encumbrances existing or of records against the Property Location or the Property, Lessee agrees (i) to provide to Lessor any documentation requested, including but not limited to bills of sale, waivers of interest, lien releases, mechanic's lien releases, mortgagee waivers, and any additional waivers (collectively the "Waivers"), and (ii) to use its commercially reasonable best efforts to cause any third parties deemed necessary by Lessor to execute such Waivers. Unless otherwise agreed to in writing by Lessor, Lessee's failure to provide Waivers shall constitute an additional Event of Default under the Lease.
- d. **SALE AND LEASEBACK:** Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Lease is structured as a sale leaseback, whereby Lessor shall purchase the Property from Lessee or its affiliate(s) for purposes of leasing the equipment back to Lessee in accordance with the terms and conditions set forth in the Sale and Leaseback Agreement dated June 20, 2016 and incorporated herein by reference.
- e. **SECURITY DEPOSIT:** As part of the consideration of Lessor entering into this Schedule, and as additional security against Lessee's obligations under the Lease, at the time of Lessee's execution and delivery of this Schedule, Lessee shall deliver to Lessor a cash security deposit in the amount of twenty-five percent (25%) of Lessor's Total Property Cost (the "Security Deposit"). Lessee grants to Lessor a security interest in the Security Deposit to secure all of Lessee's obligations and agreements under the Lease. The rights and remedies of Lessor with regard to the security interest are set forth in a Security Agreement (Cash Deposit) (the "Security Agreement") executed as of the date of this Schedule. The Security Agreement is and shall be construed as executed in connection with the Lease.
- f. **RELEASE OF SECURITY DEPOSIT:** Provided no Event of Default has occurred under the Lease, and at such time as Lessee's then outstanding obligations under the Lease, including all Base Period Monthly Rental payments have been paid in full, in cash, then upon Lessee's written request, Lessor agrees to release a portion of the Security Deposit that exceeds Lessee's then total outstanding obligations owed under the Lease.
- g. **ENTIRE AGREEMENT:** For purposes of this Schedule only, Section 21a of the Master Lease Agreement is hereby modified to include the Security Agreement, Guaranty, Sale and Leaseback Agreement and any and all Waivers executed in connection therewith as additional documents which, together with other documents described in that section, shall comprise the entire understanding and agreement between the parties with regard to the subject matter thereof.
- h. **CROSS-COLLATERALIZATION:** As part of the consideration of Lessor entering into this Schedule, and as additional security against Lessee's obligations under the Lease, Lessee agrees to the cross-collateralization of Property under various Schedules under the Master Lease as set forth herein. Lessee and Lessor have or intend to enter into this Lease Schedule No. 003, Lease Schedule No. 001 and Lease Schedule No. 002 each dated June 20, 2016, and each including any amendments thereto, to the Master Lease. Lease Schedule No. 001, Lease Schedule No. 002 and Lease Schedule No. 003, shall be referred herein collectively as "Schedules" and individually as "Schedule". Lessor and Lessee hereby agree that the Schedules, the Master Lease (as it relates to each Schedule), the Property leased under each Schedule, and the Security Deposit required under each Schedule, shall be cross-collateralized for all purposes under each Schedule and the Lease.
- i. **ADDITIONAL REMEDIES ON DEFAULT:** Upon the occurrence of a monetary Event of Default under the Lease, upon demand by Lessor, in addition to the remedies set forth in Section 20 of the Master Lease, Lessee shall thereupon immediately cease the use of any and all Property under each and every Schedule under the Master Lease whether such use is by Lessee or any affiliate of Lessee. In the enforcement of the remedies described in this Section, Lessor shall be entitled to an injunction restraining Lessee, or any of Lessee's affiliates, from using the Property. Lessee agrees that a violation of such will cause immediate and irreparable damage to Lessor and that the detriment which Lessor will suffer as a result of a breach by Lessee of the obligations contained in the Lease cannot be adequately compensated by monetary damages, and therefore Lessor shall be entitled to injunctive and other equitable relief to enforce the provisions of this Section.

Nothing contained herein shall prohibit Lessor from also pursuing any other remedies available under the Master Lease, the Schedule, the Security Agreement, or otherwise at law, and no action by Lessor in pursuing any other remedies shall constitute an election to forego other remedies. Lessee agrees that the foregoing remedies are in addition to all other rights and remedies available to Lessor under the Master Lease, the Schedule, the Security Agreement, or otherwise available provided by law. In connection with Lessor's exercise of any or all of the above-listed remedies, Lessor shall be entitled to recover all costs and expenses incurred by Lessor in the enforcement of the Lease and/or the exercise of its rights hereunder, including in disabling the Property, including without limitation, reasonable attorney fees and costs incurred by Lessor. In the event of enforcement by Lessor through judicial proceedings, Lessee hereby waives any requirement that Lessor post a bond. Lessor's failure to promptly enforce any right or remedy hereunder shall not operate

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EXHIBIT B
STIPULATED LOSS SCHEDULE
DATED JUNE 20, 2016
TO
LEASE SCHEDULE NO. 003
DATED JUNE 20, 2016
TO
MASTER LEASE AGREEMENT NO. MCC1355
STIPULATED LOSS VALUE TABLE

AFTER MONTHLY PAYMENT	TOTAL STIPULATED LOSS VALUE	STIPULATED LOSS PERCENTAGE	AFTER MONTHLY PAYMENT	TOTAL STIPULATED LOSS VALUE	STIPULATED LOSS PERCENTAGE
0	\$14,467,762	145.00%	13	\$9,109,460	91.30%
1	\$14,105,915	141.37%	14	\$8,716,239	87.36%
2	\$13,685,889	137.16%	15	\$8,291,223	83.10%
3	\$13,266,040	132.96%	16	\$7,866,739	78.84%
4	\$12,846,368	128.75%	17	\$7,442,789	74.59%
5	\$12,426,873	124.55%	18	\$7,019,370	70.35%
6	\$12,071,388	120.98%	19	\$6,596,483	66.11%
7	\$11,647,190	116.73%	20	\$6,174,126	61.88%
8	\$11,223,347	112.48%	21	\$5,758,986	57.72%
9	\$10,799,860	108.24%	22	\$5,335,281	53.47%
10	\$10,376,728	104.00%	23	\$4,912,285	49.23%
11	\$9,953,951	99.76%	24	\$4,489,995	45.00%
12	\$9,531,528	95.53%	and thereafter		

The Stipulated Loss Value for any item of lost, damaged or destroyed Property shall be the Lessor's original cost of such item of Property multiplied by the Stipulated Loss Percentage indicated in the above table which corresponds to the month of the Lease after the Commencement Date in which the last Monthly Rental payment was made. In the event of a total loss or destruction, the Stipulated Loss Value for all lost or damaged Property shall be equal to the percentage or dollar amount, as the case may be, listed under the Total Stipulated Loss Value indicated above which corresponds to the month of the Lease after the Commencement Date in which the last Monthly Rental payment was made. If a partial or total loss occurs at any time prior to the Commencement Date of the Lease, then the Stipulated Loss Value shall be equal to 145% of the total amount funded. In the event the Lease is continued for any reason, then the last percentage or dollar amount, as the case may be, shown above shall control throughout any such continued term.

In the event of default under the Lease, Lessor may, in addition to all other remedies available to it under the Lease, recover the dollar amount listed under the Total Stipulated Loss Value indicated above as of the Monthly Rental payment date immediately preceding the date of the default.

LESSOR:

MAZUMA CAPITAL CORP

BY: Kristina Allen
Kristina Allen

TITLE: Executive Vice President

LESSEE:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY: VP FinanceTITLE: VP Finance

EXHIBIT “H”

SECURITY AGREEMENT
(Cash Deposit)

THIS SECURITY AGREEMENT is made between **ORTHO-CLINICAL DIAGNOSTICS, INC.**, a corporation organized in the state of New York, with its chief executive office located at 1001 US Highway 202, Raritan, NJ 08869 (the "Debtor") and **MAZUMA CAPITAL CORP.**, a Utah corporation, with its chief executive office located at 10813 River Front Parkway, Suite 475, South Jordan, Utah 84095 (the "Secured Party").

RECITALS:

WHEREAS, Secured Party (the "Lessor") and Debtor (the "Lessee") have entered into Lease Schedule No. 001 dated June 20, 2016 (the "Schedule"), Lease Schedule No. 002 dated June 20, 2016 and Lease Schedule No. 003 dated June 20, 2016, each to Master Lease Agreement No. MCC1355 dated June 20, 2016 (the "Master Lease"). The Master Lease and all Schedules thereunder are referred to herein collectively as the "Lease"; and

WHEREAS, the Schedule requires Debtor to provide Secured Party with a cash security deposit in the amount specified in Section 11(f) of the Schedule (the "Security Deposit"); and

WHEREAS, Debtor is willing to deliver to Secured Party the Security Deposit in accordance with Section 11(f) of the Schedule:

NOW, THEREFORE, the parties agree as follows:

All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lease.

1. Delivery of Security Deposit and Grant of Security Interest. In consideration of Secured Party's extending a lease facility to Debtor under the Lease, Debtor shall deliver possession of the Security Deposit to Secured Party which shall be held and controlled by Secured Party (or its assigns), subject to the redelivery provisions contained in Section 2 hereof, the Base Period of the Lease, including continuations and renewals thereof, subject however, to Secured Party's right to foreclose and right to apply the Security Deposit against payment of its remedies upon the occurrence of an Event of Default hereunder.

Debtor hereby grants to Secured Party a security interest in the Security Deposit, together with earnings thereon and proceeds therefrom, to secure the complete and timely performance of all of Debtor's obligations and agreements under the Lease.

Debtor authorizes Secured Party to file UCC1 financing statements and/or other instruments and to take any action reasonably required by Secured Party to establish or perfect its security interest in the Security Deposit. Debtor agrees to assist Secured Party in attaching or perfecting its security interest in the Security Deposit as reasonably requested by the Secured Party, including without limitation, requesting a third party in possession or taking possession of the Security Deposit to authenticate a record acknowledging that the third person holds or will hold possession of the Security Deposit for the Secured Party's benefit.

Debtor will cooperate with Secured Party in obtaining control with respect to collateral consisting of: deposit accounts; investment property; letter-of-credit rights; and electronic chattel paper. Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in the chattel paper.

2. Redelivery of Security Deposit to Debtor. Provided no Event of Default has occurred under the Lease and no default has occurred under this Agreement or any other agreement related to the Lease, and further provided that Secured Party has not applied the Security Deposit or any portion thereof to its remedies upon

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the occurrence of an Event of Default under the Lease or pursuant to Debtor's default of this Agreement or any other agreement related to the Lease, the Security Deposit shall be returned to Debtor at the end of the Base Period of the Schedule, including continuations or renewals thereof, after payment in full in cash by Lessee of all of its obligations under the Lease.

3. Default and Remedies. Upon the occurrence of an Event of Default under the Lease, whether the Master Lease or any Schedule thereunder, or upon the breach or default of this Agreement or any other agreement related to the Lease, Secured Party shall have and may exercise any of the following rights and remedies which are cumulative in nature and are immediately available to Secured Party:

a. All rights and remedies provided in the Lease, in this Agreement and in any other agreement related to the Lease.

b. All rights and remedies provided at law or in equity, including without limitation, those provided to secured parties under the Uniform Commercial Code.

Among those rights and remedies is specifically included the right to foreclose and apply the Security Deposit to all remedies available to Secured Party, including without limitation, Secured Party's costs and expenses in enforcing its rights and remedies hereunder, including without limitation, court costs and attorneys' fees.

4. Assignment. Secured Party may assign or transfer the whole or any part of its security interest hereunder and may transfer as collateral security the whole or any part of the Security Deposit. Any transferee shall be vested with all of the rights, remedies and powers of the Secured Party under this Agreement.

5. Severability. In the event that any provision of this Agreement is found to be unenforceable in any legal proceeding, the remaining provisions shall remain in full force and effect.

6. Integration. This Agreement shall be construed in connection with the Lease and any other agreements related to the Lease and together all such agreements shall be considered one integrated agreement.

7. Choice of Law; Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. In the event of legal dispute, in Secured Party's sole discretion, jurisdiction shall be in the Utah state and federal courts, and Debtor submits to such jurisdiction.

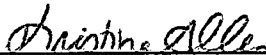
8. Counterparts. This agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same agreement.

Dated: June 20, 2016

SECURED PARTY:

MAZUMA CAPITAL CORP

BY:

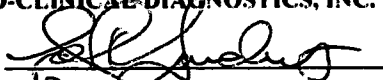

Kristina Allen

TITLE: Executive Vice President

DEBTOR:

ORTHO-CLINICAL-DIAGNOSTICS, INC.

BY:



TITLE:

VP Finance, Treasurer

EXHIBIT “I”

SECURITY AGREEMENT
(Cash Deposit)

THIS SECURITY AGREEMENT is made between **ORTHO-CLINICAL DIAGNOSTICS, INC.**, a corporation organized in the state of New York, with its chief executive office located at 1001 US Highway 202, Raritan, New Jersey 08869 (the "Debtor") and **MAZUMA CAPITAL CORP.**, a Utah corporation, with its chief executive office located at 10813 River Front Parkway, Suite 475, South Jordan, Utah 84095 (the "Secured Party").

RECITALS:

WHEREAS, Secured Party (the "Lessor") and Debtor (the "Lessee") have entered into Lease Schedule No. 002 dated June 20, 2016 (the "Schedule"), Lease Schedule No. 001 dated June 20, 2016 and Lease Schedule No. 003 dated June 20, 2016, each to Master Lease Agreement No. MCC1355 dated June 20, 2016 (the "Master Lease"). The Master Lease and all Schedules thereunder are referred to herein collectively as the "Lease"; and

WHEREAS, the Schedule requires Debtor to provide Secured Party with a cash security deposit in the amount specified in Section 11(f) of the Schedule (the "Security Deposit"); and

WHEREAS, Debtor is willing to deliver to Secured Party the Security Deposit in accordance with Section 11(f) of the Schedule:

NOW, THEREFORE, the parties agree as follows:

All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lease.

1. Delivery of Security Deposit and Grant of Security Interest. In consideration of Secured Party's extending a lease facility to Debtor under the Lease, Debtor shall deliver possession of the Security Deposit to Secured Party which shall be held and controlled by Secured Party (or its assigns), subject to the redelivery provisions contained in Section 2 hereof, the Base Period of the Lease, including continuations and renewals thereof, subject however, to Secured Party's right to foreclose and right to apply the Security Deposit against payment of its remedies upon the occurrence of an Event of Default hereunder.

Debtor hereby grants to Secured Party a security interest in the Security Deposit, together with earnings thereon and proceeds therefrom, to secure the complete and timely performance of all of Debtor's obligations and agreements under the Lease.

Debtor authorizes Secured Party to file UCC1 financing statements and/or other instruments and to take any action reasonably required by Secured Party to establish or perfect its security interest in the Security Deposit. Debtor agrees to assist Secured Party in attaching or perfecting its security interest in the Security Deposit as reasonably requested by the Secured Party, including without limitation, requesting a third party in possession or taking possession of the Security Deposit to authenticate a record acknowledging that the third person holds or will hold possession of the Security Deposit for the Secured Party's benefit.

Debtor will cooperate with Secured Party in obtaining control with respect to collateral consisting of: deposit accounts; investment property; letter-of-credit rights; and electronic chattel paper. Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in the chattel paper.

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2. Redelivery of Security Deposit to Debtor. Provided no Event of Default has occurred under the Lease and no default has occurred under this Agreement or any other agreement related to the Lease, and further provided that Secured Party has not applied the Security Deposit or any portion thereof to its remedies upon the occurrence of an Event of Default under the Lease or pursuant to Debtor's default of this Agreement or any other agreement related to the Lease, the Security Deposit shall be returned to Debtor at the end of the Base Period of the Schedule, including continuations or renewals thereof, after payment in full in cash by Lessee of all of its obligations under the Lease.

3. Default and Remedies. Upon the occurrence of an Event of Default under the Lease, whether the Master Lease or any Schedule thereunder, or upon the breach or default of this Agreement or any other agreement related to the Lease, Secured Party shall have and may exercise any of the following rights and remedies which are cumulative in nature and are immediately available to Secured Party:

a. All rights and remedies provided in the Lease, in this Agreement and in any other agreement related to the Lease.

b. All rights and remedies provided at law or in equity, including without limitation, those provided to secured parties under the Uniform Commercial Code.

Among those rights and remedies is specifically included the right to foreclose and apply the Security Deposit to all remedies available to Secured Party, including without limitation, Secured Party's costs and expenses in enforcing its rights and remedies hereunder, including without limitation, court costs and attorneys' fees.

4. Assignment. Secured Party may assign or transfer the whole or any part of its security interest hereunder and may transfer as collateral security the whole or any part of the Security Deposit. Any transferee shall be vested with all of the rights, remedies and powers of the Secured Party under this Agreement.

5. Severability. In the event that any provision of this Agreement is found to be unenforceable in any legal proceeding, the remaining provisions shall remain in full force and effect.

6. Integration. This Agreement shall be construed in connection with the Lease and any other agreements related to the Lease and together all such agreements shall be considered one integrated agreement.

7. Choice of Law: Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. In the event of legal dispute, in Secured Party's sole discretion, jurisdiction shall be in the Utah state and federal courts, and Debtor submits to such jurisdiction.

8. Counterparts. This agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same agreement.

Dated: June 20, 2016

SECURED PARTY:

MAZUMA CAPITAL CORP

BY: Kristina Allen
Kristina Allen
TITLE: Executive Vice President

DEBTOR:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY: JP HUNTER
JP HUNTER, TREASURER
TITLE: JP HUNTER, TREASURER

EXHIBIT “J”

SECURITY AGREEMENT
(Cash Deposit)

THIS SECURITY AGREEMENT is made between **ORTHO-CLINICAL DIAGNOSTICS, INC.**, a corporation organized in the state of New York, with its chief executive office located at 1001 US Highway 202, Raritan, NJ 08869 (the "Debtor") and **MAZUMA CAPITAL CORP.**, a Utah corporation, with its chief executive office located at 10813 River Front Parkway, Suite 475, South Jordan, Utah 84095 (the "Secured Party").

RECITALS:

WHEREAS, Secured Party (the "Lessor") and Debtor (the "Lessee") have entered into Lease Schedule No. 003 dated June 20, 2016 (the "Schedule"), Lease Schedule No. 001 dated June 20, 2016 and Lease Schedule No. 002 dated June 20, 2016, each to Master Lease Agreement No. MCC1355 dated June 20, 2016 (the "Master Lease"). The Master Lease and all Schedules thereunder are referred to herein collectively as the "Lease"; and

WHEREAS, the Schedule requires Debtor to provide Secured Party with a cash security deposit in the amount specified in Section 11(e) of the Schedule (the "Security Deposit"); and

WHEREAS, Debtor is willing to deliver to Secured Party the Security Deposit in accordance with Section 11(e) of the Schedule;

NOW, THEREFORE, the parties agree as follows:

All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Lease.

1. Delivery of Security Deposit and Grant of Security Interest. In consideration of Secured Party's extending a lease facility to Debtor under the Lease, Debtor shall deliver possession of the Security Deposit to Secured Party which shall be held and controlled by Secured Party (or its assigns), subject to the redelivery provisions contained in Section 2 hereof, the Base Period of the Lease, including continuations and renewals thereof, subject however, to Secured Party's right to foreclose and right to apply the Security Deposit against payment of its remedies upon the occurrence of an Event of Default hereunder.

Debtor hereby grants to Secured Party a security interest in the Security Deposit, together with earnings thereon and proceeds therefrom, to secure the complete and timely performance of all of Debtor's obligations and agreements under the Lease.

Debtor authorizes Secured Party to file UCC1 financing statements and/or other instruments and to take any action reasonably required by Secured Party to establish or perfect its security interest in the Security Deposit. Debtor agrees to assist Secured Party in attaching or perfecting its security interest in the Security Deposit as reasonably requested by the Secured Party, including without limitation, requesting a third party in possession or taking possession of the Security Deposit to authenticate a record acknowledging that the third person holds or will hold possession of the Security Deposit for the Secured Party's benefit.

Debtor will cooperate with Secured Party in obtaining control with respect to collateral consisting of: deposit accounts; investment property; letter-of-credit rights; and electronic chattel paper. Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in the chattel paper.

2. Redelivery of Security Deposit to Debtor. Provided no Event of Default has occurred under the Lease and no default has occurred under this Agreement or any other agreement related to the Lease, and further provided that Secured Party has not applied the Security Deposit or any portion thereof to its remedies upon

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the occurrence of an Event of Default under the Lease or pursuant to Debtor's default of this Agreement or any other agreement related to the Lease, the Security Deposit shall be returned to Debtor at the end of the Base Period of the Schedule, including continuations or renewals thereof, after payment in full in cash by Lessee of all of its obligations under the Lease.

3. **Default and Remedies.** Upon the occurrence of an Event of Default under the Lease, whether the Master Lease or any Schedule thereunder, or upon the breach or default of this Agreement or any other agreement related to the Lease, Secured Party shall have and may exercise any of the following rights and remedies which are cumulative in nature and are immediately available to Secured Party:

- a. All rights and remedies provided in the Lease, in this Agreement and in any other agreement related to the Lease.
- b. All rights and remedies provided at law or in equity, including without limitation, those provided to secured parties under the Uniform Commercial Code.

Among those rights and remedies is specifically included the right to foreclose and apply the Security Deposit to all remedies available to Secured Party, including without limitation, Secured Party's costs and expenses in enforcing its rights and remedies hereunder, including without limitation, court costs and attorneys' fees.

4. **Assignment.** Secured Party may assign or transfer the whole or any part of its security interest hereunder and may transfer as collateral security the whole or any part of the Security Deposit. Any transferee shall be vested with all of the rights, remedies and powers of the Secured Party under this Agreement.

5. **Severability.** In the event that any provision of this Agreement is found to be unenforceable in any legal proceeding, the remaining provisions shall remain in full force and effect.

6. **Integration.** This Agreement shall be construed in connection with the Lease and any other agreements related to the Lease and together all such agreements shall be considered one integrated agreement.

7. **Choice of Law; Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. In the event of legal dispute, in Secured Party's sole discretion, jurisdiction shall be in the Utah state and federal courts, and Debtor submits to such jurisdiction.


8. **Counterparts.** This agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same agreement.

Dated: June 20, 2016

SECURED PARTY:

MAZUMA CAPITAL CORP

BY:


Kristina Allen

TITLE: Executive Vice President

DEBTOR:

ORTHO-CLINICAL DIAGNOSTICS, INC.

BY:



TITLE:

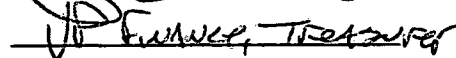

J.D. Fawcett, Treasurer

EXHIBIT “K”

UNCONDITIONAL GUARANTY

This Unconditional Guaranty (the "Guaranty") is made and effective June 20, 2016

BETWEEN: **MAZUMA CAPITAL CORP** (the "Lessor"), a corporation organized and existing under the laws of the state of Utah, with its head office located at: 10813 South River Front Parkway, Suite 475, South Jordan, Utah 84095

AND: **ORTHO-CLINICAL DIAGNOSTICS S.A.** (the "Guarantor" or "Company"), a company organized and existing under the laws of Luxembourg, with its head office located at: 5 rue Heienhaff, L-1736, Senningerberg, Luxembourg

RECITALS

THIS GUARANTY IS AN ABSOLUTE, UNCONDITIONAL AND CONTINUING GUARANTY GIVEN BY THE GUARANTOR TO LESSOR. THIS IS ALSO A GENERAL GUARANTY WHICH IS ENFORCEABLE BY THE LESSOR, ITS SUCCESSORS AND ASSIGNS.

WHEREAS, Lessor and **ORTHO-CLINICAL DIAGNOSTICS, INC.** (the "Lessee") have entered or intend to enter into one or more Lease Schedules (the "Schedule" or "Schedules") which incorporate the terms and conditions of Master Lease Agreement No. MCC1355 dated June 20, 2016, including all amendments or addendums now or hereafter executed in connection therewith (collectively, the "Master Lease"). Each of the Schedules constitutes a separate lease between Lessor and Lessee and shall be referred to herein as the "Lease" or the "Leases".

WHEREAS, Lessor will not enter into the Leases with the Lessee unless, Guarantor absolutely and unconditionally guarantees pursuant hereto the performance of all of Lessee's obligations under each Lease.

WHEREAS, Guarantor for their own interests, wish to induce Lessor to enter into the Leases; and

WHEREAS, Guarantor will receive reasonably equivalent value for this Guaranty; and

WHEREAS, Guarantor is therefore willing to absolutely and unconditionally guarantee the payment and performance of all of Lessee's obligations under each Lease pursuant hereto.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. THE GUARANTY

Guarantor hereby irrevocably, absolutely and unconditionally guarantees, without offset or deduction, jointly and severally, the full, complete and prompt payment and proper performance by Lessee of all monies now or hereafter due Lessor pursuant to the Leases, including without limitation the payment of rents and all amounts required or provided for under the Leases resulting from Lessee's breach or non-performance thereof. Guarantor agrees that this is an irrevocable, continuing, unconditional guaranty and that Guarantor shall perform its obligations hereunder notwithstanding any amendment, waiver, renewal, continuation, compromise, acceleration, extension or other modification of any of the terms or Lessee's obligations under the Leases. This Guaranty shall apply to each Schedule Lessee executes in connection with the Master Lease, and Lessor shall not be required to notify Guarantor of Lessee's execution of each such Schedule before, at the time of, or after it is executed and delivered. This Guaranty is a guaranty of payment and not a guaranty of collection.

2. JOINT AND SEVERAL OBLIGATIONS

Guarantor's obligations hereunder are separate and independent of Lessee's obligations under any Lease. If an Event of Default shall occur and be continuing under any Lease, Lessor may pursue its remedies against Lessee and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against Lessee or any other guarantor or whether or not Lessee or any other guarantor be joined in any such action or actions.

3. REPRESENTATIONS AND WARRANTIES

Guarantor hereby represents and warrants that this Guaranty is a binding obligation of the Guarantor and is enforceable against Guarantor in accordance with its terms, and that the execution, delivery and performance of this Guaranty has been approved by all necessary action of the Company and does not violate or conflict with Guarantor's articles of organization, bylaws, resolutions or other governing instruments and will not result in a breach of any agreement to which Guarantor is a party.

4. WAIVERS

The Guarantor waives any right to require Lessor: to (a) proceed first or otherwise against Lessee; (b) proceed against or exhaust any security it may hold; or (c) pursue any other remedy in Lessor's power whatsoever. Guarantor waives all presentments, demands for performance, notices of default, notices of protest, notices of dishonor and notices of acceptances of this Guaranty. Guarantor also waives any defense or disability available to Lessee which might save or release it from liability including, without limitation, defect in or unenforceability of the Lease. No delay on the part of Lessor in exercising any rights under this Guaranty or failure to exercise the same shall operate as a waiver of such rights. No modification or waiver of the provisions of this Guaranty shall be effective unless in writing signed by Lessor, and no such waiver shall be applicable and effective except in the specific instance for which it is given. Guarantor waives and agrees not to exercise any rights which may be acquired by way of subrogation under this Guaranty, or any of the Leases, resulting from Guarantor's performance by any payment made hereunder or otherwise, including without limitation, the right to take or receive from Lessee, directly or indirectly, in cash or other assets or by setoff or in any other manner, payment or security on account of such subrogation rights. Guarantor assumes all responsibility for keeping informed of Lessee's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment or nonperformance of the Obligations and the nature, scope, and extent of the risks that Guarantor assumes and incurs under this Guaranty, and agrees that Lessor shall have no duty to advise Guarantor of information known to it regarding those circumstances or risks.

5. MODIFICATIONS

Without causing a release of Guarantor from its obligations hereunder, and in accordance with the provisions of the Master Lease, Lessor, without notifying Guarantor, is authorized to (a) renew, extend, accelerate or otherwise change the payment schedule or other terms of any Lease; (b) accept partial payments from the Lessee; (c) take and apply any security (if applicable) and exercise any remedy against the Lessee; (d) amend, substitute, waive, subordinate or release any property or additional security or any obligations covered under any Lease; (e) settle, release, compound, compromise, collect or otherwise liquidate the obligations covered under any Lease; and (f) release Lessee from any obligations under any Lease.

6. ASSIGNMENT

Guarantor agrees that Lessor may assign without notice all or a part of its rights hereunder and Guarantor agrees, in such case, that any such assignee shall have the rights of Lessor hereunder and further agrees to perform any such assigned obligations for the benefit of any such assignee.

7. GOVERNING LAW

This Guaranty and the rights and obligations of Lessor and of Guarantor hereunder shall be governed by and construed in accordance with the laws of the State of Utah and shall be binding upon the Guarantor, its successors and assigns and shall inure to the benefit of and be enforceable by Lessor, its successors and assigns, including any successor assignees. Guarantor submits itself to such jurisdiction and agrees that it shall immediately, upon demand, reimburse Lessor for all costs and expenses, including reasonable attorneys' fees and expenses, incurred by Lessor in the enforcement of this Guaranty.

8. INVALIDITY

If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this Guaranty shall be construed and enforced accordingly.

9. PROCESS AGENT

Guarantor hereby irrevocably appoints _____ ("Process Agent") with an office on the date hereof at _____, as its agent to receive on behalf of the Guarantor service of copies of the summons and complaint and any other process which may be served in any such action or proceeding. Guarantor further agrees that, until all obligations owing under the Leases have been paid in full, it will maintain Process Agent as its duly appointed agent for the service of such process or summons in _____ (State where Process Agent is located). Such service may be made by mailing or delivering a copy of such process to Guarantor in care of the Process Agent at the Process Agent's above address.

Guarantor shall pay all fees, charges, costs, and expenses necessary to retain, in good standing, Process Agent as its agent for the purposes described in this Section. In the event Guarantor fails to pay any fee, charge, cost, or expense necessary to retain, in good standing, Process Agent as Guarantor's agent for the purposes described in this Section, Lessor is hereby authorized to pay to Process Agent such fees, charges, costs, or expenses, and Guarantor shall immediately reimburse Lessor for all such amounts paid to Process Agent.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered to Lessor as of the month, day and year first above written.

LESSOR

GUARANTOR

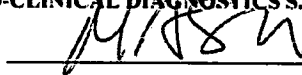
MAZUMA CAPITAL CORP

ORTHO-CLINICAL DIAGNOSTICS S.A.

BY:


Kristina Allen

BY:


Michael A. Schlesinger, class A Director

TITLE: Executive Vice President

TITLE: Michael A. Schlesinger, class A Director