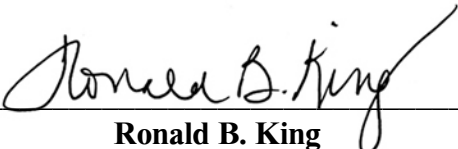




The relief described hereinbelow is **SO ORDERED**.

Signed December 28, 2018.



Ronald B. King
Chief United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

In Re: § Chapter 7
§
LITTLE RIVER HEALTHCARE § Case No. 18-60526-rbk
HOLDINGS, LLC, *et al.*, §
§ (Jointly Administered)
Debtors.¹ §

**ORDER GRANTING CHAPTER 7 TRUSTEE’S MOTION FOR AUTHORITY TO SELL
PROPERTY OF THE ESTATE FREE AND CLEAR OF ALL INTERESTS PURSUANT
TO 11 U.S.C. §§ 363(b) AND 363(f) AND TO AUTHORIZE APPORTIONMENT OF ALL
PROCEEDS AND DISTRIBUTION OF PORTION OF THE PROCEEDS**

ON THIS DAY, the Court considered James Studensky, Chapter 7 Trustee’s, Motion for Authority to Sell Property of the Estate Free and Clear of All Interests Pursuant to 11 U.S.C. §§ 363(b) and 363(f) and to Authorize Apportionment of All Proceeds and Distribution of Portion of the Proceeds [Dkt. No. 609] (the “Motion”), proposing to sell the property identified

¹ The Debtors in these chapter 7 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Compass Pointe Holdings, LLC (1142), Little River Healthcare Holdings, LLC (7956), Timberlands Healthcare, LLC (1890), King’s Daughters Pharmacy, LLC (7097), Rockdale Blackhawk, LLC (0791), Little River Healthcare - Physicians of King’s Daughters, LLC (5264), Cantera Way Ventures, LLC (7815), and Little River Healthcare Management, LLC (6688).

in the Motion (the “Property”) and further described in the Asset Purchase Agreement (the “APA”) attached to the Motion.

The Court finds as follows:

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334.
2. This matter constitutes a core proceeding pursuant to 28 U.S.C. § 157(b).
3. The statutory bases for the relief granted herein are 11 U.S.C. §§ 105, 326, 330, and 363.
4. Notice of the Motion was proper and complied with applicable bankruptcy law and rules under the circumstances of this case, and no further notice is required.
5. One or more of the Debtors is the fee simple owner of the Property that is the subject of the Motion.
6. Monroe Capital Management Advisors, LLC, as administrative agent, on behalf of itself and certain other lenders (collectively, the “Secured Party”) claims a security interest in the Property.²
7. The sale of the Property to the Purchaser is in the best interest of the creditors, the estate, and all other parties in interest.
8. The Purchaser is a good faith purchaser under 11 U.S.C. § 363(m) and is entitled to the protections of 11 U.S.C. § 363(m).
9. The consideration provided by the Purchaser under the APA is fair and reasonable, and the sale may not be avoided under 11 U.S.C. §363(n).
10. The Secured Party has agreed that out of the \$350,000.00 in gross proceeds from the Sale, the bankruptcy estates shall receive free and clear of the Secured Party’s claimed security interest the sum of \$87,500.00.

² Unless otherwise specified, all terms capitalized herein have the meaning given to them in the Motion.

11. The Secured Party has further agreed that the Trustee shall receive from the Secured Party's share of the Purchase Price compensation at his statutory commission rates. Out of the total \$262,500.00 to be apportioned to the Secured Party, the Trustee's statutory commission amounts to \$16,375.00.

12. The Secured Party is entitled to have its security interest attach to the Secured Party' Share.

13. For the avoidance of doubt, nothing in this Order shall restrain, limit or impact any action by the U.S. Department of Health & Human Services, the Centers for Medicare and Medicaid Services or Medicare Administrative Contractors to implement the Medicare program. Nothing contained herein shall affect, modify or impair any governmental unit's recoupment or setoff rights, claims, or defenses. Nothing contained in this Order should be construed to affect the exclusive jurisdiction of the U.S. Department of Health & Human Services to adjudicate and pay Medicare claims in the ordinary course.

IT IS, THEREFORE, ORDERED that the Motion is Granted.

IT IS, FURTHERMORE, ORDERED that, pursuant to the provisions of 11 U.S.C. §§ 363(b) and 363(f), the Chapter 7 Trustee is authorized to sell the Property to the Purchaser or its assigns for a total purchase price of \$350,000.00, and to execute all instruments and documents necessary to convey the Property to the Purchaser and to consummate the transaction contemplated under the Motion and this Order.³

IT IS, FURTHERMORE, ORDERED that pursuant to 11 U.S.C. § 365, the Trustee's assumption of the Assumed Contracts (as defined in the APA) is hereby approved.

³ For the avoidance of doubt, this Order does not authorize the sale or transfer of any property owned by either PharMerica Hospital Pharmacy Services, LLC d/b/a Luker Pharmacy Management ("PharMerica") or Cerner Corporation ("Cerner"), and does not authorize the assumption of any unexpired lease or executory contract to which either PharMerica or Cerner is a party.

IT IS, FURTHERMORE, ORDERED that the proposed form of notice of cure (as defined in the Motion, and as such may be amended consistent with this Order, the “Cure Notice”) with respect to Assumed Contracts is hereby approved, and that any and all objections to the assumption and assignment of the Assumed Contracts or to the amounts listed as cure amounts in the Cure Notice not filed on or before **5:00 p.m. prevailing Central standard time on December 26, 2018**, with the Bankruptcy Court and served so as to actually be received by counsel for the Trustee and the Purchaser at that time is forever barred and discharged and the Cure Amounts set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any designated contract or other document and the non-debtor party to the designated contract shall be forever barred from asserting any other claim arising prior to the assignment against the debtor or the Purchaser as to such designated contract. The objection (as defined in the Motion, each, a “Cure Objection”) must state with specificity the amounts that the non-debtor contractual counterparty believes are necessary to cure the defaults with appropriate documentation in support thereof. If no objection is timely received, the Cure Amounts set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any designated contract or other document and the non-debtor party to the designated contract shall be forever barred from asserting any other claim arising prior to the assignment against the debtor or the proposed purchaser as to such designated contract and such non-debtor party shall be deemed to have consented to the assumption and assignment of such designated contract to the Purchaser.

IT IS, FURTHERMORE, ORDERED that the Purchaser shall pay the Cure Amount of \$1,972.45 to Wesley Allen Family Limited Partnership (“Wesley Allen”) and Wesley Allen shall be entitled to a general unsecured claim against the estates for the amount of any other arrearages

or amounts due, including attorneys' fees.

IT IS, FURTHERMORE, ORDERED that the Purchaser shall pay the Cure Amount of \$284,800.58 to GA HC REIT II Temple MOB LLC ("MOB Temple Landlord") on or before the Closing of the sale to Purchaser unless otherwise agreed to by and between the Purchaser and MOB Temple Landlord in writing.

IT IS, FURTHERMORE, ORDERED that the Purchaser shall pay the Cure Amount⁴ of \$14,065.42 to GE HFS, LLC with respect to its assumption of that certain Lease Agreement dated as of August 16, 2016 (identified as Contract No. 9883356-001) and shall pay the Cure Amount of \$18,497.15 to GE HFS, LLC with respect to its assumption of that certain Lease Agreement dated as of September 16, 2011 (identified as Contract No. 8697194-001).

IT IS, FURTHERMORE, ORDERED that the Purchaser may elect in its sole discretion not to assume any of the Assumed Contracts by filing a de-designation notice with the Bankruptcy Court with copies to the relevant counterparty and counsel of record, if any, and may likewise elect to assume additional executory contracts and unexpired leases provided an amended Cure Notice is filed on the docket in these cases reflecting same and reflecting proposed cure amounts agreed to by and between the Purchaser and the counterparty to such executory contract or unexpired lease.

IT IS, FURTHERMORE, ORDERED that the sale of the Property to the Purchaser shall be made "as is" with no representations or warranties of any kind, except as set forth in the APA.

⁴ The Cure Amounts are subject to (i) increase for additional amounts that come due under the subject leases between the date hereof and the date that such leases are assumed by Debtors and assigned to Purchaser and (ii) final confirmation by GE HFS, LLC on or before January 7, 2019 and that if there is a dispute regarding the final Cure Amounts that the parties are unable to resolve, they will seek relief from the Court.

IT IS, FURTHERMORE, ORDERED that, except as described below, such sale shall be free and clear of all liens, claims, encumbrances, and interests.

IT IS, FURTHERMORE, ORDERED that notwithstanding anything in this Order to the contrary, nothing in this Order or related documents discharges, releases, precludes, or enjoins any liability that is not a claim to any governmental unit as defined in 11 U.S.C. § 101(27) (“Governmental Unit”) under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property, including but not limited to the Property, but only with respect to such police and regulatory powers relating to acts from and after the date of the Closing (as defined by the APA). Nor shall anything in this Order enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Because of the unique facts and circumstances present in this case, nothing in this Order shall serve or be cited as precedential by any party in any other proceeding.

IT IS, FURTHERMORE, ORDERED that out of the \$350,000.00 in gross proceeds from the Sale, the bankruptcy estates shall receive free and clear of the Secured Party’s claimed security interest the sum of \$87,500.00. Such sum shall be free and clear of all liens, claims, encumbrances, and interests of the Secured Party.

IT IS, FURTHERMORE, ORDERED that the Trustee shall receive from the Secured Party’s share of the Purchase Price compensation at his statutory commission rates. Out of the total \$262,500.00 to be apportioned to the Secured Party, the Trustee’s statutory commission amounts to \$16,375.00.

IT IS, FURTHERMORE, ORDERED that the Trustee is authorized to distribute to the Secured Party the \$260,375.00 that will remain after apportionment of the aforementioned sums

to the bankruptcy estates and to the Trustee's commission.

IT IS, FURTHERMORE, ORDERED that the Purchaser is hereby granted protections of good faith purchasers under 11 U.S.C. § 363(m).

IT IS, FURTHERMORE, ORDERED that creditors and parties in possession of any of the Property are hereby ordered and directed to surrender such Property to Purchaser and to execute and deliver such other documents to Purchaser as Purchaser may reasonably request to evidence good title in and to Purchaser.

IT IS, FURTHERMORE, ORDERED that upon request by the Purchaser, the Bankruptcy Court may: (a) designate a party to appear, sign and/or accept the documents required under this order on behalf of the party, in accordance with Bankruptcy Rule 7070; (b) enforce this order by order of specific performance; (c) award judgment against such defaulting creditor in favor of the Purchaser in an amount, including interest, to compensate the Purchaser for the damages caused by such default including reasonable and documented attorneys' fees; and (d) make such other order as may be equitable that does not materially alter the terms of this order.

IT, IS FURTHERMORE, ORDERED the making, delivery, recording of any deed or other instrument of transfer under or in connection with the sale, will not be subject to any tax, including, without limitation, any document recording tax, mortgage recording tax, stamp tax or similar tax or government assessment that may otherwise be charged, and—the transactions contemplated and approved hereunder are not subject to and are exempt from any applicable bulk transfer or similar law.

IT IS, FURTHERMORE, ORDERED the sale may not be avoided under 11 U.S.C. §363(n).

IT IS, FURTHERMORE, ORDERED that notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the terms and conditions of this order are immediately effective and enforceable upon its entry on the docket.

###

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made and entered into as of December 21, 2018, by and between Seton Family of Hospitals, a Texas nonprofit corporation (“**Buyer**”), and James Studensky, Chapter 7 Trustee (the “**Seller**”) for the bankruptcy estates of Little River Healthcare Holdings, LLC, Rockdale Blackhawk, LLC, Little River Healthcare – Physicians of King’s Daughters, LLC, Compass Pointe Holdings, LLC, Timberlands Healthcare, LLC, King’s Daughters Pharmacy, LLC, Cantera Way Ventures, LLC, Little River Healthcare Management, LLC and Little River Medical Group, a Texas non-profit corporation (“**LRMG**”). Seller, Buyer and LRMG may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, Buyer is a multispecialty health care provider that employs and contracts with clinical and non-clinical providers and, with its affiliates, provides a wide range of health care services in and around central Texas (the “**Community**”);

WHEREAS, Buyer’s affiliate, Providence Health Alliance, is a Texas nonprofit corporation certified by the Texas Medical Board as a nonprofit health organization (“**PHA**”) that is legally authorized to employ, and does employ, physicians and other clinical and non-clinical providers;

WHEREAS, Seller is the duly appointed and serving Chapter 7 trustee in the jointly administered bankruptcy cases initiated by voluntary petitions for reorganization under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Western District of Texas, Waco Division (the “**Bankruptcy Court**”) on July 24, 2018 (the “**Petition Date**”), styled *In re Little River Healthcare Holdings, LLC, et al.*, Case No. 18-60526-rbk, which such reorganization was converted into a liquidation under chapter 7 of the Bankruptcy Code on December 7, 2018 (the “**Bankruptcy Cases**”); and

WHEREAS, in connection with, and subject to the terms and conditions set forth in this Agreement, Buyer desires to purchase for fair market value from Seller, and Seller desires to sell, transfer and assign to Buyer, certain assets belonging to one or more of the bankruptcy estates (the “**Bankruptcy Estates**”) of the debtors (the “**Debtors**”) in the Bankruptcy Cases.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. For purposes of this Agreement, the following capitalized terms will have the meanings set forth below:

“**Assumed Contracts**” means all contracts to which a Debtor is a party and which are set forth on **Exhibit A** to this Agreement. The Assumed Contracts will not include any other contracts or agreements of Debtors that are not set forth on **Exhibit A**. Notwithstanding the above, to the extent a particular Assumed Contract is in default or has been breached and the counterparty has not waived such breach or default or waived all obligations to pay amounts necessary to cure such breach or default, Buyer may elect not to assume such Assumed Contract, in which case Buyer shall provide written notice of such non-

assumption within 15 days following the Closing Date and such contract shall not be an Assumed Contract hereunder. Under no event shall Seller be liable to pay any cure amounts.

“**Assumed Liabilities**” means the following liabilities and obligations of Debtors, and no others, that shall be assumed by Buyer as of the Closing Date:

(a) obligations under the Assumed Contracts to the extent that such obligations are required to be performed on or after the Closing Date (and are not the result of any breach or violation of an Assumed Contract by any Debtor).

“**Books and Records**” means all books, records, brochures, manuals, training materials and similar items, and all marketing, sales and advertising materials relating to the operation of the Purchased Assets.

“**Business Day**” means any day other than Saturday, Sunday or any day on which banks in Texas are required or authorized to be closed.

“**Clinic**” means the facility located at 1905 SW H K Dodgen Loop, Temple, Texas 76502 (known as King’s Daughters Clinic).

“**Closing**” means the consummation of the purchase and sale transactions described in this Agreement.

“**Closing Date**” means January 1, 2019, or such other date on which the Closing occurs as mutually agreed upon by the Parties.

“**Custodian Agreement**” will have the meaning set forth in Section 2.5(a)(iii).

“**Encumbrances**” means, with respect to the Purchased Assets, all liabilities, claims, liens, charges, mortgages, security interests or other encumbrances of any kind.

“**Escrow Agent**” means Waller Lansden Dortch & Davis, LLP.

“**Escrow Agreement**” means that certain Deposit Escrow Agreement, dated November 27, 2018, by and among Seton, Little River Healthcare Holdings, LLC and the Escrow Agent, as agreed to and confirmed by the other Debtors and LRMG.

“**Facilities**” means the Clinic, the Pharmacy, the Imaging Center and the Spine Center.

“**Final Order**” means an order of the Bankruptcy Court, the operation of which has not been reversed, stayed, modified or amended, and with respect to which the time for filing an appeal or petition for certiorari, rehearing or review has expired, and as to which no appeal, petition for certiorari, rehearing or review is then pending.

“**Governmental Body**” means any local, state or federal governmental or quasi-governmental authority (including any governmental agency, branch, department, official, or entity and any court or other tribunal).

“**Imaging Center**” means the facility located at 1528 Leander Road, Georgetown, Texas 78628 (known as Georgetown Imaging).

“**Initial Deposit**” means \$100,000 previously deposited with the Escrow Agent by Seton on November 28, 2018 in accordance with the terms of the Escrow Agreement.

“**Personal Property**” means all of the clinical supplies, equipment, inventory, fixed assets and other tangible personal property owned by Debtors set forth or described on **Exhibit C**.

“**Pharmacy**” means the pharmacy located within the Clinic (known as King’s Daughters Pharmacy).

“**Practice Permits**” means all material permits, licenses, franchises, consents, approvals or similar permissions required under any federal, state, county or local laws or regulations for conducting the medical practice of Debtors that are to be purchased and sold to Buyer pursuant hereto, which are described on **Schedule 3.5**.

“**Purchase Price**” means the aggregate amount to be paid by Buyer for the Purchased Assets, as set forth in **Section 2.2**.

“**Purchased Assets**” means the following:

- (a) all Personal Property;
- (b) all of the Bankruptcy Estates’ rights and interests under the Assumed Contracts;
- (c) to the extent assignable, the Practice Permits set forth on **Schedule 3.5** and all rights related thereto;
- (d) all claims, causes of action, and judgments in favor of the Debtors related to the condition of the Purchased Assets, and to the extent assignable by Seller, all warranties and rights and claims that may be asserted by Seller related to the Purchased Assets;
- (e) all Books and Records that are not Excluded Assets;
- (f) the phone numbers, facsimile numbers, and e-mail addresses described in **Section 5.1** hereof; and
- (g) the interest of the Debtors in all property of the foregoing types, arising or acquired in the ordinary course of the business of Debtors between the Effective Date and the Closing.

“**Sale Order**” has the meaning set forth in **Section 5.5(c)**.

“**Seton**” means Ascension Texas d/b/a Seton Healthcare Family, a Texas corporation and an affiliate of Buyer.

“**Spine Center**” means the facility located at 1520 Leander Road, Suite 101, Georgetown, Texas 78628 (known as the Bergeson Spine Center).

“**Term Sheet**” has the meaning set forth in **Section 5.7**.

All other terms defined elsewhere in this Agreement will have the meanings assigned to them in this Agreement.

Section 1.2 Construction. The words “include”, “includes” and “including” will be deemed to be followed by “without limitation”. The words “this Agreement”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

ARTICLE 2

SALE OF ASSETS

Section 2.1 Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall convey all of Debtors’ interests in the Purchased Assets and all parts thereof to Buyer, free and clear of all Encumbrances, other than the Assumed Liabilities.

Section 2.2 Purchase Price, Payments and Allocation.

(a) Purchase Price. Buyer will pay to Seller, as the total consideration for the Purchased Assets, a cash purchase price equal to \$350,000 (“**Purchase Price**”). The Parties agree that the Purchase Price shall be paid by Buyer to Seller by wire transfer of immediately available funds on the Closing Date (after giving credit for the Initial Deposit as provided in Section 2.7(a)(i)) to the account designated by Seller.

Section 2.3 Buyer’s Assumption of Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, and in further consideration of the transfer of the Purchased Assets, at the Closing, Buyer will assume only those duties, liabilities or obligations of Debtors included in the Assumed Liabilities.

Section 2.4 Closing. The Closing will take place at 12:00 a.m., Central time, on the Closing Date by the electronic exchange of documents or at such location as agreed upon by the Parties.

Section 2.5 At Closing.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller will deliver to Buyer, and delivery of such items is a condition to Buyer’s obligation to close hereunder:

(i) A Bill of Sale and Assignment in the form attached as Exhibit 2.5(a)(i) (the “**Bill of Sale**”) executed by Seller in favor of Buyer;

(ii) A Custodian of Medical Records Agreement in the form attached as Exhibit 2.5(a)(iii)(B) (the “**Custodian Agreement**”) executed by LRMG and Seller;

(iii) A copy of the Sale Order, in form and substance satisfactory to Buyer;

(iv) Such other instruments and documents the Parties mutually deem reasonably necessary to effect the transactions contemplated hereby and to place Buyer in legal and operational possession of the Purchased Assets.

(b) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer will deliver to Seller (and any other applicable parties):

(i) The cash portion of Purchase Price in accordance with Section 2.2(a);

- (ii) The Bill of Sale executed by Buyer;
- (iii) The Custodian Agreement executed by Buyer; and
- (iv) Such other instruments and documents the Parties mutually deem reasonably necessary to effect the transactions contemplated hereby.

Section 2.6 Further Assurances. Subject to the requirements of the Bankruptcy Code and the Bankruptcy Court, at and after the Closing, and without further consideration therefor, (a) Seller shall execute and deliver to Buyer such further instruments and certificates of conveyance and transfer as Buyer may reasonably request to convey and transfer the Purchased Assets from Seller to Buyer, and (b) Buyer shall execute, or shall arrange the execution of, and deliver to Seller such further instruments and certificates of assumption, novation and release as Seller may reasonably request in order to make Buyer responsible for all Assumed Contracts and Assumed Liabilities and release Seller therefrom to the fullest extent permitted under applicable law and consistent with the terms of this Agreement.

Section 2.7 Release of Initial Deposit. The Initial Deposit was distributed to the Debtors by the Escrow Agent in accordance with the terms of the Escrow Agreement. Upon the Closing, the Initial Deposit shall be credited against the Purchase Price to be paid by Buyer. Notwithstanding any provision of this Agreement to the contrary, Seller hereby agrees that the Initial Deposit shall be Seller's sole remedy for any breach of this Agreement by Buyer as liquidated and stipulated damages. Except for so receiving the Initial Deposit as provided above, Seller shall not have any other claim or remedy relating to the transactions contemplated hereby (or the failure thereof) (whether resulting from breach or otherwise). As acknowledged by the Parties, the full extent of Seller's damages in the event of such a breach by Buyer cannot be accurately anticipated or determined, and the amount of liquidated damages does not constitute a penalty.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller, by his execution of this Agreement, hereby represents and warrant to Buyer, as follows:

Section 3.1

- (a) Seller will transfer, pursuant to the Sale Order, all of the Debtors' right, title and interest in and to all of the Purchased Assets on the Closing Date, free and clear of all Encumbrances; and
- (b) all of the Debtors' interests in the Assumed Contracts and assignable Practice Permits included in the Purchased Assets will be assigned to Buyer.

Section 3.2 Authority.

- (a) Except for the approval of the Bankruptcy Court, Seller has the legal right, power, authority and capacity to enter into, execute, deliver and perform this Agreement on behalf of the Bankruptcy Estates, and LRMG has the legal right, power, authority and capacity to enter into, execute, deliver and perform this Agreement.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 4.1 Organization. Buyer is a nonprofit corporation duly organized and validly existing under the laws of the State of Texas.

Section 4.2 Authority.

(a) Buyer has the legal right, power and authority to enter into, execute, deliver and perform this Agreement. All authorizations, approvals and consents necessary for the execution and delivery by Buyer of this Agreement, and the consummation of the transactions contemplated by this Agreement, have been obtained. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) The execution and delivery of this Agreement by Buyer, subject to the entry of the Sale Order, the performance and the consummation of the transactions contemplated by this Agreement by Buyer, will not, except as otherwise set forth on Schedule 4.2(b), require Buyer to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any Governmental Body or any third party.

ARTICLE 5

OTHER AGREEMENTS OF THE PARTIES

Section 5.1 Transfer of Phone Numbers, etc. As of the Closing Date, Seller hereby assigns to Buyer all of Seller's rights in and to the phone numbers, except for the phone and fax numbers which are (254) 778-1731 (telephone) and (254) 791-2266 (fax), including facsimile numbers and e-mail addresses, associated with the Purchased Assets at the applicable Facilities; and Seller will thereafter have no rights to, and will refrain from using, such numbers and addresses. Seller agrees to execute such instruments and consents reasonably requested by Buyer to affect such transfers.

Section 5.2 Damage. If, at any time after the Effective Date, but before Closing, a material portion of the Purchased Assets are damaged or destroyed, then Buyer, at its sole option, may terminate this Agreement by written notice to Seller.

Section 5.3 Bankruptcy Court Approval.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement and the sale of the Purchased Assets are subject to the entry by the Bankruptcy Court of the Sale Order.

(b) Seller shall seek entry by the Bankruptcy Court of an order, the terms of which shall be reasonably satisfactory to Buyer and which shall be effective immediately upon entry pursuant to Rule 7062 and 9014 of the Federal Rules of Bankruptcy Procedure, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, or Rule 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure shall apply with respect to such order (the "**Sale Order**") as soon as practicable, but in no event later than December 31, 2018. The Sale

Order shall, among other things, provide that: (A) Buyer is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code and shall not be deemed a successor entity of Seller; (B) the sale of the Purchased Assets is free and clear of all Encumbrances, claims, and interests (other than the Assumed Liabilities); (C) Seller's execution, delivery and performance of this Agreement and the transactions and agreements contemplated hereby is approved; (D) Seller is authorized to assume and assign the Assumed Contracts pursuant to section 365(a) and (b) of the Bankruptcy Code, notwithstanding any provisions that restrict the assignability of the Assumed Contracts; and (E) the sole remedy for a breach of this Agreement by Buyer is limited to Seller's receipt of the Initial Deposit.

Section 5.4 Pro-Ration of Taxes and Rent. All amounts for lease costs and taxes (including personal property tax) related to the Assumed Contracts and the Personal Property shall be prorated between Bankruptcy Estates, on the one hand, and Buyer, on the other hand, on a pro rata per diem basis. Rent and utilities for December 2018 for the Facilities shall be pro rated between the Bankruptcy Estates, on the one hand, and Buyer, on the other hand, on a pro rata per diem basis, based on the date Buyer initially occupies the Facilities, which shall be December 7, 2018 for the Spine Center and the Closing Date for the other Facilities. Under no event shall Seller be liable to pay any cure amounts.

Section 5.5 Cerner Platform Access, Medical Records. Buyer shall serve as custodian of certain medical records pursuant to the Custodian Agreement. Buyer shall provide access to certain medical records to LMRG and Seller as provided in the Custodian Agreement.

Section 5.6 Assumed Contracts. For the avoidance of doubt, if Buyer elects not to assume an Assumed Contract within the 15-day period set forth in the definition of "Assumed Contracts", Buyer shall not be responsible for any cure amounts or cure obligations under or with respect to such Assumed Contract.

ARTICLE 6

TERMINATION

Section 6.1 Termination. This Agreement may be terminated and the transactions contemplated by this Agreement abandoned at any time prior to the Closing:

- (a) by mutual written consent of Seller and Buyer;
- (b) by Buyer, as provided for in Section 5.2;
- (c) by Buyer if the Sale Order approving the transactions contemplated hereby and thereby with Buyer, in form and substance satisfactory to Buyer, is not entered by the Bankruptcy Court on or prior to 5:00 pm Austin, Texas time on December 31, 2018;
- (d) by Buyer if any of the items described in Section 2.5(a) have not been delivered to Buyer on or before the Closing.

Section 6.2 Fees and Expenses; Initial Deposit.

(a) Payment of Fees and Expenses. Subject to clause (b) below, each of the Parties hereto will be responsible for and pay its own legal, accounting, engineering, environmental, survey and title charges and other fees and expenses, including, without limitation, reasonable attorneys' and accountants' fees and expenses and the fees and expenses of financial consultants,

investment bankers, lenders and environmental consultants, incurred in connection with the transactions contemplated hereby, including, without limitation, the due diligence review, and the negotiation, preparation and execution of this Agreement and any other agreements and any other instrument or document contemplated hereby (collectively, all such fees and expenses being the “**Fees and Expenses**”).

(b) Initial Deposit. Buyer shall be entitled to the return of the Initial Deposit upon Buyer or Seller terminating this Agreement pursuant to Section 6.1.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Assignment. This Agreement will be binding upon, and inure to the benefit of, and be enforceable by, the respective legal representatives, successors and assigns of each of the Parties to this Agreement. Subject to the foregoing, this Agreement will not be assignable by any Party without the prior written consent of the other Party, provided that Buyer may assign this Agreement to any entity controlled by Buyer. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

Section 7.2 Modification or Amendment. No modification, amendment, extension or alleged waiver of this Agreement or any provision of this Agreement will be binding unless in writing and signed by each of the Parties to this Agreement.

Section 7.3 Entire Agreement. This Agreement (including the Exhibits and Schedules to this Agreement), together with the Escrow Agreement and Term Sheet Section, constitutes the entire agreement among the Parties and supersedes and replaces any and all prior agreements and understandings, written or oral, relative to the transactions contemplated under this Agreement.

Section 7.4 Headings. The headings in this Agreement are for convenience and reference only, and do not constitute a part of this Agreement, and will not be deemed to limit or affect any of the provisions of this Agreement.

Section 7.5 Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Texas and the bankruptcy laws of the United States, without regard to conflicts of laws principles.

Section 7.6 Waivers. The failure by any Party at any time to require performance of any provision of this Agreement will not affect such Party’s right later to require such performance. No waiver in any one or more instance will (except as otherwise stated therein) be deemed to be a further or continuing waiver of any such condition or breach in any other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 7.7 Attorneys’ Fees. In addition to any other relief to which it will be entitled, Buyer and Seller will be entitled to recover from each other the costs and reasonable attorneys’ fees incurred by it in the successful enforcement of this Agreement.

Section 7.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to constitute an original and all of which together will constitute one and

the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Severability. If any term or other provision of this Agreement, or any portion of this Agreement, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion of this Agreement, will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any such term or other provision, or any portion of this Agreement, is invalid, illegal or incapable of being enforced, the Parties to this Agreement will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are consummated to the fullest extent possible.

Section 7.10 Press Releases and Announcements. No Party shall, and shall cause its affiliates not to, issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the other Parties.

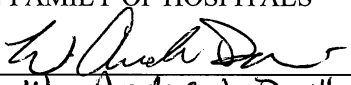
Section 7.11 Survival. Except as otherwise noted herein, all provisions of this Agreement that either by their nature or as expressly provided in this Agreement survive termination of this Agreement will so survive.

[Signature page follows]


IN WITNESS WHEREOF, Sellers, LRMG and Buyer have executed this Agreement as of the date first written above.

BUYER:

SETON FAMILY OF HOSPITALS

By: 
Name: W. Andrew Davis
Title: President and CEO

TRANSFEROR:


JAMES STUDENSKY, CHAPTER 7 TRUSTEE

LITTLE RIVER MEDICAL GROUP

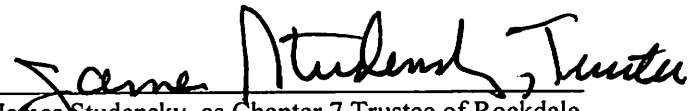

James Studensky, as Chapter 7 Trustee of Rockdale
Blackhawk, LLC, the sole shareholder of Little River
Medical Group.

Exhibit A

Assumed Contracts

1. Primesuite on Demand Software and Services Subscription Agreement by and between Rockdale Blackhawk, LLC d/b/a Little River Healthcare System and Greenway Medical Technologies, Inc., dated as of June 28, 2013.
 - Addendum by and between Rockdale Blackhawk, LLC d/b/a Little River Healthcare System and Greenway Medical Technologies, Inc., dated as of July 31, 2013.
 - Addendum II by and between Rockdale Blackhawk, LLC d/b/a Little River Healthcare System and Greenway Medical Technologies, Inc., dated as of July 1, 2013.
 - Order Form by and between Physicians of King's Daughters, P.A. and Greenway Health Inc., dated as of June 10, 2014. [*ORDER FORM*]
2. Amended and Restated Lease dated May 1, 2004 by and between Tri-Bell Properties, Ltd. as Landlord and Little River Healthcare - Physicians of King's Daughters, LLC (formerly known as Physicians of King's Daughter P.A.) as Tenant, for certain premises located at 1905 SW H.K. Dodgen Loop, Temple, TX consisting of 41,000 square feet.
3. Lease Agreement dated as of April 21, 2016, by and between Wesley Allen Family Limited Partnership, as Lessor, and Rockdale Blackhawk, L.L.C., as Lessee, as amended by a First Amendment to Lease Agreement dated as of April 17, 2017, as amended by a Second Amendment to Lease Agreement dated as of February 1, 2018, for lease of space located at 1520 Leander Road, Suite 101, Georgetown, TX.
4. Lease Agreement dated April 2, 2006, by and between Todd Lane, LLC, as successor Lessor in interest to Alazan Partners Ltd., and Rockdale Blackhawk, LLC d/b/a/ Little River Healthcare, as successor Lessee in interest to Kevin J. Owens, as amended by a Commercial Lease Extension dated as of January 18, 2016, as amended by a Second Commercial Lease Extension dated as of August 22, 2016, as amended by a Third Commercial Lease Extension dated as of February 12, 2018, for approximately 3,400 square feet of space located at 1528 Leander, Georgetown, TX.
5. All lease and maintenance agreements related to servers and related equipment that the Greenway Platform (as defined in the Asset Purchase Agreement) relies on to save, store and process information; as well as all lease and maintenance agreements related to servers and related equipment that the Mitel phone system relies on to save, store and process information.

Exhibit B

Other Excluded Assets

None.

Exhibit C

Personal Property

1. All of the equipment, furniture, fixed assets, inventory, supplies and other tangible personal property located at any of the Facilities (as defined in the attached Asset Purchase Agreement) (but excluding all pharmaceutical inventory, supplies, medical records and/or equipment of the pharmacy located at King's Daughters Clinic Temple), including but not limited to those assets set forth on the spreadsheets attached to this Exhibit C.
2. All equipment and servers that the Greenway Platform (as defined in the Asset Purchase Agreement) relies on to save, store and process information.

KDC Temple

Manufacturer Description	Class Description
BAYER	ANALYZER, URINE
BAYER	ANALYZER, URINE
SIEMENS MEDICAL	ANALYZER, URINE
SIEMENS MEDICAL	ANALYZER, URINE
INTOXIMETERS	ANALYZER
VAS CORP.	ANALYZER
CANON USA INCORPORATED	CAMERA, RETINAL
STRYKER CORPORATION	CAST CUTTER & VACUUM
STRYKER CORPORATION	CAST CUTTER & VACUUM
COOPER SURGICAL	CAUTERY UNIT
BECKMAN COULTER	CENTRIFUGE
BECKMAN COULTER	CENTRIFUGE
HETTICH	CENTRIFUGE
CLAY ADAMS	CENTRIFUGE
MIDMARK CORPORATION	CHAIR, EXAM
STORZ INSTRUMENT COMPANY	CHAIR, EXAM
RELIANCE CORPORATION	CHAIR, EXAM
RELIANCE CORPORATION	CHAIR, EXAM
RELIANCE CORPORATION	CHAIR, EXAM
BURTON MEDICAL PRODUCTS	CHAIR, EXAM
MIDMARK CORPORATION	CHAIR, EXAM
MIDMARK CORPORATION	CHAIR, PODIATRY
MIDMARK CORPORATION	CHAIR, PODIATRY
MIDMARK CORPORATION	CHAIR, PODIATRY
MIDMARK CORPORATION	CHAIR, PODIATRY
UNICO	COLPOSCOPE
LEISEGANG MEDICAL INC.	COLPOSCOPE
UNICO	COLPOSCOPE
ZOLL MEDICAL	DEFIB, AED
ZOLL MEDICAL	DEFIB/MON/PACER/REC
X-RITE INC.	DENSITOMETER
WELCH ALLYN	EKG MACHINE
WELCH ALLYN	EKG MACHINE
STORZ ENDOSCOPY	ENT UNIT
RELIANCE CORPORATION	ENT UNIT
RELIANCE CORPORATION	ENT UNIT
SMR	ENT UNIT
COOPER SURGICAL	CAUTERY UNIT
STACKHOUSE ASSOCIATES INC	EVACUATOR, SMOKE
KENMORE	FREEZER, LAB
CONMED CORP.	HYFRECATOR
BIRTCHEER CORPORATION	HYFRECATOR
BIRTCHEER CORPORATION	HYFRECATOR
CONMED CORP.	HYFRECATOR
CONMED CORP.	HYFRECATOR
CONMED CORP.	HYFRECATOR
3M	INCUBATOR, LAB
B&L	KERATOMETER
MARCO	KERATOMETER
WELCH ALLYN	LAMP, EXAM

KDC Temple

Manufacturer Description	Class Description
WELCH ALLYN	LAMP, EXAM
BURTON MEDICAL PRODUCTS	LAMP, EXAM
MCKESSON	LAMP, EXAM
GOODWIN MFG., INC.	LAMP, EXAM
ADJUSCO	LAMP, EXAM
AJUSCO	LAMP, EXAM
MCKESSON	LAMP, EXAM
MCKESSON	LAMP, EXAM
MCKESSON	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
ADJUSCO	LAMP, EXAM
GRAHAM FIELD	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
ADJUSCO	LAMP, EXAM
GRAHAM FIELD	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
RITTER COMPANY	LAMP, EXAM
RITTER COMPANY	LAMP, EXAM
ADJUSCO	LAMP, EXAM
ADJUSCO	LAMP, EXAM
GRAHAM FIELD	LAMP, EXAM
S&S X-RAY	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
GRAHAM FIELD	LAMP, EXAM
GE (LIGHTING)	LAMP, EXAM
GENERAL MEDICAL	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
GRAHAM FIELD	LAMP, EXAM
BURTON MEDICAL PRODUCTS	LAMP, EXAM
ADJUSCO	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	LAMP, EXAM
CARL ZEISS INCORPORATED	LAMP, SLIT
CARL ZEISS INCORPORATED	LAMP, SLIT
CARL ZEISS INCORPORATED	LAMP, SLIT
CARL ZEISS INCORPORATED	LAMP, SLIT
CARL ZEISS INCORPORATED	LAMP, SLIT
CARL ZEISS INCORPORATED	LAMP, SLIT
SAM WAGNER	LIGHT SOURCE, SURG. / COLD SUPPLY

KDC Temple

Manufacturer Description	Class Description
WELCH ALLYN	LIGHT SOURCE, SURG. / COLD SUPPLY
OLYMPUS	LIGHT SOURCE, SURG. / COLD SUPPLY
ACMI	LIGHT SOURCE, SURG. / COLD SUPPLY
BURTON MEDICAL PRODUCTS	LIGHT, SURGICAL, O.H.
STORZ ENDOSCOPY	MICROSCOPE, LAB
URBAN ENGINEERING	MICROSCOPE, LAB
MARCO	MICROSCOPE, LAB
AMERICAN OPTICAL	MICROSCOPE, LAB
FISHER SCIENTIFIC	MICROSCOPE, LAB
LW SCIENTIFIC	MICROSCOPE, LAB
NIKON INC.	MICROSCOPE, LAB
NIKON INC.	MICROSCOPE, LAB
SEILER INSTRUMENT CO.	MICROSCOPE, LAB
HOMEDICS	MICROSCOPE, LAB
CARL ZEISS INCORPORATED	MICROSCOPE, SURGICAL
STRECK LABS	MIXER
COROMETRICS MEDICAL	MONITOR, FETAL
COROMETRICS MEDICAL	MONITOR, FETAL
COROMETRICS MEDICAL	MONITOR, FETAL
SONY MEDICAL ELECTRONICS	MONITOR, VIDEO
DEVILBISS HEALTHCARE	NEBULIZER, AIR
SUNRISE MEDICAL	NEBULIZER, AIR
DEVILBISS HEALTHCARE	NEBULIZER, AIR
RESPIRONICS	NEBULIZER, AIR
DEVILBISS HEALTHCARE	NEBULIZER, AIR
ADC HOSPITAL EQUIPMENT	NIBP
WELCH ALLYN	NIBP
WELCH ALLYN	NIBP, SPO2, TEMP
WELCH ALLYN	NIBP, SPO2, TEMP
WELCH ALLYN	NIBP, SPO2, TEMP
WELCH ALLYN	NIBP, SPO2, TEMP
ELLEX INC.	OPHTHALMOSCOPE/LASER
RELIANCE CORPORATION	OPHTHAMOLOGY CHAIR
RELIANCE CORPORATION	OPHTHAMOLOGY CHAIR
RELIANCE CORPORATION	OPHTHAMOLOGY CHAIR
RELIANCE CORPORATION	OPHTHAMOLOGY CHAIR
RELIANCE CORPORATION	OPHTHAMOLOGY CHAIR
RELIANCE CORPORATION	OPHTHAMOLOGY CHAIR
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
RELIANCE CORPORATION	OPTICAL UNIT
MENTOR O&O INCORPORATED	OPTICAL UNIT
BURTON MEDICAL PRODUCTS	OPTICAL UNIT
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
MENTOR O&O INCORPORATED	OTO/OPHTHALMOSCOPE

KDC Temple

Manufacturer Description	Class Description
MENTOR O&O INCORPORATED	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
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WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE

KDC Temple

Manufacturer Description	Class Description
WELCH ALLYN	OTO/OPHTHALMOSCOPE
MENTOR O&O INCORPORATED	OTO/OPHTHALMOSCOPE
JONES INSTRUMENT CORP.	PULMONARY FUNCTION TESTING SYSTEM
FUJIFILM	PRINTER
FUJIFILM	PRINTER
FUJIFILM	PRINTER
AMERICAN OPTICAL	PROJECTOR
AMERICAN OPTICAL	PROJECTOR
AMERICAN OPTICAL	PROJECTOR
AMERICAN OPTICAL	PROJECTOR
AMERICAN OPTICAL	PROJECTOR
REICHERT	PROJECTOR
CRITICARE SYSTEMS INC.	PULSE OXIMETER
CRITICARE SYSTEMS INC.	PULSE OXIMETER
BRAUN	PUMP, INFUSION
SHUCO	PUMP, SUCTION
GEN-MED	PUMP, SUCTION
TRUE MFG CO	REFRIGERATOR, NONPAT
GE (CONSUMER PRODUCTS)	REFRIGERATOR, NONPAT
MAGIC CHEF	REFRIGERATOR, NONPAT
KELVINATOR	REFRIGERATOR, NONPAT
KENMORE	REFRIGERATOR, NONPAT
LAB-LINE INSTRUMENTS	REFRIGERATOR, NONPAT
KENMORE	REFRIGERATOR, NONPAT
FISHER ELECTRONICS	REFRIGERATOR, NONPAT
SECA	SCALE
TANITA	SCALE
TANITA	SCALE
TANITA	SCALE
TANITA	SCALE
SECA	SCALE
SECA	SCALE
SECA	SCALE
OLYMPIC MEDICAL	SCALE
TANITA	SCALE, INFANT
TANITA	SCALE, INFANT
PURITAN-BENNETT CORP.	SPIROMETER
PELTON & CRANE	STERILIZER
PELTON & CRANE	STERILIZER
RITTER COMPANY	STERILIZER
MIDMARK CORPORATION	STERILIZER
MIDMARK CORPORATION	STERILIZER
BIODEX MEDICAL	TABLE, TREATMENT
BIODEX MEDICAL	TABLE, TREATMENT
RITTER COMPANY	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM

KDC Temple

Manufacturer Description	Class Description
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
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MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM

KDC Temple

Manufacturer Description	Class Description
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
CARL ZEISS INCORPORATED	TOPOGRAPHIC MODELER
M.D. INDUSTRIES	TYMPANOMETER
GESSWEIN	ULTRASONIC CLEANER
L&R MANUFACTURING CO.	ULTRASONIC CLEANER
METTLER ELECTRONICS CORPORATION	ULTRASONIC CLEANER
ACUSON	ULTRASOUND, DIAGNOSTIC
BIO PHYSIC MEDICINE	ECHOGRAPH MONITOR
SONOSITE	ULTRASOUND, DIAGNOSTIC
ALCON SURGICAL	ULTRASONIC PACHOMETE
ALCON SURGICAL	ULTRASONIC PACHOMETE
CARL ZEISS INCORPORATED	VISION TESTER
SONOMED	VISION TESTER
ACCTONE	VISION TESTER
MENTOR O&O INCORPORATED	VISION TESTER
PARKER LAB	WARMER, GEL
PARKER LAB	WARMER, GEL
PARKER LAB	WARMER, GEL
PARKER LAB	WARMER, GEL
PARKER LAB	WARMER, GEL
PARKER LAB	WARMER, GEL
FRANNEL OPTICAL	WARMER, LAB
CONTINENTAL X-RAY CORPORATION	X-RAY
RAYTHEON MEDICAL	X-RAY
LORAD	X-RAY
DELL MEDICAL	X-RAY
LUNAR RADIATION	X-RAY
WOLF X-RAY	X-RAY FILM VIEWER
WOLF X-RAY	X-RAY FILM VIEWER
WOLF X-RAY	X-RAY FILM VIEWER
AMS	X-RAY FILM VIEWER
AMERICAN MEDICAL SALES	X-RAY FILM VIEWER
GRAHAM FIELD	X-RAY FILM VIEWER
GRAHAM FIELD	X-RAY FILM VIEWER
GRAHAM FIELD	X-RAY FILM VIEWER
GRAHAM FIELD	X-RAY FILM VIEWER
PICKER INT.	X-RAY FILM VIEWER
WOLF X-RAY	X-RAY FILM VIEWER
GRAHAM FIELD	X-RAY FILM VIEWER
S&S X-RAY	X-RAY FILM VIEWER
SOURCE ONE	X-RAY FILM VIEWER
GRAHAM FIELD	X-RAY FILM VIEWER
AMS	X-RAY FILM VIEWER
RADX CORP.	X-RAY FILM VIEWER
SOURCE ONE	X-RAY FILM VIEWER
AMERICAN MEDICAL SYSTEMS	X-RAY FILM VIEWER
WOLF X-RAY	X-RAY FILM VIEWER

KDC Temple

Manufacturer Description	Class Description
WELCH ALLYN	NIBP, SPO2, TEMP
MIDMARK CORPORATION	TABLE, EXAM
WELCH ALLYN	LAMP, EXAM
PCI MEDICAL	DISINFECTION SOAK STATION
GE HEALTHCARE	MONITOR, FETAL
GRAHAM FIELD	LAMP, EXAM
GRAHAM FIELD	LAMP, EXAM
DETECTO SCALE COMPANY	SCALE
PCI MEDICAL	DISINFECTION SOAK STATION
ASPEN LABORATORIES	ESU
DETECTO SCALE COMPANY	SCALE
CLINTON	TABLE, TREATMENT
HK SURGICAL	PUMP, ARTHROSCOPIC
VNUS MEDICAL TECHNOLOGIES	GENERATOR, RF
LANTHEW MEDICAL IMAGING INC.	MIXER
WELCH ALLYN	THERMOMETER
ROPER	REFRIGERATOR, NONPAT
WELCH ALLYN	THERMOMETER
MARCO	MICROSCOPE, LAB
MARCO	KERATOMETER
DETECTO SCALE COMPANY	SCALE
CONMED CORP.	HYFRECATOR
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	NIBP
WELCH ALLYN	OTO/OPHTHALMOSCOPE
HAIER	REFRIGERATOR, NONPAT
TANITA	SCALE, INFANT
FRIGIDAIRE	REFRIGERATOR, NONPAT
KENMORE	REFRIGERATOR, NONPAT
WELCH ALLYN	TYMPANOMETER
HOLIDAY	FREEZER, NONPAT
WELCH ALLYN	NIBP, SPO2, TEMP
DETECTO SCALE COMPANY	SCALE
WELCH ALLYN	THERMOMETER
NELLCOR PURITAN BENNETT	PULSE OX (BATTERY)
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
WELCH ALLYN	LAMP, EXAM
WELCH ALLYN	THERMOMETER
KELVINATOR	REFRIGERATOR, NONPAT
MIDMARK CORPORATION	TABLE, EXAM
GE HEALTHCARE	INJECTOR, DYE
WELCH ALLYN	NIBP, SPO2, TEMP
GE HEALTHCARE	X-RAY
SPECTRIS SOLARIS	INJECTOR, DYE
PCI MEDICAL	DISINFECTION SOAK STATION
PCI MEDICAL	DISINFECTION SOAK STATION
GE HEALTHCARE	NIBP, TEMP, REC
DETECTO SCALE COMPANY	SCALE
WELCH ALLYN	OTO/OPHTHALMOSCOPE

KDC Temple

Manufacturer Description	Class Description
BIRTCHEER CORPORATION	HYFREACATOR
SUNRISE MEDICAL	NEBULIZER, AIR
WELCH ALLYN	OTO/OPHTHALMOSCOPE
TAYLOR	SCALE
FRIGIDAIRE	REFRIGERATOR, NONPAT
NELLCOR PURITAN BENNETT	PULSE OX (BATTERY)
MAGIC CHEF	REFRIGERATOR, NONPAT
NIDEX	LAMP, SLIT
MASTECH	POWER SUPPLY
MASTECH	POWER SUPPLY
ZOLL MEDICAL	DEFIB, AED
KEELER	TONOMETER
RITTER COMPANY	LAMP, EXAM
ZOLL MEDICAL	DEFIB, AED
FRIGIDAIRE	REFRIGERATOR, NONPAT
SONOSITE	ULTRASOUND, DIAGNOSTIC
GE HEALTHCARE	ULTRASOUND, DIAGNOSTIC
JEDMED	LIGHT SOURCE, SURG. / COLD SUPPLY
MASSIMO	PULSE OXIMETER
WELCH ALLYN	THERMOMETER
WELCH ALLYN	THERMOMETER
SUNRISE MEDICAL	NEBULIZER, AIR
WELCH ALLYN	THERMOMETER
NELLCOR PURITAN BENNETT	PULSE OX (BATTERY)
WELCH ALLYN	THERMOMETER
BECKMAN COULTER	ANALYZER, HEMATOLOGY
ABAXIS	ANALYZER, CHEMISTRY
REICHERT	BILIRUBINOMETER
IDEAL	WARMER, GEL
WELCH ALLYN	THERMOMETER
WELCH ALLYN	THERMOMETER
WELCH ALLYN	THERMOMETER
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
HEALTH-O-METER	SCALE
MIDMARK CORPORATION	STERILIZER
RIGHT MEDICAL	OPTICAL UNIT
WELCH ALLYN	OTO/OPHTHALMOSCOPE
MIDMARK CORPORATION	CHAIR, EXAM
CHATTANOOGA CORP.	ULTRASOUND, THERAPEUTIC
HUDSON	UPPERCYCLE
SPIRIT FITNESS	TREADMILL
SPIRIT FITNESS	BICYCLE
SPIRIT FITNESS	BICYCLE
ELECTRO MEDICAL	TABLE, EXAM
ELECTRO MEDICAL	TABLE, EXAM
GE HEALTHCARE	ULTRASOUND, DIAGNOSTIC
SONY MEDICAL ELECTRONICS	MONITOR, VIDEO
FRIGIDAIRE	REFRIGERATOR, NONPAT

KDC Temple

Manufacturer Description	Class Description
ACCUCOLD	REFRIGERATOR, NONPAT
FRIGIDAIRE	REFRIGERATOR, NONPAT
MIDMARK CORPORATION	TABLE, EXAM
WELCH ALLYN	NIBP, SPO2, TEMP
GE HEALTHCARE	REFRIGERATOR, NONPAT
GE HEALTHCARE	TREADMILL
GE HEALTHCARE	STRESS TEST SYSTEM
WELCH ALLYN	OTO/OPHTHALMOSCOPE
WELCH ALLYN	OTO/OPHTHALMOSCOPE
ORTHONIX	OPTICAL UNIT
CIRRUS	OPTICAL UNIT
TOPCON INSTRUMENT CORP.	LENSOMETER
WELCH ALLYN	THERMOMETER
NELLCOR PURITAN BENNETT	PULSE OX (BATTERY)
NELLCOR PURITAN BENNETT	PULSE OX (BATTERY)
HAAG-STREIT	VISION TESTER
GE HEALTHCARE	ULTRASOUND, DIAGNOSTIC
GENERAL MEDICAL	PUMP, SUCTION
WELCH ALLYN	NIBP
HEALTH-O-METER	SCALE
ZOLL MEDICAL	DEFIB, AED
MERRY X-RAY PRODUCTS	X-RAY
DIGIRAD	NUCLEAR MED SYSTEM
DIGIRAD	NUCLEAR MED SYSTEM
ACCUCOLD	FREEZER, NONPAT
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
WELCH ALLYN	OTO/OPHTHALMOSCOPE
GRAHAM FIELD	LAMP, EXAM
QUIDEL	ANALYZER
AMERICAN OPTICAL	PROJECTOR
WELCH ALLYN	OTO/OPHTHALMOSCOPE
MIDMARK CORPORATION	TABLE, EXAM
WELCH ALLYN	OTO/OPHTHALMOSCOPE
REICHERT	PROJECTOR
REICHERT	PROJECTOR
REICHERT	PROJECTOR
THERMO FISHER SCIENTIFIC INC.	CENTRIFUGE
QUIDEL	ANALYZER
Fujifilm Medical Systems	KDRadiology
Merry Xray Tube	KDRadiology
Fujifilm Medical Systems-Mammo System	KDRadiology
Henry Schein-Piccolo Express Chem System	KDC Lab
Henry Schein-Hematology System and Bilirubinometer	KDC Lab
GE Healthcare-Radiology Probe and Printer LS8 r2 with SA-80%	KDC Imaging
GE Healthcare-Radiology Probe and Printer LS8 r2 with SA-20%	KDC Imaging
GE Healthcare-Radiology Probe and Printer LS8 r2 with SA-PARTS	KDC IMAGING
Microsoft Windows Server Licenses (qty 7) (CDW Government)	KDC-Temple

KDC Temple

Manufacturer Description	Class Description
Citrix Licenses (qty 210) (CDW Government)	KDC-Temple
Greenway Health (Greenway to Cerner interface)	KDC-Temple
Greenway Medical Technologies (Greenway to PACS Interface)	KDC-Temple
Orchard Software Corporation(KDC Lab Report Software)	KDC Lab
Orchard Software Corporation(KDC Lab Report Software) Sales Tax Added Later Same asset as above	KDC Lab
Orchard Software Corporation(KDC Lab Report Software) Sales Tax Added Later Same asset as above	KDC Lab
EYE CTR PURCHASE - RECLINER - LE	TEMPLE EYE CTR
EYE CTR PURCHASE - STOOLS	TEMPLE EYE CTR
LIQUID NITROGEN TANK	TEMPLE (MAIN)
EYE CTR PURCHASE-POWER EXAM CHAI	TEMPLE EYE CTR
EYE CTR PURCHASE - POWER EXAM CH	TEMPLE EYE CTR
REFRIGERATOR FOR MICRO-BIOLOGY A	TEMPLE (MAIN)
EYE CTR PURCHASE - TABLES	TEMPLE EYE CTR
REFRIGERATOR - LAB	TEMPLE (MAIN)
FURNITURE - TEMPLE MAIN	TEMPLE (MAIN)
EYE CTR PURCHASE - BOOKCASES	TEMPLE EYE CTR
B-BRAUN IV PUMP - MOLDOVAN	TEMPLE (MAIN)
EYE CTR PURCHASE - FILING CABINE	TEMPLE EYE CTR
CHAIRS - TASK - 11	TEMPLE (MAIN)
EYE CTR PURCHASE - CHAIRS - TASK	TEMPLE EYE CTR
AUTOCLAVE - MITTELBRONN	TMC I-SUITE 109
EXAM TABLE - DR. BLACK	TEMPLE (MAIN)
AUTOCLAVE - RAMIREZ	TMC I-SUITE 106
DESK & CREDENZA - KLIEWER	TEMPLE (MAIN)
EYE CTR PURCHASE - SHELVES - MED	TEMPLE EYE CTR
CLINIC ARTWORK	TEMPLE (MAIN)
VISUAL FIELD ANALYZER	TEMPLE EYE CTR
EYE CTR PURCHASE - DESKS	TEMPLE EYE CTR
EYE CTR PURCHASE - DISPLAY CABIN	TEMPLE EYE CTR
SALES TAX ON ENVIRONMENTAL SIGNA	TEMPLE (MAIN)
CHAIRS	TEMPLE (MAIN)
CHAIRS	TEMPLE (MAIN)
EYE CTR PURCHASE - TABLE & POWER	TEMPLE EYE CTR
REFRIGERATOR FOR ALLERGY SERUM	TMC I-SUITE 119
EXAM TABLE - DERMATOLOGY	TMC I-SUITE 109
RHINOLARYNGOSCOPE	TMC I-SUITE 106
DESK & BOOKCASES FOR RADIOLOGY	TEMPLE (MAIN)
CHAIRS	TEMPLE (MAIN)
EYE CTR PURCHASE - POWER EXAM CH	TEMPLE EYE CTR
CHAIRS - 10 - CONFERENCE ROOM	TEMPLE (MAIN)
EYE CTR PURCHASE - CHAIRS - PATI	TEMPLE EYE CTR
MICROSCOPE NIKKON FOR PATHOLOGIS	TEMPLE (MAIN)
EXAM TABLE - WOMEN CENTER	TMCI-SUITE 122
PODIATRY CHAIR - MCCAFFREY	TMC I-SUITE 106
OPTIC NERVE IMAGER FOR GLAUCOMA	TEMPLE EYE CTR
OFFICE FURNITURE - ADMIN	TEMPLE (MAIN)
HYSTEROSCOPE	TMCI-SUITE 122
CHAIRS - WOMEN CENTER	TMCI-SUITE 122
STRESS SYTEM WITH TREADMILL	TEMPLE (MAIN)
EXAM TABLES	TEMPLE (MAIN)

KDC Temple

Manufacturer Description	Class Description
FURNITURE - SUITE 103	TMC I-SUITE 103
ULTRASOUND TABLES - 2	TEMPLE (MAIN)
TABLE - POWER EXAM - 623 Q404	TMCII-SUITE 122
TABLE - POWER EXAM - 623 Q404	TMCII-SUITE 122
TABLE - POWER EXAM - 623 Q404	TMCII-SUITE 122
RADIOFREQUENZY GENERATOR	TEMPLE (MAIN)
PODIATRY CHAIRS -2 W/CATHEDRAL U	TMC I-SUITE 106
URIN ANALYZER	TEMPLE (MAIN)
TABLE - POWER EXAM - 623QQ404	TMCII-SUITE 122
FILING SYSTEM, MOBILE XRAY FILIN	TEMPLE (MAIN)
CORNEAL TOPOGRAPHER	TEMPLE EYE CTR
FURNITURE - LOBBY & WAITING ROOM	TEMPLE (MAIN)
MITEL PHONE SYSTEM	TEMPLE (MAIN)
SRV-DC-KDC (physical 2012 domain controller for Kings Daughters Clinic) Dell 3020	TEMPLE (MAIN)
iCAD (FUJI PowerLook CAD Server - KDC Imaging)	KDC Imaging
Fusion Dictation (physical phone lines for dictation server) Super Micro (Custom Build by Dolby)	TEMPLE (MAIN)
Harvest Mapper (HL7 Interface Server) Dell 3020	TEMPLE (MAIN)
KDC Security Server (KDC Door Tap Badge Server) Dell Demension 3100	TEMPLE (MAIN)
Mitel MBG (External Teleworker IP Phones Server) Dell R430	TEMPLE (MAIN)
Solar Winds (Switch, UPS, Firewall, etc monitor Server) Proliant ML350P Gen 8	TEMPLE (MAIN)
AC PC (10 ton AC Unit Controller at KDC Server) Dell 745	TEMPLE (MAIN)
Tempa1-Stor (PC Rollout Images Server) Dell Poweredge 2950 Lease/Purchase	TEMPLE (MAIN)
Nutanix Servers	TEMPLE (MAIN)
Greenway EMR Servers	TEMPLE (MAIN)
Information Technology	Dell OptiPlex 3040 – 2 PC's
Information Technology	Dell OptiPlex 3020 – 90 PC's
Information Technology	Dell OptiPlex 3010 – 9 PC's
Information Technology	Dell OptiPlex 920 – 2 PC's
Information Technology	Dell OptiPlex 745 – 4 PC's
Information Technology	Dell OptiPlex 755 – 1 PC
Information Technology	Dell OptiPlex 760 – 1 PC
Information Technology	Dell OptiPlex 780 – 5 PC's
Information Technology	Dell Latitude 5570 – 17 Laptops
Information Technology	Dell Latitude 5550 – 2 Laptops
Information Technology	Dell Latitude 5540 – 11 Laptops
Information Technology	Dell Latitude 5530 – 1 Laptop
Information Technology	Dell Latitude 5520 – 1 Laptop
Information Technology	Dell Latitude 630 – 1 Laptop
Information Technology	1 Mitel 3300 Controller and Voicemail
Information Technology	131 Mitel 5330E Phones in use
Information Technology	Fujitsu 7160 Scanners – 14 Units
Information Technology	Fujitsu 6130 Scanners – 1 Unit
Information Technology	Lexmark MS810M – 2 Units
Information Technology	Lexmark 310d – 1 Unit
Information Technology	Brother HL5450DN – 10 Units
Information Technology	Brother HLL5100DN – 14 Units
Information Technology	Brother HL5370DW – 3 Units
Information Technology	Brother HL5250DN – 1 Unit
Information Technology	HP LaserJet 600 M601 – 2 Units
Information Technology	HP LaserJet 600 M602 – 1 Unit

KDC Temple

Manufacturer Description	Class Description
Information Technology	HP LaserJet 600 M604 – 2 Units
Information Technology	HP LaserJet 4650N Color – 1 Unit
Information Technology	HP LaserJet 4200N – 1 Unit
Information Technology	HP LaserJet P4015 – 2 Units
Information Technology	HP LaserJet M605 – 3 Units
Information Technology	HP LaserJet 4200N – 1 Unit
Information Technology	HP Color LaserJet CP4025 – 1 Unit
Information Technology	HP LaserJet 1160 – 1 Unit
Information Technology	21 Copiers (See Jonnies Copier Contract)
Information Technology	1 HP\Aruba 5406 Switch
Information Technology	1 HP\Aruba 3810 Switch
Information Technology	1 HP\Aruba 2530 Switch (24 port)
Information Technology	8 HP\Aruba 2530 Switch (48 port)
Information Technology	2 HP\Aruba 2620 Switch (24 port)
Information Technology	2 HP\Aruba 2620 Switch (48 port)
Information Technology	16 HP\Aruba IAP-205 Access Points
Information Technology	1 Meraki MX100 Firewall
Information Technology	Nutanix Virtual server NX-1065-G5
Information Technology	4 APC 5000 UPS
Information Technology	Dell OptiPlex 3040 – 40 PC's
Information Technology	Dell OptiPlex 3020 – 36 PC's
Information Technology	Dell OptiPlex 3010 – 6 PC's
Information Technology	Dell Latitude 5570 – 18 Laptops
Information Technology	Dell Latitude 5550 – 5 Laptops
Information Technology	Dell Latitude 5540 – 17 Laptops
Information Technology	Fujitsu 7160 Scanners – 12 Units
Information Technology	Acer 22"-24" – 111 Units
Information Technology	101 Mitel 5330E Phones

Georgetown Imaging Center

Manufacturer Description	Class Description
ARKRAY	ANALYZER
NIHON KOHDEN	MONITOR, PATIENT
GE HEALTHCARE	REFRIGERATOR, NONPAT
MIDMARK CORPORATION	TABLE, EXAM
DRIVE MEDICAL	PUMP, SUCTION
MEDRAD INC.	INJECTOR, DYE
SIEMENS MEDICAL	MRI
TOSHIBA AQUILION	CT
MALLINCKRODT	INJECTOR, DYE
FUTURE HEALTH CONCEPTS	WARMER, BLANKET
TOSHIBA MEDICAL	X-RAY
OMRON	NIBP
ZOLL MEDICAL	DEFIB, AED
LOT OF FFE	FURNITURE - LOBBY & WAITING ROOM
Information Technology	10 Desktops (Dell OptiPlex 3040 and 3020)
Information Technology	2 Laptops (Dell Latitude 5550)
Information Technology	3 Printers
Information Technology	6 Mitel 5330E Phones
Information Technology	1 Copier (Leased)
Information Technology	1 HP\Aruba 2530-48G-PoEP Switch
Information Technology	2 Aruba 205 Access Point
Information Technology	1 Meraki MX64 Firewall

Georgetown Spine Center

Manufacturer Description	Class Description
RITTER COMPANY	TABLE, EXAM
RITTER COMPANY	TABLE, EXAM
MIDMARK CORPORATION	TABLE, EXAM
ZOLL MEDICAL	DEFIB, AED
THERMO FISHER SCIENTIFIC INC.	CENTRIFUGE
HEALTH-O-METER	SCALE
MIDMARK CORPORATION	TABLE, EXAM
LOT OF FFE	FURNITURE - LOBBY & WAITING ROOM
Information Technology	9 Desktops (Dell OptiPlex 3040 and 3020)
Information Technology	5 Laptops (Dell Latitude 5550)
Information Technology	2 printers
Information Technology	5 Mitel 5330E Phones
Information Technology	1 copier (Leased)
Information Technology	1 HP\Aruba 2530-48G-PoEP Switch
Information Technology	1 Aruba 205 Access Point
Information Technology	1 Meraki MX64 Firewall

Exhibit D

Contested Permitted Encumbrances

None.

Exhibit 2.5(a)(i)

Bill of Sale

GENERAL BILL OF SALE AND ASSIGNMENT

THIS GENERAL BILL OF SALE AND ASSIGNMENT (“**Bill of Sale**”) is entered into as of January 1, 2019, by and among Seton Family of Hospitals, a Texas nonprofit corporation (“**Buyer**”) and the Seller on the signature pages hereto (“**Seller**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated December __, 2018, by and among Buyer and Seller (the “**Purchase Agreement**”).

RECITALS

A. Pursuant to the Purchase Agreement, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller, the Purchased Assets.

B. The parties are entering into this Bill of Sale to satisfy a condition to the Closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale and Assignment. Effective as of 12:00 a.m., Central time, as of the date hereof, Seller hereby irrevocably and unconditionally sells, assigns, conveys, transfers and delivers to Buyer, its successors and assigns forever, all of Debtors’ right, title and interest to the Purchased Assets, free and clear of all Encumbrances, and the Assumed Contracts, free and clear of all Encumbrances, to have and to hold the same and each and all thereof unto Buyer, its successors and assigns forever, to its own use and benefit forever.

2. Further Assurances. Seller covenants that he will do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices and assurances reasonably necessary or appropriate to assure fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges relating to the Purchased Assets and Assumed Contracts intended to be conveyed to Buyer pursuant to the transactions contemplated by the Purchase Agreement.

3. Waiver. No waiver of any term or condition of this Bill of Sale shall be valid or enforceable unless and until made in writing and signed by all parties hereto. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach, provision or requirement on any other occasion.

4. Amendment. This Bill of Sale may be modified or amended only by a written instrument duly executed by each of the parties hereto.

5. Counterparts and Facsimile Signatures. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto. Facsimile signatures or a PDF copy of the signature of any party hereto on this Bill of Sale shall be deemed to be original signatures for all purposes.

6. No Third Party Beneficiary. The terms and provisions of this Bill of Sale are intended solely for the benefit of the parties hereto and their respective permitted successors and assigns or delegates, and it is not the intention of the parties to confer, and, this Bill of Sale shall not confer, third party beneficiary rights upon any other person or entity.

7. Binding Effect. Subject to provisions herein to the contrary, this Bill of Sale shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and permitted assigns and delegates.

8. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Texas and the bankruptcy laws of the United States, without regard to conflicts of laws principles.

9. Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter. No provision of this Bill of Sale shall be interpreted for or against any party hereto on the basis that such party was the draftsman of such provision, each party having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Bill of Sale.

10. Headings. The divisions of this Bill of Sale into sections and the use of the captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Bill of Sale.

11. Conflicts Between Agreements. This Bill of Sale is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof (including, without limitation, the schedules and exhibits thereto), which are incorporated herein by reference. Nothing contained in this Bill of Sale shall be deemed to expand, impair, supersede, modify, limit, extend, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities of any party under the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. If any conflicts exist between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control.

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

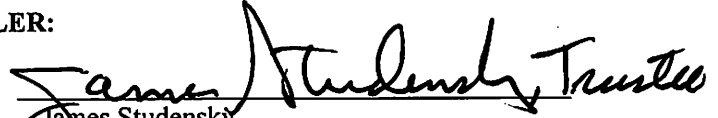
BUYER:

SETON FAMILY OF HOSPITALS

By: *W. Andrew Davis*
Name: W. Andrew Davis
Title: President and CEO

SELLER:

By:


James Studensky
Chapter 7 Trustee

CUSTODIAN OF MEDICAL RECORDS AGREEMENT

This Custodian of Medical Records Agreement (“Agreement”) is made as of December [●], 2018 (“Effective Date”), by and between Seton Family of Doctors (“SFOD”) and Little River Medical Group and James Studensky, Chapter 7 Trustee (collectively, the “Transferor”) for the bankruptcy estates of Little River Healthcare Holdings, LLC, Rockdale Blackhawk, LLC, Little River Healthcare – Physicians of King’s Daughters, LLC, Compass Pointe Holdings, LLC, Timberlands Healthcare, LLC, King’s Daughters Pharmacy, LLC, Cantera Way Ventures, LLC, Little River Healthcare Management, LLC (collectively, the “Debtors”), (each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, one or more of the Debtors and Little River Medical Group have operated certain medical practices located in and around Temple, Texas, and in conjunction with the operations of the medical practices, one or more of the Debtors and Little River Medical Group have created and maintained certain patient medical records, including electronic copies of patient medical records (“Medical Records”);

WHEREAS, Transferor has decided to sell certain of the Debtors’ assets to affiliates of SFOD pursuant to that certain Asset Purchase Agreement and Bill of Sale dated December [●], 2018, by and between Seton Family of Hospitals and Transferor (“Asset Purchase Agreement” and “Bill of Sale,” respectively);

WHEREAS, pursuant to an Assignment and Assumption Agreement dated December [●], 2018, affiliates of SFOD will be assuming certain contracts held by Little River Healthcare Holdings, LLC; Rockdale Blackhawk, LLC; Little River Healthcare – Physicians of King’s Daughters, LLC; Timberlands Healthcare, LLC; King’s Daughters Pharmacy, LLC; Cantera Way Ventures, LLC; Compass Pointe Holdings, LLC; Little River Healthcare Management, LLC (“Assignment and Assumption Agreement”);

WHEREAS, it is reasonable to assume that, following the execution of the Asset Purchase Agreement, Bill of Sale, and Assignment and Assumption Agreement, patients treated by one or more of the Debtors and Little River Medical Group at locations subject to the Asset Purchase Agreement, Bill of Sale, and Assignment and Assumption Agreement may receive care from SFOD or its affiliates; and

WHEREAS, in order to promote continuity of care, and otherwise promote the convenience and best interests of the patients, the Parties have agreed to transfer the Medical Records to SFOD, subject to Transferor’s right of access described herein, and subject to the other terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, Transferor and SFOD agree as follows:

1. **Establishment of Custodianship.** Transferor designates SFOD as the custodian of the Medical Records, and by executing this Agreement agrees to transfer ownership, possession, and control of the Medical Records to SFOD within 15 days of the Effective Date, subject to Transferor’s right of access described herein. SFOD hereby accepts the Medical Records and agrees to maintain the Medical Records in conformance with applicable federal and state laws, including the HIPAA Privacy and Security Rules. The term of this Agreement shall start on the Effective Date and continue until the date on which the last of the medical records is properly destroyed, after the applicable retention periods

identified in applicable state and federal laws or delivered to patients. The Parties agree that the Medical Records for which SFOD will serve as custodian are limited to those of former Little River Medical Group physicians, whether maintained on the Greenway Health electronic medical records platform or in paper form, and those paper and electronic medical records maintained for the facility known as Georgetown Imaging located at 1528 Leander Rd., Georgetown, TX 78628.

2. Access to Medical Records.

(a) SFOD hereby grants to Transferor and its affiliates, upon reasonable advance notice and during normal business hours, the permanent and unrestricted right to inspect and obtain copies of any or all such Medical Records for the purposes of treatment, payment or healthcare operations (which shall include defense of any medical malpractice claim). SFOD additionally agrees to make the contents of the Medical Records available to all third-party payors upon request and in accordance with applicable law, to provide copies of the Medical Records to all third-party payors, and to ensure any charges for medical records are consistent with applicable law. For copying purposes, SFOD will permit Transferor to temporarily take physical possession of such Medical Records with Transferor being responsible for copying costs.

(b) Notwithstanding anything herein to the contrary, SFOD shall not make the contents of the Medical Records available to any Party except as required under Section 2(a) above, unless the transfer or release of the Medical Records is made pursuant to a written patient authorization; pursuant to a valid court order, subpoena, or similar legal process in accordance with applicable law; or is otherwise permitted or required by law.

(c) Transferor agrees to provide or arrange for the provision of access to and copies of medical, clinical, and other records on or maintained on its Cerner electronic medical records platform, as reasonably requested by Buyer, that relate to the operation of assets that SFOD or its affiliate acquire under the Asset Purchase Agreement and Bill of Sale.

3. Maintenance of Medical Records. SFOD hereby agrees to retain all Medical Records at least as long as required by applicable law.

4. HIPAA Compliance. Simultaneously with the execution of this Agreement, the Parties have entered into a Business Associate Addendum, in the form attached hereto as Attachment 1 and incorporated herein, and agree to comply with the terms and conditions of such Business Associate Addendum.

5. Indemnification. SFOD will indemnify, defend and hold harmless Transferor from and against any claim, liability, obligation, loss, damage, assessment, judgment, cost or expense, including, without limitation, reasonable attorneys' fees, incurred by Transferor as a result of any breach by SFOD of this Agreement.

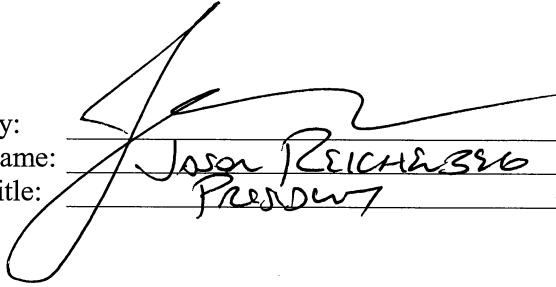
6. Compliance. The Parties will each perform this Agreement in compliance with all applicable laws. Furthermore, the Parties intend and in good faith believe that this Agreement complies with all applicable laws. If any Party reasonably believes that any provision of this Agreement is contrary to the provisions of said laws or any regulation or government interpretation thereof, then the Parties will in good faith attempt to reform this Agreement. Further, SFOD represents and warrants that SFOD is neither currently nor has ever been temporarily or permanently debarred, excluded or determined ineligible from participation in governmental payor programs (e.g., Medicare, Medicaid).

7. Term and Termination. The term of this Agreement shall begin on the Effective Date

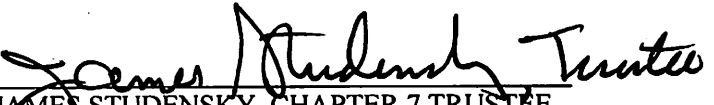
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SFOD:

SETON FAMILY OF DOCTORS

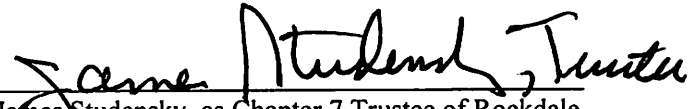
By: 
Name: Jason REICHERT
Title: PRESIDENT

TRANSFEROR:



JAMES STUDENSKY, CHAPTER 7 TRUSTEE

LITTLE RIVER MEDICAL GROUP



James Studensky, as Chapter 7 Trustee of Rockdale
Blackhawk, LLC, the sole shareholder of Little River
Medical Group.

ATTACHMENT 1
to
CUSTODIAN OF MEDICAL RECORDS AGREEMENT

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the “Addendum”) is entered into, effective as of _____ by and between SFOD (“Business Associate”) and Transferor (“Covered Entity”) and adds to the underlying Custodian of Medical Records Agreement dated _____ (the “Agreement”) entered into between Business Associate and Covered Entity.

Pursuant to the Agreement, Business Associate may perform functions or activities on behalf of Covered Entity involving the use, disclosure, transmission, or maintenance of protected health information created or received by Business Associate on behalf of Covered Entity (“PHI”). Therefore, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum.

1. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and any amendments or implementing regulations, (collectively “HIPAA Rules”).
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
3. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may provide data aggregation services related to the health care operations of Covered Entity and to use and disclose PHI for the proper management and administration of Business Associate, in accordance with 45 C.F.R. § 164.504(e)(4). Business Associate may de-identify PHI.
4. **Limitations on Use and Disclosure of PHI.** Business Associate shall not use or disclose PHI in any manner that is not permitted by this Addendum or that would violate 45 C.F.R. Part 164, Subpart E (“Privacy Rule”) if done by Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule. Covered Entity shall not request Business Associate to take any action that would violate the HIPAA rules if done by Covered Entity.
5. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards and comply with 45 C.F.R. Part 164, Subpart C (“Security Rule”) with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
6. **Reporting to Covered Entity.** Business Associate shall promptly report to Covered Entity: (a) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware; (b)

any breach of unsecured PHI in accordance with 45 C.F.R. Part 164, Subpart D (“Breach Notification Rule”); and (c) any security incident of which it becomes aware. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
9. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Amendment of PHI.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and HITECH.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528 and HITECH.
13. **Other Obligations.** To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to Covered Entity in the performance of such obligations.
14. **Covered Entity Obligations.** Covered Entity shall not agree to any restrictions on the use or disclosure of PHI that may adversely affect Business Associate and shall notify Business Associate immediately of any restrictions on the use or disclosure of PHI.
15. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered

Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.

16. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. **Breach of Addendum.** Either party may: (i) immediately terminate the Agreement if it determines that the other party has violated a material term of this Addendum; or (ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching has in the Agreement, this Addendum, or by operation of law or in equity.
18. **Effect of Termination of Agreement.** Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.
19. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. **Third Party Rights.** The terms of this Addendum do not grant any rights to any parties other than Business Associate and Covered Entity.
21. **Independent Contractor Status.** For the purposes of this Addendum, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
22. **Changes in the Law.** The parties shall amend this Addendum to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, and the HIPAA Rules.
23. **Conflicts.** If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

Schedule 3.3(b)

Sellers' Consents

None.

Schedule 3.5

Practice Permits

1. Registrations for any laboratory or imaging equipment at any of the Facilities (as defined in the attached Asset Purchase Agreement).
2. Accreditation or certification for laboratory or imaging equipment, like MRI, if applicable, at any of the Facilities.

Schedule 4.2

Buyer Consents

None.