



SO ORDERED.

SIGNED July 29, 2016.


ROBERT SUMMERHAYS
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
Lafayette Division

IN RE: CASE NO. 16-50740
PROGRESSIVE ACUTE CARE, LLC, et al. CHAPTER 11
DEBTORS JOINTLY ADMINISTERED

ORDER APPROVING MOTION UNDER 11 U.S.C. §§ 363(b) AND (f) AND 365 FOR: (I) PRELIMINARY ORDER (i) APPROVING BIDDING PROCEDURES AND STALKING HORSE BID AND FEE, (ii) PRESCRIBING NOTICE REQUIREMENTS, AND (iii) SETTING HEARING DATE, TIME AND PLACE FOR AUCTION SALE OF DEBTORS' PROPERTY; AND, FOR (II) ORDER APPROVING SALE OF ASSETS AND ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS AND LEASES AND AMOUNTS OF CURE, IF ANY, RELATING THERETO

On July 26, 2016, the Court conducted a hearing to consider the *Motion Under 11 U.S.C. §§ 363(b) and (f) and 365 for: (I) Preliminary Order (i) Approving Bidding Procedures and Stalking Horse Bid and Fee, (ii) Prescribing Notice Requirements, and (iii) Setting Hearing Date, Time and Place for Auction of Debtors' Property; and, for (II) Order Approving Sale of Assets and Assumption and Assignment of Certain Contracts and Leases and Amounts of Cure, if any, Related Thereto* (the "Motion") filed by Progressive Acute Care, LLC ("PAC"), Progressive Acute Care Avoyelles, LLC ("PAC Avoyelles"), Progressive Acute Care Oakdale, LLC ("PAC Oakdale") and

Progressive Acute Care Winn, LLC (“PAC Winn”) as debtors and debtors-in-possession (collectively, the “Debtors”). The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; (iv) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. This Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory bases for the relief requested in the Motion are: (i) Bankruptcy Code §§ 105, 363, and 365 and (ii) Bankruptcy Rules 2002(a)(2), 6004, and 6006.

C. Notice of the Motion is sufficient in light of the circumstances and the nature of the relief requested in the Motion.

D. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

E. The Debtors have articulated good and sufficient reasons for this Court to approve: (i) the Bidding Procedures; (ii) the Stalking Horse APA and Break Up Fee; (iii) the form of Asset Purchase Agreement attached hereto as Exhibit 1; (iv) the scheduling of an Auction; (v) setting of

the Sale and Assignment Hearing and manner of notice of the Auction and Sale and Assignment Hearing; and (vi) the procedures (“Assumption and Assignment Procedures”) for the assumption and assignment of the Assumed Contracts, including notice of proposed Cure Amounts.

F. Notice of Sale. This Order and the Auction and Sale and Assignment Notice substantially in the form attached as Exhibit 2 to this Order, are reasonably calculated and sufficient to provide interested parties with timely and proper notice of the proposed Sale, including, without limitation: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures; (iii) the deadline for filing objections to the Sale and entry of the Sale Order and the Order approving the assumption and assignment of the Assumed Contracts, and the date, time, and place of the Sale and Assignment Hearing; (iv) reasonably specific identification of the Purchased Assets to be sold; (v) a description of the Sale as being free and clear of liens, claims, encumbrances and other interests, with all such liens, claims, encumbrances and other interests attaching with the same validity and priority to the Sale proceeds; and (vi) notice of the proposed Assumption and Assignment Procedures, and, except as provided herein, no other or further notice of the Sale or the assumption and assignment of the Assumed Contracts shall be required.

G. Assumption and Assignment Procedures. This Order, the Auction and Sale and Assignment Notice substantially in the form attached as Exhibit 2 to this Order, the Assumption and Assignment Procedures set forth herein, and, if necessary, the supplemental Assumption and Assignment Notice substantially in the form attached as Exhibit 4 to this Order, are reasonably calculated to provide Contract Counterparties to any executory Contracts and/or Leases to be assumed by the Debtors and assigned to the Successful Bidder(s) with proper notice of the intended assumption and assignment of its Contracts and/or Leases, the procedures in connection therewith, and any Cure Amounts relating thereto.

H. Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein. All capitalized terms used herein but otherwise not defined shall have the meanings set forth in the Motion, the Stalking Horse APA, or the Bidding Procedures, as applicable.

2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion, are overruled.

A. Important Dates and Deadlines

3. Sale and Assignment Hearing. The Sale and Assignment Hearing shall commence on August 26, 2016, at 10:00 a.m. (Central Time) before the Honorable Robert Summerhays, United States Bankruptcy Judge, Western District of Louisiana, at the United States Bankruptcy Court, 214 Jefferson Street, Suite 100, Lafayette, LA 70501-7050.

4. Objection Deadline. Objections, if any, to the Sale of the Assets, the assumption and assignment of the Assumed Contracts, or the Cure Amount for each, or any relief requested in the Motion other than the relief granted by this Court in this Order must be filed with the Court and served no later than 5:00 p.m. (Central Time) on August 16, 2016. Objections solely with respect to the events at the Auction (if any) or the sale to a bidder other than the Stalking Horse Bidder (including with respect to any additional contracts to be assumed and assigned to such bidder) shall be filed on or before 5:00 p.m. (Central Time) on August 24, 2016. Each objection shall state the legal and factual basis of such objection and may be orally supplemented at the relevant hearing.

5. Bid Deadline. All bids by any third party interested in acquiring some or all of the Assets must be actually received by the parties specified in the Bidding Procedures on or prior to August 19, 2016, at 12:00 p.m. (Central Time) (the "Bid Deadline").

6. Auction. If necessary, an Auction with respect to the Purchased Assets will be conducted by the Debtors at the law office of Steffes, Vingiello & McKenzie, LLC, 13702 Coursey Blvd., Building 3, Baton Rouge, Louisiana, on August 22, 2016, at 10:00 a.m. (Central Time); or, at such other location designated by the Debtors, advance notice of which shall be provided to all Auction attendees. As set forth more fully in the Bidding Procedures, only the Debtors, the Stalking Horse Bidder, the Committee, each Qualified Bidder who submitted a Qualified Bid, Business First Bank, and each of their representatives and professionals shall be entitled to attend the Auction, and only the Stalking Horse Bidder and Qualified Bidders who submitted a Qualified Bid shall be entitled to bid at the Auction.

B. Auction, Bidding Procedures, and Related Relief

7. The Bidding Procedures, attached hereto as Exhibit 3, are hereby authorized, approved and made part of this Order as if fully set forth herein. The Bidding Procedures shall govern the submission, receipt, and analysis of all bids relating to the proposed Sale of Assets. Any party desiring to bid on Assets shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures.

8. As set forth in the Bidding Procedures, a Qualified Bidder shall confirm that it has not engaged in any collusion with respect to the bidding or the Sale.

9. In the event the Debtors timely receive one or more Qualified Bids, the Debtors will conduct an Auction to request additional competitive bids from Qualified Bidders with respect to the Debtors' Assets in accordance with the Bidding Procedures.

10. If the Debtors do not receive any Qualified Bids, the Debtors shall report the same to the Court by 5:00 p.m. (Central Time) on August 19, 2016.

11. As set forth in the Bidding Procedures, subject to the final determination of this Court, the Debtors are authorized to determine, in their business judgment and pursuant to the

Bidding Procedures, and in consultation with the Official Committee of Unsecured Creditors, SOLIC Capital Advisors, LLC, and Business First Bank, which of the bids is the highest or otherwise best bid and the Successful Bidder and/or Reserve Bidder.

C. Assumption and Assignment Procedures

12. The following procedures regarding the assumption and assignment of the Contracts and Leases in connection with the Sale are hereby approved to the extent set forth herein, and shall govern the assumption and assignment of all Contracts and/or Leases proposed to be assumed by the Debtors pursuant to Bankruptcy Code § 365(b) and assigned to the Successful Bidder following a Sale pursuant to Bankruptcy Code § 365(f) (as defined in the Motion, the “Assumed and Assigned Contracts”).

13. After entry of this Order, the Debtors shall serve on all Contract Counterparties the Auction and Sale and Assignment Notice substantially in the form attached hereto as Exhibit 2, that identifies, to the extent applicable, (i) the Contract(s) and/or Lease(s) proposed to be assumed by the Debtors and assigned to the Successful Bidder; (ii) the name and address of the Contract Counterparty thereto; (iii) notice of the proposed effective date of the assignment (subject to the right of the Debtors and Purchaser to withdraw such request for assumption and assignment of the Assumed Contract(s) prior to the Closing); (iv) the amount, if any, determined by the Debtors to be necessary to be paid to cure any existing default in accordance with Bankruptcy Code §§ 365(b) and 365(f)(2) (the “Cure Amount”); and (vi) the deadlines by which any such Contract Counterparty must file an objection to the proposed assumption and assignment of any Assumed and Assigned Contract; provided, however, that the presence of any Contract or Lease on an Assumption and Assignment Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease.

14. If a Qualified Bidder adds any additional executory contracts or leases to those set forth in the Stalking Horse APA, then within 48 hours after the Bid Deadline, the Debtors shall file with the Court and serve by facsimile, electronic transmission, or overnight mail on the Contract Counterparty (and its attorney, if known) to each additional Assumed Contract identified by a Qualified Bidder in its Qualified Bid a copy of this Order, the original Auction and Sale and Assignment Order, and the supplemental Assumption and Assignment Notice substantially in the form attached as Exhibit 4 to this Order (i) identifying the Qualified Bidder; (ii) stating which additional Contract(s) and/or Lease(s) will be assumed and assigned pursuant to each Qualified Bid; (iii) the Cure Amount, if any, associated with each additional assumed Contract or Lease; (iv) giving notice that any objections to the proposed assumption and assignment, including the Cure Amount, for such additional Assumed Contracts must be filed by the Objection Deadline; and (v) containing a statement as to the Qualified Bidder's ability to perform the Debtors' obligations under the applicable Assumed Contracts.

15. As soon as practicable after the conclusion of the Auction, the Debtors shall file with the Court and serve by facsimile, electronic transmission, overnight, or first class mail on the Contract Counterparty (and its attorney, if known) to each Assumed and Assigned Contract an additional notice: (a) identifying the Successful Bidder and (b) stating which Contract(s) and/or Lease(s) will be assumed and assigned pursuant thereto.

16. All objections to the assumption and assignment of any Assumed Contract, including, without limitation, any objection to the Debtors' proposed Cure Amount or the provision of adequate assurance of future performance under any Assumed Contract pursuant to Bankruptcy Code § 365 ("Adequate Assurance") must: (a) be filed and served no later than 5:00 p.m. (Central Time) on August 16, 2016; (b) identify the Contract(s) or Lease(s) to which the objector is party; (c) describe with particularity any cure the objector contends is required under Bankruptcy Code § 365

(the “Cure Claim”) and identify the basis of the alleged Cure Claim under the Contract or Lease; (d) attach all documents supporting or evidencing the Cure Claim; and (e) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance. Objections with respect to additional Contracts and/or Leases to be assumed and assigned in conjunction with a sale to a bidder other than the Stalking Horse Bidder must meet the foregoing requirements except that they must be filed and served no later than 5:00 p.m. (Central Time) on August 24, 2016. (Collectively, the “Assigned Contract Objection Procedures.”)

17. If no objection is timely and properly filed and served in accordance with the Assigned Contract Objection Procedures, (a) the Cure Amount set forth in the original Auction and Sale and Assignment Order, and the supplemental Assumption and Assignment Notice, as the case may be, shall be controlling notwithstanding anything to the contrary in any Assumed Contract or other document and the Contract Counterparty thereto shall be forever barred from asserting any other claim against the Debtors, their estates, or Purchaser with respect to such Assumed Contract arising prior to the assignment thereof and (b) the Purchaser’s promise to perform under the Assumed Contract shall be deemed Adequate Assurance thereunder. To the extent the Debtors dispute any Cure Claim, such dispute shall be presented to the Court at the Sale and Assignment Hearing, or such later date and time as the Debtors and the objector may agree or the Court may order, but such dispute shall not affect in any way the effectiveness of any assumption and assignment of any Assumed Contract.

D. Auction and Sale Notice

18. The Auction and Sale and Assignment Notice attached as Exhibit 2 is hereby approved. The Debtors shall cause the Auction and Sale and Assignment Notice to be served on or before July 29, 2016 on: (i) the persons who have previously expressed an interest in purchasing the

Assets, (ii) the persons whom the Debtors and/or their counsel or financial advisors believe may have an interest in purchasing the Assets, (iii) all Counterparties to the Assumed Contracts, and (iv) all of Debtors' creditors and other parties in interest who have requested Notice in this case.

E. Miscellaneous

19. The Debtors are authorized to take all actions necessary and appropriate to implement and effectuate the relief granted pursuant to this Order in accordance with the Motion and to expend such sums of money and do other things as may be necessary and appropriate to comply with the requirements established by the Bidding Procedures and this Order.

20. In the event of any conflict between this Order and any applicable asset purchase agreement pertaining to a Qualified Bid, the terms of this Order shall control.

21. Any stay of this Order, whether arising from Bankruptcy Rules 6004 and/or 6006 or otherwise, is hereby expressly waived and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

22. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

###

Respectfully submitted by:
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Asset Purchase Agreement

by and among

**PROGRESSIVE ACUTE CARE, L.L.C.
PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C.
PROGRESSIVE ACUTE CARE WINN PARISH, L.L.C.
AND
PROGRESSIVE ACUTE CARE OAKDALE, L.L.C.**

and

CENTRAL LOUISIANA HOSPITAL GROUP, LLC

Dated as of July 14, 2016.

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- Exhibit B Assignment and Assumption Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of July 13, 2016 (this “Agreement”), between Progressive Acute Care, L.L.C. (“PAC”), a South Carolina limited liability company and Progressive Acute Care Avoyelles, L.L.C. (“PAC-A”), Progressive Acute Care Winn Parish, L.L.C. (“PAC-W”), Progressive Acute Care Oakdale, L.L.C. (“PAC-O”), all Louisiana limited liability companies the “Sellers” or the “Seller Group”, and Central Louisiana Hospital Group, LLC a Louisiana limited liability company (“Purchaser”).

WHEREAS, each of Sellers has become a debtor-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on or around May 31, 2016 (the “Petition Date”), in the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division, (the “Bankruptcy Court”) and Sellers’ cases have administratively consolidated as Case No. 16-50740 on the docket of the Bankruptcy Court (the “Bankruptcy Case”); and

WHEREAS, Seller Group owns and operates three hospitals (the “Hospitals”) including Winn Parish Medical Center located in Winnfield, Louisiana; Avoyelles Hospital located in Marksville, Louisiana; and Oakdale Community Hospital located in Oakdale, Louisiana.

WHEREAS, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. Without limiting

the generality of the foregoing, the members of Seller and any Person under common control with a member shall be considered an Affiliate of Sellers.

“Bidding Procedures Order” means an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and Sellers, that, among other things, (i) establishes procedures for the submission of Competing Bids (ii) approves the Break-Up Fee and Expense Reimbursement on the terms and conditions set forth in Section 7.1 hereof and (iii) authorizes and schedules a public auction for the sale of the Purchased Assets and establishes procedures with respect to such auction.

“Business” means the ownership of the Hospitals.

“Business Day” means any day of the year on which national banking institutions in Louisiana are open to the public for conducting business and are not required or authorized to close.

“CMS” means the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any written contract, indenture, note, bond, lease, license or other agreement, other than a real property lease, a personal property lease or an Intellectual Property License.

“Copyrights” means all copyrights and registrations and applications therefore and works of authorship, and mask work rights that are used by Sellers in connection with the Business as of the date hereof.

“Creditors’ Committee” means the official committee of unsecured creditors of Sellers, if any, appointed in connection with the Bankruptcy Case.

“LDH” means the Louisiana Department of Health.

“Documents” means all files, Patient Records, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related exclusively to the Business and the Purchased Assets in each case whether or not in electronic form.

“Employees” means all individuals, as of the date hereof, whether or not actively at work as of the date hereof, who are employed by PAC-A, PAC-O, and PAC-W in the conduct of the Business, together with individuals who are hired in respect of the conduct of the Business after the date hereof and prior to the Closing, except that

“Employees” shall not include individuals who regularly perform administrative functions for Sellers relating to both the Business and in any material respect any of the Other Businesses and shall not include any officer of Sellers or employees of PAC.

“Environmental Law” means any foreign, federal, state or local statute, regulation, ordinance, or rule of common law currently in effect relating to the protection of human health and safety or the environment or natural resources including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and the regulations promulgated pursuant thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Contracts” means the Contracts relating to the Business set forth on Schedule 1.1(a).

“Final Order” means an order of the Bankruptcy Court: (a) as to which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review or to move for reargument, rehearing, reconsideration or stay has expired and as to which no appeal, petition for writ of certiorari, or other appellate review, or proceedings for reargument, rehearing, reconsideration or stay shall then be pending; or (b) as to which any right to appeal, petition for certiorari, or move for reargument, rehearing or stay shall have been waived in writing by all parties with such right; or (c) in the event that an appeal, writ of certiorari, or other appellate review or reargument, rehearing, reconsideration or stay thereof has been sought, which order shall have been affirmed by the highest court to which such order was appealed or from which writ of certiorari or other appellate review or reargument, rehearing, reconsideration or stay was sought, and as to which the time to take any further appeal, to petition for writ of certiorari, to otherwise seek appellate review, and to move for reargument, rehearing, reconsideration or stay shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

“FMP” or “Full Medicaid Pricing,” also referred to as “Full Medicaid Payment,” means supplemental payments to which one or more of the Hospitals is entitled to receive from the Louisiana Medicaid managed care organizations.

“Furniture and Equipment” means all furniture, fixtures, furnishings, hospital beds, machinery, appliances and other equipment and leasehold improvements owned by Sellers, used by Sellers in the conduct of the Business and located in the Ordinary Course of Business at the Owned Property or the property subject to the Real Property Leases, including all such desks, chairs, tables, Hardware, copiers, telephone lines,

telecopy machines and other telecommunication equipment (and, to the extent assignable by Sellers, the telephone numbers associated therewith used in the Ordinary Course of Business and not used in any of Sellers' Other Businesses), cubicles and miscellaneous office furnishings.

“GAAP” means generally accepted accounting principles in the United States as of the date hereof.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Hardware” means any and all computer and computer-related hardware, including, but not limited to, computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

“Healthcare Regulatory Consents” shall mean in respect of Sellers or Purchaser, as the case may be, such consents, approvals, authorizations, waivers, Orders, licenses or Permits of any Governmental Body as shall be required to be obtained and such notifications to any Governmental Body as shall be required to be given by such party in order for it to consummate the Contemplated Transactions in compliance with all applicable Law relating to health care or healthcare services of any kind and shall include, without limitation, obtaining any such consents, approvals, authorizations, waivers, Orders, licenses or Permits, or notices to, the LDH and DEA.

“Indebtedness” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

“Intellectual Property Licenses” means (i) any grant by Sellers to a third Person of any right to use any of the Purchased Intellectual Property owned by Sellers and (ii) any grant to Sellers of a right to use in connection with the Business any intellectual

property rights owned by any other Person, to the extent, and only to the extent, such right is transferable by Sellers (taking into consideration the provisions of Section 8.3).

“IRS” means the Internal Revenue Service.

“Knowledge of Sellers” (and “Seller’s Knowledge”) means the actual or imputed knowledge of those officers of Sellers identified on Schedule 1.1(b).

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto which may by law or contract be recovered from any obligor thereon.

“Lien” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement and transfer restriction under any agreement.

“Marks” means all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof.

“Material Adverse Effect” means (i) a material adverse effect on the assets, properties, operations or financial condition of the Business (taken as a whole), or (ii) a material adverse effect on the ability of Sellers to consummate the Contemplated Transactions or to perform their obligations under this Agreement, other than an effect resulting from an Excluded Matter. “Excluded Matter” means any one or more of the following: (i) the effect of any change in the United States or foreign economies or securities or financial markets in general; (ii) the effect of any change that generally affects any industry in which Sellers operate (including a general adverse change in medical reimbursement rates); (iii) the effect of any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof; (iv) the effect of any action taken by Purchaser or its Affiliates with respect to the Contemplated Transactions or with respect to Seller, including their respective employees; (v) any matter of which Purchaser is aware on the date hereof; (vi) the effect of any changes in applicable Laws or accounting rules; or (vii) any effect resulting from the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the Contemplated Transactions; or (viii) any effect resulting from the filing of the Bankruptcy Case and reasonably anticipated effects thereof or Sellers’ compliance with the Bankruptcy Code.

“Medicaid” means the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. Sections 1396 et seq., as amended) and applicable Louisiana statutes and administered by LDH.

“Medicare” means the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. Sections 1395 et seq., as amended) and administered by CMS.

“Order” means any order, injunction, judgment, decree, ruling, consent, approval, writ, assessment or arbitration award of the Bankruptcy Court or other Governmental Body.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, subject, however, in respect of the period after the Petition Date, to those actions necessary and incident to the Bankruptcy Case and to comply with the Bankruptcy Code.

“Owned Property” means the property and improvements set forth on Schedule 1.1(c).

“Patents” means all patents and applications therefore owned by the Sellers, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon.

“Patient Records” shall mean any Documents containing information concerning medical or behavioral health services provided to, or the medical or behavioral health of any individual, or that are otherwise subject to regulation under the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated pursuant thereto, including the Transaction Code Set Standards, the Privacy Rules and the Security Rules set forth at 45 C.F.R. Parts 160 and 164.

“Permits” means any approvals, authorizations, consents, licenses, permits, provider numbers, certificates of need, certificates of exemption, franchises, accreditations, registrations or certificates of a Governmental Body or other regulatory entity.

“Permitted Exceptions” means; (i) all defects, exceptions, restrictions, easements, encroachments, covenants, reservations, declarations, state of facts depicted in surveys and rights of way disclosed in policies of title insurance, surveys and other related documentation that have been made available to Purchaser (ii) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefore; (iv) zoning, entitlement and other land use and environmental regulations or designations by any Governmental Body provided that such regulations or designations have not been violated; (vi) title of a lessor under a capital or operating lease;.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Personal Property Leases” means any lease by Sellers of personal property, including Equipment, used (i) primarily in connection with the Business and (ii) not used to a material degree in any of Sellers’s Other Businesses.

“PTO Liability” means the value, as of the Closing, of all accrued paid time off hours for all Sellers’ employees being hired by the Purchaser based on current wage rates calculated as shown on Schedule 1.1(d).

“Purchased Intellectual Property” means all intellectual property rights (other than rights under an Intellectual Property License) owned by Sellers and used by Sellers (i) primarily in connection with the Business and (ii) not used to a material degree in any of Sellers’s Other Businesses, including any in the form of or arising from or in respect of Patents, Marks, Copyrights, Software or Technology.

“Real Property Leases” means any lease by Sellers of immovable property and improvements thereon used (i) primarily in connection with the Business and (ii) not used to a material degree in any of Sellers’ other businesses.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or leaching into the indoor or outdoor environment, or into or out of any property.

“Sale Motion” means the motion or motions of Sellers, in form and substance reasonably acceptable to Purchaser and Sellers, seeking approval and entry of the Sale Order.

“Sale Order” shall be an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Sellers approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Sellers to consummate the Contemplated Transactions. Without limiting the generality of the foregoing, such order shall find and provide, among other things, that (i) the Purchased Assets sold to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens (other than Liens created by Purchaser and Permitted Exceptions) and claims, such Liens and claims to attach to the Purchase Price; (ii) Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions; (iv) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof as provided in Section 13.4 hereof; and (v) this Agreement and the Contemplated Transactions may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Sellers or any chapter 7 or chapter 11 trustee of Sellers; the Sale Order (or a separate order of the Bankruptcy Court if necessary) shall

also approve the assumption and assignment of the Real Property Leases, Personal property Leases, and other contracts to be acquired by Purchaser as set forth in Section 2.1

“Software” means, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Tax Authority” means any state or local government, or agency, instrumentality or employee thereof, charged with the administration of any law or regulation relating to Taxes.

“Taxes” means (i) all federal, state, local or foreign taxes, charges or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business, other than any in the form of Software.

1.2 Terms Defined Elsewhere in this Agreement. Other terms used in this Agreement have meanings set forth in the sections where such terms are defined.

1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Periods. When calculating the period of time before which, within which or following which any act is to be done or step

taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(b) The parties hereto have been advised by counsel, and have participated jointly, in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted in its entirety by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, acquire and accept from each Sellers, and each of Sellers shall sell, transfer, assign, convey and deliver to Purchaser (the "Contemplated Transactions"), all of such Sellers's respective right, title and interest in, to and under the Purchased Assets, free and clear of any and all Liens or adverse claims other than Permitted Exceptions. "Purchased Assets" shall mean the following assets of Sellers (but excluding Excluded Assets as defined in Section 2.2 below) existing as of the Closing:

(a) all rights of Sellers to each Owned Property except the Excluded Owned Properties listed in Section 2.2(d) and, subject to Section 2.5, each Real Property Lease, together with all improvements and fixtures thereto and other appurtenances and rights in respect thereof;

(b) (i) the Furniture and Equipment, (ii) the tools, spare parts, supplies and other tangible personal property owned by Sellers, used by Sellers in the conduct of the Business and located in the Ordinary Course of Business at the Owned Property or the property subject to the Real Property Leases (excluding, however, any tangible personal property identified on Schedule 2.1(b)) and (iii) the vehicles identified on Schedule 2.1(b)(iii) (the “Purchased Vehicles”) and (iv) subject to Section 2.5, the Personal Property Leases identified in Schedule 2.1(b)(iv), other than any identified on Schedule 2.2(g) to be Excluded Assets;

(c) (i) the Purchased Intellectual Property, (ii) the rights of Sellers as licensor under the Intellectual Property Licenses identified in Schedule 2.1(c) and, subject to Section 2.5, all rights of Sellers as licensee under any Intellectual Property Licenses used by Sellers (the “Purchased Intellectual Property Licenses”);

(d) any accounts receivable owned by Sellers, excluding i) any payments due for the Hospitals’ 2015 CMS Medicare cost reports and ii) amounts due for any FMP payments attributable to services rendered by the Hospitals for periods prior to September 1, 2016;

(e) all bank accounts of the Sellers, all cash, cash equivalents, bank deposits or similar cash items of Sellers as of the Closing Date (reserving to Sellers all cash and bank deposits held by Sellers as of 5:00 PM the day before the Closing Date), all securities owned by Sellers as of the Closing Date including all pre-petition deposits (including customer deposits and security deposits for rent, electricity, telephone or other utilities and deposits posted under any Purchased Contract);

(f) subject to Section 2.5, the Contracts set forth on Schedule 2.1(d) (the “Purchased Contracts”) inclusive of, but not limited to (i) the Sellers’s CPSI contract and contracts relating to equipment leases and medical records storage (ii) the Seller’s professional liability insurance policies;

(g) subject to the provisions of Section 8.8, all Documents that are used in, held for use in or intended to be used in, or that arise primarily out of, the Business, including patient medical records, Documents relating to the services provided by the Business, the marketing of the Business’s services (including advertising and promotional materials), Purchased Intellectual Property, personnel files for and files including credit information and supplier lists;

(h) all Permits used by Sellers in the Business to the extent assignable;

(i) all of Sellers’s Medicare or Medicaid and other payor provider numbers and agreements to the extent assignable;

(j) all rights of Sellers, to the extent transferable, under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to services provided to Sellers after the Closing or to the extent affecting any Purchased Assets, other than any warranties, representations and guarantees pertaining to any Excluded Assets; and

(k) all goodwill and other intangible assets associated with the Business, including customer and supplier lists and the goodwill associated with the Purchased Intellectual Property;

(l) any claim, right or interest of Sellers in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof).

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and each Seller shall retain all of its respective right, title and interest to, in and under the Excluded Assets. “Excluded Assets” shall mean all assets, properties, interests and rights of each Seller other than the Purchased Assets as set forth below:

(a) all cash, cash equivalents, bank deposits or similar cash items of Seller as of 5:00 PM and any and all post-petition deposits on the day before the Closing Date

(b) the Excluded Contracts;

(c) any payments due for the Hospitals’ 2015 CMS Medicare cost reports

(d) FMP payments attributable to services rendered by the Hospitals prior to September 1, 2016;

(e) The building and real property located at 140 Hospital Drive, Oakdale, Louisiana 71463 (collectively the “Excluded Owned Properties”)

(f) the Tangible Personal Property listed on Schedule 2.2(f);

(g) the Personal Property Leases identified on Schedule 2.2(g);

(h) any intellectual property rights of any Sellers other than the Purchased Intellectual Property; it being understood that Sellers shall not convey, and Purchaser shall not acquire, pursuant to this Agreement any right in or to any website or e-mail address owned or used by Sellers (whether or not used in the Business);

(i) any other books and records that Sellers are required by Law to retain or that Sellers determines are necessary or advisable to retain including, without limitation, Tax Returns, financial statements, and corporate or other entity filings; provided, however, that Purchaser shall have the right to make copies at its expense of any

portions of such retained books and records that relate to the Business as conducted before the Closing (except as prohibited by Law) or that relate to any of the Purchased Assets;

(j) any documents relating to proposals to acquire the Business by Persons other than Purchaser;

(k) any rights, claims, counterclaims, demands or causes of action of Seller against third parties relating to assets, properties, Business or operations of Seller, including any actions under chapter 5 of the Bankruptcy Code or applicable state law, arising out of events occurring prior to the Closing Date or arising out of the Closing, other than any arising under or pursuant to any warranties, representations and guarantees referred to in Section 2.1(j) or related in any way to any Purchased Asset, Assumed Liability, any Purchased Contract or any Contract assumed by Purchaser

(l) the amounts described in Section 3 and all other rights of each Seller under this Agreement, the Seller Documents and the Contemplated Transactions.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall assume, effective as of the Closing, and shall timely pay, perform and discharge in accordance with their respective terms all liabilities of Seller set forth below (collectively, the “Assumed Liabilities”). The Assumed Liabilities will be the following:

(a) subject to Section 2.5, all Liabilities of Seller under the Purchased Contracts, Personal Property Leases, Real Property Leases, Permits and Purchased Intellectual Property Licenses;

(b) all Liabilities under Sellers’s Medicare and Medicaid providers numbers and related provider agreements;

(c) all Liabilities from or related to any overpayments, duplicate payments, refunds, discounts or adjustments due to Medicare, Medicaid or any third-party payor programs which, as of the Closing Date, has been identified to be \$957,124;

(d) the Sellers’ unpaid liabilities for payroll, health insurance premiums, 401(k) withholdings and payroll taxes prior to Closing for the payroll period from August 13 to August 31, 2016;

(e) the PTO Liability; and

(f) all pre-closing professional liability claims.

2.4 Excluded Liabilities. Purchaser will not assume or be liable for any Excluded Liabilities. “Excluded Liabilities” shall mean those liabilities not set forth above including but not limited to the following Liabilities of Sellers:

(a) all Liabilities arising out of Excluded Assets, including Contracts to which Sellers are a party or by which it is bound that are not Purchased Contracts;

(b) workers' compensation claims or other employee benefit claims against Sellers of Employees that relate to the period ending on the Closing Date, irrespective of whether such claims are made prior to or after the Closing;

(c) accounts payable incurred in the Ordinary Course of Business existing on the Closing Date and not paid by Seller in the Ordinary Course of Business by the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable);

(d) all Liabilities disclosed in the Financial Statements;

(e) except as otherwise provided in Section 2.8 and Article XII, all Liabilities for Taxes of Sellers relating to the Purchased Assets for any Tax periods (or portions thereof) ending on or before the Closing Date; and

(f) all Liabilities relating to amounts required to be paid by Sellers hereunder.

2.5 Cure Amounts. Except as otherwise permitted by the next sentence of this paragraph, at the Closing and pursuant to Section 365 of the Bankruptcy Code, Sellers shall assume and assign to Purchaser, and Purchaser shall assume from Sellers, the Purchased Contracts, Personal Property Leases, Real Property Leases, Purchased Intellectual Property Licenses, and CMS provider numbers. The cure amounts, if any, as determined by the Bankruptcy Court, necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from any defaults on the part of Sellers under the Purchased Contracts, Personal Property Leases, Real Property Leases, Purchased Intellectual Property Licenses, and CMS provider numbers shall be paid by Purchaser (or Purchaser shall have delivered into escrow on terms reasonably acceptable to Sellers amounts sufficient to pay any claim therefore that remains disputed as of the Closing such amount as the Bankruptcy Court may determine) at or before the Closing, such that all Purchased Contracts, Personal Property Leases, Real Property Leases, Permits and Purchased Intellectual Property Licenses, and CMS provider numbers may be assumed by Sellers and assigned to Purchaser in accordance with section 365 of the Bankruptcy Code, and Sellers shall have no liability for any such cure amount. This Agreement shall not constitute an agreement to assign any Purchased Contracts, Personal Property Leases, Real Property Leases, Permits and Purchased Intellectual Property Licenses and CMS provider numbers if, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without obtaining a consent from any applicable third party, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee, and no breach of this Agreement shall have occurred by virtue of such nonassignment. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, such third party consent is required but not obtained, Sellers shall, at Purchaser's sole cost and expense, cooperate with Purchaser in any reasonable arrangement, including Purchaser's provision of credit support, designed to provide Purchaser the benefits and obligations of or under any such Purchased Contract, Personal Property Lease, Real Property Lease, Permit and Purchased Intellectual Property License; provided, however, that nothing in this Section 2.5 shall (i) require Sellers to make any

expenditure or incur any obligation on its own or on Purchaser's behalf or (ii) prohibit Sellers from ceasing operations or winding up its affairs following the Closing. Any assignment to Purchaser of Purchased Contracts, Personal Property Leases, Real Property Leases, Permits and Purchased Intellectual Property Licenses and CMS provider numbers that shall, after giving effect to sections 363 and 365 of the Bankruptcy Code, require the consent of any third party for such assignment as aforesaid shall be made subject to such consent being obtained.

2.6 Further Conveyances and Assumptions.

(a) From time to time following the Closing, Sellers, including the Sellers' bankruptcy estate, and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and the Seller Documents and to assure fully to Sellers and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement and the Seller Documents, and to otherwise make effective the Contemplated Transactions; provided, however, that nothing set forth in this Section 2.6(a) shall prevent or prohibit Sellers from ceasing operations or winding up its affairs after the Closing.

(b) In the event that Purchaser or its Affiliates receives any Excluded Assets (or any payments or proceeds related thereto) following the Closing or Sellers or any of its Affiliates receives any Purchased Asset, Purchaser or Sellers shall promptly deliver such assets (or any payments or proceeds related thereto) to the other party.

2.7 Bulk Sales Laws. Purchaser hereby waives compliance by Sellers with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser.

2.8 Sales and Transfer Taxes. Purchaser shall pay all Sales Taxes and Transfer Taxes due in connection with this sale of assets.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be an amount in cash equal to \$10,550,000 (the "Cash Payment") plus (a) the aggregate value outstanding on the assumed Personal Property Leases, (b) the amount of the Sellers' unpaid liabilities for payroll, health insurance premiums, 401(k) withholdings and payroll taxes at Closing, (c) the amount accrued for the PTO Liability through Closing, and (d) the

known estimated amounts due to CMS or LDH for all Medicare and Medicaid overpayments prior to Closing, net of any pending refunds for Medicare cost reports (other than the 2015 Medicare cost report) (collectively (the “Purchase Price”). If the PTO Liability is greater than \$765,000, then the Cash Payment shall be reduced on a dollar for dollar basis for the amount in excess of \$765,000. If the PTO Liability is less than \$565,000, then the Cash Payment shall be increased on a dollar-for-dollar basis for the amount below \$565,000. If the outstanding aggregate principal balance for all Assumed Personal Property Leases exceeds \$2,000,000, then the Cash Payment shall be reduced on dollar-for-dollar basis for the amount over \$2,000,000.

3.2 Purchase Price Deposit. Upon the execution of this Agreement, Purchaser shall immediately deposit with Steffes, Vingiello & McKenzie, LLC, in its capacity as escrow agent (the “Escrow Agent”), pursuant to that certain Escrow Agreement, dated as of the date hereof, by and among Purchaser, Sellers and the Escrow Agent (the “Escrow Agreement”), an amount equal to \$500,000 by wire transfer of immediately available funds (the “Escrowed Funds”), to be released by the Escrow Agent and delivered to either Purchaser or Sellers, in accordance with the provisions of the Escrow Agreement. Pursuant to the Escrow Agreement, the Escrowed Funds (together with all accrued investment income thereon) shall be distributed as follows:

(a) if the Closing shall occur, the Escrowed Funds shall be applied towards the Purchase Price payable by Purchaser to Sellers under Section 3.3 hereof and all accrued investment income thereon, if any, shall be delivered to Purchaser at the Closing or alternatively if such funds are not needed for Closing such funds shall be returned to Purchaser;

(b) if this Agreement is terminated by Sellers pursuant to Sections 4.4(d)(ii), the Escrowed Funds, together with all accrued investment income thereon, shall be delivered to Sellers; or

(c) if this Agreement is terminated pursuant to Section 4.4, other than by Sellers pursuant to any of Sections 4.4(d)(ii), the Escrowed Funds, together with all accrued investment income thereon, shall in each case be returned to Purchaser.

3.3 Payment of Purchase Price. On the Closing Date, Purchaser shall pay the Purchase Price to Sellers, which shall be paid by wire transfer of immediately available funds into an account designated by Seller and deposit in escrow such amount (if any) as is required by Section 2.5.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 (or the waiver thereof by the party entitled to waive that condition), the closing of the Contemplated Transactions (the “Closing”) shall take place

at the offices of Steffes, Vingiello & McKenzie, LLC (or at such other place as the parties may designate in writing) at 10:00 a.m. (Central time) on the date selected by Seller and notified to Purchaser by Sellers that is not less than five (5) nor more than seven (7) Business Days following the satisfaction or waiver of the conditions set forth in ARTICLE X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the “Closing Date.” Unless otherwise agreed by the parties in writing, regardless of the time at which the Closing is completed, the Closing shall be deemed effective and all right, title and interest of Sellers to be acquired by Purchaser hereunder, and all risk of loss with respect to the Business, shall be considered to have passed to Purchaser as of 12:01 a.m. (Central time) on the Closing Date.

4.2 Deliveries by Sellers. At the Closing, Sellers each shall deliver to Purchaser:

- (a) a duly executed bill of sale in the form of Exhibit A hereto;
- (b) a duly executed assignment and assumption agreement in the form of Exhibit B;
- (c) the officer’s certificate required to be delivered pursuant to Section 10.1(a);
- (d) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey the Purchased Assets to Purchaser, including certificates of title for the Purchased Vehicles.
- (e) Acts of sale of the Real Property owned by PAC-A, PAC-O, and PAC-W without warranty but with full substitution and subrogation of all existing warranties.
- (f) the Sale Order providing that the sale is free and clear of any and all claims, liens, and encumbrances other than the Assumed Liabilities which Sale Order shall have become a Final Order (unless waived by Purchaser).
- (g) A bill of sale of the Medicare or Medicaid and other payor provider numbers and agreements and the managed care agreements related to physicians listed on Schedule 4.2(g), to the extent assignable, and all accounts receivable related to the physicians listed on Schedule 4.2(g), duly executed by Progressive Acute Care Physician Services- Dauterive, LLC.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Sellers:

- (a) the Purchase Price, in immediately available funds, as set forth in Section 3.3 hereof;

(b) a duly executed assignment and assumption agreement in the form attached hereto as Exhibit B hereto;

(c) evidence reasonably acceptable to PAC of Purchaser's deposit in escrow of such amounts (if any) required by Section 2.5;

(d) the officer's certificate required to be delivered pursuant to Section 10.2(a);

(e) an officer's certificate certifying (i) Purchaser's certificate of formation, (ii) Purchaser's bylaws or operating agreement, as applicable, (iii) Purchaser's good standing, (iv) the incumbency and signature of the authorized individuals executing the Asset Purchase Documents on behalf of Purchaser, and (v) resolutions that the shareholders and directors or members and managers, as applicable, of Purchaser have authorized the execution, delivery and performance by Purchaser of this Agreement and the Purchaser Documents and have ratified the Contemplated Transactions; and

(f) such other documents, instruments and certificates as Sellers may reasonably request.

4.4 Termination of Agreement. In respect of the Contemplated Transactions, this Agreement may be terminated prior to the Closing as set forth in this Section 4.4.

(a) Termination by Purchaser or Sellers. Either Purchaser or Sellers may terminate this Agreement upon the occurrence of any of the following:

(i) if the Closing shall not have occurred by the close of business on October 15, 2016 (the "Termination Date"); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Sellers, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(i);

(ii) if the Bankruptcy Court shall enter an order approving a Competing Bid, subject to the limitations set forth in the Bidding Procedures Order and subject to Purchaser's right to payment of the Break-Up Fee and Expense Reimbursement in accordance with the provisions of Section 7.1.

(b) Termination by Mutual Written Consent. This Agreement may be terminated by mutual written consent of Sellers and Purchaser.

(c) Termination by Purchaser. Purchaser may terminate this Agreement upon the occurrence of any of the following:

(i) if any of the conditions to the obligations of Purchaser set forth in Sections 10.1 and 10.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser; or

(ii) if there shall be a breach by Sellers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) twenty (20) Business Days after the giving of written notice by Purchaser to Sellers of such breach and (y) the Termination Date;

(d) Termination by Sellers. Sellers may terminate this Agreement upon the occurrence of any of the following:

(i) if any condition to the obligations of Sellers set forth in Sections 10.2 and 10.3 shall have become incapable of fulfillment other than as a result of a breach by Sellers of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers;

(ii) if there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.2 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) twenty (20) Business Days after the giving of written notice by Sellers to Purchaser of such breach and (y) the Termination Date;

4.5 Procedure for Termination. In the event of termination of this Agreement by Purchaser or Sellers, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other party or parties, and upon the giving of such notice (or at such time as specified in the particular termination right set forth in Section 4.4) the Contemplated Transactions shall be abandoned and this Agreement shall terminate to the extent and with the effect provided by Section 4.6, without further action by Purchaser or Seller.

4.6 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Seller; provided, however, that the obligations of the parties set forth in the Confidentiality Agreement, the Escrow Agreement and Section 4.6(b), Section 4.6(c) and Section 7.1 and, to the extent necessary to effectuate the foregoing enumerated provisions, ARTICLE I and Article XIII of this Agreement, shall survive any such termination and shall be enforceable in accordance with their terms. In addition, if this Agreement is terminated as provided herein, each party shall upon request redeliver as soon as practicable any or all documents, work papers and other material of any other party relating to its business or affairs or the Contemplated Transactions, whether obtained before or after the execution hereof, to the party furnishing the same, other than any material which is of public record.

(b) Nothing in this Section 4.6 shall relieve Purchaser or any Seller of any liability for a breach of this Agreement prior to the date of termination, provided that Sellers' aggregate liability hereunder for any and all such breaches shall be capped at an amount equal to Purchaser's reasonable out-of-pocket expenses up to an aggregate amount of \$50,000. The damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the Contemplated Transactions (subject, however, to the proviso of the immediately preceding sentence).

(c) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 4.6 shall relieve Purchaser or Sellers of their obligations under the Confidentiality Agreement. If this Agreement is terminated in accordance with Sections 4.4 and 4.5, Purchaser agrees that it shall not, directly or indirectly, solicit any employee of Sellers to join the employ of Purchaser or any of its Affiliates for a period of two (2) years from the date of this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represents and warrants to Purchaser that:

5.1 Organization and Good Standing. Each Seller is duly organized, validly existing and in good standing under the laws of the State of Louisiana or South Carolina, as the case may be, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller that is a limited liability company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana or South Carolina, as the case may be, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller is duly qualified or authorized to do business as a foreign corporation and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not have a Material Adverse Effect.

5.2 Authorization of Agreement. Except for such authorization as is required by the Bankruptcy Court (as hereinafter provided for) pursuant to the Sale Order or otherwise and subject to the satisfaction of the conditions referred to in clause (iv) of Section 5.3, each Seller has all requisite power, authority and legal capacity to execute and deliver, and has taken all corporate action necessary for it to validly execute and deliver, each agreement, document, or instrument or certificate contemplated by this Agreement to be executed by such Seller in connection with the consummation of the Contemplated Transactions (the "Seller Documents") and to perform its obligations hereunder and thereunder and to consummate the Contemplated Transactions. This Agreement and each of the Seller Documents contemplated to be executed and delivered in connection with Seller entering into this Agreement has been, and each other Seller Document will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming the

due authorization, execution and delivery by the other parties hereto and thereto, and the entry of the Sale Order, and, with respect to Seller's obligations under Section 7.1, the entry of the Bidding Procedures Order) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms and the terms of the Sale Order and Bid Procedures Order.

5.3 Consents of Third Parties; Contractual Consents. To the Knowledge of Sellers, except as described on Schedule 5.3, Sellers are not required to obtain any consent, waiver, approval, Order, Permit or authorization of, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Seller Documents by Sellers, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Sellers of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the entry of the Sale Order, (iii) the entry of the Bidding Procedures Order with respect to Sellers' obligations under Section 7.1, (iv) the Healthcare Regulatory Consents, and (v) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications of which the failure to have obtained or made same would not have a Material Adverse Effect.

5.4 Title to Purchased Assets. Except as set forth in Schedule 5.4, and other than the real property subject to the Real Property Leases, intellectual property licensed to Sellers and the personal property subject to the Personal Property Leases, Sellers own each of the Purchased Assets, and Purchaser will be vested with good title to such Purchased Assets, free and clear of all Liens, other than Permitted Exceptions, to the extent permissible under section 363(f) of the Bankruptcy Code.

5.5 Real Property. Schedule 5.5 sets forth a list of (i) all material real property and interests in real property owned in fee by Sellers and used in any material degree in the Business (the "Owned Properties"), and (ii) all material real property and interests in real property leased or licensed by Sellers and used in any material degree in the Business, as lessee, lessor, licensee or licensor (the "Real Property Leases" and, together with the Owned Properties, the "Seller Properties").

5.6 Tangible Personal Property. Schedule 2.1(b)(iv) sets forth a list of all leases of personal property, including, without limitation, Equipment ("Personal Property Leases") involving annual payments in excess of \$1,000.00 relating to personal property used by Sellers in the Business.

5.7 Intellectual Property. Except as set forth on Schedule 5.7, Sellers own or have licenses to use all intellectual property used by it in the Ordinary Course of Business, except to the extent the failure to be the owner or the licensee would not have a Material Adverse Effect; provided, however, that Sellers makes no representation or warranty as to the ownership by the licensor of any intellectual property that is licensed to it.

5.8 Material Contracts. Schedule 5.8 sets forth a list of all Contracts to which Sellers are a parties or by which they are bound and that are primarily related to the Business or by which the Purchased Assets may be bound or affected and that are Purchased Contracts (collectively, the “Material Contracts”).

5.9 Employees; Employee Benefits. Except as described in Schedule 5.9, in connection with Sellers’ operation of the Business, (i) Sellers are not a party to any labor, collective bargaining, employee association or other agreement which contains provisions governing the terms and conditions of employment of any Employee, and (ii) no labor union or employee association has been certified as exclusive bargaining agent for any group of Employees. Schedule 5.9 identifies the labor or collective bargaining agreements applicable to Employees to be terminated by the Sellers at Closing and assumed by Purchaser at the Closing in accordance with the provisions of this Agreement (the “Assumed CBAs”). Prior to the date hereof, Sellers have delivered to Purchaser a list of all its Employees as of a recent date, indicating their position, current annual rate of compensation or current hourly wage rate or other basis of compensation and date of hire by Sellers. Schedule 5.9 lists: (i) all material “employee benefit plans”, as defined in Section 3(3) of ERISA, and all other material employee benefit arrangements or payroll practices, including, without limitation, bonus plans, consulting or other compensation agreements, incentive, or deferred compensation arrangements, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs maintained by Sellers or to which Sellers contributed or is obligated to contribute thereunder for current or former Employees (the “Employee Benefit Plans”); and (ii) all “employee pension plans”, as defined in Section 3(2) of ERISA, subject to Title IV of ERISA or Section 412 of the Code, maintained by Seller in which any current or former Employees participated. Schedule 5.9 separately sets forth each such employee pension plan which is a multiemployer plan as defined in Section 3(37) of ERISA (“Multiemployer Plans”), or has been subject to Sections 4063 or 4064 of ERISA (“Multiple Employer Plans”).

5.10 Labor. Except as set forth on Schedule 5.10, Sellers are not a party to any labor or collective bargaining agreement.

5.11 Compliance with Laws; Permits.

(a) Each Seller holds the operating license listed opposite its name on Schedule 5.11(a).

(b) Except as described on Schedule 5.11(b), each Seller is eligible to receive payment under Titles XVIII and XIX of the Social Security Act and is a “provider” under existing provider agreements with the Medicare and Medicaid programs (collectively, the “Healthcare Programs”) through the applicable intermediaries. Except as described on Schedule 5.11(b), each Hospital is duly accredited by the Joint Commission on Accreditation of Healthcare Organizations (the “Joint Commission”). PAC-A and PAC-O have delivered to Purchaser a true and complete copy of their most recent Joint Commission accreditation survey reports pertaining to the Hospitals. Other than as set forth on Schedule 5.11(b) to the Knowledge of Sellers, i) Sellers are not subject to any audit,

investigation or other regulatory review other than such reviews in the Ordinary Course of Sellers' Business, ii) Sellers have complied in all material respects with all laws, rules, regulations, orders, judgments, injunctions, awards, and decrees applicable to the operation of Sellers' business and of the Hospitals, and iii) Sellers have not received any written or oral notification to the contrary. Other than as set forth on Schedule 5.11 (b), Sellers are not in violation of any order, writ, injunction or decree of any court or administrative or governmental agency affecting the Purchase Assets, the Hospitals or the transactions contemplated by this Purchase Agreement. Sellers' Medicare and Medicaid provider numbers are in full force and effect, and except as disclosed on Schedule 5.11(b) or otherwise disclosed in this Agreement, no liability or obligation is outstanding, or shall be outstanding as of the Closing, with respect to any provider number of Sellers. Any and all cost reports, budgets, and other filings relating to Sellers required to be filed pursuant to any state or federal law, rule or regulation, issued by or relating to the Medicare program and any other governmental health care program due on or prior to the Closing or which may be due as a result of the closing of the transactions contemplated by this Purchase Agreement have been or will be timely filed by Sellers. All such filings by Sellers are true, correct and complete and are in compliance in all material respects with the laws, rules and regulations governing such matters.

5.12 Financial Advisors. Except as set forth on Schedule 5.12, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof.

5.13 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this ARTICLE V (as modified by the Schedules hereto), no Seller nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Business, the Purchased Assets, the Assumed Liabilities or the Contemplated Transactions, and Sellers disclaim any other representations or warranties, whether made by any Seller, any Affiliate of any Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in ARTICLE V hereof (as modified by the Schedules hereto), Sellers (i) expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Sellers or any of their Affiliates). Sellers make no representations or warranties to Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that:

6.1 Organization and Good Standing. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has full corporate power, legal capacity and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the Contemplated Transactions (the "Purchaser Documents"), and to consummate the Contemplated Transactions. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

6.3 Conflicts; Consents of Third Parties.

(a) Except as described on Schedule 6.3(a), Purchaser is not required to obtain any consent, approval, authorization, waiver, Order, license or Permit of or from, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Purchaser Documents by Purchaser, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and (ii) the Healthcare Regulatory Consents.

(b) Except as set forth on Schedule 6.3(b), to Purchaser's knowledge, none of the execution and delivery by Purchaser of this Agreement or any of the Purchaser Documents, the consummation of the Contemplated Transactions by Purchaser, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, other than any such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the ability of Purchaser to consummate the Contemplated Transactions.

6.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions.

6.5 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

6.6 Financial Capability. Purchaser (i) has, and at the Closing will have, sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Contemplated Transactions, (ii) has, and at the Closing will have, the resources and capabilities (financial or otherwise) to perform its obligations hereunder, and (iii) has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

6.7 Acknowledgement Regarding Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by PAC in ARTICLE V hereof (as modified by the Schedules hereto as supplemented or amended), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred to and accepted by Purchaser in an “as is,” “where is” and “with all faults” condition, free of any warranties or representations whatsoever, and Sellers EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, LATENT OR PATENT, WITH RESPECT THERETO. Any claims Purchaser may have for breach of representation or warranty shall be based solely on the representations and warranties of Sellers set forth in ARTICLE V hereof (as modified by the Schedules hereto as supplemented or amended). Purchaser further represents that no Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Sellers, the Business or the Contemplated Transactions not expressly set forth in this Agreement, and none of Sellers, any of their Affiliates or any other Person will have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives or Purchaser’s use of, any such information, including any confidential memoranda distributed on behalf of Sellers relating to the Business or other publications or data room information provided to Purchaser or its representatives, or any other document or information in any form provided to Purchaser or its representatives in connection with the sale of the Business and the Contemplated Transactions. Purchaser acknowledges that it has conducted to its satisfaction, its own

independent investigation of the Business and, in making the determination to proceed with the Contemplated Transactions, Purchaser has relied on the results of its own independent investigation. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT SELLERS HAVE NOT MADE ANY REPRESENTATION RELATING TO THE OWNED PROPERTY OR ANY PROPERTY THAT IS THE SUBJECT OF A REAL PROPERTY LEASE REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, COMPLIANCE WITH ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES RELATING TO THE USE THEREOF, EXCEPT AS EXPRESSLY STATED HEREIN. PURCHASER ALSO ACKNOWLEDGES AND AGREES THAT THE INSPECTION AND INVESTIGATION OF THE PURCHASED ASSETS BY PURCHASER AND ITS REPRESENTATIVES HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE LAND, INCLUDING WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES REGULATIONS OR ORDINANCES. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS AGREEMENT.

ARTICLE VII

BANKRUPTCY COURT MATTERS

7.1 Approval of Break-Up Fee and Expense Reimbursement. In consideration for Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Sellers, Sellers shall pay Purchaser (i) a break-up fee in an amount equal to Three Hundred Thousand Dollars (\$300,000) (the "Break-Up Fee") and (ii) reimbursement of actual expenses incurred in negotiating this Agreement and performing due diligence, in an amount not to exceed \$50,000 (the "Expense Reimbursement"), on the first Business Day following the date of consummation of a transaction pursuant to a Competing Bid (as hereinafter defined). Sellers shall file with and seek the approval of the Bankruptcy Court of the Sale Motion, including the Break-Up Fee and Expense Reimbursement, and the entry by the Bankruptcy Court of the Bidding Procedures Order.

7.2 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the Contemplated Transactions are consummated, Sellers are permitted to cause their representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) in connection with any sale or other disposition of all or any part of the Purchased Assets, alone or in connection with the sale or other disposition of any other asset of Sellers. In addition, Sellers shall have the responsibility and obligation to respond

to any inquiries or offers to purchase all or any part of the Purchased Assets and perform any and all other acts related thereto which are required by the Bidding Procedures Order or under the Bankruptcy Code or other applicable law, including, without limitation, supplying information relating to the Business and the assets of Sellers to prospective purchasers.

7.3 Bankruptcy Court Filings. As promptly as practicable following the execution of this Agreement, Sellers shall file with the Bankruptcy Court the Sale Motion seeking entry of the Sale Order and a motion seeking approval of the Bidding Procedures Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and the Bidding Procedures Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. Purchaser shall not, without the prior written consent of Sellers, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Purchased Assets hereunder. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Sellers and Purchaser shall use their respective reasonable efforts to defend against such appeal. With respect to each Purchased Contract, Personal Property Lease, Real Property Lease, Permit or Purchased Intellectual Property, the Purchaser shall provide adequate assurance of future performance of each such agreement as required by section 365 of the Bankruptcy Code.

ARTICLE VIII

COVENANTS

8.1 Access to Information. Subject to this Section 8.1, and subject to compliance with applicable Antitrust Laws, Sellers agrees that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the assets, properties and operations of the Business and such examination of the books and records of Sellers pertaining to the Business, the Purchased Assets, and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records at Purchaser’s sole expense; it being understood, however, that the foregoing shall not entitle Purchaser to access (i) the books, records and documents referred to in Section 2.2(i), (ii) any books, records or documents access to which by Purchaser Sellers reasonably determine would be competitively disadvantageous to Sellers in any material respect or (iii) any books, records or documents the disclosure of which by Sellers to Purchaser would (A) notwithstanding Section 8.7 violate any patient confidentiality obligation of Sellers or (B) any other agreement or any obligation of confidentiality to which any Seller is a party or is bound prior to the date hereof or (C) any obligation of confidentiality by which any Seller is bound under applicable Law. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to any restrictions on

disclosure by Sellers to Purchaser or use of the information contained therein by Purchaser applicable pursuant to any agreement to which any Seller is a party or is bound prior to the date hereof or under applicable Law. Sellers shall cause their officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Purchaser and Purchaser's representatives in connection with such investigation and examination, and Purchaser and its representatives shall cooperate with Sellers and their representatives and shall use their reasonable efforts to minimize any disruption to Sellers' business and operations, including the Business. Notwithstanding anything herein to the contrary, Sellers shall not be required to permit any such investigation or examination if, and to the extent that, Sellers, upon advice of counsel, determines that such investigation or examination by Purchaser would or is reasonably likely to result in a loss of any attorney-client or attorney work product privilege available to Sellers.

8.2 Conduct of the Business Pending the Closing. Prior to the Closing, except (1) as set forth on Schedule 8.2, (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or the Sale Order, or (4) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld or delayed), Sellers shall conduct the Business only in the Ordinary Course of Business.

8.3 Consents.

(a) Each Seller shall use its commercially reasonable efforts, and Purchaser shall cooperate with Sellers, including by taking the actions referred to in Section 8.5, to obtain at the earliest practicable date all consents, approvals, authorizations, waiver and Orders required to be obtained by Sellers, and to give at the earliest practicable date any notices required to be given by Sellers, in order for Sellers to consummate the Contemplated Transactions on the terms and in the manner provided hereby; provided, however, that Sellers shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Body) or to initiate any litigation or legal proceedings to obtain any such item except as otherwise provided by Section 8.5.

(b) Purchaser shall use its commercially reasonable efforts, and Sellers shall cooperate with Purchaser, including by taking the actions referred to in Section 8.5, to obtain at the earliest practicable date all consents, approvals, authorizations, waivers, Orders, licenses and Permits required to be obtained by Purchaser, and to give at the earliest practicable date any notices required to be given by Purchaser, in order for Purchaser to consummate the Contemplated Transactions on the terms and in the manner provided hereby and to operate the Business after the Closing; provided, however, that Purchaser shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Authority) or to initiate any litigation or legal proceedings to obtain any such consent or approval except as otherwise provided by Section 8.5.

(c) Other than the amounts to be paid by Purchaser pursuant to Section 2.5, nothing contained herein shall require Sellers to expend any funds in order to remove or eliminate any Lien on any Purchased Asset in order to deliver such Purchased Asset to

Purchaser pursuant to this Agreement free of such Lien; provided, however, in respect of any such Lien, Purchaser nevertheless shall not be required to consummate the Contemplated Transactions unless the conditions referred to in Sections 10.1 are satisfied or waived by Purchaser.

8.4 Insurance. As of the Closing, Purchaser shall have appropriate insurance coverage in place for the Business consistent with what would be maintained under good industry business practices.

8.5 Regulatory Approvals.

(a) Purchaser shall operate the Business in accordance with Law and shall as soon as practicable, seek Healthcare Regulatory Consents necessary in order for Purchaser to consummate the Contemplated Transactions and to operate the Business (collectively, the "Healthcare Applications"). Purchaser shall provide Sellers with an opportunity to review the Healthcare Applications in advance of filing. Purchaser shall diligently pursue the Healthcare Applications and shall timely submit all information and documents requested in connection therewith by any Governmental Body.

(b) If necessary, Purchaser and Sellers shall (i) make or cause to be made all filings required of each of them or any of their respective Affiliates under the HSR Act or other Antitrust Laws with respect to the Contemplated Transactions (including, without limitation, such submission to the [Antitrust Bureau of the Office of the Attorney General of the State of Louisiana] (the "Antitrust Bureau"), (ii) comply at the earliest practicable date with any request under the HSR Act or other Antitrust Laws for additional information, documents, or other materials received by each of them or any of their respective Affiliates from the Federal Trade Commission (the "FTC"), the Antitrust Division of the United States Department of Justice (the "Antitrust Division"), the Antitrust Bureau or any other Governmental Body in respect of such filings or the Contemplated Transactions, and (iii) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable law, providing copies of all such documents to the non-filing parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division, the Antitrust Bureau or any other Governmental Body under any Antitrust Laws with respect to any such filing or any such transaction.

(c) If necessary, Purchaser and Sellers shall (a) make or cause to be made all filings required of each of them or any of their respective Affiliates in respect of the Contemplated Transactions under any applicable Law, other than those referred to in Sections 8.5(a) or 8.5(b), including such filings as are required to obtain the consents, approvals, authorizations, waivers, Orders, licenses or Permits or to provide the notices specified in Schedules 5.3 or 6.3(b), as promptly as practicable, (b) comply at the earliest practicable date with any request for additional information, documents, or other materials received by each of them or any of their respective Affiliates from any Governmental Body in respect of such filings or the Contemplated Transactions, and (c) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable

law, providing copies of all such documents to the non-filing parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any Governmental Body under such Laws with respect to any such filing or any such transaction.

(d) Each such party shall use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Contemplated Transactions. Each such party shall promptly inform the other parties hereto of any material oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No party hereto shall independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other parties hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate.

(e) Subject to applicable law, the parties hereto will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under the HSR Act or other Antitrust Laws. Sellers and Purchaser may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 8.5 as “outside counsel only.” Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Purchaser, as the case may be).

(f) Each of Purchaser and Sellers shall use commercially reasonable efforts to resolve such objections, if any, as may be asserted by any Governmental Body with respect to the Contemplated Transactions under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, the Donnelly Act and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the “Antitrust Laws”). In connection therewith, if any Legal Proceeding is instituted (or threatened to be instituted) challenging the Contemplated Transactions is in violation of any Antitrust Law, each of Purchaser and Sellers shall cooperate and use commercially reasonable efforts to contest and resist any such Legal Proceeding, and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, or restricts consummation of the Contemplated Transactions, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Purchaser and Sellers decide that litigation is not in their respective best interests. Each of Purchaser and Sellers shall use commercially reasonable efforts to take such action as may be required to

cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. In connection with and without limiting the foregoing, each of Purchaser and Sellers agree to use commercially reasonable efforts to take promptly any and all steps necessary to avoid or eliminate each and every impediment under any Antitrust Laws that may be asserted by any Federal, state and local and non-United States antitrust or competition authority, so as to enable the parties to close the Contemplated Transactions as expeditiously as possible, including committing to or effecting, by consent decree, hold separate orders, trust or otherwise the sale or disposition of such of its assets or businesses as are required to be divested in order to avoid the entry of, or to effect the dissolution of, any decree, order, judgment, injunction, temporary restraining order or other order in any suit or proceeding, that would otherwise have the effect of preventing or materially delaying the consummation of the Contemplated Transactions.

8.6 Further Assurances. Each of Sellers and Purchaser shall use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the Contemplated Transactions and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Contemplated Transactions. In addition, if Sellers after the Closing receive payment on any account receivable that is a Purchased Asset it shall as soon as practicable remit such amount received to Purchaser, together with such information identifying the account to which such payment relates as is reasonably available to Sellers, and, if Purchaser after the Closing receives payment of the 2015 Cost Report Refund or FMP attributable to services rendered by the Hospitals prior to September 1, 2016, that are Excluded Assets, it shall as soon as practicable remit such amounts received to Sellers, together with such information identifying the account to which such payment relates as is reasonably available to Purchaser.

8.7 Confidentiality. Purchaser acknowledges that the Confidential Information provided to it in connection with this Agreement, including under Section 8.1, and the consummation of the Contemplated Transactions, is subject to the terms of the Non-Disclosure Agreement between Purchaser, SOLIC Capital Advisors, LLC and PAC dated June 1, 2016 (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference and, to the extent applicable, supersede any conflicting or inconsistent provisions contained in this Agreement. Effective upon, and only upon, the Closing Date, the Confidentiality Agreement shall terminate with respect to information relating solely to the Business or otherwise included in the Purchased Assets; provided, however, that Purchaser acknowledges that any and all other Confidential Information provided to it by Sellers or their representatives concerning Sellers shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. For purposes of this Section 8.7, "Confidential Information" shall mean any confidential information with respect to, including, methods of operation, customers, customer lists, prices, fees, costs, Technology, inventions, Trade Secrets, know-how, Software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters.

8.8 Preservation of Records. Except as provided below, Sellers and Purchaser agree that each of them shall preserve and keep the records held by it or their Affiliates relating to the Business for a period of seven (7) years from the Closing Date or the maximum period of time required by law, whichever is longer, and shall, subject to Section 8.7, make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, Legal Proceedings or tax audits against or other governmental or healthcare payor investigations or audits of Seller or Purchaser or any of their Affiliates or in order to enable Seller or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Sellers or Purchaser wishes to destroy such records before or after that time, such party shall first give ninety (90) days prior written notice to the other party and such other party shall have the right at its option and expense, upon prior written notice given to such party within such ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice. Notwithstanding the foregoing, Purchaser acknowledges that it shall acquire, store, safeguard, and provide access to all patient medical records in accordance with all applicable state and federal laws and regulations. Notwithstanding anything contained herein to the contrary, the Purchaser agrees that the Sellers may seek approval of the U.S. Bankruptcy Court to destroy post-closing any and all records in connection with its orderly liquidation and Purchaser agrees and consents to such destruction if approved by the Bankruptcy Court.

8.9 Publicity. Neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Contemplated Transactions without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless, in the judgment of Purchaser or Sellers upon advice of counsel, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock market on which Purchaser's securities are listed, provided that the party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

8.10 Supplementation and Amendment of Schedules. Sellers may, at their option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information disclosed in the Schedules shall constitute a disclosure for all purposes of this Agreement notwithstanding any reference to a specific section in a Schedule, and all such information shall be deemed to qualify the entire Agreement and not just such section. From time to time prior to the Closing, Sellers shall have the right to supplement or amend the Schedules with respect to any matter hereafter arising or discovered after the delivery of the Schedules pursuant to this Agreement. No such supplement or amendment shall have any effect on the satisfaction of the condition to closing set forth in Section 10.1(a); provided, however, if the Closing shall occur, then

Purchaser shall be deemed to have waived any right or claim pursuant to the terms of this Agreement or otherwise, with respect to any and all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Offers of Employment.

(a) Not later than ten Business Days prior to the Closing, Purchaser shall deliver, in writing in a form reasonably acceptable to Sellers, an offer of employment by Purchaser for those employees of PAC-A, PAC-O and PAC-W that Purchaser intends to retain together with their proposed rates of compensation. Sellers shall deliver to Purchaser with such listing of Employees as of such date a reconciliation of such list with the list of Employees delivered to Purchaser pursuant to Section 5.9. Such individuals who accept such offer of employment are hereinafter referred to as the “Transferred Employees.” Pursuant to the “Standard Procedure” provided in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, (i) Purchaser and Sellers shall report on a predecessor/successor basis as set forth therein, (ii) Seller will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) Purchaser will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Employees are employed by Purchaser that includes the Closing Date, excluding the portion of such year that such Employee was employed by Sellers.

9.2 Employment Terms; Employee Benefits.

(a) Purchaser shall provide, or cause to be provided, for a period ending not earlier than the end of the third month following the Closing Date or such longer period of time required by applicable Law, to each of the Transferred Employees compensation (including salary, wages and opportunities for commissions, bonuses, incentive pay, overtime and premium pay), employee benefits, location of employment and a position of employment that are, in each case, substantially equivalent to those provided to such Transferred Employee immediately prior to the Closing, except that Purchaser may elect, in lieu of providing to such a Transferred Employee participation in an employee retirement plan (as defined in ERISA) or any savings plan under, or comparable to a plan under, Section 401(k) of the Code (a “401(k) Plan”) substantially equivalent to that provided such Transferred Employee immediately prior to the Closing, participation in the employee retirement plan and/or 401(k) Plan provided by Purchaser on the date hereof to its employees, subject, however, to the provisions of Section 9.2(a). For purposes of eligibility and vesting (but not benefit accrual) under the employee benefit plans of Purchaser providing benefits to Transferred Employees (the “Purchaser Plans”), Purchaser shall credit each such Transferred Employee with his or her years of service with Sellers and any predecessor entities, to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan. The Purchaser Plans shall not deny any such Transferred Employees

coverage on the basis of pre-existing conditions and shall credit against any deductibles provided by such Purchaser Plan in respect of a Transferred Employee's participation in the Purchaser Plans for the year in which the Closing occurs for any out-of-pocket expenses paid by the Transferred Employee before the Closing during such year.

(b) Subject to Sellers' compliance with Section 9.1 and except as provided in Section 9.2(a), nothing contained in this Agreement shall be construed to prevent the termination of employment of any individual Transferred Employee or any change in the employee benefits available to any individual Transferred Employee.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Contemplated Transactions as provided by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) Sellers' warranties given herein are true and correct and Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the forgoing effect; provided, however, that the condition set forth in this Section 10.1(a) shall be deemed satisfied unless all such failures to so perform or comply taken together result in a Material Adverse Effect; and

(b) Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

10.2 Conditions Precedent to Obligations of Sellers. The obligation of Sellers to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 4.3; and

(c) At or prior to the Closing, Purchaser shall have cured, or made arrangements satisfactory to Sellers in their sole discretion, to promptly cure, any and all

defaults under the Purchased Contracts, Personal Property Leases, Real Property Leases, Permits or Purchased Intellectual Property that are required to be cured under the Bankruptcy Code, so that they may be assumed by Sellers and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code.

(d) Purchaser shall provide evidence of professional liability tail coverage for each of the Hospitals and physicians covered by the Hospitals' existing professional liability insurance policies.

10.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Contemplate Transactions as provided by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions;

(b) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order;

(c) the waiting period applicable to the Contemplated Transactions by this Agreement under the HSR Act shall have expired or early termination in respect thereof shall have been granted; and

(d) the parties shall have received the consents or approvals required by Section 5.3(b), if applicable, and the consents, approvals, licenses or Permits, or waivers thereof, of the Governmental Bodies identified in Schedule 10.3(d) and shall have given the notices required by Schedule 10.3(d).

10.4 Frustration of Closing Conditions. Neither Sellers nor Purchaser may rely on the failure of any condition set forth in Section 10.1, 10.2 or 10.3, as the case may be, to excuse it from consummating the Contemplated Transactions if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE XI

SURVIVAL

11.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and none of the parties shall have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed or otherwise adhered to at or after the Closing shall survive the Closing hereunder, and each party hereto shall be liable to the other after the Closing for any breach thereof.

ARTICLE XII

TAXES

12.1 Sales and Transfer Taxes. Purchaser shall be responsible for (and shall indemnify and hold harmless Sellers and their directors, officers, employees, Affiliates, agents, successors and permitted assigns against) any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the Contemplated Transactions (“Transfer Taxes”). To the extent that any Transfer Taxes are required to be paid by Seller (or such Transfer Taxes are assessed against Sellers), Purchaser shall promptly reimburse Sellers, as applicable, for such Transfer Taxes. Sellers and Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes. Purchaser shall also be responsible for a sales taxes due on the sale of Personal Property (“Sales Taxes”). Sellers and Purchaser shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds to Sales Taxes and Transfer Taxes.

12.2 Taxes. Purchaser shall be responsible for all real and personal property Taxes or similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period that includes the Closing Date and ends after the Closing Date, whether imposed or assessed before or after the Closing Date. If any Taxes subject to this Section are paid prospectively by Sellers, the amount of such Taxes paid shall be paid promptly by Purchaser to Sellers.

12.3 Purchase Price Allocation. For tax purposes only, Sellers and Purchaser shall allocate the purchase price (including the Assumed Liabilities) among the Purchased Assets as specified in Schedule 12.3 and, in accordance with such allocation, Purchaser shall prepare and deliver to Seller copies of Form 8594 and any required exhibits thereto (the “Asset Acquisition Statement”). Purchaser shall prepare and deliver to Seller from time to time revised copies of the Asset Acquisition Statement (the “Revised Statements”) so as to report any matters on the Asset Acquisition Statement that need updating (including purchase price adjustments, if any) consistent with the agreed upon allocation. The purchase price for the Purchased Assets shall be allocated in accordance with the Asset Acquisition Statement or, if applicable, the last Revised Statements, provided by Purchaser to Sellers, and all income Tax Returns and reports filed by Purchaser and Sellers shall be prepared consistently with such allocation.

ARTICLE XIII

MISCELLANEOUS AND POST CLOSING COVENANTS

13.1 Expenses. Except as otherwise provided in this Agreement, each of Sellers and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

13.2 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto shall be entitled to injunctive relief with respect to any such breach, including without limitation specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 13.2 shall be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

13.3 Post-Closing Access to Information, Documents and Personnel. Purchaser acknowledges that, after the Closing, Sellers, or any of them, and their successors and assigns, may need access to the Purchased Assets or the Business and to information, documents, computer data, servers, and personnel in the control or possession of the Purchaser for the purposes of audits, compliance with governmental requirements and requests, the prosecution or defense of third party claims and for the wind-down of the estate in the Bankruptcy Case. Accordingly, Purchaser agrees that it will make available to Sellers, their Affiliates, agents, and their successors and assigns, such documents and information as may be available relating to the Purchased Assets and the Business in respect of periods prior to Closing and will permit the Sellers to make copies of such documents and information. Furthermore, Purchaser shall permit Sellers, their Affiliates, agents, and their successors and assigns, reasonable access to the Hospitals, the servers located therein, and to personnel employed by Purchaser at the Hospitals during regular business hours on no less than 24 hour notice in order to facilitate Sellers access as contemplated herein. Purchaser shall not be entitled to a fee or charge of any kind for providing such access provided that such access shall be conducted in a manner by Sellers, their Affiliates, agents, and their successors and assigns, so as not to interfere with the Business of Purchaser or patient safety or privacy. This obligation shall survive Closing.

13.4 Submission to Jurisdiction; Consent to Service of Process. Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Contemplated Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.8 hereof; provided, however, that if the Bankruptcy Case has closed or if the Bankruptcy Court lacks either jurisdiction over the case or the power to enter a final judgment, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Western District of Louisiana or any court of the State of Louisiana and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby consents to process being

served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.8.

13.5 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

13.6 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana applicable to contracts made and performed in such State.

13.8 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Seller, to: Progressive Acute Care, LLC.
PO Box 5309 Abita Springs, LA 70420
Attn: Michael Hurlburt

With a copy to: William E. Steffes
Steffes, Vingiello & McKenzie, LLC
13702 Coursey Blvd., Building 3
Baton Rouge LA 70817
Fax: 225.751.1998

If to Purchaser, to: Central Louisiana Hospital Group, LLC
504 Texas St.
Suite 200
Shreveport, La. 71101
Attn: Rock Bordelon

With a copy to:

13.9 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall 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 in order that the Contemplated Transactions are consummated as originally contemplated to the greatest extent possible.

13.10 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign its right to acquire any or all of the Purchased Assets and its other rights hereunder to an entity wholly owned by it that also assumes all of Purchaser's obligations hereunder (but such assumption shall not relieve Purchaser of its obligations hereunder), with the consent of Sellers, which shall not be unreasonably withheld. No permitted assignment of any rights hereunder and/or assumption of obligations hereunder shall relieve the parties hereto of any of their obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

13.11 No Personal Liability. In entering into this Agreement, the parties understand, agree and acknowledge that no director, trustee, officer, manager, member, employee, shareholder, attorney, accountant, advisor or agent of any party hereto shall be personally liable or responsible to any other party or its Affiliates, directors, trustees, officers, managers, members, employees, shareholders, attorneys, accountants, advisors or agents for the performance of any obligation under this Agreement of any party to this Agreement or the truth, completeness or accuracy of any representation or warranty contained in, or statement made in, this Agreement or any document prepared pursuant hereto and that all obligations hereunder are those of the named parties only (but nothing contained herein shall limit the liability of any person for his or her fraudulent acts).

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

	SELLER:
	Progressive Acute Care, LLC By: _____ Name: <u>Michael Hurlburt</u> Its: <u>COO and Chairman of the Board</u>
	Progressive Acute Care Avoyelles, LLC By: _____ Name: <u>Michael Hurlburt</u> Its: <u>Authorized Representative</u>
	Progressive Acute Care Oakdale, LLC By: _____ Name: <u>Michael Hurlburt</u> Its: <u>Authorized Representative</u>
	Progressive Acute Care Winn, LLC By: _____ Name: <u>Michael Hurlburt</u> Its: <u>Authorized Representative</u>
	PURCHASER:
	Central Louisiana Hospital Group, LLC By: _____ Name: <u>Rock Bordelon</u> _____ Its: <u>Manager</u>

**SCHEDULES TO THE
ASSET PURCHASE AGREEMENT**

Dated July 14, 2016

BY AND AMONG

CENTRAL LOUISIANA HOSPITAL GROUP, LLC (Buyer)

AND

PROGRESSIVE ACUTE CARE, L.L.C.

**PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C.
PROGRESSIVE ACUTE CARE WINN PARISH, L.L.C.**

AND

**PROGRESSIVE ACUTE CARE OAKDALE, L.L.C.
(collectively “Seller Group”)**

These Schedules are delivered in accordance with provisions of the Asset Purchase Agreement (the “Agreement”) by and among Central Louisiana Hospital Group, L.L.C., a Louisiana limited liability company and Progressive Acute Care, L.L.C., a South Carolina limited liability company, and Progressive Acute Care Avoyelles, L.L.C., Progressive Acute Care Winn Parish, L.L.C., and Progressive Acute Care Oakdale, L.L.C., all Louisiana limited liability companies. Terms used herein not otherwise defined within a Schedule shall have those meanings assigned to them within the Agreement. The disclosure of information within these Schedules shall not be deemed to establish a standard of materiality beyond that required by the Agreement.

These Schedules are those specified within the Agreement and also include exceptions to the representation and warranties and other agreements made by Seller Group as part of the Agreement and are intended to qualify such representations, warranties and agreements. The information contained within these Schedules with respect to any provision of the Agreement shall also be deemed to qualify each other section thereof to which such information reasonably relates (regardless of whether or not such other section is qualified by reference to a Schedule).

1.1(a) Excluded Contracts

All contracts not specified in 2.1(f).

1.1(b) Knowledge of Seller

Dan Rissing - PAC Corporate CEO

Wayne Thompson - PAC Corporate CFO

Michael Hurlburt - PAC Corporate COO

David Mitchel - Avoyelles Hospital CEO

Bryan Bogle - Winn Parish Medical Center CEO

Bill Tingle - Oakdale Community Hospital CEO

1.1(c) Owned Property

1) Avoyelles Hospital

The subject property is a 51-bed acute care hospital named Avoyelles Hospital in Marksville, LA. It is addressed 4231 LA Highway 1192 and fronts on the southeast corner of LA Highway 1192 and Hospital Road. The site has a total area of 22.369± acres, of which 3.893± acres is considered excess land. The main hospital building has a total area of roughly 46,323± square feet in one story and an additional 8,466± square feet in a warehouse support building. The original improvements were constructed in 1979 and expanded in 1990 and 2004.

2) Avoyelles Medical Office Building

The subject property is a multi-tenant medical office building addressed at 4239 Highway 1192 in Marksville, Louisiana. The building is on a 66,646.8± square foot site that is on the northeast side of Marksville, adjacent to Avoyelles Hospital. The single story building contains 6,475± square feet of gross building area divided into three suites with a common area entrance.

3) Winn Parish Hospital and Medical Office Building

The subject property is a 60-bed acute care hospital named Winn Parish Medical Center in Winnfield, LA. It is addressed 301 West Boundary Avenue and fronts on the southwest corner of Court Street (US Highway 167) and West Boundary Avenue. The site has a total area of 9.24± acres. The main hospital building has a total area of roughly 68,830± square feet in 2 stories, a 9,903± square foot office building, and an additional 6,975± square feet in support buildings. The original improvements were constructed in 1972 and expanded in 1998. The medical office building was constructed in the late 1940s. A full legal description is provided in the report addendum.

4) Oakdale Hospital

The subject property is a 60-bed acute care hospital named Oakdale Community Hospital in Oakdale, LA. It is addressed 130 Hospital Drive and fronts on the east side of Hospital Road, north of Ann Lane. The site has a total area of 12.01± acres. The main hospital building has a total area of roughly 60,789± square feet in a single-story building and an additional 2,400± square foot support building. The original improvements were constructed in 1972 and expanded in 1984 and 2007.

5) Oakdale Clinic (Closed/Vacant)

Two physician Medical Office building and real estate located 400 E. 6th Avenue, Oakdale, Louisiana, 71463

6.) Mowad Office Building (Closed/Vacant) – Excluded Asset

The office building and real estate located at 140 Hospital Drive, Oakdale Louisiana 71463

1.1(d) PTO Liability

TIME OFF Program Summary Effective March 15, 2015

		Vacation				Personal				Medical			
Intended Use		Vacation				Personal time, holidays, religious observation, sick days for self or family, OP procedures, same day surgery				Illness exceeding 3 consecutive work days or inpatient hospitalization over 24 hours with medical certification			
Eligible Employee		Full-time and Part-time				Full-time and Part-time				Full-time and Part-time			
Eligible Use		Accrual begins at hire, but usage restricted until after 90 days				Accrual begins at hire. Usage is restricted to use for New Years, Thanksgiving, & Christmas in the first 90 days.				Accrual begins at hire, but usage restricted until after 90 days			
Accrual	Service Years	Hourly Accrual	Max PayPeriod Accrual	Max Annual Accrual	Max Banked Hours	Hourly Accrual	Max PayPeriod Accrual	Max Annual Accrual	Max Banked Hours	Hourly Accrual	Max PayPeriod Accrual	Max Annual Accrual	Max Banked Hours
	1	.0192	1.5385	40	80	.0308	2.4615	64	64	.0269	2.1538	56	240
	2	.0269	2.1538	56	80								
	3 - 5	.0385	3.0769	80	104								
	5 - 9	.0577	4.6154	120	156								
10+	.0769	6.1538	160	208									
Payout at Termination		Unused, accrued Vacation & grandfathered PTO hours paid at 100%				Unused, accrued or granted hours are forfeited.				Unused, accrued or granted Medical Leave or grandfathered EIB hours are forfeited.			
Accrual Calculation		Accrual is calculated each pay period based on regular work hours. Overtime, time-offs and on call are excluded from accrual.											
Restriction		Regular Work Hours + Vacation + Personal + Holiday + Medical + PTO-G + EIB-G cannot exceed employee's work norm											
Usage		<ul style="list-style-type: none"> ➢ Maximum number of paid time off hours per day is based on the employee's normal work schedule (8 hours/12 hours) ➢ Employees with grandfathered PTO must exhaust that bank prior to using Vacation ➢ Employees are not eligible to use Vacation if they call off from work with less than 2 hours' notice. ➢ Personal may not be used to supplement low census call off ➢ Employees with grandfathered EIB will be paid from that bank prior to Medical Leave ➢ Medical Time is paid only after submission & approval of proper medical certification on company provided form to HR 											
HOLIDAYS		<p>Since a hospital operates 24 hours a day, seven days a week, most departments are always open and will always be staffed. Full-time employees in 24/7 departments are required to work some holidays. Managers are required to rotate the schedule fairly.</p> <ul style="list-style-type: none"> ➢ Business/Admin offices are closed on Thanksgiving, Christmas and New Year ➢ Employees are paid 1.5x if scheduled and work on Thanksgiving, Christmas or New Year ➢ Personal time may not be used if employee is scheduled to work a holiday and subsequently calls off 											

2.1(b)(iii) Purchased Vehicles

Avoyelles:

1998 Chevrolet

2003 GMC

2003 CIRM

2009 Chevrolet

Winn

2009 Chevrolet

Oakdale

2007 Chevrolet

2.1(b)(iv) Purchased Personal Property Leases

Avoyelles Capital Leases:

GE Optima 660 CT Technology
GE Medispense
GE Copiers
GE Digital Mammo Unit
Olympus America Inc. Lease (Endoscope)
Philips-Ultrasound

Winn Capital Leases:

GE Medispense
Siemens Chemistry Analyzer Lease
GE Copier
MedOne Capital Funding (IV pumps)

Oakdale Capital Leases:

Mindray DS Capital Lease Telemetry
De Lage Landen Blood Gas Analyzer Capital Lease
Karl Storz Endoscopy
Siemens Chemistry Analyzer
GE Copier
GE MedDispense
Toshiba Ultrasound

Other Personal Property Leases:

Stryker Financing Endoscopy (Winn)
Siemens lab reagent equipment (Avoyelles)

2.1(c) Purchased Intellectual Property Licenses

Hospital Names (no trademarked property).

Avoyelles Hospital

Winn Parish Medical Center

Oakdale Community Hospital

Websites with registered domain names only (no trademarked property).

Avoyelleshospital.com

Oakdalecommunityhospital.com

Winnparishmedical.com

2.1(f) Purchased Contracts

Vendor Agreements:

Computer Programs & Systems, Inc. (“CPSI”)

GPN/Marksville, LLC (Avoyelles)

GPN/Oakdale, LLC (Oakdale)

Medical Records Storage:

Hathorn Record Management System - Avoyelles

Professional Archive Solutions, Inc. – Winn Parish & Oakdale

Managed Care Contracts:

Aetna Better Health Inc.

Aetna Coventry

Amerigroup

Blue Cross Blue Shield

Humana

PPOplus

UnitedHealthcare

Vantage Health Plan

Verity HealthNet Network (Oakdale only)

Capital Leases:

Avoyelles Capital Leases:

GE Optima 660 CT Technology

GE Medispense

GE Copiers

GE Digital Mammo Unit

Olympus America Inc. Lease (Endoscope)

Philips-Ultrasound

Winn Capital Leases:

GE Medispense
Siemens Chemistry Analyzer Lease
GE Copier
MedOne Capital Funding IV pumps

Oakdale Capital Leases:

Mindray DS Capital Lease Telemetry
De Lage Landen Blood Gas Analyzer Capital Lease
Karl Storz Endoscopy
Siemens Chemistry Analyzer
GE Copier
GE MedDispense
Toshiba Ultrasound

Other Personal Property Leases:

Stryker Financing Endoscopy (Winn)
Siemens lab reagent equipment (Avoyelles)

2.2(f) Excluded Tangible Personal Property

None.

2.2(g) Excluded Personal Property Leases

All personal property leases not specified in 2.1(b)(iv).

4.2 (g) Physician Listing

Winn Parish – ER MDs

Dr. Edward Samper, MD

Dr. Julio Iglesias, MD

Dr. Ugochukwu Ike, MD

Dr. Carl Musgrove, MD

Winn Parish - Hospitalist MDs and Extenders

Dr. Eric Dupree, MD

Dr. Ricky Hendrix, MD

Dr. Mark Shelton, MD

Dr. Stacy H Zeller, MD

Dr. Daniel Renois, MD

Benjamin Colvin, NP

Sandra Carter, NP

Michelle Malzan, NP

Bryant Acosta, PA

Oakdale

Dr. Greg Savoy, MD

Dr. Binitha Joseph, MD

5.3 Consents

None.

5.4 Title to Purchased Assets

No Exceptions Identified.

5.5 Real Property

Owned Property

AVOYELLES

Avoyelles Hospital - 4231 Highway 1192 Marksville, LA

Tract No. 1 - Lots 2 & 6 containing 0.887 acres & 1.207 acres respectively, located in Sections 45 and 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: BEGIN at the Northwest corner of Lot 2 which is the intersection of the South Right-of-Way line of Dedicated Street and the East Right-of-Way line of Louisiana Highway Nos. 107 and 115 for the POINT OF BEGINNING: Thence proceed along the South Right-of-Way line of Dedicated Street North 49°02'34" East 55.45 feet; thence along a curve to the right having a chord of North 74°40'15" East 141.26 feet and a radius of 191.00 feet; thence South 22°11'46" East 235.42 feet; thence North 69°16'35" East 155.10 feet; thence South 12°11'15" East 169.54 feet; thence South 09°16'03" East 35.52 feet; thence South 78°29'36" West 19.46 feet; thence along a curve to the right having a chord of South 18°27'33" West 114.84 feet and a radius of 113.31 feet; thence South 79°52'23" West 42.02 feet; thence North 41°00'25" West 543.80 feet back to the POINT OF BEGINNING. Being identified as Tract No. 1 on the plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No. 2 - Lots 3 & 4 containing 0.890 acres and 0.918 acres respectively, located in Section 45, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: BEGIN at the Northwest corner of Lot 3 which is the Southwest corner of the (Now or Formerly) Earland Dupuis et al. property on the East side of Louisiana Highway Nos. 107 and 115 for the POINT OF BEGINNING: Thence proceed along the North line of Section 45, North 73°33'45" East 373.12 feet; thence South 21°35'16" East 259.20 feet; thence along a curve to the right having a chord of North 88°54'02" West 55.30 feet and a radius of 382.00 feet; thence along a curve to the left having a chord of South 84°37'27" West 97.62 feet and a radius of 241.00 feet; thence along a curve to the left having a chord of South 60°15'52" West 78.99 feet and a radius of 246.00 feet; thence South 48°57'39" West 55.32 feet; thence North 41°00'27" West 290.24 feet back to the POINT OF BEGINNING. Being identified as Tract No. 2 on the plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No. 3 - 13.600 acres located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana being more particularly described as follows: BEGIN at the most Southwesterly corner of tract of land on the East side of Louisiana Highway No. 1192 for the POINT OF BEGINNING: Thence proceed North 11°38'56" West 88.90 feet along the East Right-of-Way line of Louisiana Highway No. 1192; thence leaving said Right-of-Way proceed N 78°41'07" E 264.99 feet; thence proceed N 11°25'02" W 252.02 feet; thence proceed S 78°39'14" W 265.10 feet to a 1/2" Rebar marking an intersection with the East Right-of-Way of Louisiana Highway No. 1192; thence proceed N 11°25'50" W along said East Right-of-Way 369.22 feet; thence leaving said Right-of-Way proceed North 77°58'30" East 927.35 feet along South Right-of-Way of parish road to the West side of 50' dedicated street; thence proceed South 10°22'09" East 722.36 feet along the West side of road to the Southeast corner of land herein described; thence proceed South 78°44'00" West 913.52 feet back to the POINT OF BEGINNING. Being identified as Tract No. 3 on plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No. 4 - 3.334 acres located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana being more particularly described as follows: COMMENCE at the most Southwesterly corner of tract of land on the East side of Louisiana Highway No. 1192; thence proceed North 78°44'00" East 963.58 feet to the Southwest corner of land herein described for the POINT OF BEGINNING: Thence proceed North 10°22'34" West 722.34 feet along the east side of Dedicated Street (50' - R/W) to the South Right-of-Way of Parish Road (Hospital Road); thence proceed North 75°47'38" East 200.46 feet along said parish road to the Northeast corner of land herein described (also the Northwest corner of land owned by Ronald Robbins); thence proceed South 10°17'59" East 558.01 feet; thence South 10°33'28" East 174.63 feet to the Southeast corner of land herein described; thence proceed South 78°44'00" West 199.84 feet back to the POINT OF BEGINNING. Being identified as Tract No. 4 on plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No.5

0.471 acres located in Sections 45 and 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows:

Commence at the Northwest corner of Lot 3 which is the Southwest corner of the (now or formerly) Earland Dupuis property on the east side of Louisiana Highway Nos. 107 and 115. Proceed South 41 degrees 00 minutes 27 seconds East along said right-of-way 290.24 feet for the POINT OF BEGINNING; thence leaving said right-of-way proceed North 48 degrees 57 minutes 39 seconds East 55.32 feet; thence proceed along a curve to the right having a chord of North 60 degrees 15 minutes 52 seconds East 78.99 feet and a radius of 246.00 feet; thence proceed along a curve to the right having a chord

of North 84 degrees 37 minutes 27 seconds East 97.62 feet and a radius of 241.00 feet; thence proceed along a curve to the left having a chord of South 88 degrees 54 minutes 02 seconds East 55.30 feet and a radius of 382.00 feet; thence proceed along a curve to the left having a chord of North 84 degrees 18 minutes 18 seconds East 67.31 feet and a radius of 382.00 feet; thence proceed North 78 degrees 08 minutes 45 seconds East 68.12 feet to an intersection with the right-of-way of Louisiana Highway No. 1192; thence proceed South 12 degrees 14 minutes 45 seconds East along said right-of-way 50.15 feet; thence leaving said right-of-way proceed South 78 degrees 33 minutes 13 seconds West 67.94 feet; thence proceed along a curve to the right having a chord of South 87 degrees 26 minutes 54 seconds West 129.64 feet and a radius of 432.00 feet; thence proceed along a curve to the left having a chord of South 74 degrees 40 minutes 15 seconds West 141.26 feet and a radius of 191.00 feet; thence proceed South 49 degrees 02 minutes 34 seconds West 55.45 feet to an intersection with the aforementioned east right-of-way of Louisiana Highway Nos. 107 and 115; thence proceed North 41 degrees 05 minutes 03 seconds West along said right-of-way 50.01 feet to the Point of Beginning. Being identified as Tract No.5 on the plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No.6

0.829 acres located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: Commence at the most Southwesterly corner of tract of land on the East side of Louisiana Highway 1192; thence proceed North 78 degrees 44 minutes 00 seconds East 913.52 feet to the Southwest corner of land herein described for the POINT OF BEGINNING; thence proceed North 10 degrees 22 minutes 09 seconds West 722.36 feet to an intersection with the South right-of-way of Hospital Road; thence proceed North 78 degrees 44 minutes 57 seconds East along said right-of-way 49.97 feet; thence leaving said right-of-way proceed South 10 degrees 22 minutes 34 seconds East 722.34 feet; thence proceed South 78 degrees 44 minutes 00 seconds West 50.06 feet back to the Point of Beginning. Being identified as Tract No.6 on the plat of survey by Walter Glen Kirkland, Registered land Surveyor, dated March 24, 2009.

Tract No.7

0.242 acres located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: Begin at a 5/8 inch rebar (found) marking the Northeast corner of Tract 4, also being the Northwest corner of property owned by Ronald Robbins; thence proceed South 75 degrees 47 minutes 38 seconds West 200.46 feet; thence proceed South 78 degrees 44 minutes 57 seconds West 49.97 feet; thence proceed South 77 degrees 58 minutes 30 seconds West 927.35 feet to an intersection with the East right-of-way line of Louisiana Highway No. 1192; thence proceed North 11 degrees 25 minutes 50 seconds West along said right-of-way 12.00 feet; thence leaving said right-of-way proceed North 78 degrees 13 minutes 13 seconds East 1177.51 feet to the Point of Beginning. Being identified as Tract No. 7 on the plat of survey by Walter Glen Kirkland, Registered land Surveyor, dated March 24, 2009.

Avoyelles MOB - 4239 Highway 1192 Marksville, LA

THAT CERTAIN PIECE OR PARCEL OF LAND SITUATED IN SECTION 61, TOWNSHIP 2 NORTH, RANGE 4 EAST, SOUTHWESTERN LAND DISTRICT, AVOYELLES PARISH, LOUISIANA, BEING SHOWN AS A 1.53 ACRE PARCEL ON A PLAN OF "TOPOGRAPHIC SURVEY OF ST. LUKE MEDICAL PLAZA" BY JESSIE P. LACHNEY, CIVIL ENGINEER AND LAND SURVEYOR, DATED JULY 24, 2003, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF LOUISIANA HIGHWAY 1192, REPORTED TO BE S11°28'E A DISTANCE OF 369.37 FEET FROM THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF HOSPITAL ROAD, SAID CORNER MARKED BY A 1/2" IRON ROD FOUND; THENCE N78°38'46"E (N78°39'32"E REFERENCE SURVEY) A DISTANCE OF 265.17 FEET (265.00 FEET REFERENCE SURVEY) TO A 1/2" IRON ROD FOUND; THENCE S11°27'01"E (S11°28'E REFERENCE SURVEY) A DISTANCE OF 251.96 FEET (252.00 FEET REFERENCE SURVEY) TO A 1/2" IRON ROD FOUND; THENCE S78°39'35"W A DISTANCE OF 265.00 FEET TO A 1/2" IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF LOUISIANA HIGHWAY 1192; THENCE N11°29'27"W (N11°28'W REFERENCE SURVEY) ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 251.90 FEET (252.00 FEET REFERENCE SURVEY) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.533 ACRES AS SURVEYED BY TURNER SURVEYS, LLC, JOB NO. 12-0307, DATED SEPTEMBER 25, 2012, AND IS SUBJECT TO ANY SERVITUDES OR RESTRICTIONS THAT MAY BE OF RECORD.

WINN PARISH MEDICAL CENTER

Tract 1 **.932 Acres** - located in S23, T11N, R3W south of Court St. and West of West Boundry St.

Tract 2 **.225 Acre** - located in S23, T11N, R3W between West Lafayette Street and Tract 3.

Tract 3 **1.713 Acre** - located in S23, T11N, R3W. Medical Center Campus Parcel South of West Lafayette Street and West of West Boundary Street.

Tract 4 **.477 Acre** - located in S23, T11N, R3W South of West Lafayette Street and East of West Boundry Street.

Tract 5 **4.721 Acre** - located in S23, T11N, R3W , Winn Parish, Louisiana.

Tract 6 **.240 Acre** - located in S23, T11N, R3W between Tract 3 and Tract 5.

Tract 7 **.847 Acre** - located in S23, T11N, R3W South of Court Street and West of Roberts Street comprising Lots 2,3,4,5 and a portion of Lot 6 of Block 9 of the Roberts Addition.

Tract 8 **.085 Acre** - located S23, T11N, R3W between Tract 7 and Tract 1 in the Roberts Addition.

OAKDALE HOSPITAL

Tract A	8.665 Acres located NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA - Hospital Tract.
Tract B	.813 Acres located in the NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA - Consists of Tract B1 and B2.
Tract D	1.017 Acres located in the NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA - Tract containing a portion of Hospital Drive.
Tract C	1.515 Acres located in the NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA.
Tract 5	.42 Acres located in Sec. 35, T6S, R5W in Allen Parish, LA.
Tract 6 and 7 Nesom Clinic and a Servitude Estate	.215 Acres located in Allen Parish, LA, Nesom Clinic situated in Lots 1 & 2, Block 6 East of 12th St, City of Oakdale. (one story brick veneer building). This parcel contains Tract 1 where the Nesom Clinic is located and Tract 2 containing a Right of Way Easement.

Oakdale Clinic (Closed/Vacant)

Two physician Medical Office building and real estate located 400 E. 6th Avenue, Oakdale, Louisiana, 71463

Mowad Office Building (Closed/Vacant) – Excluded Asset

The office building and real estate located at 140 Hospital Drive, Oakdale Louisiana 71463

Real Property Leases

AVOYELLES

PDM JDT, LLC - Place Du Marche – MOB

264 Tunica Drive, Marksville, Louisiana, 71351

Subleases

MOB Hope's Children & Family Care Clinic – 338 Moreau Street, Suite B, Marksville, Louisiana 71351

MOB Avoyelles Pediatrics – 338 Moreau Street, Suite E & F, Marksville, Louisiana 71351

MOB Dr. Donna Breen, M.D. – 338 Moreau Street, Suite A, Marksville, Louisiana 71351

MOB Dr. Ellas Mounayar, M.D. – 338 Moreau Street, Suite D, Marksville, Louisiana 71351

**The Place Du Marche shopping center property is located on Tunica Drive and Moreau Street*

Avoyelles Hospital – MOB

4239 Highway 1192, Suite 300, Marksville, LA 71351

Leases:

MOB Avoyelles Surgical Associates – 4239 Highway 1192, Suite 300, Marksville, LA 71351

MOB Dr. Kevin L. Bordelon, M.D. – 4239 Highway 1192, Suite 200, Marksville, LA 71351

MOB Dr. Warren John Plauche – 4239 Highway 1192, Suite 100, Marksville, LA 71351

OAKDALE HOSPITAL

Elizabeth Clinic

504 West Main Street, Elizabeth, Louisiana 70638

Storage Building (Lease from Charles Cottongin)

404 West 6th avenue, Oakdale Louisiana 71463

WINN PARISH

Physical Therapy Building - Shelton Properties, West Coast Division, LLC:
608 W. Lafayette Street, Winnfield, Louisiana 71483

5.7 Intellectual Property

None.

5.8 Material Contracts

Vendor Agreements:

Computer Programs & Systems, Inc. (“CPSI”)

GPN/Marksville, LLC (Avoyelles)

GPN/Oakdale, LLC (Oakdale) Medical Records Storage:

Hathorn Record Management System - Avoyelles

Professional Archive Solutions, Inc. – Winn Parish & Oakdale

Managed Care Contracts:

Aetna Better Health Inc.

Aetna Coventry

Amerigroup

Blue Cross Blue Shield

Humana

PPOplus

UnitedHealthcare

Vantage Health Plan

Verity HealthNet Network (Oakdale only)

Capital Leases:

Avoyelles Capital Leases:

GE Optima 660 CT Technology

GE Medispense

GE Copiers

GE Digital Mammo Unit

Olympus America Inc. Lease (Endoscope)

Philips-Ultrasound

Winn Capital Leases:

GE Medispense

Siemens Chemistry Analyzer Lease

GE Copier

MedOne Capital Funding (IV pumps)

Oakdale Capital Leases:

Mindray DS Capital Lease Telemetry

De Lage Landen Blood Gas Analyzer Capital Lease

Karl Storz Endoscopy

Siemens Chemistry Analyzer

GE Copier

GE MedDispense

Toshiba Ultrasound

Other Personal Property Leases:

Stryker Financing Endoscopy (Winn)

Siemens lab reagent equipment (Avoyelles)

5.9 Employee Benefits

Employee Benefits/Policies

Paid Time Off Policy

Management Contracts¹:

Daniel Rissing Employment Agreement
Hector Lopez Employment Agreement
Mike Hurlburt Employment Agreement
Wayne Thompson Employment Agreement
Kurt Bennett Employment Agreement
Brad Mabry Employment Offer
Donna Varnado Salary Deferral
Hector Lopez Salary Deferral

401(k) plan

All employees of PAC and the Hospitals that are not subject to a collective bargaining agreement are eligible to participate in PAC's 401(k) plan and make voluntary contributions for retirement saving. Employer matching of the employee contribution is at the discretion of PAC. PAC is the Plan Administrator for the 401(k) plan.

Insurance:

PAC Corporate:

Insurance Company	Type of Policy
Blue Cross Blue Shield of LA	Health
MetLife	Life
MetLife	Voluntary Life
MetLife	STD
MetLife	LTD
MetLife	Dental
MetLife	Vision

Avoyelles:

¹ The identification of the Management Contracts herein is for disclosure purposes only and does not indicate assumption of such contracts by the Purchaser.

Insurance Company	Type of Policy
Blue Cross Blue Shield of LA	Health
MetLife	Life
MetLife	Voluntary Life
MetLife	STD
MetLife	LTD
MetLife	Dental
MetLife	Vision

Oakdale:

Insurance Company	Type of Policy
Blue Cross Blue Shield of LA	Health
MetLife	Life
MetLife	Voluntary Life
MetLife	STD
MetLife	LTD
MetLife	Dental
MetLife	Vision

Winn Parish:

Insurance Company	Type of Policy
Blue Cross Blue Shield of LA	Health
MetLife	Life
MetLife	Voluntary Life
MetLife	STD
MetLife	LTD
MetLife	Dental
MetLife	Vision

5.10 Labor and Collective Bargaining Agreement

None.

5.11 (a) Compliance With Laws

Avoyelles:

JCAHO-Accreditation
Pharmacy Permit
Controlled Dangerous Substances License
Clinical Laboratory Improvement Amendments (Lab & Respiratory)
Drug Enforcement Agency License
Department of Health and Hospitals License
Department of Health and Hospitals Inspection
Fire Marshal Inspection Report
American College of Radiology Mammography
Department of Health and Hospitals; Food & Drug Administration Mammography Certification
Department of Health and Hospitals Permit To Operate

Winn Parish:

DHH Survey Letter
Sanitation Services Report
CLIA Amendments
CLIA Lab
Controlled Dangerous Substances License
DHH Inspection
DHH License
DHH Permit To Operate
Drug Enforcement Agency License
Fire Marshal Inspection Report
Pharmacy Permit 2016

Oakdale:

JCAHO-Accreditation
OCH Facility License
OCH Occupational License
Building Safety Inspection Report
Pharmacy Permit & Controlled Dangerous Substance License
Clinical Laboratory Improvement Amendments
American College of Radiology Mammography
Radioactive Material License
DHH Food Inspection

5.11 (b) Compliance With Laws

Winn Parish

Is not accredited by the Joint Commission.

5.12 Financial Advisors

SOLIC Capital Advisors, LLC

6.3(a) Consents

Except as described Purchaser is not required to obtain any consent, approval, authorization, waiver, Order, license or Permit of or from, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Purchaser Documents by Purchaser, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and (ii) the Healthcare Regulatory Consents.

NONE

6.3(b) No Conflicts

Except as set forth to Purchaser's knowledge, none of the execution and delivery by Purchaser of this Agreement or any of the Purchaser Documents, the consummation of the Contemplated Transactions by Purchaser, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, other than any such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the ability of Purchaser to consummate the Contemplated Transactions.

NONE

8.2 Exceptions to Conduct of Business

No exceptions

10.3(d) Required Governmental Consents

Centers for Medicare & Medicaid Services – 855 Form

Department of Health and Hospitals

Drug Enforcement Agency License

Laboratory

12.3 Purchase Price Allocation

For tax purposes only, Seller and Purchaser shall allocate the purchase price (including the Assumed Liabilities) among the Purchased Assets as specified and, in accordance with such allocation, Purchaser shall prepare and deliver to Seller copies of Form 8594 and any required exhibits thereto (the "Asset Acquisition Statement").

[To be supplied by Parties]

**EXHIBITS TO THE
ASSET PURCHASE AGREEMENT**

Dated July 13, 2016

BY AND AMONG

CENTRAL LOUISIANA HOSPITAL GROUP, LLC (Buyer)

AND

PROGRESSIVE ACUTE CARE, L.L.C.

**PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C.
PROGRESSIVE ACUTE CARE WINN PARISH, L.L.C.**

AND

**PROGRESSIVE ACUTE CARE OAKDALE, L.L.C.
(collectively “Seller Group”)**

EXHIBIT A

Form of Bill of Sale

[TO BE SUPPLIED BY THE PARTIES]

EXHIBIT B

Form of Assignment and Assumption Agreement

[TO BE SUPPLIED BY THE PARTIES]

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
Lafayette Division**

IN RE:

CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, et al.

CHAPTER 11

DEBTORS

JOINTLY ADMINISTERED

**NOTICE OF (I) BIDDING PROCEDURES; (II) AUCTION; (III) SALE AND
ASSIGNMENT HEARING AND (IV) RELATED RELIEF AND DATES**

PLEASE TAKE NOTICE that Progressive Acute Care, LLC (“PAC”), Progressive Acute Care Avoyelles, LLC (“PAC Avoyelles”), Progressive Acute Care Oakdale, LLC (“PAC Oakdale”) and Progressive Acute Care Winn, LLC (“PAC Winn”) as debtors and debtors-in-possession (collectively, the “Debtors”) in the above referenced administratively consolidated cases have sought and obtained approval of a preliminary order dated _____, 2016 (Docket No. ___) (the “Bidding Procedures Order”) approving certain bidding and notice procedures and a Stalking Horse Bid and fee, setting certain times to govern competitive bidding at an auction sale (the “Auction”)¹ of certain assets (being the real estate, equipment, inventory, accounts receivable, tangible personal property and intangible personal property (collectively “the Purchased Assets”), and specifically excluding cash and certain other assets of the Debtors’ estates (collectively “the Excluded Assets”) and seeking authority to assume and assign certain Contracts (“the Assumed Contracts”).² The Bidding Procedures Order and exhibits thereto approved by that order are attached to this Notice. Interested bidders and all creditors and other parties in interest, including all Counter-parties to executory contracts and leases included as Assumed Contracts listed on Exhibit __ to the Bidding Procedures Order should carefully read the Bidding Procedures and Bidding Procedures Order. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, if one or more Qualified Bidders (as defined in the Bid Procedures) other than the Stalking Horse Bidder (who is deemed to be a Qualified Bidder) are identified within the requirements and time frame specified by the Bidding Procedures, an auction (the “Auction”) to request additional competitive bids from Qualified Bidders with respect to the Sale of the Purchased Assets or the Assets, as the case may be, will be conducted on August 22, 2016 at 10:00 a.m. (Central Time), at the law office of Steffes, Vingiello & McKenzie, LLC, 13702 Coursey Blvd., Building 3, Baton Rouge, Louisiana 70817; or, at such other location designated by the Debtors, advance notice of which will be provided to all Auction attendees. Only Qualified Bidders may attend and bid at the Auction.

¹ The Auction will only be scheduled and held if there are other Qualified Bidders.

² The Purchased Assets and the Excluded Assets as those terms are used in this Notice are more particularly described in Sections 2.1 and 2.2 of the Asset Purchase Agreement (“the Stalking Horse APA”) attached to the *Bidding Procedures Order as Exhibit 1*.

EXHIBIT 2

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Sale of the Purchased Assets and the assumption and assignment of the Assumed Contracts to the Stalking Horse Bidder, or the Successful Bidder, as applicable (the “Sale and Assignment Hearing”), is presently scheduled to take place on August 26, 2016 at 10:00 a.m. (Central Time), or as soon thereafter as counsel may be heard, before the Honorable Robert Summerhays, United States Bankruptcy Judge, Western District of Louisiana, at the United States Bankruptcy Court, 214 Jefferson Street, Suite 100, Lafayette, LA 70501-7050.

PLEASE TAKE FURTHER NOTICE THAT the Assumed Contracts which the Debtors seek to assume and assign to the Successful Bidder for the Assets at the Auction (as defined in the Bidding Procedures Order) (the “Assignee”) are set forth on **Exhibit A** hereto. In addition, the cure amounts, if any, necessary for the assumption and assignment of the Assumed Contracts (the “Cure Amounts”) are set forth on **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that Objections, if any, to the Sale of the Assets, the assumption and assignment of the Assumed Contracts, including the Cure Amount, or any relief requested in the Motion other than the relief granted by the Court in the Bid Procedures Order must be filed and served no later than 5:00 p.m. (Central Time) on August 16, 2016. Each objection shall state the legal and factual basis of such objection, include all requirements set forth in the Bidding Procedures, and may be orally supplemented at the relevant hearing.

Dated _____, 2016.

STEFFES, VINGIELLO & McKENZIE, L.L.C.

By: /s/ Barbara B. Parsons
William E. Steffes (La. Bar No. 12426)
Barbara B. Parsons (La. Bar No. 28714)
Noel Steffes Melancon (La. Bar No. 30072)
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*Counsel for Progressive Acute Care, LLC,
Progressive Acute Care Avoyelles, LLC,
Progressive Acute Care Oakdale, LLC, and
Progressive Acute Care Winn, LLC, Debtors*

EXHIBIT A

Cure Amount Schedule

AVOYELLES CONTRACTS AND LEASES			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Avoyelles	GE Optima 660 CT Technology	Personal property lease no. 9737902-001: Optima 660 CT Technology	-
PAC	GE Capital	Personal property lease no. 9802124001: Medispense	-
PAC	GE Capital	Personal property lease no. 7808494-001: Copiers	\$9,052.24
PAC Avoyelles	GE Healthcare Financial	Personal property lease no. 8772873-001: Digital Mammo Unit	\$5,964.60
PAC Avoyelles	Olympus America Inc.	Personal property lease: Endoscope	\$4,274.51
PAC Avoyelles	Philips Medical Capital	Personal property lease: Ultrasound	\$2,196.06
PAC	Computer Programs & Systems, Inc.	Electronic records/software	\$65,602.51
PAC Avoyelles	Hathorn Record Management	Medical records storage	\$12,873.62
PAC Avoyelles	Aetna Better Health Inc.	Managed care contract	-
PAC Avoyelles	Aetna Coventry	Managed care contract	-
PAC Avoyelles	Amerigroup	Managed care contract	-
PAC Avoyelles	Blue Cross Blue Shield	Managed care contract	-
PAC Avoyelles	Humana	Managed care contract	-
PAC Avoyelles	PPOplus	Managed care contract	-
PAC Avoyelles	UnitedHealthcare	Managed care contract	-
PAC Avoyelles	Vantage Health Plan	Managed care contract	-
PAC Avoyelles	PDM JDT, LLC	Real property lease: Place Due Marche, 338 Moreau Street, Marksville, Louisiana 71351	-
PAC Avoyelles	Avoyelles Surgical Associates	Real property lease: 4239 Highway 1192, Suite 300, Marksville, LA	-
PAC Avoyelles	Hope's Children & Family Care Clinic	Real property sublease: 338 Moreau Street, Suite B, Marksville, Louisiana	-

PAC Avoyelles	Avoyelles Pediatrics	Real property sublease: 338 Moreau Street, Suite E & F, Marksville, Louisiana	-
PAC Avoyelles	Dr. Donna Breen, M.D.	Real property sublease: 338 Moreau Street, Suite A, Marksville, Louisiana	-
PAC Avoyelles	Dr. Kevin L. Bordelon, M.D.	Real property lease: 4239 Highway 1192, Suite 200, Marksville, LA	-
PAC Avoyelles	Dr. Ellas Mounayar, M.D.	Real property sublease: 338 Moreau Street, Suite D, Marksville, Louisiana	-
PAC Avoyelles	Dr. Warren John Plauche	Real property lease: 4239 Highway 1192, Suite 100, Marksville, LA	-
PAC Avoyelles	Siemens lab reagent equipment	Equipment and Product Agreement	\$28,860.18

OAKDALE CONTRACTS AND LEASES			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Oakdale	Mindray DS	Personal property lease: Telemetry	\$900.01
PAC Oakdale	De Lage Landen	Personal property lease: Blood Gas Analyzer	\$2,576.82
PAC Oakdale	Karl Storz	Personal property lease: Endoscopy	\$14,827.17
PAC Oakdale	Siemens Financial Services	Personal property lease: Chemistry Analyzer	\$19,516.70
PAC	GE Capital	Personal property lease no. 7808494-005: Copier	\$4,160.50
PAC	GE Capital	Personal property lease no. 9802124001: MedDispense	-
PAC Oakdale	Toshiba	Personal property lease: Ultrasound	\$3,218.11
PAC	Computer Programs & Systems, Inc.	Electronic records/software	\$32,136.68
PAC Oakdale	Professional Archive Solutions	Medical records storage	\$20,565.60
PAC Oakdale	Aetna Better Health Inc.	Managed care contract	-
PAC Oakdale	Aetna Coventry	Managed care contract	-
PAC Oakdale	Amerigroup	Managed care contract	-
PAC Oakdale	Blue Cross Blue Shield	Managed care contract	-
PAC Oakdale	Humana	Managed care contract	-
PAC Oakdale	PPOplus	Managed care contract	-
PAC Oakdale	UnitedHealthcare	Managed care contract	-
PAC Oakdale	Vantage Health Plan	Managed care contract	-
PAC Oakdale	Verity HealthNet Network	Managed care contract	-
PAC Oakdale	Charles Cottongin	Real property lease: 404 West 6th avenue, Oakdale, Louisiana	\$2,100
PAC Oakdale	Town of Elizabeth	Real property lease: 504 West Main Street, Elizabeth, Louisiana	\$1,250

WINN CONTRACTS AND LEASES			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Winn	Siemens Financial Services	Personal property lease: Chemistry Analyzer	\$20,629.39
PAC	GE Capital	Personal property lease no. 7808494-006: Copier	\$12,383.67
PAC	GE Capital	Personal property lease no. 9802124001: MedDispense	\$3,802.33
PAC	Computer Programs & Systems, Inc.	Electronic records/software	-
PAC Winn	Professional Archive Solutions	Medical records storage	
PAC Winn	Aetna Better Health Inc.	Managed care contract	-
PAC Winn	Aetna Coventry	Managed care contract	-
PAC Winn	Amerigroup	Managed care contract	-
PAC Winn	Blue Cross Blue Shield	Managed care contract	-
PAC Winn	Humana	Managed care contract	-
PAC Winn	PPOplus	Managed care contract	-
PAC Winn	UnitedHealthcare	Managed care contract	-
PAC Winn	Vantage Health Plan	Managed care contract	-
PAC Winn	Shelton Properties, West Court Division, LLC	Real property lease: 608 W. Lafayette St, Winnfield, LA	\$50,343.75
PAC Winn	Stryker Financing	Personal property lease no. 21-6674: Endoscopy	\$6,195.43
PAC Winn	MedOne Capital Funding	Personal property lease no. MO-E028969A: IV pumps	\$9,282.36

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
Lafayette Division**

IN RE:

CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, et al.

CHAPTER 11

DEBTORS

JOINTLY ADMINISTERED

BIDDING PROCEDURES¹

On _____, 2016, the United States Bankruptcy Court for the Western District of Louisiana (the “Court”) entered the *Order Approving Motion Under 11 U.S.C. §§ 363(b) and (f) and 365 for: (I) Preliminary Order (i) Approving Bidding Procedures and Stalking Horse Bid and Fee, (ii) Prescribing Notice Requirements, and (iii) Setting Hearing Date, Time and Place for Auction of Debtors’ Property; and, for (II) Order Approving Sale of Assets and Assumption and Assignment of Certain Contracts and Leases and Amounts of Cure, if any, Related Thereto* (Docket No. ___) (the “Bidding Procedures Order”), in which the Court approved the following procedures (the “Bidding Procedures”) setting forth the process by which each of the Debtors in above-referenced administratively consolidated cases (the “Debtors”) are authorized to conduct a sale (the “Sale”) of substantially all of their assets (the “Assets”) and assume and assign executory contracts and leases of the Debtors in connection therewith (the “Assumed Contracts”).

These Bidding Procedures describe, among other things, the Assets available for sale, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), respectively, the conduct of any Auction (as defined below), the ultimate selection of the Successful Bidder (as defined below), and the Court’s approval thereof. The Debtors will consult with, among others, the Official Committee of Unsecured Creditors (the “Committee”) throughout the bidding process. In the event the Debtors and any party disagree as to the interpretation or application of these Bidding Procedures, the Court shall have jurisdiction to hear and resolve such dispute.

1. Assets to be Sold

As set forth in the approved Asset Purchase Agreement by and among the Debtors and Central Louisiana Hospital Group, LLC (the “Stalking Horse Bidder”) attached to the Bidding Procedures Order (the “Stalking Horse APA”), the assets proposed to be purchased by the Stalking Horse Bidder (the “Purchased Assets”) consist of substantially all of the Debtors’ property (except the Excluded Assets) and the Assumed Contracts. The Purchased Assets include real estate, equipment, inventory, accounts receivable, tangible personal property and

¹ Capitalized terms otherwise undefined herein shall have the meanings ascribed to them in the Asset Purchase Agreement by and among the Debtors and Central Louisiana Hospital Group, LLC attached to the Bidding Procedures Order.

intangible personal property and are set forth with particularity in Section 2.1 of the Stalking Horse APA. The assets proposed to be excluded from the sale to the Stalking Horse Bidder are set forth with particularity in Section 2.2 of the Stalking Horse APA.

A proposed Qualified Bidder (as defined below) may submit a bid that (i) includes Assets that are not included (or excludes assets that are included) in the Purchased Assets under the Stalking Horse APA² or (ii) includes executory contracts and leases that are not included (or excludes executory contracts and leases that are included) in the Assumed Contracts under the Stalking Horse APA. The inclusion or exclusion of the foregoing shall be considered by the Debtors, in consultation with the Committee (and any other applicable parties as set forth in these Bidding Procedures), in determining whether a bid is a Qualified Bid (as defined below), in determining the Starting Bid (as defined below), and in determining which bid is the highest and best bid (and therefore which bidder is the Successful Bidder (as defined below)) at any Auction (as defined below).

As set forth below, all Assets will be sold free and clear of all liens, claims, encumbrances and other interests (except as otherwise set forth in the applicable asset purchase agreement).

2. “As is, Where is”

Other than as specifically provided in the Stalking Horse APA or any other approved asset purchase agreement, any sale of Assets shall be without representation or warranties of any kind, nature or description by the Debtors, their agents, or their estates. All Assets shall be transferred “as is,” “where is,” and “with all faults.” **THE DEBTORS EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY ASSET.** Except as otherwise provided in the Stalking Horse APA or any other approved asset purchase agreement, all of the Debtors’ right, title, and interest in and to the respective Assets will be transferred free and clear of all liens, claims, encumbrances, and other interests in accordance with section 363(f) of the Bankruptcy Code.

Each Potential Bidder (as defined below) for Assets will be deemed to acknowledge and represent that it: (a) has had an opportunity to conduct due diligence regarding the Assets prior to making its bid; (b) has relied solely upon its own independent review, investigation, and inspection of any document including, without limitation, executory contracts and unexpired leases, in making its bid; and (c) did not rely upon or receive any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, with respect to the Assets, or the completeness of any information provided in connection with the Sale or the Auction.

² Notwithstanding anything contained herein, in no event will any bid submitted for less than all three Hospitals owned and operated by the Debtors be considered a Qualifying Bid.

3. Stalking Horse Bidder

The Debtors have completed arm's length negotiations with Central Louisiana Hospital Group, LLC (the Stalking Horse Bidder) to serve as the stalking horse bidder. As a result of those negotiations, the Stalking Horse Bidder has submitted an initial bid of \$10,550,000 for the Purchased Assets plus the assumption of certain liabilities as set forth in the Stalking Horse APA (the "Stalking Horse Bid"). The Stalking Horse Bid, memorialized by the Stalking Horse APA by and among the Stalking Horse Bidder and the Debtors dated July 13, 2016, shall be subject to higher or better bids pursuant to the terms of these Bidding Procedures and applicable law. The Stalking Horse APA includes the terms and conditions upon which the Debtors expect the Purchased Assets to be sold.

4. Due Diligence

Subject to execution of a confidentiality agreement on terms reasonably acceptable to the Debtors (a "Confidentiality Agreement"), any party willing to submit any proposal, solicitation or offer, or other bid for the Assets (each such party a "Potential Bidder") will be granted access to public and non-public information relating to the Assets to facilitate its consideration of its potential bid, including access to the Debtors' on-line data room maintained by SOLIC Capital Advisors, LLC ("SOLIC") (the "Due Diligence Data Room"). Any confidentiality agreement previously entered into between the Debtors and a Potential Bidder in effect on the date of the entry of the Bidding Procedures Order shall be deemed to be a Confidentiality Agreement for the purposes of these Bidding Procedures.

The Debtors shall provide to each Potential Bidder reasonable due diligence information as necessary to enable such Potential Bidders to evaluate the Assets, including any and all due diligence information provided to the Stalking Horse Bidder and any other Potential Bidders. Potential Bidders interested in conducting due diligence should contact Gregory F. Hagood of SOLIC at ghagood@soliccapital.com or 1-404-307-8893. The Debtors shall have no obligation to furnish any due diligence information after the Bid Deadline (defined below).

In connection with the provision of due diligence information to Potential Bidders, the Debtors shall not furnish any confidential information relating to the Assets, liabilities of the Debtors, or the Sale to any person except a Potential Bidder or such Potential Bidder's duly-authorized representatives to the extent covered by the applicable Confidentiality Agreement and in compliance with the requirements of these Bidding Procedures.

The Debtors and their advisors shall coordinate all reasonable requests for additional information and due diligence access from Potential Bidders; provided, however, that the Debtors may decline to provide such information to any Potential Bidder who, in the Debtors' reasonable business judgment and in consultation with the Committee and SOLIC, has not established that such Potential Bidder intends in good faith to, or has the capacity to, consummate a transaction or whose proposed bid would not likely be sufficient to be the Successful Bidder in view of the value of the Stalking Horse APA to the Debtors' estates. The Debtors will simultaneously distribute via their Due Diligence Data Room in written form any

additional diligence materials provided to any Potential Bidder that were not previously provided to the Stalking Horse Bidder and all other Potential Bidders.

No conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline.

5. Qualified Bidders

Any Potential Bidder desiring to participate in the bidding process must be a “Qualified Bidder.” In order to be considered to be a Qualified Bidder entitled to have its bid considered under these Bidding Procedures and attend and bid at any Auction, a Potential Bidder must deliver to the Debtors’ investment banker (c/o Gregory Hagood, SOLIC Capital Advisors, LLC, 3284 Northside Parkway, Suite 450, Atlanta, Georgia 30327, email: ghagood@soliccapi.com), with copies to counsel to the Debtors (c/o William E. Steffes, Esq., Steffes, Vingiello & McKenzie, LLC, 13702 Coursey Boulevard, Building 3, Baton Rouge, LA 70817, email: bsteffes@steffeslaw.com) and co-counsel to the Committee, (c/o Andrew H. Sherman, Esq., Sills Cummis & Gross P.C., One Riverfront Plaza, Newark, New Jersey 07102, email: asherman@sillscummis.com and c/o J. Eric Lockridge, Esq., P.O. Box 3513, Baton Rouge, LA 70821-3513, email: eric.lockridge@keanmiller.com), the following:

- i. A written, executed, and unqualified agreement to be bound by these Bidding Procedures and the Bidding Procedures Order;
- ii. An executed confidentiality agreement on terms reasonably acceptable to the Debtors as required by Section 4 above, which shall inure to the benefit of the Successful Bidder; and
- iii. Proof in a form satisfactory to the Debtors, in consultation with the Committee and SOLIC, of the person, entity, or joint venture’s financial ability to consummate its offer for the Assets it is seeking to purchase, consisting, for example, of current financial statements, letters or loan commitments from financial institutions, bank statements reflecting current bank balances, evidence of existing lines of credit with financial institutions, and such other proof that the Debtors, in consultation with the Committee and SOLIC, might find to be satisfactory.

6. Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written and electronic copies of such bid to the Debtors’ investment banker (c/o Gregory Hagood, SOLIC Capital Advisors, LLC, 3284 Northside Parkway, Suite 450, Atlanta, Georgia 30327, email: ghagood@soliccapi.com), with copies to counsel to the Debtors (c/o William E. Steffes, Esq., Steffes, Vingiello & McKenzie, LLC, 13702 Coursey Boulevard, Building 3, Baton Rouge, LA 70817, email: bsteffes@steffeslaw.com) and co-counsel to the Committee, (c/o Andrew H. Sherman, Esq., Sills Cummis & Gross P.C., One Riverfront Plaza, Newark, New Jersey 07102, email: asherman@sillscummis.com and c/o J. Eric Lockridge, Esq., P.O. Box 3513, Baton

Rouge, LA 70821-3513, email: eric.lockridge@keanmiller.com) so as to be received by **no later than 12:00 p.m. (prevailing Central time) on August 19, 2016** (the “Bid Deadline”).

7. Requirements of a “Qualified Bid”

To be deemed a Qualified Bidder, in addition to satisfying the requirements of Section 5 above, a Potential Bidder must submit a “Qualified Bid.” To be a Qualified Bid that may be considered at the Auction, a bid must:

- a. be in writing;
- b. be made on terms and conditions that are not less favorable than those set forth in the Stalking Horse APA (including the same time parameters as the Stalking Horse Bid or better) in the judgment of the Debtors, in consultation with the Committee, SOLIC, and Business First Bank (“BFB”). Specifically any bid seeking to acquire all of the Purchased Assets, must provide for cash consideration of at least \$10,550,000 plus the amounts of the break-up fee (\$300,000) plus the Stalking Horse Bidder’s expenses (up to \$50,000) provided for in the Stalking Horse APA plus an initial overbid of \$50,000;
- d. be accompanied by a deposit in the form of a cashier’s check in the amount of \$500,000 (an “Earnest Money Deposit”) payable to the order of Progressive Acute Care, LLC (such cash deposit will be applied to the ultimate purchase price or otherwise applied or returned in accordance with these Bidding Procedures);
- e. provide evidence satisfactory to the Debtors, based on their business judgment, in consultation with the Committee, SOLIC, and BFB, of having sufficient specifically-committed funds to complete the transaction or a non-contingent lending commitment for the full bid amount and such other documentation relevant to the Qualified Bidder’s ability to qualify as the purchaser of the Assets and ability to close the Sale and immediately and unconditionally pay the purchase price at closing;
- f. be irrevocable until the later of (A) the earlier of (i) the Qualified Bidder’s bid being determined by the Debtors, after consultation with the Committee, SOLIC, and BFB, not to be a Qualified Bid; or (ii) another Qualified Bidder’s bid for substantially all of the Assets being approved by the Court; or (B) if the Qualified Bidder is the Reserve Bidder (as defined below), the closing shall have occurred or the Debtors shall have determined not to proceed with a sale to the Reserve Bidder;
- g. be accompanied by (i) a fully executed asset purchase agreement (the “Modified APA”) that is substantially in the form attached hereto (the “Form APA”) and reasonably allocates the purchase price among the Debtors’ respective assets by Hospital broken down into amount attributed to real estate and improvements, personal property and contracts, and accounts receivable for each, and (ii) a version electronically marked

to show reasonable changes against the Stalking Horse APA;

h. identify all Purchased Assets and Assumed Contracts (as defined in the form APA) that are being excluded from the bid³ and any Excluded Assets (as defined in the form APA) that are being included in the bid;

i. identify all executory contracts or unexpired leases the Qualified Bidder seeks to have assumed by the Debtors and assigned to it;

j. provide admissible evidence of the Qualified Bidder's ability to provide adequate assurance of further performance under the Assumed Contracts;

k. contain no contingencies of any kind other than those set forth in the Form APA;

l. provide that the Qualified Bidder is obligated to perform as the Reserve Bidder in the event the Qualified Bidder is not the Successful Bidder;

m. contain information sufficient to allow the Debtors to determine that the Potential Bidder is likely to receive all necessary regulatory approvals in a timely manner;

n. disclose the identity of each entity that will be bidding for the Assets or otherwise participating in connection with such bid, including the names and addresses of any members or individuals with an interest in the entity, and the complete terms of any such participation, as well as disclose the organization form and the business conducted by each entity. Any Qualified Bidder shall be required to provide such additional information as the Debtors, in consultation with the Committee, may reasonably require regarding the identity of the bidder and related persons and entities;

o. include an acknowledgement and representation that the Qualified Bidder is solvent and will not be rendered insolvent as a result of any of the transactions contemplated by the Modified APA;

p. include an acknowledgement and representation that the Qualified Bidder: (A) has had an opportunity to conduct any and all required due diligence regarding the Assets prior to making its offer; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; and (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Assets or the completeness of any information provided in connection therewith or with the Auction (defined below), except as expressly stated in the Modified APA;

³ In no event will any bid submitted for less than all three Hospitals owned and operated by the Debtors be considered a Qualifying Bid.

q. be accompanied by an affirmative statement from the Qualified Bidder that: (i) it has and will continue to comply with these Bidding Procedures; (ii) that its bid does not entitle such Qualified Bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement; and (iii) it waives any substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to bidding for the Assets; and

r. contain such other information reasonably requested by the Debtors, in consultation with the Committee.

8. Evaluation of Qualified Bids

Bids will be evaluated based upon several factors including, without limitation, (1) the aggregate consideration of such bid, (2) the risks and timing associated with consummating such bid, (3) the terms and conditions of the Modified APA, (4) the ability of the Qualified Bidder to obtain appropriate regulatory approvals, and (5) any other factors deemed relevant by the Debtors in their reasonable business judgment in consultation with the Committee, SOLIC, and BFB.

The Debtors shall make a determination, in consultation with the Committee, SOLIC, and BFB, regarding whether a bid is a Qualified Bid and shall notify all Qualified Bidders who submitted bids whether their bids have been determined to be Qualified Bids by **no later than 5:00 p.m. (prevailing Central time) on August 19, 2016**. For purposes of these Bidding Procedures and bidding at the Auction, the Stalking Horse Bidder is a Qualified Bidder and the Stalking Horse Bid is a Qualified Bid. The Debtors reserve the right to reject any bid on any grounds in consultation with the Committee and BFB.

9. The Auction

If the Debtors receive at least one Qualified Bid other than the Stalking Horse Bid, an auction sale of Assets (the "Auction") will be conducted by the Debtors **at 10:00 a.m. (prevailing Central time) on August 22, 2016**. **Only Qualified Bidders who submit a Qualified Bid may bid at the Auction**. The Debtors will notify all such Qualified Bidders of any changes regarding the time or location of the Auction.

The Auction shall be governed by the following procedures:

a. the Auction will be conducted openly and the actual identity of each Qualified Bidder will be disclosed on the record at the Auction;

b. each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale;

c. at least one (1) calendar day prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Debtors and the Committee whether it intends to attend the Auction; provided, however, in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall

nevertheless remain fully enforceable against such Qualified Bidder until the date of the selection of the Successful Bidder at the conclusion of the Auction;

d. at least one (1) business day prior to the Auction, the Debtors will advise the Stalking Horse Bidder and all other Qualified Bidders of the Qualified Bid which the Debtors, in consultation with the Committee, believe, in their reasonable discretion, is the highest or otherwise best offer (the "Starting Bid");

e. bidding will commence at the Starting Bid;

f. each bid subsequent to the Starting Bid shall be at least \$50,000 above the Starting Bid, to be paid on the closing date, and the Debtors, in consultation with the Committee and BFB, will evaluate each such bid. After the first round of bidding and between each subsequent round of bidding, the Debtors shall announce the bid that they, in consultation with the Committee and BFB, believe to be the highest or otherwise better offer (the "Leading Bid"). A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the Leading Bid. A Qualified Bidder who fails to bid in any round of bidding shall not be permitted to bid thereafter;

h. for the purpose of evaluating the value of the consideration provided by subsequent bids (including any subsequent bid by the Stalking Horse Bidder), the Debtors, in consultation with the Committee and BFB, will give effect to any additional liabilities to be assumed by a Qualified Bidder;

i. the Auction shall be conducted openly, and each bidder will be informed of the terms of the previous bid determined by the Debtors, in consultation with the Committee and BFB, to have been the highest and otherwise best bid;

j. each bidder will be permitted a fair, but limited, amount of time to respond to the previous bid at the Auction;

k. the Auction shall continue until there is only one highest and otherwise best bid in the Debtors' determination, in consultation with the Committee, SOLIC, and BFB (the "Successful Bid"). In selecting the Successful Bid, the Debtors, in consultation with the Committee, SOLIC, and BFB, will give due consideration to all factors that may be relevant, including, but not limited to, the amount of the bid and the financial ability of the bidder;

l. the Qualified Bidder who submits the Successful Bid shall be the "Successful Bidder;" and

m. the Debtors, in consultation with the Committee, SOLIC, and BFB, will also identify the second-highest and otherwise second-best bid (the "Reserve Bid"), and the Qualified Bidder who submits the Reserve Bid shall be the "Reserve Bidder;"

n. the determination of the Successful Bid, Successful Bidder, Reserve Bid, and Reserve Bidder by the Debtors, in consultation with the Committee, SOLIC, and BFB, shall be final, subject only to approval by the Court;

o. unless otherwise agreed to by the Debtors, in consultation with the Committee and the Successful Bidder, within one (1) business day after the conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bidder's Successful Bid was made;

p. within one (1) business day after the conclusion of the Auction (if any), the Debtors shall file a notice identifying the Successful Bid, Successful Bidder, Reserve Bid, and Reserve Bidder with the Court, and shall serve such notice by fax, email or overnight mail to all counterparties whose contracts are proposed to be assumed and assigned; and

q. the bidding at the Auction shall be transcribed stenographically and may be recorded or videotaped.

The Debtors, in consultation with the Committee, will have the right to adopt additional detailed procedures for the conduct of the Auction at any time prior to the start of the Auction. Any rules developed by the Debtors will provide that all bids in the Auction will be made and received in one room, on an open basis, and all other Qualified Bidders participating in the Auction will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Bidder will be fully disclosed to all other Qualified Bidders participating in the Auction and that all material terms of each bid made at the Auction will be fully disclosed to all other Qualified Bidders throughout the entire Auction. The Debtor, after consultation with the Committee, may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction, provided that such rules are (i) not inconsistent with these Bidding Procedures, the Bankruptcy Code, the Bidding Procedures Order, or any other order of the Court entered in these cases, and (ii) disclosed to each Qualified Bidder at the Auction.

Parties entitled to attend the Auction shall include the Debtors, the Stalking Horse Bidder, the Committee, each Qualified Bidder who submitted a Qualified Bid, BFB, and each of their respective representatives and professionals. The Stalking Horse Bidder and each Qualified Bidder shall appear at the Auction in person, or through a representative who provides appropriate evidence of such person's authority.

10. The Sale Hearing

At the hearing to approve the Sale **on August 26, 2016 at 10:00 a.m. (prevailing Central time)** (the "Sale Hearing"), the Debtors will seek entry of an order authorizing and approving the Sale to the Successful Bidder. Any objections to any of the relief to be requested at the Sale Hearing must be in writing, state the basis of such objections with specificity and be filed with the Court **on or before 5:00 p.m. (prevailing Central time) on August 16, 2016;**

and objections solely with respect to the events at the Auction and the sale to a bidder other than the Stalking Horse Bidder shall be filed on or before 5:00 p.m. (prevailing Central time) on August 24, 2016. Parties shall file and serve any objections to the Sale Motion in the manner prescribed in the notice of the motion to approve the sale of the Assets. The Sale Hearing may be adjourned or rescheduled from time to time. The Debtors shall provide notice of such adjournment or rescheduling to the following parties or their counsel: (i) the U.S. Trustee; (ii) the Stalking Horse Bidder; (iii) the Committee; (iv) any Qualified Bidders; (v) all parties that have filed a timely objection to the Sale; (vi) all persons or entities known or reasonably believed to have asserted a lien in any of the Assets; and (vii) all parties that have requested notice in the Debtors' bankruptcy case.

11. Failure to Consummate Purchase

Following the Sale Hearing, if the Successful Bidder fails to timely consummate the closing of the Sale because of a breach or failure to perform on the part of such Successful Bidder: (i) defaulting Successful Bidder's deposits, including the Earnest Money Deposit, shall be forfeited to the Debtors; and (ii) the Debtors will be authorized, but not required, to consummate the Sale with Reserve Bidder without further order of the Court. In that event, the Reserve Bidder shall have seven (7) days to close the Sale, and if the Sale is not timely closed because of a breach or failure to perform on the part of the Reserve Bidder, the Reserve Bidder's deposits, including the Earnest Money Deposit, shall be forfeited to the Debtors. Additionally, the Debtors shall be entitled to seek all damages under state or federal law, if any, from any defaulting Successful Bidder or Reserve Bidder.

12. Application and Return of Earnest Money Deposit

The Earnest Money Deposit of the Successful Bidder shall be applied to the Successful Bidder's obligations under the Successful Bid upon closing of the transactions contemplated thereby. If a Successful Bidder fails to close the transactions contemplated by the Successful Bidder then such Successful Bidder shall forfeit its Earnest Money Deposit.

The Earnest Money Deposit of the Reserve Bidder shall be returned to the Reserve Bidder upon the later of (i) the closing of the Sale to the Successful Bidder and (ii) ninety days after the Sale Hearing; provided, however, that if a Successful Bidder fails to close the transaction when and as provided in the Successful Bid, then the Earnest Money Deposit of the Reserve Bidder shall be applied to the Reserve Bidder's obligations under the Reserve Bid upon closing of the transaction contemplated thereby. If a Reserve Bidder fails to close the transaction contemplated by a Reserve Bid, then such Reserve Bidder shall forfeit its Earnest Money Deposit.

All other Earnest Money Deposits of Qualified Bidders who are not the Successful Bidder or the Reserve Bidder shall be returned within three (3) business days after the conclusion of the Auction. The Debtors reserves all of its rights regarding any return of Earnest Money Deposits, and the failure by the Debtors to timely return any Earnest Money Deposits shall not serve as a claim for breach of any Qualified Bids or create any default in favor of any Qualified Bidders.

13. Modification of Bidding Procedures

The Debtors, with the consent of the Committee, may amend any non-material terms of these Bidding Procedures, in their reasonable business judgment, at any time in any manner that will best promote the goals of the bidding process, including but not limited to extending or modifying any of the dates described herein.

14. Summary of Schedule

July 26, 2016 at 10:00 a.m.	Hearing on Motion to Approve Bidding Procedures
August 16, 2016 at 5:00 p.m.	Sale Objection Deadline
August 19, 2016 at 12:00 p.m.	Bid Deadline
August 19, 2016 at 5:00 p.m.	Deadline to Notify Qualified Bidders
August 22, 2016 at 10:00 a.m.	Auction
August 24, 2016 at 5:00 p.m.	Sale Objection Deadline (with respect to Auction and non-Stalking Horse Bidder purchaser issues)
August 26, 2016 at 10:00 a.m.	Sale Hearing

Asset Purchase Agreement

by and among

**PROGRESSIVE ACUTE CARE, L.L.C.
PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C.
PROGRESSIVE ACUTE CARE WINN PARISH, L.L.C.
AND
PROGRESSIVE ACUTE CARE OAKDALE, L.L.C.**

and

Dated as of _____, 2016.

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- Exhibit A Bill of Sale
- Exhibit B Assignment and Assumption Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of _____, 2016 (this "Agreement"), between Progressive Acute Care, L.L.C. ("PAC"), a South Carolina limited liability company and Progressive Acute Care Avoyelles, L.L.C. ("PAC-A"), Progressive Acute Care Winn Parish, L.L.C. ("PAC-W"), Progressive Acute Care Oakdale, L.L.C. ("PAC-O"), all Louisiana limited liability companies the "Sellers" or the "Seller Group"), and _____ a _____ ("Purchaser").

WHEREAS, each of Sellers has become a debtor-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on or around May 31, 2016 (the "Petition Date"), in the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division, (the "Bankruptcy Court") and Sellers' cases have administratively consolidated as Case No. 16-50740 on the docket of the Bankruptcy Court (the "Bankruptcy Case"); and

WHEREAS, Seller Group owns and operates three hospitals (the "Hospitals") including Winn Parish Medical Center located in Winnfield, Louisiana; Avoyelles Hospital located in Marksville, Louisiana; and Oakdale Community Hospital located in Oakdale, Louisiana.

WHEREAS, an Order("the Bidding Procedures Order") approving certain bidding procedures and setting an Auction for Sellers' Assets was entered in the Bankruptcy Case on July __, 2016 [Doc. __] and Purchaser desires to be a Qualified Bidder to participate in the auction to acquire certain of Sellers' Assets and Contracts as set forth below. A copy of the Bidding Procedures¹ approved by the Bankruptcy Court is attached hereto as Exhibit "A" and Purchaser acknowledges and agrees that this Agreement is submitted in order to be considered as a Qualified Bidder as defined in the Bidding Procedures and agrees that it is bound by the procedures set forth therein.

WHEREAS, if Purchaser is the Successful Bidder at the auction, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. Without limiting the generality of the foregoing, the members of Seller and any Person under common control with a member shall be considered an Affiliate of Sellers.

“Business” means the ownership of the Hospitals.

“Business Day” means any day of the year on which national banking institutions in Louisiana are open to the public for conducting business and are not required or authorized to close.

“CMS” means the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any written contract, indenture, note, bond, lease, license or other agreement, other than a real property lease, a personal property lease or an Intellectual Property License.

“Copyrights” means all copyrights and registrations and applications therefore and works of authorship, and mask work rights that are used by Sellers in connection with the Business as of the date hereof.

“Creditors’ Committee” means the official committee of unsecured creditors of Sellers, if any, appointed in connection with the Bankruptcy Case.

“LDH” means the Louisiana Department of Health.

“Documents” means all files, Patient Records, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation

(sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related exclusively to the Business and the Purchased Assets in each case whether or not in electronic form.

“Employees” means all individuals, as of the date hereof, whether or not actively at work as of the date hereof, who are employed by PAC-A, PAC-O, and PAC-W in the conduct of the Business, together with individuals who are hired in respect of the conduct of the Business after the date hereof and prior to the Closing, except that “Employees” shall not include individuals who regularly perform administrative functions for Sellers relating to both the Business and in any material respect any of the Other Businesses and shall not include any officer of Sellers or employees of PAC.

“Environmental Law” means any foreign, federal, state or local statute, regulation, ordinance, or rule of common law currently in effect relating to the protection of human health and safety or the environment or natural resources including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and the regulations promulgated pursuant thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Contracts” means the Contracts relating to the Business set forth on Schedule 1.1(a).

“Final Order” means an order of the Bankruptcy Court: (a) as to which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review or to move for reargument, rehearing, reconsideration or stay has expired and as to which no appeal, petition for writ of certiorari, or other appellate review, or proceedings for reargument, rehearing, reconsideration or stay shall then be pending; or (b) as to which any right to appeal, petition for certiorari, or move for reargument, rehearing or stay shall have been waived in writing by all parties with such right; or (c) in the event that an appeal, writ of certiorari, or other appellate review or reargument, rehearing, reconsideration or stay thereof has been sought, which order shall have been affirmed by the highest court to which such order was appealed or from which writ of certiorari or other appellate review or reargument, rehearing, reconsideration or stay was sought, and as to which the time to take any further appeal, to petition for writ of certiorari, to otherwise seek appellate review, and to move for reargument, rehearing, reconsideration or stay shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

“FMP” or “Full Medicaid Pricing,” also referred to as “Full Medicaid Payment,” means supplemental payments to which one or more of the Hospitals is entitled to receive from the Louisiana Medicaid managed care organizations.

“Furniture and Equipment” means all furniture, fixtures, furnishings, hospital beds, machinery, appliances and other equipment and leasehold improvements owned by Sellers, used by Sellers in the conduct of the Business and located in the Ordinary Course of Business at the Owned Property or the property subject to the Real Property Leases, including all such desks, chairs, tables, Hardware, copiers, telephone lines, telecopy machines and other telecommunication equipment (and, to the extent assignable by Sellers, the telephone numbers associated therewith used in the Ordinary Course of Business and not used in any of Sellers’ Other Businesses), cubicles and miscellaneous office furnishings.

“GAAP” means generally accepted accounting principles in the United States as of the date hereof.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Hardware” means any and all computer and computer-related hardware, including, but not limited to, computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

“Healthcare Regulatory Consents” shall mean in respect of Sellers or Purchaser, as the case may be, such consents, approvals, authorizations, waivers, Orders, licenses or Permits of any Governmental Body as shall be required to be obtained and such notifications to any Governmental Body as shall be required to be given by such party in order for it to consummate the Contemplated Transactions in compliance with all applicable Law relating to health care or healthcare services of any kind and shall include, without limitation, obtaining any such consents, approvals, authorizations, waivers, Orders, licenses or Permits, or notices to, the LDH and DEA.

“Indebtedness” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or

indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

“Intellectual Property Licenses” means (i) any grant by Sellers to a third Person of any right to use any of the Purchased Intellectual Property owned by Sellers and (ii) any grant to Sellers of a right to use in connection with the Business any intellectual property rights owned by any other Person, to the extent, and only to the extent, such right is transferable by Sellers (taking into consideration the provisions of Section 8.3).

“IRS” means the Internal Revenue Service.

“Knowledge of Sellers” (and “Seller’s Knowledge”) means the actual or imputed knowledge of those officers of Sellers identified on Schedule 1.1(b).

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto which may by law or contract be recovered from any obligor thereon.

“Lien” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement and transfer restriction under any agreement.

“Marks” means all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof.

“Material Adverse Effect” means (i) a material adverse effect on the assets, properties, operations or financial condition of the Business (taken as a whole), or (ii) a material adverse effect on the ability of Sellers to consummate the Contemplated Transactions or to perform their obligations under this Agreement, other than an effect resulting from an Excluded Matter. “Excluded Matter” means any one or more of the following: (i) the effect of any change in the United States or foreign economies or securities or financial markets in general; (ii) the effect of any change that generally affects any industry in which Sellers operate (including a general adverse change in medical reimbursement rates); (iii) the effect of any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military

actions existing or underway as of the date hereof; (iv) the effect of any action taken by Purchaser or its Affiliates with respect to the Contemplated Transactions or with respect to Seller, including their respective employees; (v) any matter of which Purchaser is aware on the date hereof; (vi) the effect of any changes in applicable Laws or accounting rules; or (vii) any effect resulting from the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the Contemplated Transactions; or (viii) any effect resulting from the filing of the Bankruptcy Case and reasonably anticipated effects thereof or Sellers' compliance with the Bankruptcy Code.

“Medicaid” means the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. Sections 1396 et seq., as amended) and applicable Louisiana statutes and administered by LDH.

“Medicare” means the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. Sections 1395 et seq., as amended) and administered by CMS.

“Order” means any order, injunction, judgment, decree, ruling, consent, approval, writ, assessment or arbitration award of the Bankruptcy Court or other Governmental Body.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, subject, however, in respect of the period after the Petition Date, to those actions necessary and incident to the Bankruptcy Case and to comply with the Bankruptcy Code.

“Owned Property” means the property and improvements set forth on Schedule 1.1(c).

“Patents” means all patents and applications therefore owned by the Sellers, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon.

“Patient Records” shall mean any Documents containing information concerning medical or behavioral health services provided to, or the medical or behavioral health of any individual, or that are otherwise subject to regulation under the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated pursuant thereto, including the Transaction Code Set Standards, the Privacy Rules and the Security Rules set forth at 45 C.F.R. Parts 160 and 164.

“Permits” means any approvals, authorizations, consents, licenses, permits, provider numbers, certificates of need, certificates of exemption, franchises, accreditations, registrations or certificates of a Governmental Body or other regulatory entity.

“Permitted Exceptions” means; (i) all defects, exceptions, restrictions, easements, encroachments, covenants, reservations, declarations, state of facts depicted in surveys and rights of way disclosed in policies of title insurance, surveys and other related documentation that have been made available to Purchaser (ii) statutory liens for current

Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefore; (iv) zoning, entitlement and other land use and environmental regulations or designations by any Governmental Body provided that such regulations or designations have not been violated; (vi) title of a lessor under a capital or operating lease;

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Personal Property Leases” means any lease by Sellers of personal property, including Equipment, used (i) primarily in connection with the Business and (ii) not used to a material degree in any of Sellers’s Other Businesses.

“PTO Liability” means the value, as of the Closing, of all accrued paid time off hours for all Sellers’ employees being hired by the Purchaser based on current wage rates calculated as shown on Schedule 1.1(d).

“Purchased Intellectual Property” means all intellectual property rights (other than rights under an Intellectual Property License) owned by Sellers and used by Sellers (i) primarily in connection with the Business and (ii) not used to a material degree in any of Sellers’s Other Businesses, including any in the form of or arising from or in respect of Patents, Marks, Copyrights, Software or Technology.

“Real Property Leases” means any lease by Sellers of immovable property and improvements thereon used (i) primarily in connection with the Business and (ii) not used to a material degree in any of Sellers’ other businesses.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or leaching into the indoor or outdoor environment, or into or out of any property.

“Sale Motion” means the motion or motions of Sellers, in form and substance reasonably acceptable to Purchaser and Sellers, seeking approval and entry of the Sale Order.

“Sale Order” shall be an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Sellers approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Sellers to consummate the Contemplated Transactions. Without limiting the generality of the foregoing, such order shall find and provide, among other things, that (i) the Purchased Assets sold to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens (other than Liens created by Purchaser and Permitted Exceptions) and claims, such Liens and claims to attach to the Purchase Price; (ii) Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions; (iv) the Bankruptcy Court shall

retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof as provided in Section 13.4 hereof; and (v) this Agreement and the Contemplated Transactions may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Sellers or any chapter 7 or chapter 11 trustee of Sellers; the Sale Order (or a separate order of the Bankruptcy Court if necessary) shall also approve the assumption and assignment of the Real Property Leases, Personal property Leases, and other contracts to be acquired by Purchaser as set forth in Section 2.1

“Software” means, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Tax Authority” means any state or local government, or agency, instrumentality or employee thereof, charged with the administration of any law or regulation relating to Taxes.

“Taxes” means (i) all federal, state, local or foreign taxes, charges or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business, other than any in the form of Software.

1.2 Terms Defined Elsewhere in this Agreement. Other terms used in this Agreement have meanings set forth in the sections where such terms are defined.

1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Periods. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(b) The parties hereto have been advised by counsel, and have participated jointly, in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted in its entirety by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, acquire and accept from each Sellers, and each of Sellers shall sell, transfer, assign, convey and deliver to Purchaser (the "Contemplated Transactions"), all of such Sellers's respective

right, title and interest in, to and under the Purchased Assets, free and clear of any and all Liens or adverse claims other than Permitted Exceptions. “Purchased Assets” shall mean the following assets of Sellers (but excluding Excluded Assets as defined in Section 2.2 below) existing as of the Closing:

(a) all rights of Sellers to each Owned Property except the Excluded Owned Properties listed in Section 2.2(d) and, subject to Section 2.5, each Real Property Lease, together with all improvements and fixtures thereto and other appurtenances and rights in respect thereof;

(b) (i) the Furniture and Equipment, (ii) the tools, spare parts, supplies and other tangible personal property owned by Sellers, used by Sellers in the conduct of the Business and located in the Ordinary Course of Business at the Owned Property or the property subject to the Real Property Leases (excluding, however, any tangible personal property identified on Schedule 2.1(b)) and (iii) the vehicles identified on Schedule 2.1(b)(iii) (the “Purchased Vehicles”) and (iv) subject to Section 2.5, the Personal Property Leases identified in Schedule 2.1(b)(iv), other than any identified on Schedule 2.2(g) to be Excluded Assets;

(c) (i) the Purchased Intellectual Property, (ii) the rights of Sellers as licensor under the Intellectual Property Licenses identified in Schedule 2.1(c) and, subject to Section 2.5, all rights of Sellers as licensee under any Intellectual Property Licenses used by Sellers (the “Purchased Intellectual Property Licenses”);

(d) any accounts receivable owned by Sellers, excluding i) any payments due for the Hospitals’ 2015 CMS Medicare cost reports and ii) amounts due for any FMP payments attributable to services rendered by the Hospitals for periods prior to September 1, 2016;

(e) all bank accounts of the Sellers, all cash, cash equivalents, bank deposits or similar cash items of Sellers as of the Closing Date (reserving to Sellers all cash and bank deposits held by Sellers as of 5:00 PM the day before the Closing Date), all securities owned by Sellers as of the Closing Date including all pre-petition deposits (including customer deposits and security deposits for rent, electricity, telephone or other utilities and deposits posted under any Purchased Contract);

(f) subject to Section 2.5, the Contracts set forth on Schedule 2.1(d) (the “Purchased Contracts”) inclusive of, but not limited to (i) the Sellers’s CPSI contract and contracts relating to equipment leases and medical records storage (ii) the Seller’s professional liability insurance policies;

(g) subject to the provisions of Section 8.8, all Documents that are used in, held for use in or intended to be used in, or that arise primarily out of, the Business, including patient medical records, Documents relating to the services provided by the Business, the marketing of the Business’s services (including advertising and promotional materials), Purchased Intellectual Property, personnel files for and files including credit information and supplier lists;

- (h) all Permits used by Sellers in the Business to the extent assignable;
- (i) all of Sellers's Medicare or Medicaid and other payor provider numbers and agreements to the extent assignable;
- (j) all rights of Sellers, to the extent transferable, under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to services provided to Sellers after the Closing or to the extent affecting any Purchased Assets, other than any warranties, representations and guarantees pertaining to any Excluded Assets; and
- (k) all goodwill and other intangible assets associated with the Business, including customer and supplier lists and the goodwill associated with the Purchased Intellectual Property;
- (l) any claim, right or interest of Sellers in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof).

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and each Seller shall retain all of its respective right, title and interest to, in and under the Excluded Assets. "Excluded Assets" shall mean all assets, properties, interests and rights of each Seller other than the Purchased Assets as set forth below:

- (a) all cash, cash equivalents, bank deposits or similar cash items of Seller as of 5:00 PM and any and all post-petition deposits on the day before the Closing Date
- (b) the Excluded Contracts;
- (c) any payments due for the Hospitals' 2015 CMS Medicare cost reports
- (d) FMP payments attributable to services rendered by the Hospitals prior to September 1, 2016;
- (e) The building and real property located at 140 Hospital Drive, Oakdale, Louisiana 71463 (collectively the "Excluded Owned Properties")
- (f) the Tangible Personal Property listed on Schedule 2.2(f);
- (g) the Personal Property Leases identified on Schedule 2.2(g);
- (h) any intellectual property rights of any Sellers other than the Purchased Intellectual Property; it being understood that Sellers shall not convey, and Purchaser shall not acquire, pursuant to this Agreement any right in or to any website or e-mail address owned or used by Sellers (whether or not used in the Business);

(i) any other books and records that Sellers are required by Law to retain or that Sellers determines are necessary or advisable to retain including, without limitation, Tax Returns, financial statements, and corporate or other entity filings; provided, however, that Purchaser shall have the right to make copies at its expense of any portions of such retained books and records that relate to the Business as conducted before the Closing (except as prohibited by Law) or that relate to any of the Purchased Assets;

(j) any documents relating to proposals to acquire the Business by Persons other than Purchaser;

(k) any rights, claims, counterclaims, demands or causes of action of Seller against third parties relating to assets, properties, Business or operations of Seller, including any actions under chapter 5 of the Bankruptcy Code or applicable state law, arising out of events occurring prior to the Closing Date or arising out of the Closing, other than any arising under or pursuant to any warranties, representations and guarantees referred to in Section 2.1(j) or related in any way to any Purchased Asset, Assumed Liability, any Purchased Contract or any Contract assumed by Purchaser

(l) the amounts described in Section 3 and all other rights of each Seller under this Agreement, the Seller Documents and the Contemplated Transactions.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall assume, effective as of the Closing, and shall timely pay, perform and discharge in accordance with their respective terms all liabilities of Seller set forth below (collectively, the “Assumed Liabilities”). The Assumed Liabilities will be the following:

(a) subject to Section 2.5, all Liabilities of Seller under the Purchased Contracts, Personal Property Leases, Real Property Leases, Permits and Purchased Intellectual Property Licenses;

(b) all Liabilities under Sellers’s Medicare and Medicaid providers numbers and related provider agreements;

(c) all Liabilities from or related to any overpayments, duplicate payments, refunds, discounts or adjustments due to Medicare, Medicaid or any third-party payor programs which, as of the Closing Date, has been identified to be \$957,124;

(d) the Sellers’ unpaid liabilities for payroll, health insurance premiums, 401(k) withholdings and payroll taxes prior to Closing for the payroll period from August 13 to August 31, 2016;

(e) the PTO Liability; and

(f) all pre-closing professional liability claims.

2.4 Excluded Liabilities. Purchaser will not assume or be liable for any Excluded Liabilities. “Excluded Liabilities” shall mean those liabilities not set forth above including but not limited to the following Liabilities of Sellers:

(a) all Liabilities arising out of Excluded Assets, including Contracts to which Sellers are a party or by which it is bound that are not Purchased Contracts;

(b) workers’ compensation claims or other employee benefit claims against Sellers of Employees that relate to the period ending on the Closing Date, irrespective of whether such claims are made prior to or after the Closing;

(c) accounts payable incurred in the Ordinary Course of Business existing on the Closing Date and not paid by Seller in the Ordinary Course of Business by the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable);

(d) all Liabilities disclosed in the Financial Statements;

(e) except as otherwise provided in Section 2.8 and Article XII, all Liabilities for Taxes of Sellers relating to the Purchased Assets for any Tax periods (or portions thereof) ending on or before the Closing Date; and

(f) all Liabilities relating to amounts required to be paid by Sellers hereunder.

2.5 Cure Amounts. Except as otherwise permitted by the next sentence of this paragraph, at the Closing and pursuant to Section 365 of the Bankruptcy Code, Sellers shall assume and assign to Purchaser, and Purchaser shall assume from Sellers, the Purchased Contracts, Personal Property Leases, Real Property Leases, Purchased Intellectual Property Licenses, and CMS provider numbers. The cure amounts, if any, as determined by the Bankruptcy Court, necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from any defaults on the part of Sellers under the Purchased Contracts, Personal Property Leases, Real Property Leases, Purchased Intellectual Property Licenses, and CMS provider numbers shall be paid by Purchaser (or Purchaser shall have delivered into escrow on terms reasonably acceptable to Sellers amounts sufficient to pay any claim therefore that remains disputed as of the Closing such amount as the Bankruptcy Court may determine) at or before the Closing, such that all Purchased Contracts, Personal Property Leases, Real Property Leases, Permits and Purchased Intellectual Property Licenses, and CMS provider numbers may be assumed by Sellers and assigned to Purchaser in accordance with section 365 of the Bankruptcy Code, and Sellers shall have no liability for any such cure amount. This Agreement shall not constitute an agreement to assign any Purchased Contracts, Personal Property Leases, Real Property Leases, Permits and Purchased Intellectual Property Licenses and CMS provider numbers if, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without obtaining a consent from any applicable third party, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee, and no breach of this Agreement shall have occurred by virtue

of such nonassignment. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, such third party consent is required but not obtained, Sellers shall, at Purchaser's sole cost and expense, cooperate with Purchaser in any reasonable arrangement, including Purchaser's provision of credit support, designed to provide Purchaser the benefits and obligations of or under any such Purchased Contract, Personal Property Lease, Real Property Lease, Permit and Purchased Intellectual Property License; provided, however, that nothing in this Section 2.5 shall (i) require Sellers to make any expenditure or incur any obligation on its own or on Purchaser's behalf or (ii) prohibit Sellers from ceasing operations or winding up its affairs following the Closing. Any assignment to Purchaser of Purchased Contracts, Personal Property Leases, Real Property Leases, Permits and Purchased Intellectual Property Licenses and CMS provider numbers that shall, after giving effect to sections 363 and 365 of the Bankruptcy Code, require the consent of any third party for such assignment as aforesaid shall be made subject to such consent being obtained.

2.6 Further Conveyances and Assumptions.

(a) From time to time following the Closing, Sellers, including the Sellers' bankruptcy estate, and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and the Seller Documents and to assure fully to Sellers and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement and the Seller Documents, and to otherwise make effective the Contemplated Transactions; provided, however, that nothing set forth in this Section 2.6(a) shall prevent or prohibit Sellers from ceasing operations or winding up its affairs after the Closing.

(b) In the event that Purchaser or its Affiliates receives any Excluded Assets (or any payments or proceeds related thereto) following the Closing or Sellers or any of its Affiliates receives any Purchased Asset, Purchaser or Sellers shall promptly deliver such assets (or any payments or proceeds related thereto) to the other party.

2.7 Bulk Sales Laws. Purchaser hereby waives compliance by Sellers with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser.

2.8 Sales and Transfer Taxes. Purchaser shall pay all Sales Taxes and Transfer Taxes due in connection with this sale of assets.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be an amount in cash equal to \$_____ (the "Cash Payment") plus (a) the aggregate value outstanding on the assumed Personal Property Leases, (b) the amount of the Sellers' unpaid liabilities for payroll, health insurance premiums, 401(k) withholdings and payroll taxes at Closing, (c) the amount accrued for the PTO Liability through Closing, and (d) the known estimated amounts due to CMS or LDH for all Medicare and Medicaid overpayments prior to Closing, net of any pending refunds for Medicare cost reports (other than the 2015 Medicare cost report) (collectively (the "Purchase Price"). If the PTO Liability is greater than \$765,000, then the Cash Payment shall be reduced on a dollar for dollar basis for the amount in excess of \$765,000. If the PTO Liability is less than \$565,000, then the Cash Payment shall be increased on a dollar-for-dollar basis for the amount below \$565,000. If the outstanding aggregate principal balance for all Assumed Personal Property Leases exceeds \$2,000,000, then the Cash Payment shall be reduced on dollar-for-dollar basis for the amount over \$2,000,000.

3.2 Purchase Price Deposit. Upon the execution of this Agreement, Purchaser shall immediately deposit with Steffes, Vingiello & McKenzie, LLC, in its capacity as escrow agent (the "Escrow Agent"), pursuant to that certain Escrow Agreement, dated as of the date hereof, by and among Purchaser, Sellers and the Escrow Agent (the "Escrow Agreement"), an amount equal to \$500,000 by wire transfer of immediately available funds (the "Escrowed Funds"), to be released by the Escrow Agent and delivered to either Purchaser or Sellers, in accordance with the provisions of the Escrow Agreement. Pursuant to the Escrow Agreement, the Escrowed Funds (together with all accrued investment income thereon) shall be distributed as follows:

(a) if the Closing shall occur, the Escrowed Funds shall be applied towards the Purchase Price payable by Purchaser to Sellers under Section 3.3 hereof and all accrued investment income thereon, if any, shall be delivered to Purchaser at the Closing or alternatively if such funds are not needed for Closing such funds shall be returned to Purchaser;

(b) if this Agreement is terminated by Sellers pursuant to Sections 4.4(d)(ii), the Escrowed Funds, together with all accrued investment income thereon, shall be delivered to Sellers; or

(c) if this Agreement is terminated pursuant to Section 4.4, other than by Sellers pursuant to any of Sections 4.4(d)(ii), the Escrowed Funds, together with all accrued investment income thereon, shall in each case be returned to Purchaser.

3.3 Payment of Purchase Price. On the Closing Date, Purchaser shall pay the Purchase Price to Sellers, which shall be paid by wire transfer of immediately available funds into an account designated by Seller and deposit in escrow such amount (if any) as is required by Section 2.5.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 (or the waiver thereof by the party entitled to waive that condition), the closing of the Contemplated Transactions (the “Closing”) shall take place at the offices of Steffes, Vingiello & McKenzie, LLC (or at such other place as the parties may designate in writing) at 10:00 a.m. (Central time) on the date selected by Seller and notified to Purchaser by Sellers that is not less than five (5) nor more than seven (7) Business Days following the satisfaction or waiver of the conditions set forth in ARTICLE X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the “Closing Date.” Unless otherwise agreed by the parties in writing, regardless of the time at which the Closing is completed, the Closing shall be deemed effective and all right, title and interest of Sellers to be acquired by Purchaser hereunder, and all risk of loss with respect to the Business, shall be considered to have passed to Purchaser as of 12:01 a.m. (Central time) on the Closing Date.

4.2 Deliveries by Sellers. At the Closing, Sellers each shall deliver to Purchaser:

- (a) a duly executed bill of sale in the form of Exhibit B hereto;
- (b) a duly executed assignment and assumption agreement in the form of Exhibit C;
- (c) the officer’s certificate required to be delivered pursuant to Section 10.1(a);
- (d) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey the Purchased Assets to Purchaser, including certificates of title for the Purchased Vehicles.
- (e) Acts of sale of the Real Property owned by PAC-A, PAC-O, and PAC-W without warranty but with full substitution and subrogation of all existing warranties.
- (f) the Sale Order providing that the sale is free and clear of any and all claims, liens, and encumbrances other than the Assumed Liabilities which Sale Order shall have become a Final Order (unless waived by Purchaser).
- (g) A bill of sale of the Medicare or Medicaid and other payor provider numbers and agreements and the managed care agreements related to physicians listed on Schedule 4.2(g), to the extent assignable, and all accounts receivable related to the

physicians listed on Schedule 4.2(g), duly executed by Progressive Acute Care Physician Services- Dauterive, LLC.

- 4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Sellers:
- (a) the Purchase Price, in immediately available funds, as set forth in Section 3.3 hereof;
 - (b) a duly executed assignment and assumption agreement in the form attached hereto as Exhibit B hereto;
 - (c) evidence reasonably acceptable to PAC of Purchaser's deposit in escrow of such amounts (if any) required by Section 2.5;
 - (d) the officer's certificate required to be delivered pursuant to Section 10.2(a);
 - (e) an officer's certificate certifying (i) Purchaser's certificate of formation, (ii) Purchaser's bylaws or operating agreement, as applicable, (iii) Purchaser's good standing, (iv) the incumbency and signature of the authorized individuals executing the Asset Purchase Documents on behalf of Purchaser, and (v) resolutions that the shareholders and directors or members and managers, as applicable, of Purchaser have authorized the execution, delivery and performance by Purchaser of this Agreement and the Purchaser Documents and have ratified the Contemplated Transactions; and
 - (f) such other documents, instruments and certificates as Sellers may reasonably request.

4.4 Termination of Agreement. In respect of the Contemplated Transactions, this Agreement may be terminated prior to the Closing as set forth in this Section 4.4.

(a) Termination by Purchaser or Sellers. Either Purchaser or Sellers may terminate this Agreement upon the occurrence of any of the following:

- (i) if the Closing shall not have occurred by the close of business on October 15, 2016 (the "Termination Date"); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Sellers, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(i);
 - (ii) if the Purchaser is neither the Successful Bidder nor the Alternative Bidder at the Auction, subject to the limitations set forth in the Bidding Procedures Order, or if the Bankruptcy Court fails to approve this Agreement at the Sale Hearing for a reason other than a breach by Purchaser.
- (b) Termination by Mutual Written Consent. This Agreement may be terminated by mutual written consent of Sellers and Purchaser.

(c) Termination by Purchaser. Purchaser may terminate this Agreement upon the occurrence of any of the following:

(i) if any of the conditions to the obligations of Purchaser set forth in Sections 10.1 and 10.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser; or

(ii) if there shall be a breach by Sellers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) twenty (20) Business Days after the giving of written notice by Purchaser to Sellers of such breach and (y) the Termination Date;

(d) Termination by Sellers. Sellers may terminate this Agreement upon the occurrence of any of the following:

(i) if any condition to the obligations of Sellers set forth in Sections 10.2 and 10.3 shall have become incapable of fulfillment other than as a result of a breach by Sellers of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers;

(ii) if there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.2 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) twenty (20) Business Days after the giving of written notice by Sellers to Purchaser of such breach and (y) the Termination Date;

4.5 Procedure for Termination. In the event of termination of this Agreement by Purchaser or Sellers, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other party or parties, and upon the giving of such notice (or at such time as specified in the particular termination right set forth in Section 4.4) the Contemplated Transactions shall be abandoned and this Agreement shall terminate to the extent and with the effect provided by Section 4.6, without further action by Purchaser or Seller.

4.6 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Seller; provided, however, that the obligations of the parties set forth in the Confidentiality Agreement, the Escrow Agreement and Section 4.6(b), Section 4.6(c) and , to the extent necessary to effectuate the foregoing enumerated provisions, ARTICLE I and Article XIII of this Agreement, shall survive any such termination and shall be enforceable in accordance with their terms. In addition, if this Agreement is

terminated as provided herein, each party shall upon request redeliver as soon as practicable any or all documents, work papers and other material of any other party relating to its business or affairs or the Contemplated Transactions, whether obtained before or after the execution hereof, to the party furnishing the same, other than any material which is of public record.

(b) Nothing in this Section 4.6 shall relieve Purchaser or any Seller of any liability for a breach of this Agreement prior to the date of termination, provided that Sellers' aggregate liability hereunder for any and all such breaches shall be capped at an amount equal to Purchaser's reasonable out-of-pocket expenses up to an aggregate amount of \$50,000. The damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the Contemplated Transactions (subject, however, to the proviso of the immediately preceding sentence).

(c) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 4.6 shall relieve Purchaser or Sellers of their obligations under the Confidentiality Agreement. If this Agreement is terminated in accordance with Sections 4.4 and 4.5, Purchaser agrees that it shall not, directly or indirectly, solicit any employee of Sellers to join the employ of Purchaser or any of its Affiliates for a period of two (2) years from the date of this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represents and warrants to Purchaser that:

5.1 Organization and Good Standing. Each Seller is duly organized, validly existing and in good standing under the laws of the State of Louisiana or South Carolina, as the case may be, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller that is a limited liability company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana or South Carolina, as the case may be, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller is duly qualified or authorized to do business as a foreign corporation and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not have a Material Adverse Effect.

5.2 Authorization of Agreement. Except for such authorization as is required by the Bankruptcy Court (as hereinafter provided for) pursuant to the Sale Order or otherwise and subject to the satisfaction of the conditions referred to in clause (iv) of Section 5.3, each Seller has all requisite power, authority and legal capacity to execute and deliver, and has taken all corporate action necessary for it to validly execute and deliver, each agreement, document, or instrument or certificate contemplated by this Agreement to

be executed by such Seller in connection with the consummation of the Contemplated Transactions (the “Seller Documents”) and to perform its obligations hereunder and thereunder and to consummate the Contemplated Transactions. This Agreement and each of the Seller Documents contemplated to be executed and delivered in connection with Seller entering into this Agreement has been, and each other Seller Document will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto, and the entry of the Sale Order) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms and the terms of the Sale Order and Bid Procedures Order.

5.3 Consents of Third Parties; Contractual Consents. To the Knowledge of Sellers, except as described on Schedule 5.3, Sellers are not required to obtain any consent, waiver, approval, Order, Permit or authorization of, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Seller Documents by Sellers, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Sellers of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the entry of the Sale Order, (iii) the Healthcare Regulatory Consents, and (iv) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications of which the failure to have obtained or made same would not have a Material Adverse Effect.

5.4 Title to Purchased Assets. Except as set forth in Schedule 5.4, and other than the real property subject to the Real Property Leases, intellectual property licensed to Sellers and the personal property subject to the Personal Property Leases, Sellers own each of the Purchased Assets, and Purchaser will be vested with good title to such Purchased Assets, free and clear of all Liens, other than Permitted Exceptions, to the extent permissible under section 363(f) of the Bankruptcy Code.

5.5 Real Property. Schedule 5.5 sets forth a list of (i) all material real property and interests in real property owned in fee by Sellers and used in any material degree in the Business (the “Owned Properties”), and (ii) all material real property and interests in real property leased or licensed by Sellers and used in any material degree in the Business, as lessee, lessor, licensee or licensor (the “Real Property Leases” and, together with the Owned Properties, the “Seller Properties”).

5.6 Tangible Personal Property. Schedule 2.1(b)(iv) sets forth a list of all leases of personal property, including, without limitation, Equipment (“Personal Property Leases”) involving annual payments in excess of \$1,000.00 relating to personal property used by Sellers in the Business.

5.7 Intellectual Property. Except as set forth on Schedule 5.7, Sellers own or have licenses to use all intellectual property used by it in the Ordinary Course of Business, except to the extent the failure to be the owner or the licensee would not have a Material

Adverse Effect; provided, however, that Sellers makes no representation or warranty as to the ownership by the licensor of any intellectual property that is licensed to it.

5.8 Material Contracts. Schedule 5.8 sets forth a list of all Contracts to which Sellers are a parties or by which they are bound and that are primarily related to the Business or by which the Purchased Assets may be bound or affected and that are Purchased Contracts (collectively, the “Material Contracts”).

5.9 Employees; Employee Benefits. Except as described in Schedule 5.9, in connection with Sellers’ operation of the Business, (i) Sellers are not a party to any labor, collective bargaining, employee association or other agreement which contains provisions governing the terms and conditions of employment of any Employee, and (ii) no labor union or employee association has been certified as exclusive bargaining agent for any group of Employees. Schedule 5.9 identifies the labor or collective bargaining agreements applicable to Employees to be terminated by the Sellers at Closing and assumed by Purchaser at the Closing in accordance with the provisions of this Agreement (the “Assumed CBAs”). Prior to the date hereof, Sellers have delivered to Purchaser a list of all its Employees as of a recent date, indicating their position, current annual rate of compensation or current hourly wage rate or other basis of compensation and date of hire by Sellers. Schedule 5.9 lists: (i) all material “employee benefit plans”, as defined in Section 3(3) of ERISA, and all other material employee benefit arrangements or payroll practices, including, without limitation, bonus plans, consulting or other compensation agreements, incentive, or deferred compensation arrangements, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs maintained by Sellers or to which Sellers contributed or is obligated to contribute thereunder for current or former Employees (the “Employee Benefit Plans”); and (ii) all “employee pension plans”, as defined in Section 3(2) of ERISA, subject to Title IV of ERISA or Section 412 of the Code, maintained by Seller in which any current or former Employees participated. Schedule 5.9 separately sets forth each such employee pension plan which is a multiemployer plan as defined in Section 3(37) of ERISA (“Multiemployer Plans”), or has been subject to Sections 4063 or 4064 of ERISA (“Multiple Employer Plans”).

5.10 Labor. Except as set forth on Schedule 5.10, Sellers are not a party to any labor or collective bargaining agreement.

5.11 Compliance with Laws; Permits.

(a) Each Seller holds the operating license listed opposite its name on Schedule 5.11(a).

(b) Except as described on Schedule 5.11(b), each Seller is eligible to receive payment under Titles XVIII and XIX of the Social Security Act and is a “provider” under existing provider agreements with the Medicare and Medicaid programs (collectively, the “Healthcare Programs”) through the applicable intermediaries. Except as described on Schedule 5.11(b), each Hospital is duly accredited by the Joint Commission on Accreditation of Healthcare Organizations (the “Joint Commission”). PAC-A and PAC-

O have delivered to Purchaser a true and complete copy of their most recent Joint Commission accreditation survey reports pertaining to the Hospitals. Other than as set forth on Schedule 5.11(b) to the Knowledge of Sellers, i) Sellers are not subject to any audit, investigation or other regulatory review other than such reviews in the Ordinary Course of Sellers' Business, ii) Sellers have complied in all material respects with all laws, rules, regulations, orders, judgments, injunctions, awards, and decrees applicable to the operation of Sellers' business and of the Hospitals, and iii) Sellers have not received any written or oral notification to the contrary. Other than as set forth on Schedule 5.11 (b), Sellers are not in violation of any order, writ, injunction or decree of any court or administrative or governmental agency affecting the Purchase Assets, the Hospitals or the transactions contemplated by this Purchase Agreement. Sellers' Medicare and Medicaid provider numbers are in full force and effect, and except as disclosed on Schedule 5.11(b) or otherwise disclosed in this Agreement, no liability or obligation is outstanding, or shall be outstanding as of the Closing, with respect to any provider number of Sellers. Any and all cost reports, budgets, and other filings relating to Sellers required to be filed pursuant to any state or federal law, rule or regulation, issued by or relating to the Medicare program and any other governmental health care program due on or prior to the Closing or which may be due as a result of the closing of the transactions contemplated by this Purchase Agreement have been or will be timely filed by Sellers. All such filings by Sellers are true, correct and complete and are in compliance in all material respects with the laws, rules and regulations governing such matters.

5.12 Financial Advisors. Except as set forth on Schedule 5.12, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof.

5.13 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this ARTICLE V (as modified by the Schedules hereto), no Seller nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Business, the Purchased Assets, the Assumed Liabilities or the Contemplated Transactions, and Sellers disclaim any other representations or warranties, whether made by any Seller, any Affiliate of any Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in ARTICLE V hereof (as modified by the Schedules hereto), Sellers (i) expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Sellers or any of their Affiliates). Sellers make no representations or warranties to Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto

shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that:

6.1 Organization and Good Standing. Purchaser is a _____ duly organized, validly existing and in good standing under the laws of the State of _____ and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has full corporate power, legal capacity and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the Contemplated Transactions (the "Purchaser Documents"), and to consummate the Contemplated Transactions. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

6.3 Conflicts; Consents of Third Parties.

(a) Except as described on Schedule 6.3(a), Purchaser is not required to obtain any consent, approval, authorization, waiver, Order, license or Permit of or from, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Purchaser Documents by Purchaser, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and (ii) the Healthcare Regulatory Consents.

(b) Except as set forth on Schedule 6.3(b), to Purchaser's knowledge, none of the execution and delivery by Purchaser of this Agreement or any of the Purchaser Documents, the consummation of the Contemplated Transactions by Purchaser, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any Contract or Permit to which Purchaser is a party or by which any of the properties or assets

of Purchaser are bound, other than any such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the ability of Purchaser to consummate the Contemplated Transactions.

6.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions.

6.5 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

6.6 Financial Capability. Purchaser (i) has, and at the Closing will have, sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Contemplated Transactions, (ii) has, and at the Closing will have, the resources and capabilities (financial or otherwise) to perform its obligations hereunder, and (iii) has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

6.7 Acknowledgement Regarding Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by PAC in ARTICLE V hereof (as modified by the Schedules hereto as supplemented or amended), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred to and accepted by Purchaser in an “as is,” “where is” and “with all faults” condition, free of any warranties or representations whatsoever, and Sellers EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, LATENT OR PATENT, WITH RESPECT THERETO. Any claims Purchaser may have for breach of representation or warranty shall be based solely on the representations and warranties of Sellers set forth in ARTICLE V hereof (as modified by the Schedules hereto as supplemented or amended). Purchaser further represents that no Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Sellers, the Business or the Contemplated Transactions not expressly set forth in this Agreement, and none of Sellers, any of their Affiliates or any other Person will have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives or Purchaser’s use of, any such information, including any confidential memoranda distributed on behalf of Sellers relating to the Business or

other publications or data room information provided to Purchaser or its representatives, or any other document or information in any form provided to Purchaser or its representatives in connection with the sale of the Business and the Contemplated Transactions. Purchaser acknowledges that it has conducted to its satisfaction, its own independent investigation of the Business and, in making the determination to proceed with the Contemplated Transactions, Purchaser has relied on the results of its own independent investigation. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT SELLERS HAVE NOT MADE ANY REPRESENTATION RELATING TO THE OWNED PROPERTY OR ANY PROPERTY THAT IS THE SUBJECT OF A REAL PROPERTY LEASE REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, COMPLIANCE WITH ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES RELATING TO THE USE THEREOF, EXCEPT AS EXPRESSLY STATED HEREIN. PURCHASER ALSO ACKNOWLEDGES AND AGREES THAT THE INSPECTION AND INVESTIGATION OF THE PURCHASED ASSETS BY PURCHASER AND ITS REPRESENTATIVES HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE LAND, INCLUDING WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES REGULATIONS OR ORDINANCES. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS AGREEMENT.

ARTICLE VII

BANKRUPTCY COURT MATTERS

INTENTIONALLY DELETED.

7.1 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the Contemplated Transactions are consummated, Sellers are permitted to cause their representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) in connection with any sale or other disposition of all or any part of the Purchased Assets, alone or in connection with the sale or other disposition of any other asset of Sellers. In addition, Sellers shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Purchased Assets and perform any and all other acts related thereto which are required by the Bidding Procedures Order or under the Bankruptcy Code or other applicable law, including, without limitation, supplying information relating to the Business and the assets of Sellers to prospective purchasers.

7.2 Bankruptcy Court Filings. Sellers have filed with the Bankruptcy Court the Sale Motion seeking entry of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. Purchaser shall not, without the prior written consent of Sellers, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Purchased Assets hereunder. In the event the entry of the Sale Order shall be appealed, Sellers and Purchaser shall use their respective reasonable efforts to defend against such appeal. With respect to each Purchased Contract, Personal Property Lease, Real Property Lease, Permit or Purchased Intellectual Property, the Purchaser shall provide adequate assurance of future performance of each such agreement as required by section 365 of the Bankruptcy Code.

ARTICLE VIII

COVENANTS

8.1 Access to Information. Subject to this Section 8.1, and subject to compliance with applicable Antitrust Laws, Sellers agrees that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the assets, properties and operations of the Business and such examination of the books and records of Sellers pertaining to the Business, the Purchased Assets, and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records at Purchaser’s sole expense; it being understood, however, that the foregoing shall not entitle Purchaser to access (i) the books, records and documents referred to in Section 2.2(i), (ii) any books, records or documents access to which by Purchaser Sellers reasonably determine would be competitively disadvantageous to Sellers in any material respect or (iii) any books, records or documents the disclosure of which by Sellers to Purchaser would (A) notwithstanding Section 8.7 violate any patient confidentiality obligation of Sellers or (B) any other agreement or any obligation of confidentiality to which any Seller is a party or is bound prior to the date hereof or (C) any obligation of confidentiality by which any Seller is bound under applicable Law. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to any restrictions on disclosure by Sellers to Purchaser or use of the information contained therein by Purchaser applicable pursuant to any agreement to which any Seller is a party or is bound prior to the date hereof or under applicable Law. Sellers shall cause their officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Purchaser and Purchaser’s representatives in connection with such investigation and examination, and Purchaser and its representatives shall cooperate with Sellers and their representatives and shall use their reasonable efforts to minimize any disruption to Sellers’ business and operations, including the Business. Notwithstanding anything herein to the contrary, Sellers shall not be required to permit any such investigation or examination if,

and to the extent that, Sellers, upon advice of counsel, determines that such investigation or examination by Purchaser would or is reasonably likely to result in a loss of any attorney-client or attorney work product privilege available to Sellers.

8.2 Conduct of the Business Pending the Closing. Prior to the Closing, except (1) as set forth on Schedule 8.2, (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or the Sale Order, or (4) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld or delayed), Sellers shall conduct the Business only in the Ordinary Course of Business.

8.3 Consents.

(a) Each Seller shall use its commercially reasonable efforts, and Purchaser shall cooperate with Sellers, including by taking the actions referred to in Section 8.5, to obtain at the earliest practicable date all consents, approvals, authorizations, waiver and Orders required to be obtained by Sellers, and to give at the earliest practicable date any notices required to be given by Sellers, in order for Sellers to consummate the Contemplated Transactions on the terms and in the manner provided hereby; provided, however, that Sellers shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Body) or to initiate any litigation or legal proceedings to obtain any such item except as otherwise provided by Section 8.5.

(b) Purchaser shall use its commercially reasonable efforts, and Sellers shall cooperate with Purchaser, including by taking the actions referred to in Section 8.5, to obtain at the earliest practicable date all consents, approvals, authorizations, waivers, Orders, licenses and Permits required to be obtained by Purchaser, and to give at the earliest practicable date any notices required to be given by Purchaser, in order for Purchaser to consummate the Contemplated Transactions on the terms and in the manner provided hereby and to operate the Business after the Closing; provided, however, that Purchaser shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Authority) or to initiate any litigation or legal proceedings to obtain any such consent or approval except as otherwise provided by Section 8.5.

(c) Other than the amounts to be paid by Purchaser pursuant to Section 2.5, nothing contained herein shall require Sellers to expend any funds in order to remove or eliminate any Lien on any Purchased Asset in order to deliver such Purchased Asset to Purchaser pursuant to this Agreement free of such Lien; provided, however, in respect of any such Lien, Purchaser nevertheless shall not be required to consummate the Contemplated Transactions unless the conditions referred to in Sections 10.1 are satisfied or waived by Purchaser.

8.4 Insurance. As of the Closing, Purchaser shall have appropriate insurance coverage in place for the Business consistent with what would be maintained under good industry business practices.

8.5 Regulatory Approvals.

(a) Purchaser shall operate the Business in accordance with Law and shall as soon as practicable, seek Healthcare Regulatory Consents necessary in order for Purchaser to consummate the Contemplated Transactions and to operate the Business (collectively, the “Healthcare Applications”). Purchaser shall provide Sellers with an opportunity to review the Healthcare Applications in advance of filing. Purchaser shall diligently pursue the Healthcare Applications and shall timely submit all information and documents requested in connection therewith by any Governmental Body.

(b) If necessary, Purchaser and Sellers shall (i) make or cause to be made all filings required of each of them or any of their respective Affiliates under the HSR Act or other Antitrust Laws with respect to the Contemplated Transactions (including, without limitation, such submission to the [Antitrust Bureau of the Office of the Attorney General of the State of Louisiana] (the “Antitrust Bureau”), (ii) comply at the earliest practicable date with any request under the HSR Act or other Antitrust Laws for additional information, documents, or other materials received by each of them or any of their respective Affiliates from the Federal Trade Commission (the “FTC”), the Antitrust Division of the United States Department of Justice (the “Antitrust Division”), the Antitrust Bureau or any other Governmental Body in respect of such filings or the Contemplated Transactions, and (iii) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable law, providing copies of all such documents to the non-filing parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division, the Antitrust Bureau or any other Governmental Body under any Antitrust Laws with respect to any such filing or any such transaction.

(c) If necessary, Purchaser and Sellers shall (a) make or cause to be made all filings required of each of them or any of their respective Affiliates in respect of the Contemplated Transactions under any applicable Law, other than those referred to in Sections 8.5(a) or 8.5(b), including such filings as are required to obtain the consents, approvals, authorizations, waivers, Orders, licenses or Permits or to provide the notices specified in Schedules 5.3 or 6.3(b), as promptly as practicable, (b) comply at the earliest practicable date with any request for additional information, documents, or other materials received by each of them or any of their respective Affiliates from any Governmental Body in respect of such filings or the Contemplated Transactions, and (c) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable law, providing copies of all such documents to the non-filing parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any Governmental Body under such Laws with respect to any such filing or any such transaction.

(d) Each such party shall use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Contemplated Transactions. Each such party

shall promptly inform the other parties hereto of any material oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No party hereto shall independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other parties hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate.

(e) Subject to applicable law, the parties hereto will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under the HSR Act or other Antitrust Laws. Sellers and Purchaser may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 8.5 as “outside counsel only.” Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Purchaser, as the case may be).

(f) Each of Purchaser and Sellers shall use commercially reasonable efforts to resolve such objections, if any, as may be asserted by any Governmental Body with respect to the Contemplated Transactions under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, the Donnelly Act and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the “Antitrust Laws”). In connection therewith, if any Legal Proceeding is instituted (or threatened to be instituted) challenging the Contemplated Transactions is in violation of any Antitrust Law, each of Purchaser and Sellers shall cooperate and use commercially reasonable efforts to contest and resist any such Legal Proceeding, and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, or restricts consummation of the Contemplated Transactions, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Purchaser and Sellers decide that litigation is not in their respective best interests. Each of Purchaser and Sellers shall use commercially reasonable efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. In connection with and without limiting the foregoing, each of Purchaser and Sellers agree to use commercially reasonable efforts to take promptly any and all steps necessary to avoid or eliminate each and every impediment under any Antitrust Laws that may be asserted by any Federal, state and local and non-United States antitrust or competition authority, so as to enable the parties to close the Contemplated Transactions as expeditiously as possible, including committing to or effecting, by consent decree, hold separate orders, trust or otherwise the sale or disposition of such of its assets or businesses

as are required to be divested in order to avoid the entry of, or to effect the dissolution of, any decree, order, judgment, injunction, temporary restraining order or other order in any suit or proceeding, that would otherwise have the effect of preventing or materially delaying the consummation of the Contemplated Transactions.

8.6 Further Assurances. Each of Sellers and Purchaser shall use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the Contemplated Transactions and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Contemplated Transactions. In addition, if Sellers after the Closing receive payment on any account receivable that is a Purchased Asset it shall as soon as practicable remit such amount received to Purchaser, together with such information identifying the account to which such payment relates as is reasonably available to Sellers, and, if Purchaser after the Closing receives payment of the 2015 Cost Report Refund or FMP attributable to services rendered by the Hospitals prior to September 1, 2016, that are Excluded Assets, it shall as soon as practicable remit such amounts received to Sellers, together with such information identifying the account to which such payment relates as is reasonably available to Purchaser.

8.7 Confidentiality. Purchaser acknowledges that the Confidential Information provided to it in connection with this Agreement, including under Section 8.1, and the consummation of the Contemplated Transactions, is subject to the terms of the Non-Disclosure Agreement between Purchaser, SOLIC Capital Advisors, LLC and PAC dated June 1, 2016 (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference and, to the extent applicable, supersede any conflicting or inconsistent provisions contained in this Agreement. Effective upon, and only upon, the Closing Date, the Confidentiality Agreement shall terminate with respect to information relating solely to the Business or otherwise included in the Purchased Assets; provided, however, that Purchaser acknowledges that any and all other Confidential Information provided to it by Sellers or their representatives concerning Sellers shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. For purposes of this Section 8.7, "Confidential Information" shall mean any confidential information with respect to, including, methods of operation, customers, customer lists, prices, fees, costs, Technology, inventions, Trade Secrets, know-how, Software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters.

8.8 Preservation of Records. Except as provided below, Sellers and Purchaser agree that each of them shall preserve and keep the records held by it or their Affiliates relating to the Business for a period of seven (7) years from the Closing Date or the maximum period of time required by law, whichever is longer, and shall, subject to Section 8.7, make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, Legal Proceedings or tax audits against or other governmental or healthcare payor investigations or audits of Seller or Purchaser or any of their Affiliates or in order to enable Seller or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Sellers

or Purchaser wishes to destroy such records before or after that time, such party shall first give ninety (90) days prior written notice to the other party and such other party shall have the right at its option and expense, upon prior written notice given to such party within such ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice. Notwithstanding the foregoing, Purchaser acknowledges that it shall acquire, store, safeguard, and provide access to all patient medical records in accordance with all applicable state and federal laws and regulations. Notwithstanding anything contained herein to the contrary, the Purchaser agrees that the Sellers may seek approval of the U.S. Bankruptcy Court to destroy post-closing any and all records in connection with its orderly liquidation and Purchaser agrees and consents to such destruction if approved by the Bankruptcy Court.

8.9 Publicity. Neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Contemplated Transactions without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless, in the judgment of Purchaser or Sellers upon advice of counsel, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock market on which Purchaser's securities are listed, provided that the party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

8.10 Supplementation and Amendment of Schedules. Sellers may, at their option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information disclosed in the Schedules shall constitute a disclosure for all purposes of this Agreement notwithstanding any reference to a specific section in a Schedule, and all such information shall be deemed to qualify the entire Agreement and not just such section. From time to time prior to the Closing, Sellers shall have the right to supplement or amend the Schedules with respect to any matter hereafter arising or discovered after the delivery of the Schedules pursuant to this Agreement. No such supplement or amendment shall have any effect on the satisfaction of the condition to closing set forth in Section 10.1(a); provided, however, if the Closing shall occur, then Purchaser shall be deemed to have waived any right or claim pursuant to the terms of this Agreement or otherwise, with respect to any and all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Offers of Employment.

(a) Not later than ten Business Days prior to the Closing, Purchaser shall deliver, in writing in a form reasonably acceptable to Sellers, an offer of employment by Purchaser for those employees of PAC-A, PAC-O and PAC-W that Purchaser intends to retain together with their proposed rates of compensation. Sellers shall deliver to Purchaser with such listing of Employees as of such date a reconciliation of such list with the list of Employees delivered to Purchaser pursuant to Section 5.9. Such individuals who accept such offer of employment are hereinafter referred to as the “Transferred Employees.” Pursuant to the “Standard Procedure” provided in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, (i) Purchaser and Sellers shall report on a predecessor/successor basis as set forth therein, (ii) Seller will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) Purchaser will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Employees are employed by Purchaser that includes the Closing Date, excluding the portion of such year that such Employee was employed by Sellers.

9.2 Employment Terms; Employee Benefits.

(a) Purchaser shall provide, or cause to be provided, for a period ending not earlier than the end of the third month following the Closing Date or such longer period of time required by applicable Law, to each of the Transferred Employees compensation (including salary, wages and opportunities for commissions, bonuses, incentive pay, overtime and premium pay), employee benefits, location of employment and a position of employment that are, in each case, substantially equivalent to those provided to such Transferred Employee immediately prior to the Closing, except that Purchaser may elect, in lieu of providing to such a Transferred Employee participation in an employee retirement plan (as defined in ERISA) or any savings plan under, or comparable to a plan under, Section 401(k) of the Code (a “401(k) Plan”) substantially equivalent to that provided such Transferred Employee immediately prior to the Closing, participation in the employee retirement plan and/or 401(k) Plan provided by Purchaser on the date hereof to its employees, subject, however, to the provisions of Section 9.2(a). For purposes of eligibility and vesting (but not benefit accrual) under the employee benefit plans of Purchaser providing benefits to Transferred Employees (the “Purchaser Plans”), Purchaser shall credit each such Transferred Employee with his or her years of service with Sellers and any predecessor entities, to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan. The Purchaser Plans shall not deny any such Transferred Employees coverage on the basis of pre-existing conditions and shall credit against any deductibles provided by such Purchaser Plan in respect of a Transferred Employee’s participation in the Purchaser Plans for the year in which the Closing occurs for any out-of-pocket expenses paid by the Transferred Employee before the Closing during such year.

(b) Subject to Sellers' compliance with Section 9.1 and except as provided in Section 9.2(a), nothing contained in this Agreement shall be construed to prevent the termination of employment of any individual Transferred Employee or any change in the employee benefits available to any individual Transferred Employee.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Contemplated Transactions as provided by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) Sellers' warranties given herein are true and correct and Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the forgoing effect; provided, however, that the condition set forth in this Section 10.1(a) shall be deemed satisfied unless all such failures to so perform or comply taken together result in a Material Adverse Effect; and

(b) Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

10.2 Conditions Precedent to Obligations of Sellers. The obligation of Sellers to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 4.3; and

(c) At or prior to the Closing, Purchaser shall have cured, or made arrangements satisfactory to Sellers in their sole discretion, to promptly cure, any and all defaults under the Purchased Contracts, Personal Property Leases, Real Property Leases, Permits or Purchased Intellectual Property that are required to be cured under the Bankruptcy Code, so that they may be assumed by Sellers and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code.

(d) Purchaser shall provide evidence of professional liability tail coverage for each of the Hospitals and physicians covered by the Hospitals' existing professional liability insurance policies.

10.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Contemplate Transactions as provided by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions;

(b) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order;

(c) the waiting period applicable to the Contemplated Transactions by this Agreement under the HSR Act shall have expired or early termination in respect thereof shall have been granted; and

(d) the parties shall have received the consents or approvals required by Section 5.3(b), if applicable, and the consents, approvals, licenses or Permits, or waivers thereof, of the Governmental Bodies identified in Schedule 10.3(d) and shall have given the notices required by Schedule 10.3(d).

10.4 Frustration of Closing Conditions. Neither Sellers nor Purchaser may rely on the failure of any condition set forth in Section 10.1, 10.2 or 10.3, as the case may be, to excuse it from consummating the Contemplated Transactions if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE XI

SURVIVAL

11.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and none of the parties shall have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed or otherwise adhered to at or after the Closing shall survive the Closing hereunder, and each party hereto shall be liable to the other after the Closing for any breach thereof.

ARTICLE XII

TAXES

12.1 Sales and Transfer Taxes. Purchaser shall be responsible for (and shall indemnify and hold harmless Sellers and their directors, officers, employees, Affiliates, agents, successors and permitted assigns against) any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the Contemplated Transactions (“Transfer Taxes”). To the extent that any Transfer Taxes are required to be paid by Seller (or such Transfer Taxes are assessed against Sellers), Purchaser shall promptly reimburse Sellers, as applicable, for such Transfer Taxes. Sellers and Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes. Purchaser shall also be responsible for a sales taxes due on the sale of Personal Property (“Sales Taxes”). Sellers and Purchaser shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds to Sales Taxes and Transfer Taxes.

12.2 Taxes. Purchaser shall be responsible for all real and personal property Taxes or similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period that includes the Closing Date and ends after the Closing Date, whether imposed or assessed before or after the Closing Date. If any Taxes subject to this Section are paid prospectively by Sellers, the amount of such Taxes paid shall be paid promptly by Purchaser to Sellers.

12.3 Purchase Price Allocation. For tax purposes only, Sellers and Purchaser shall allocate the purchase price (including the Assumed Liabilities) among the Purchased Assets as specified in Schedule 12.3 and, in accordance with such allocation, Purchaser shall prepare and deliver to Seller copies of Form 8594 and any required exhibits thereto (the “Asset Acquisition Statement”). Purchaser shall prepare and deliver to Seller from time to time revised copies of the Asset Acquisition Statement (the “Revised Statements”) so as to report any matters on the Asset Acquisition Statement that need updating (including purchase price adjustments, if any) consistent with the agreed upon allocation. The purchase price for the Purchased Assets shall be allocated in accordance with the Asset Acquisition Statement or, if applicable, the last Revised Statements, provided by Purchaser to Sellers, and all income Tax Returns and reports filed by Purchaser and Sellers shall be prepared consistently with such allocation.

ARTICLE XIII

MISCELLANEOUS AND POST CLOSING COVENANTS

13.1 Expenses. Except as otherwise provided in this Agreement, each of Sellers and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

13.2 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto shall be entitled to injunctive relief with respect to any such breach, including without limitation specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 13.2 shall be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

13.3 Post-Closing Access to Information, Documents and Personnel. Purchaser acknowledges that, after the Closing, Sellers, or any of them, and their successors and assigns, may need access to the Purchased Assets or the Business and to information, documents, computer data, servers, and personnel in the control or possession of the Purchaser for the purposes of audits, compliance with governmental requirements and requests, the prosecution or defense of third party claims and for the wind-down of the estate in the Bankruptcy Case. Accordingly, Purchaser agrees that it will make available to Sellers, their Affiliates, agents, and their successors and assigns, such documents and information as may be available relating to the Purchased Assets and the Business in respect of periods prior to Closing and will permit the Sellers to make copies of such documents and information. Furthermore, Purchaser shall permit Sellers, their Affiliates, agents, and their successors and assigns, reasonable access to the Hospitals, the servers located therein, and to personnel employed by Purchaser at the Hospitals during regular business hours on no less than 24 hour notice in order to facilitate Sellers access as contemplated herein. Purchaser shall not be entitled to a fee or charge of any kind for providing such access provided that such access shall be conducted in a manner by Sellers, their Affiliates, agents, and their successors and assigns, so as not to interfere with the Business of Purchaser or patient safety or privacy. This obligation shall survive Closing.

13.4 Submission to Jurisdiction; Consent to Service of Process. Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Contemplated Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.8 hereof; provided, however, that if the Bankruptcy Case has closed or if the Bankruptcy Court lacks either jurisdiction over the case or the power to enter a final judgment, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Western District of Louisiana or any court of the State of Louisiana and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby consents to process being

served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.8.

13.5 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

13.6 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana applicable to contracts made and performed in such State.

13.8 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Seller, to: Progressive Acute Care, LLC.
PO Box 5309
Abita Springs, LA 70420
Attn: Michael Hurlburt

With a copy to: William E. Steffes
Steffes, Vingiello & McKenzie, LLC
13702 Coursey Blvd., Building 3
Baton Rouge LA 70817
Fax: 225.751.1998

If to Purchaser, to:

With a copy to:

13.9 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall 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 in order that the Contemplated Transactions are consummated as originally contemplated to the greatest extent possible.

13.10 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign its right to acquire any or all of the Purchased Assets and its other rights hereunder to an entity wholly owned by it that also assumes all of Purchaser's obligations hereunder (but such assumption shall not relieve Purchaser of its obligations hereunder), with the consent of Sellers, which shall not be unreasonably withheld. No permitted assignment of any rights hereunder and/or assumption of obligations hereunder shall relieve the parties hereto of any of their obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

13.11 No Personal Liability. In entering into this Agreement, the parties understand, agree and acknowledge that no director, trustee, officer, manager, member,

employee, shareholder, attorney, accountant, advisor or agent of any party hereto shall be personally liable or responsible to any other party or its Affiliates, directors, trustees, officers, managers, members, employees, shareholders, attorneys, accountants, advisors or agents for the performance of any obligation under this Agreement of any party to this Agreement or the truth, completeness or accuracy of any representation or warranty contained in, or statement made in, this Agreement or any document prepared pursuant hereto and that all obligations hereunder are those of the named parties only (but nothing contained herein shall limit the liability of any person for his or her fraudulent acts).

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

13.13 Acceptance. This Agreement shall remain binding on Purchaser and open for acceptance by Sellers through the date of the Auction. If Purchaser is the Successful Bidder or the Alternative Bidder at the Auction, then this agreement shall remain in full force and effect, except as it may be modified during the bidding at the Auction, through the date of the Sale Hearing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

	SELLER:
	Progressive Acute Care, LLC By: _____ Name: <u>Michael Hurlburt</u> Its: <u>COO and Chairman of the Board</u>
	Progressive Acute Care Avoyelles, LLC By: _____ Name: <u>Michael Hurlburt</u> Its: <u>Authorized Representative</u>
	Progressive Acute Care Oakdale, LLC By: _____ Name: <u>Michael Hurlburt</u> Its: <u>Authorized Representative</u>
	Progressive Acute Care Winn, LLC By: _____ Name: <u>Michael Hurlburt</u> Its: <u>Authorized Representative</u>
	PURCHASER:
	By: _____ Name: _____ Its: _____

**SCHEDULES TO THE
ASSET PURCHASE AGREEMENT**

Dated _____, 2016

BY AND AMONG

_____ **(Buyer)**

AND

PROGRESSIVE ACUTE CARE, L.L.C.

**PROGRESSIVE ACUTE CARE AVOYELLES, L.L.C.
PROGRESSIVE ACUTE CARE WINN PARISH, L.L.C.**

AND

**PROGRESSIVE ACUTE CARE OAKDALE, L.L.C.
(collectively “Seller Group”)**

These Schedules are delivered in accordance with provisions of the Asset Purchase Agreement (the “Agreement”) by and among _____, a _____ limited liability company and Progressive Acute Care, L.L.C., a South Carolina limited liability company, and Progressive Acute Care Avoyelles, L.L.C., Progressive Acute Care Winn Parish, L.L.C., and Progressive Acute Care Oakdale, L.L.C., all Louisiana limited liability companies. Terms used herein not otherwise defined within a Schedule shall have those meanings assigned to them within the Agreement. The disclosure of information within these Schedules shall not be deemed to establish a standard of materiality beyond that required by the Agreement.

These Schedules are those specified within the Agreement and also include exceptions to the representation and warranties and other agreements made by Seller Group as part of the Agreement and are intended to qualify such representations, warranties and agreements. The information contained within these Schedules with respect to any provision of the Agreement shall also be deemed to qualify each other section thereof to which such information reasonably relates (regardless of whether or not such other section is qualified by reference to a Schedule).

1.1(a) Excluded Contracts

All contracts not specified in 2.1(f).

1.1(b) Knowledge of Seller

Dan Rissing - PAC Corporate CEO

Wayne Thompson - PAC Corporate CFO

Michael Hurlburt - PAC Corporate COO

David Mitchel - Avoyelles Hospital CEO

Bryan Bogle - Winn Parish Medical Center CEO

Bill Tingle - Oakdale Community Hospital CEO

1.1(c) Owned Property

1) Avoyelles Hospital

The subject property is a 51-bed acute care hospital named Avoyelles Hospital in Marksville, LA. It is addressed 4231 LA Highway 1192 and fronts on the southeast corner of LA Highway 1192 and Hospital Road. The site has a total area of 22.369± acres, of which 3.893± acres is considered excess land. The main hospital building has a total area of roughly 46,323± square feet in one story and an additional 8,466± square feet in a warehouse support building. The original improvements were constructed in 1979 and expanded in 1990 and 2004.

2) Avoyelles Medical Office Building

The subject property is a multi-tenant medical office building addressed at 4239 Highway 1192 in Marksville, Louisiana. The building is on a 66,646.8± square foot site that is on the northeast side of Marksville, adjacent to Avoyelles Hospital. The single story building contains 6,475± square feet of gross building area divided into three suites with a common area entrance.

3) Winn Parish Hospital and Medical Office Building

The subject property is a 60-bed acute care hospital named Winn Parish Medical Center in Winnfield, LA. It is addressed 301 West Boundary Avenue and fronts on the southwest corner of Court Street (US Highway 167) and West Boundary Avenue. The site has a total area of 9.24± acres. The main hospital building has a total area of roughly 68,830± square feet in 2 stories, a 9,903± square foot office building, and an additional 6,975± square feet in support buildings. The original improvements were constructed in 1972 and expanded in 1998. The medical office building was constructed in the late 1940s. A full legal description is provided in the report addendum.

4) Oakdale Hospital

The subject property is a 60-bed acute care hospital named Oakdale Community Hospital in Oakdale, LA. It is addressed 130 Hospital Drive and fronts on the east side of Hospital Road, north of Ann Lane. The site has a total area of 12.01± acres. The main hospital building has a total area of roughly 60,789± square feet in a single-story building and an additional 2,400± square foot support building. The original improvements were constructed in 1972 and expanded in 1984 and 2007.

5) Oakdale Clinic (Closed/Vacant)

Two physician Medical Office building and real estate located 400 E. 6th Avenue, Oakdale, Louisiana, 71463

6.) Mowad Office Building (Closed/Vacant) – Excluded Asset

The office building and real estate located at 140 Hospital Drive, Oakdale Louisiana 71463

1.1(d) PTO Liability

TIME OFF Program Summary Effective March 15, 2015

		Vacation				Personal				Medical			
Intended Use		Vacation				Personal time, holidays, religious observation, sick days for self or family, OP procedures, same day surgery				Illness exceeding 3 consecutive work days or inpatient hospitalization over 24 hours with medical certification			
Eligible Employee		Full-time and Part-time				Full-time and Part-time				Full-time and Part-time			
Eligible Use		Accrual begins at hire, but usage restricted until after 90 days				Accrual begins at hire. Usage is restricted to use for New Years, Thanksgiving, & Christmas in the first 90 days.				Accrual begins at hire, but usage restricted until after 90 days			
Accrual	Service Years	Hourly Accrual	Max PayPeriod Accrual	Max Annual Accrual	Max Banked Hours	Hourly Accrual	Max PayPeriod Accrual	Max Annual Accrual	Max Banked Hours	Hourly Accrual	Max PayPeriod Accrual	Max Annual Accrual	Max Banked Hours
	1	.0192	1.5385	40	80	.0308	2.4615	64	64	.0269	2.1538	56	240
	2	.0269	2.1538	56	80								
	3 - 5	.0385	3.0769	80	104								
	5 - 9	.0577	4.6154	120	156								
10+	.0769	6.1538	160	208									
Payout at Termination		Unused, accrued Vacation & grandfathered PTO hours paid at 100%				Unused, accrued or granted hours are forfeited.				Unused, accrued or granted Medical Leave or grandfathered EIB hours are forfeited.			
Accrual Calculation		Accrual is calculated each pay period based on regular work hours. Overtime, time-offs and on call are excluded from accrual.											
Restriction		Regular Work Hours + Vacation + Personal + Holiday + Medical + PTO-G + EIB-G cannot exceed employee's work norm											
Usage		<ul style="list-style-type: none"> ➤ Maximum number of paid time off hours per day is based on the employee's normal work schedule (8 hours/12 hours) ➤ Employees with grandfathered PTO must exhaust that bank prior to using Vacation ➤ Employees are not eligible to use Vacation if they call off from work with less than 2 hours' notice. ➤ Personal may not be used to supplement low census call off ➤ Employees with grandfathered EIB will be paid from that bank prior to Medical Leave ➤ Medical Time is paid only after submission & approval of proper medical certification on company provided form to HR 											
HOLIDAYS		<p>Since a hospital operates 24 hours a day, seven days a week, most departments are always open and will always be staffed. Full-time employees in 24/7 departments are required to work some holidays. Managers are required to rotate the schedule fairly.</p> <ul style="list-style-type: none"> ➤ Business/Admin offices are closed on Thanksgiving, Christmas and New Year ➤ Employees are paid 1.5x if scheduled and work on Thanksgiving, Christmas or New Year ➤ Personal time may not be used if employee is scheduled to work a holiday and subsequently calls off 											

2.1(b)(iii) Purchased Vehicles

Avoyelles:

1998 Chevrolet

2003 GMC

2003 CIRM

2009 Chevrolet

Winn

2009 Chevrolet

Oakdale

2007 Chevrolet

2.1(b)(iv) Purchased Personal Property Leases

Avoyelles Capital Leases:

GE Optima 660 CT Technology
GE Medispense
GE Copiers
GE Digital Mammo Unit
Olympus America Inc. Lease (Endoscope)
Philips-Ultrasound

Winn Capital Leases:

GE Medispense
Siemens Chemistry Analyzer Lease
GE Copier
MedOne Capital Funding (IV pumps)

Oakdale Capital Leases:

Mindray DS Capital Lease Telemetry
De Lage Landen Blood Gas Analyzer Capital Lease
Karl Storz Endoscopy
Siemens Chemistry Analyzer
GE Copier
GE MedDispense
Toshiba Ultrasound

Other Personal Property Leases:

Stryker Financing Endoscopy (Winn)
Siemens lab reagent equipment (Avoyelles)

2.1(c) Purchased Intellectual Property Licenses

Hospital Names (no trademarked property).

Avoyelles Hospital

Winn Parish Medical Center

Oakdale Community Hospital

Websites with registered domain names only (no trademarked property).

Avoyelleshospital.com

Oakdalecommunityhospital.com

Winnparishmedical.com

2.1(f) Purchased Contracts

Vendor Agreements:

Computer Programs & Systems, Inc. (“CPSI”)

GPN/Marksville, LLC (Avoyelles)

GPN/Oakdale, LLC (Oakdale)

Medical Records Storage:

Hathorn Record Management System - Avoyelles

Professional Archive Solutions, Inc. – Winn Parish & Oakdale

Managed Care Contracts:

Aetna Better Health Inc.

Aetna Coventry

Amerigroup

Blue Cross Blue Shield

Humana

PPOplus

UnitedHealthcare

Vantage Health Plan

Verity HealthNet Network (Oakdale only)

Capital Leases:

Avoyelles Capital Leases:

GE Optima 660 CT Technology

GE Medispense

GE Copiers

GE Digital Mammo Unit

Olympus America Inc. Lease (Endoscope)

Philips-Ultrasound

Winn Capital Leases:

GE Medispense
Siemens Chemistry Analyzer Lease
GE Copier
MedOne Capital Funding IV pumps

Oakdale Capital Leases:

Mindray DS Capital Lease Telemetry
De Lage Landen Blood Gas Analyzer Capital Lease
Karl Storz Endoscopy
Siemens Chemistry Analyzer
GE Copier
GE MedDispense
Toshiba Ultrasound

Other Personal Property Leases:

Stryker Financing Endoscopy (Winn)
Siemens lab reagent equipment (Avoyelles)

2.2(f) Excluded Tangible Personal Property

None.

2.2(g) Excluded Personal Property Leases

All personal property leases not specified in 2.1(b)(iv).

4.2 (g) Physician Listing

Winn Parish – ER MDs

Dr. Edward Samper, MD

Dr. Julio Iglesias, MD

Dr. Ugochukwu Ike, MD

Dr. Carl Musgrove, MD

Winn Parish - Hospitalist MDs and Extenders

Dr. Eric Dupree, MD

Dr. Ricky Hendrix, MD

Dr. Mark Shelton, MD

Dr. Stacy H Zeller, MD

Dr. Daniel Renois, MD

Benjamin Colvin, NP

Sandra Carter, NP

Michelle Malzan, NP

Bryant Acosta, PA

Oakdale

Dr. Greg Savoy, MD

Dr. Binitha Joseph, MD

5.3 Consents

None.

5.4 Title to Purchased Assets

No Exceptions Identified.

5.5 Real Property

Owned Property

AVOYELLES

Avoyelles Hospital - 4231 Highway 1192 Marksville, LA

Tract No. 1 - Lots 2 & 6 containing 0.887 acres & 1.207 acres respectively, located in Sections 45 and 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: BEGIN at the Northwest corner of Lot 2 which is the intersection of the South Right-of-Way line of Dedicated Street and the East Right-of-Way line of Louisiana Highway Nos. 107 and 115 for the POINT OF BEGINNING: Thence proceed along the South Right-of-Way line of Dedicated Street North 49°02'34" East 55.45 feet; thence along a curve to the right having a chord of North 74°40'15" East 141.26 feet and a radius of 191.00 feet; thence South 22°11'46" East 235.42 feet; thence North 69°16'35" East 155.10 feet; thence South 12°11'15" East 169.54 feet; thence South 09°16'03" East 35.52 feet; thence South 78°29'36" West 19.46 feet; thence along a curve to the right having a chord of South 18°27'33" West 114.84 feet and a radius of 113.31 feet; thence South 79°52'23" West 42.02 feet; thence North 41°00'25" West 543.80 feet back to the POINT OF BEGINNING. Being identified as Tract No. 1 on the plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No. 2 - Lots 3 & 4 containing 0.890 acres and 0.918 acres respectively, located in Section 45, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: BEGIN at the Northwest corner of Lot 3 which is the Southwest corner of the (Now or Formerly) Earland Dupuis et al. property on the East side of Louisiana Highway Nos. 107 and 115 for the POINT OF BEGINNING: Thence proceed along the North line of Section 45, North 73°33'45" East 373.12 feet; thence South 21°35'16" East 259.20 feet; thence along a curve to the right having a chord of North 88°54'02" West 55.30 feet and a radius of 382.00 feet; thence along a curve to the left having a chord of South 84°37'27" West 97.62 feet and a radius of 241.00 feet; thence along a curve to the left having a chord of South 60°15'52" West 78.99 feet and a radius of 246.00 feet; thence South 48°57'39" West 55.32 feet; thence North 41°00'27" West 290.24 feet back to the POINT OF BEGINNING. Being identified as Tract No. 2 on the plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No. 3 - 13.600 acres located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana being more particularly described as follows: BEGIN at the most Southwesterly corner of tract of land on the East side of Louisiana Highway No. 1192 for the POINT OF BEGINNING: Thence proceed North 11°38'56" West 88.90 feet along the East Right-of-Way line of Louisiana Highway No. 1192; thence leaving said Right-of-Way proceed N 78°41'07" E 264.99 feet; thence proceed N 11°25'02" W 252.02 feet; thence proceed S 78°39'14" W 265.10 feet to a 1/2" Rebar marking an intersection with the East Right-of-Way of Louisiana Highway No. 1192; thence proceed N 11°25'50" W along said East Right-of-Way 369.22 feet; thence leaving said Right-of-Way proceed North 77°58'30" East 927.35 feet along South Right-of-Way of parish road to the West side of 50' dedicated street; thence proceed South 10°22'09" East 722.36 feet along the West side of road to the Southeast corner of land herein described; thence proceed South 78°44'00" West 913.52 feet back to the POINT OF BEGINNING. Being identified as Tract No. 3 on plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No. 4 - 3.334 acres located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana being more particularly described as follows: COMMENCE at the most Southwesterly corner of tract of land on the East side of Louisiana Highway No. 1192; thence proceed North 78°44'00" East 963.58 feet to the Southwest corner of land herein described for the POINT OF BEGINNING: Thence proceed North 10°22'34" West 722.34 feet along the east side of Dedicated Street (50' - R/W) to the South Right-of-Way of Parish Road (Hospital Road); thence proceed North 75°47'38" East 200.46 feet along said parish road to the Northeast corner of land herein described (also the Northwest corner of land owned by Ronald Robbins); thence proceed South 10°17'59" East 558.01 feet; thence South 10°33'28" East 174.63 feet to the Southeast corner of land herein described; thence proceed South 78°44'00" West 199.84 feet back to the POINT OF BEGINNING. Being identified as Tract No. 4 on plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No.5

0.471 acres located in Sections 45 and 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows:

Commence at the Northwest corner of Lot 3 which is the Southwest corner of the (now or formerly) Earland Dupuis property on the east side of Louisiana Highway Nos. 107 and 115. Proceed South 41 degrees 00 minutes 27 seconds East along said right-of-way 290.24 feet for the POINT OF BEGINNING; thence leaving said right-of-way proceed North 48 degrees 57 minutes 39 seconds East 55.32 feet; thence proceed along a curve to the right having a chord of North 60 degrees 15 minutes 52 seconds East 78.99 feet and a radius of 246.00 feet; thence proceed along a curve to the right having a chord

of North 84 degrees 37 minutes 27 seconds East 97.62 feet and a radius of 241.00 feet; thence proceed along a curve to the left having a chord of South 88 degrees 54 minutes 02 seconds East 55.30 feet and a radius of 382.00 feet; thence proceed along a curve to the left having a chord of North 84 degrees 18 minutes 18 seconds East 67.31 feet and a radius of 382.00 feet; thence proceed North 78 degrees 08 minutes 45 seconds East 68.12 feet to an intersection with the right-of-way of Louisiana Highway No. 1192; thence proceed South 12 degrees 14 minutes 45 seconds East along said right-of-way 50.15 feet; thence leaving said right-of-way proceed South 78 degrees 33 minutes 13 seconds West 67.94 feet; thence proceed along a curve to the right having a chord of South 87 degrees 26 minutes 54 seconds West 129.64 feet and a radius of 432.00 feet; thence proceed along a curve to the left having a chord of South 74 degrees 40 minutes 15 seconds West 141.26 feet and a radius of 191.00 feet; thence proceed South 49 degrees 02 minutes 34 seconds West 55.45 feet to an intersection with the aforementioned east right-of-way of Louisiana Highway Nos. 107 and 115; thence proceed North 41 degrees 05 minutes 03 seconds West along said right-of-way 50.01 feet to the Point of Beginning. Being identified as Tract No.5 on the plat of survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Tract No.6

0.829 acres located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: Commence at the most Southwesterly corner of tract of land on the East side of Louisiana Highway 1192; thence proceed North 78 degrees 44 minutes 00 seconds East 913.52 feet to the Southwest corner of land herein described for the POINT OF BEGINNING; thence proceed North 10 degrees 22 minutes 09 seconds West 722.36 feet to an intersection with the South right-of-way of Hospital Road; thence proceed North 78 degrees 44 minutes 57 seconds East along said right-of-way 49.97 feet; thence leaving said right-of-way proceed South 10 degrees 22 minutes 34 seconds East 722.34 feet; thence proceed South 78 degrees 44 minutes 00 seconds West 50.06 feet back to the Point of Beginning. Being identified as Tract No.6 on the plat of survey by Walter Glen Kirkland, Registered land Surveyor, dated March 24, 2009.

Tract No.7

0.242 acres located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: Begin at a 5/8 inch rebar (found) marking the Northeast corner of Tract 4, also being the Northwest corner of property owned by Ronald Robbins; thence proceed South 75 degrees 47 minutes 38 seconds West 200.46 feet; thence proceed South 78 degrees 44 minutes 57 seconds West 49.97 feet; thence proceed South 77 degrees 58 minutes 30 seconds West 927.35 feet to an intersection with the East right-of-way line of Louisiana Highway No. 1192; thence proceed North 11 degrees 25 minutes 50 seconds West along said right-of-way 12.00 feet; thence leaving said right-of-way proceed North 78 degrees 13 minutes 13 seconds East 1177.51 feet to the Point of Beginning. Being identified as Tract No. 7 on the plat of survey by Walter Glen Kirkland, Registered land Surveyor, dated March 24, 2009.

Avoyelles MOB - 4239 Highway 1192 Marksville, LA

THAT CERTAIN PIECE OR PARCEL OF LAND SITUATED IN SECTION 61, TOWNSHIP 2 NORTH, RANGE 4 EAST, SOUTHWESTERN LAND DISTRICT, AVOYELLES PARISH, LOUISIANA, BEING SHOWN AS A 1.53 ACRE PARCEL ON A PLAN OF "TOPOGRAPHIC SURVEY OF ST. LUKE MEDICAL PLAZA" BY JESSIE P. LACHNEY, CIVIL ENGINEER AND LAND SURVEYOR, DATED JULY 24, 2003, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF LOUISIANA HIGHWAY 1192, REPORTED TO BE S11°28'E A DISTANCE OF 369.37 FEET FROM THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF HOSPITAL ROAD, SAID CORNER MARKED BY A 1/2" IRON ROD FOUND; THENCE N78°38'46"E (N78°39'32"E REFERENCE SURVEY) A DISTANCE OF 265.17 FEET (265.00 FEET REFERENCE SURVEY) TO A 1/2" IRON ROD FOUND; THENCE S11°27'01"E (S11°28'E REFERENCE SURVEY) A DISTANCE OF 251.96 FEET (252.00 FEET REFERENCE SURVEY) TO A 1/2" IRON ROD FOUND; THENCE S78°39'35"W A DISTANCE OF 265.00 FEET TO A 1/2" IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF LOUISIANA HIGHWAY 1192; THENCE N11°29'27"W (N11°28'W REFERENCE SURVEY) ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 251.90 FEET (252.00 FEET REFERENCE SURVEY) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.533 ACRES AS SURVEYED BY TURNER SURVEYS, LLC, JOB NO. 12-0307, DATED SEPTEMBER 25, 2012, AND IS SUBJECT TO ANY SERVITUDES OR RESTRICTIONS THAT MAY BE OF RECORD.

WINN PARISH MEDICAL CENTER

Tract 1 **.932 Acres** - located in S23, T11N, R3W south of Court St. and West of West Boundry St.

Tract 2 **.225 Acre** - located in S23, T11N, R3W between West Lafayette Street and Tract 3.

Tract 3 **1.713 Acre** - located in S23, T11N, R3W. Medical Center Campus Parcel South of West Lafayette Street and West of West Boundary Street.

Tract 4 **.477 Acre** - located in S23, T11N, R3W South of West Lafayette Street and East of West Boundry Street.

Tract 5 **4.721 Acre** - located in S23, T11N, R3W , Winn Parish, Louisiana.

Tract 6 **.240 Acre** - located in S23, T11N, R3W between Tract 3 and Tract 5.

Tract 7 **.847 Acre** - located in S23, T11N, R3W South of Court Street and West of Roberts Street comprising Lots 2,3,4,5 and a portion of Lot 6 of Block 9 of the Roberts Addition.

Tract 8 **.085 Acre** - located S23, T11N, R3W between Tract 7 and Tract 1 in the Roberts Addition.

OAKDALE HOSPITAL

Tract A	8.665 Acres located NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA - Hospital Tract.
Tract B	.813 Acres located in the NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA - Consists of Tract B1 and B2.
Tract D	1.017 Acres located in the NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA - Tract containing a portion of Hospital Drive.
Tract C	1.515 Acres located in the NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA.
Tract 5	.42 Acres located in Sec. 35, T6S, R5W in Allen Parish, LA.
Tract 6 and 7 Nesom Clinic and a Servitude Estate	.215 Acres located in Allen Parish, LA, Nesom Clinic situated in Lots 1 & 2, Block 6 East of 12th St, City of Oakdale. (one story brick veneer building). This parcel contains Tract 1 where the Nesom Clinic is located and Tract 2 containing a Right of Way Easement.

Oakdale Clinic (Closed/Vacant)

Two physician Medical Office building and real estate located 400 E. 6th Avenue, Oakdale, Louisiana, 71463

Mowad Office Building (Closed/Vacant) – Excluded Asset

The office building and real estate located at 140 Hospital Drive, Oakdale Louisiana 71463

Real Property Leases

AVOYELLES

PDM JDT, LLC - Place Du Marche – MOB

264 Tunica Drive, Marksville, Louisiana, 71351

Subleases

MOB Hope's Children & Family Care Clinic – 338 Moreau Street, Suite B, Marksville, Louisiana 71351

MOB Avoyelles Pediatrics – 338 Moreau Street, Suite E & F, Marksville, Louisiana 71351

MOB Dr. Donna Breen, M.D. – 338 Moreau Street, Suite A, Marksville, Louisiana 71351

MOB Dr. Ellas Mounayar, M.D. – 338 Moreau Street, Suite D, Marksville, Louisiana 71351

**The Place Du Marche shopping center property is located on Tunica Drive and Moreau Street*

Avoyelles Hospital – MOB

4239 Highway 1192, Suite 300, Marksville, LA 71351

Leases:

MOB Avoyelles Surgical Associates – 4239 Highway 1192, Suite 300, Marksville, LA 71351

MOB Dr. Kevin L. Bordelon, M.D. – 4239 Highway 1192, Suite 200, Marksville, LA 71351

MOB Dr. Warren John Plauche – 4239 Highway 1192, Suite 100, Marksville, LA 71351

OAKDALE HOSPITAL

Elizabeth Clinic

504 West Main Street, Elizabeth, Louisiana 70638

Storage Building (Lease from Charles Cottongin)

404 West 6th avenue, Oakdale Louisiana 71463

WINN PARISH

Physical Therapy Building - Shelton Properties, West Coast Division, LLC:
608 W. Lafayette Street, Winnfield, Louisiana 71483

5.7 Intellectual Property

None.

5.8 Material Contracts

Vendor Agreements:

Computer Programs & Systems, Inc. (“CPSI”)

GPN/Marksville, LLC (Avoyelles)

GPN/Oakdale, LLC (Oakdale) Medical Records Storage:

Hathorn Record Management System - Avoyelles

Professional Archive Solutions, Inc. – Winn Parish & Oakdale

Managed Care Contracts:

Aetna Better Health Inc.

Aetna Coventry

Amerigroup

Blue Cross Blue Shield

Humana

PPOplus

UnitedHealthcare

Vantage Health Plan

Verity HealthNet Network (Oakdale only)

Capital Leases:

Avoyelles Capital Leases:

GE Optima 660 CT Technology

GE Medispense

GE Copiers

GE Digital Mammo Unit

Olympus America Inc. Lease (Endoscope)

Philips-Ultrasound

Winn Capital Leases:

GE Medispense

Siemens Chemistry Analyzer Lease

GE Copier

MedOne Capital Funding (IV pumps)

Oakdale Capital Leases:

Mindray DS Capital Lease Telemetry

De Lage Landen Blood Gas Analyzer Capital Lease

Karl Storz Endoscopy

Siemens Chemistry Analyzer

GE Copier

GE MedDispense

Toshiba Ultrasound

Other Personal Property Leases:

Stryker Financing Endoscopy (Winn)

Siemens lab reagent equipment (Avoyelles)

5.9 Employee Benefits

Employee Benefits/Policies

Paid Time Off Policy

Management Contracts¹:

Daniel Rissing Employment Agreement
Hector Lopez Employment Agreement
Mike Hurlburt Employment Agreement
Wayne Thompson Employment Agreement
Kurt Bennett Employment Agreement
Brad Mabry Employment Offer
Donna Varnado Salary Deferral
Hector Lopez Salary Deferral

401(k) plan

All employees of PAC and the Hospitals that are not subject to a collective bargaining agreement are eligible to participate in PAC's 401(k) plan and make voluntary contributions for retirement saving. Employer matching of the employee contribution is at the discretion of PAC. PAC is the Plan Administrator for the 401(k) plan.

Insurance:

PAC Corporate:

Insurance Company	Type of Policy
Blue Cross Blue Shield of LA	Health
MetLife	Life
MetLife	Voluntary Life
MetLife	STD
MetLife	LTD
MetLife	Dental
MetLife	Vision

Avoyelles:

¹ The identification of the Management Contracts herein is for disclosure purposes only and does not indicate assumption of such contracts by the Purchaser.

Insurance Company	Type of Policy
Blue Cross Blue Shield of LA	Health
MetLife	Life
MetLife	Voluntary Life
MetLife	STD
MetLife	LTD
MetLife	Dental
MetLife	Vision

Oakdale:

Insurance Company	Type of Policy
Blue Cross Blue Shield of LA	Health
MetLife	Life
MetLife	Voluntary Life
MetLife	STD
MetLife	LTD
MetLife	Dental
MetLife	Vision

Winn Parish:

Insurance Company	Type of Policy
Blue Cross Blue Shield of LA	Health
MetLife	Life
MetLife	Voluntary Life
MetLife	STD
MetLife	LTD
MetLife	Dental
MetLife	Vision

5.10 Labor and Collective Bargaining Agreement

None.

5.11 (a) Compliance With Laws

Avoyelles:

JCAHO-Accreditation
Pharmacy Permit
Controlled Dangerous Substances License
Clinical Laboratory Improvement Amendments (Lab & Respiratory)
Drug Enforcement Agency License
Department of Health and Hospitals License
Department of Health and Hospitals Inspection
Fire Marshal Inspection Report
American College of Radiology Mammography
Department of Health and Hospitals; Food & Drug Administration Mammography Certification
Department of Health and Hospitals Permit To Operate

Winn Parish:

DHH Survey Letter
Sanitation Services Report
CLIA Amendments
CLIA Lab
Controlled Dangerous Substances License
DHH Inspection
DHH License
DHH Permit To Operate
Drug Enforcement Agency License
Fire Marshal Inspection Report
Pharmacy Permit 2016

Oakdale:

JCAHO-Accreditation
OCH Facility License
OCH Occupational License
Building Safety Inspection Report
Pharmacy Permit & Controlled Dangerous Substance License
Clinical Laboratory Improvement Amendments
American College of Radiology Mammography
Radioactive Material License
DHH Food Inspection

5.11 (b) Compliance With Laws

Winn Parish

Is not accredited by the Joint Commission.

5.12 Financial Advisors

SOLIC Capital Advisors, LLC

6.3(a) Consents

Except as described Purchaser is not required to obtain any consent, approval, authorization, waiver, Order, license or Permit of or from, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Purchaser Documents by Purchaser, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and (ii) the Healthcare Regulatory Consents.

NONE

6.3(b) No Conflicts

Except as set forth to Purchaser's knowledge, none of the execution and delivery by Purchaser of this Agreement or any of the Purchaser Documents, the consummation of the Contemplated Transactions by Purchaser, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, other than any such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the ability of Purchaser to consummate the Contemplated Transactions.

NONE

8.2 Exceptions to Conduct of Business

No exceptions

10.3(d) Required Governmental Consents

Centers for Medicare & Medicaid Services – 855 Form

Department of Health and Hospitals

Drug Enforcement Agency License

Laboratory

12.3 Purchase Price Allocation

For tax purposes only, Seller and Purchaser shall allocate the purchase price (including the Assumed Liabilities) among the Purchased Assets as specified and, in accordance with such allocation, Purchaser shall prepare and deliver to Seller copies of Form 8594 and any required exhibits thereto (the "Asset Acquisition Statement").

[To be supplied by Parties]

**EXHIBITS TO THE
ASSET PURCHASE AGREEMENT**

Dated _____ 2016

BY AND AMONG

_____ (Buyer)

AND

PROGRESSIVE ACUTE CARE, L.L.C.

**PROGRESSIVE ACUTE CARE AVOUELLES, L.L.C.
PROGRESSIVE ACUTE CARE WINN PARISH, L.L.C.**

AND

**PROGRESSIVE ACUTE CARE OAKDALE, L.L.C.
(collectively "Seller Group")**

EXHIBIT A
Form of Bill of Sale

[TO BE SUPPLIED BY THE PARTIES]

EXHIBIT B

Form of Assignment and Assumption Agreement

[TO BE SUPPLIED BY THE PARTIES]

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
Lafayette Division**

IN RE:

CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, et al.

CHAPTER 11

DEBTORS

JOINTLY ADMINISTERED

**NOTICE OF (I) DEBTORS' REQUEST FOR AUTHORITY TO ASSUME AND ASSIGN
CERTAIN ADDITIONAL EXECUTORY CONTRACTS AND UNEXPIRED LEASES,
AND (II) DEBTORS' PROPOSED CURE AMOUNTS**

TO CERTAIN ADDITIONAL COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES PLEASE TAKE NOTICE THAT:

PLEASE TAKE NOTICE that on July 14, 2016, the Debtors filed *Motion Under 11 U.S.C. §§ 363(b) and (f) and 365 for: (I) Preliminary Order (i) Approving Bidding Procedures and Stalking Horse Bid and Fee, (ii) Prescribing Notice Requirements, and (iii) Setting Hearing Date, Time and Place for Auction of Debtors' Property; and, for (II) Order Approving Sale of Assets and Assumption and Assignment of Certain Contracts and Leases and Amounts of Cure, if any, Related Thereto* (Docket No. 183) (the "Motion") seeking, among other things, entry of an order (the "Sale Order") authorizing and approving the sale of property and intangible personal property (collectively "the Purchased Assets"), and specifically excluding cash and certain other assets of the Debtors' estates (collectively "the Excluded Assets") and seeking authority to assume and assign certain Contracts ("the Assumed Contracts").¹

PLEASE TAKE FURTHER NOTICE THAT on _____, 2016, the Court entered an order (Docket No. ____) (the "Bidding Procedures Order"), approving the Motion. A copy of the Bidding Procedures Order is attached hereto.

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Sale and the assumption and assignment of Assumed Contracts to the Stalking Horse Bidder, or the Successful Bidder, as applicable (the "Sale and Assignment Hearing"), is presently scheduled to take place on August 26, 2016 at 10:00 a.m. (Central Time), or as soon thereafter as counsel may be heard, before the Honorable Robert Summerhays, United States Bankruptcy Judge, Western District of Louisiana, at the United States Bankruptcy Court, 214 Jefferson Street, Suite 100, Lafayette, LA 70501-7050.

PLEASE TAKE FURTHER NOTICE THAT, in addition to the Assumed Contracts, upon the closing of the Sale of Assets, the Debtors also shall seek to assume and assign to the Successful

¹ The Purchased Assets, the Excluded Assets, and Assumed Contracts as those terms are used in this Notice are more particularly described in Sections 2.1 and 2.2 of the Asset Purchase Agreement ("the proposed Stalking Horse APA") attached to the Motion as Exhibit "B."

Bidder for the Assets at the Auction (as defined in the Bidding Procedures Order) (the “Assignee”) the additional Contracts and any modifications thereto set forth on **Exhibit A** hereto (collectively, the “Additional Assumed Contracts”). In addition, the cure amounts, if any, necessary for the assumption and assignment of the Additional Assumed Contracts (the “Cure Amounts”) are set forth on **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that Objections, if any, to the assumption and assignment of the Additional Assumed Contracts, including the Cure Amount, must be filed and served no later than 5:00 p.m. (Central Time) on August 24, 2016. Each objection shall state the legal and factual basis of such objection and may be orally supplemented at the relevant hearing. Any objection to the Debtors’ proposed Cure Amount or the provision of adequate assurance of future performance under any Additional Assumed Contract pursuant to Bankruptcy Code § 365 (“Adequate Assurance”) must: (a) be filed and served on or before the deadline set forth above or any such Objection will be deemed waived; (b) identify the Contract(s) or Lease(s) to which the objector is party; (c) describe with particularity any cure the claimant contends is required under Bankruptcy Code § 365 (the “Cure Claim”) and identify the basis of the alleged Cure Claim under the Contract or Lease; (d) attach all documents supporting or evidencing the Cure Claim; and (e) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance.

Dated _____, 2016.

STEFFES, VINGIELLO & MCKENZIE, L.L.C.

By: /s/ Barbara B. Parsons
William E. Steffes (La. Bar No. 12426)
Barbara B. Parsons (La. Bar No. 28714)
Noel Steffes Melancon (La. Bar No. 30072)
STEFFES, VINGIELLO & MCKENZIE, LLC
13702 Coursey Boulevard Building 3
Baton Rouge, Louisiana 70817
Telephone: (225) 751-1751
Facsimile: (225) 751-1998
E-mail: bparsons@steffeslaw.com

*Counsel for Progressive Acute Care, LLC,
Progressive Acute Care Avoyelles, LLC,
Progressive Acute Care Oakdale, LLC, and
Progressive Acute Care Winn, LLC, Debtors*

Notice Recipients

District/Off: 0536-4
Case: 16-50740

User: eprice
Form ID: pdf1

Date Created: 7/29/2016
Total: 973

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

tr DIP
op Garden City Group, LLC
cr Jefferson Sprinkler, Inc.
intp CHRISTUS Health
cr Allen Emergency Group, LLC
cr Winn Emergency Group, LLC
cr Avoyelles Emergency Group, LLC
cr Iberia Emergency Group, LLC
cr Iberia Physician Services, LLC
cr The Schumacher Group of Louisiana, Inc.
cr Sheridan Healthcare of Louisiana, Inc.
7075329 state of la

TOTAL: 12

Recipients of Notice of Electronic Filing:

ust Office of U. S. Trustee USTPRegion05.SH.ECF@usdoj.gov
aty Alan H. Goodman alan.goodman@bswllp.com
aty Andrew H. Sherman asherman@sillscummis.com
aty Armistead M. Long along@gordonarata.com
aty Barbara B. Parsons bparsons@steffeslaw.com
aty Bradley L. Drell bdrell@goldweems.com
aty Gail Bowen McCulloch gail.mcculloch@usdoj.gov
aty George C. Freeman, III gfreeman@barrassousdin.com
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cr Shelton Property West Court Division, LLC c/o Stephen Shelton P.O. Box 1437 Winnfield, LA
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cr Mobile Imaging Services, LLC Wheelis & Rozanski P.O. Box 13199 Alexandria, LA 71315
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7078828 ACA Commercial Services, LLC 3616 Lee Street Alexandria, LA 71302
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7075233 Acadiana Bottling Company, Inc. PO Box 80008 Lafayette, LA 70598-0008
7078829 Acadiana Computer Systems, Inc. PO Box 60670 Lafayette, LA 70596
7075234 Acadiana Media Ventures, LLC d/b/a/ Acadiana Lifestyle, Inc. 551 Jefferson Street Lafayette, LA
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7078831 Acme Poster Advertising, LLC PO Box 488 Natchitoches, LA 71458
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7078441 Allen Parish Sheriff's Dept. PO Drawer 278 Oberlin, LA 70655
7078442 Allen Parish Sheriff's Office 601 Court Street Oberlin, LA 70655
7078443 Allergan USA, Inc. 12975 Collections Center Drive Chicago, IL 60693
7078838 Alpha Source, Inc. PO Box 8811 Carol Stream, IL 60197-8811
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7078101 American Red Cross 425 Bolton Avenue Alexandria, LA 71301
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7078452 Arthrex, Inc. PO Box 403511 Atlanta, GA 30384-3511
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7078108 Associated Office System 400 Poydras Street, Suite 1700 New Orleans, LA 70130
7078847 Associated Spring Raymond Dept CH 14115 Palatine, IL 60055-4115
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7109625 Atmos Energy Corporation Attn: Bankruptcy Group PO Box 650205 Dallas TX 75265-0205
7078458 Audit Microcontrols, Inc. PO Box 3369 Eatonton, GA 31024
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7078113 Auto Parts & Battery 207 North Main Street Marksville, LA 71351
7075244 Avatar International, LLC Chicago Corporate Center 25 E. Washington Street, Suite 600 Chicago, IL 60602
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7106881 Avoyelles Emergency Group, LLC c/o Joseph Hebert POB 52008 Lafayette, LA 70505-2008
7078116 Avoyelles Office Supply 221 N. Main Street Marksville, LA 71351
7078117 Avoyelles Outdoors, Inc. 822 Tunica Drive West Marksville, LA 71351
7078118 Avoyelles Parish Sales Tax Sales and Use Tax Dept. 221 W. Tunica Drive Marksville, LA 71351
7078119 Avoyelles Parish Sheriff's Office Sheriff Doug Anderson, Tax Collector 675 Government Street Marksville, LA 71351
7078120 Avoyelles Surgical Associates 4329 Highway 1192, Suite 300 Marksville, LA 71351
7078468 BC Technical, Inc. 7172 South Airport Road West Jordan, UT 84084
7078471 BG Medical, LLC 101 S. Hough St Ste 6A Barrington, IL 60010
7075247 BMW Financial Services Customer Service PO Box 3608 Dublin, OH 43016-0306
7078142 BR Surgical, LLC 3500 Beachwood Court, Suite 107 Jacksonville, FL 32224
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7078135 Blake Zaunbrecher 166 Hwy 1186 Mansura, LA 71350
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7078137 Blue Cross/Blue Shield of LA PO Box 98029 Baton Rouge, LA 70898
7078862 Bodemuller the Printer, Inc. PO Box 27 Opelousas, LA 70571

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7078863 Boston Scientific Corp. PO Box 951653 Dallas, TX 75395
7078475 Bracco Diagnostics, Inc. PO Box 978952 Dallas, TX 75397-8952
7078864 Breazeale, Sachse & Wilson, LLP PO Box 3197 Baton Rouge, LA 70821-3197
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7078143 Briggs Healthcare Attn: Credit Services 7300 Westown Parkway West Des Moines, IA 50266
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7078866 Brit Systems, Inc. 1909 Hi Line Dr Ste A Dallas, TX 75207
7078144 Brittany Hopkins 244 Bernes Street Marksville, LA 71351
7078145 Brouillette Water System 3053 Hwy 1192 Marksville, LA 71351
7078867 Brown Security Systems 437 Hwy 3191 Natchitoches, LA 71457
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7119254 Business First Bank Attn: Robert Bond 8440 Jefferson Hwy Ste 101 Baton Rouge LA 70809
7078147 Bussey & Lauve, LLC PO Box 307 Alexandria, LA 71309
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7078887 CPSI PO Box 850309 Mobile, AL 36685-0309
7078175 CS Surgical, Inc. 662 Whitney Drive Slidell, LA 70461
7078148 Cable South Media 3 PO Box 620 Milan, TN 38358
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7078483 Cardiac Science Corp. N7 W22025 Johnson Drive, Suite 100 Waukesha, WI 53186
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7078487 Carefusion 203/Pulmonetics Systems 23578 Network Place Chicago, IL 60673-1235
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7078172 Crest Healthcare Supply PO Box 727 Dassel, MN 55325-0727
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7075255 Crowe Horwath, LLP 225 West Wacker Drive, Suite 2600 Chicago, IL 60606
7078890 Curbell Electronics, Inc. 62882 Collections Center Drive Chicago, IL 60693-0628
7078176 Curbell Medical Products, Inc. 62882 Collection Center Drive Chicago, IL 60693-0628
7078522 Custom Specialties & Supply, Inc. 3233 25th Street Metairie, LA 70002-6011
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7075260 DHP Iberia Rehab, LLC PO Drawer 51782 Lafayette, LA 70505
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7075256 Dan Kensinger 298 Inverness Trail Dakota Dunes, SD 57049
7075257 Dan Newell 101 North Main Avenue, Suite 325 Sioux Falls, SD 57104
7075258 Dan Rissing 20 Sweetgrass Lane Kiawah Island, SC 29455
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7078904 Emergency Power Systems, Inc. 301 Wiloak Drive Shreveport, LA 71106
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7078906 Executive OfficeLinx 107 Melvyn Drive Monroe, LA 71203
7078907 Executone Systems Company of LA, Inc. PO Box 15449 Baton Rouge, LA 70895
7078197 Executone of Louisiana 11316 Pennywood Avenue Baton Rouge, LA 70809
7078198 F&B Equipment Sales & Rental, Inc. 211 Hulco Drive Scott, LA 70583
7078200 FDA MQSA Program Food and Drug Administration PO Box 979109 Saint Louis, MO 63197-9000
7078199 Facilitydude.com PO Box 200277 Pittsburgh, PA 15251-0277
7078550 Fatula Repair 103 North 15th Street Oakdale, LA 71463
7078201 Federal Express Corp PO Box 660481 Dallas, TX 75266-0481
7075267 Findley Davies, Inc. 6000 Fairview Road, Suite 1200 PMB: 113706 Charlotte, NC 28210
7075268 Fisher & Phillips, LLP 1075 Peachtree Street NE Suite 3500 Atlanta, GA 30309
7078554 Fisher Healthcare PO Box 404705 Atlanta, GA 30384-4705
7120127 Fisher Scientific Co LLC 300 Industry Dr Pittsburgh PA 15275
7075269 Fisher Scientific Co., LLC Attn: 469909 PO Box 404705 Atlanta, GA 30384-4705
7078921 Flexible Informatics, LLC ABS Transaction Processing 19 Bala Ave, Ste 203 Bala Cynwyd, PA 19004-3202
7078203 Flowers Baking Company of Baton Rouge PO Box 951578 Dallas, TX 75395
7078555 Flowers Foods 1504 Florida Boulevard Baton Rouge, LA 70802
7078556 Follett Corp. 801 Church Lane PO Box D Easton, PA 18040-6637
7078557 Foremost Dairies, Inc. PO Box 1203 Shreveport, LA 71163
7078558 Forest Hill Utilities PO Box 309 Forest Hill, LA 71430
7078922 Four Rivers Software Systems 1501 Ardmore Bld 2nd Fl Pittsburgh, PA 15221
7078559 Franklin Mills Co. 2021 East Swan Lake Circle Kent, OH 44240
7078923 Fuqua Paper Supply, LLC 315 W. Mississippi Avenue Ruston, LA 71270
7078204 Futura Mobility 515 Pennsylvania Avenue, Suite 100 Fort Washington, PA 19034
7078563 GE Healthcare (Contracts) PO Box 96483 Chicago, IL 60693
7078564 GE Healthcare Di. Svc. PO Box 604944 Pittsburgh, PA 15264-0944
7078208 GE Healthcare Financial Services PO Box 641419 Pittsburgh, PA 15264-1419
7078565 GE Medical Systems Information Technologies Attn: Accounts Receivable 5517 Collections Center Drive Chicago, IL 60693
7099450 GEORGE C. FREEMAN, III Sheridan Healthcare of Louisiana, Inc. 909 Poydras Street, 2400 New Orleans, LA 70112 gfreeman@barrassousdin.com
7078930 GI Supply, Inc. 200 Grandview Avenue Camp Hill, PA 17011-1706
7078213 GPN Marksville, LLC 504 Texas Street, Suite 200 Shreveport, LA 71101
7078570 GPN/Oakdale, LLC 504 Texas St Ste 200 Shreveport, LA 71101
7078924 Gallini Medical Devices 6758 E. Paris Avenue SE Caledonia, MI 49316
7078560 Galls, LLC 24296 Network Place Chicago, IL 60673-1242
7078205 Gannett Newspapers of LA AdvertiserMedianNetwork PO Box 677326 Dallas, TX 75267-7326
7078925 Gannett Newspapers of Louisiana PO Box 677326 Dallas, TX 75267-7326
7078561 Garratt Callahan Co. 50 Ingold Road Burlingame, CA 94010-2206
7078206 Gas Analytical Services 1039 Pearl Drive Bossier City, LA 71111
7075272 Genasses, LLC d/b/a JR Davis Creative 111 Edinburgh Circle Lafayette, LA 70508
7075273 George C. Freeman, III Barrasso, Usdin, Kupperman, Freeman & Sarver, LLC 909 Poydras Street, Suite 2400 New Orleans, LA 70112
7078566 Getinge USA, Inc. 1777 E. Henrietta Road Rochester, NY 14623-3133
7078929 Getinge USA, Inc. Attn: Accounts Receivable 1265 Solutions Center Chicago, IL 60677-1002
7078209 GlaxoSmithKline Pharmaceuticals, Ltd. PO Box 740415 Atlanta, GA 30374-0415
7078210 Glenn's Auto Repair, LLC 6760 Highway 1 Mansura, LA 71350
7078211 Global Equipment Co, Inc. 29833 Network Place Chicago, IL 60673-1298
7075274 Global Link Communications, Inc. 535 Worcester Road Framingham, MA 01701
7078568 Gold, Weems, Bruser, Sues & Rundell, APAC PO Box 6118 Alexandria, LA 71307-6118
7078569 Gordon and Breau Marketing Co. PO Box 52435 Lafayette, LA 70505-2435
7078212 Goux Holdings, LLC Roch Michael PO Box 501 Marksville, LA 71351
7078214 Grace Medical PO Box 34877 Memphis, TN 38184
7078571 Grainger Attn: Dept 867443244 PO Box 419267 Kansas City, MO 64141-6267
7075275 Grant Schumaker 921 Spyglass Circle Dakota Dunes, SD 57049
7078572 Gregory M. Savoy, MD, PMC 1508 Cajun Dr Ste C Mamou, LA 70554

7078215 Guillot's Plumbing Service PO Box 449 Marksville, LA 71351
 7078932 Gulf Coast Office Products 5801 River Oaks Road South New Orleans, LA 70123
 7078217 Guy Brown Management, LLC PO Box 306156 Nashville, TN 37230-6156
 7078218 H&W Equipment 2551 Hospital Road New Roads, LA 70760
 7078576 HCA Patient Account Services 8101 W. Sam Houston Pky S. Ste 100 Houston, TX 77072
 7078934 HCPPro PO Box 5094 Brentwood, TN 37024
 7078228 HR Specialist PO Box 9070 Mc Lean, VA 22102-0070
 7075276 Harmony Equity Fund I Attn: Dan Newell 201 S. Phillips Avenue, Suite 100 Sioux Falls, SD 57104
 7075277 Harmony Equity Fund II Attn: Dan Newell 201 S. Phillips Avenue, Suite 100 Sioux Falls, SD 57104
 7075278 Harmony Healthcare 2909 W. Bay to Bay Boulevard, Suite 500 Tampa, FL 33629
 7078219 Harvest Foods 241 Tunica Village Marksville, LA 71351
 7078220 Hathorn Record Management Systems PO Box 792 Alexandria, LA 71309
 7078221 Hawkeye Medical, LLC 4239 Hwy 1192, Suite 100 Marksville, LA 71351
 7078933 Hawkeye Medical, LLC 597 Tunica Drive W Marksville, LA 71351
 7078575 Haylard Health, Inc. PO Box 732583 Dallas, TX 75373-2583
 7078222 Hazsoft, LLC 1311 W. Illinois Avenue Midland, TX 79701
 7078935 Healogics Wound Care & Hyperbarics Services, Inc. 3087 Momentum Place Chicago, IL 60689
 7078223 Health Care Logistics PO Box 400 Circleville, OH 43113-0400
 7075279 HealthStream 209 10th Avenue South, Suite 450 Nashville, TN 37203
 7078936 Healthcare Resources, LLC PO Box 80622 Lafayette, LA 70598-0622
 7075280 Hector Lopez 2210 7th Street, Suite B Mandeville, LA 70471
 7078937 Helmer Scientific, Inc. 14400 Bergen Boulevard Noblesville, IN 46060
 7075281 Henry C. Perret, Jr. Jared O. Brinlee Perret Doise, LLC PO Box 53789 Lafayette, LA 70505
 7078224 Heritage Company PO Box 890287 Charlotte, NC 28289-0287
 7078938 Hill Manufacturing Co., Inc. Attn: Lin 1500 Jonesboro Road SE Atlanta, GA 30315
 7078939 Hill-Rom Co. PO Box 643592 Pittsburgh, PA 15264-3592
 7078940 Hobart Sales & Service Corporation PO Box 2517 Carol Stream, IL 60132-2517
 7078225 Hobbs Medical, Inc. 8 Spring Street Stafford Springs, CT 06076
 7078226 Hologic, Inc. 24506 Network Place Chicago, IL 60673-1245
 7078578 Hologic, Inc. 24506 Network Place Chicago, IL 60673-1245
 7078579 Home Depot Credit Services Dept. 32-2505415962 PO Box 183176 Columbus, OH 43218-3176
 7078580 Hope Cole PO Drawer 1299 Oakdale, LA 71463
 7078581 Hospira Worldwide, Inc. 75 Remittance Dr Ste 6136 Chicago, IL 60675-6136
 7078229 Hubert Company, Inc. 25401 Network Place Chicago, IL 60673-1254
 7078941 Hughes Network Systems PO Box 96874 Chicago, IL 60693
 7078230 Humana PO Box 932698 Atlanta, GA 31193
 7078231 Humana Healthcare Plans PO Box 931655 Atlanta, GA 31193
 7075282 Hunt Telecommunications, LLC 106 Metairie Lawn Drive, Suite 200 Metairie, LA 70001
 7078583 IDC Servco Attn: Accounts Receivable PO Box 1925 Culver City, CA 90232-1925
 7078232 IMA PO Box 71120 Bossier City, LA 71171
 7075285 IPFS Corporation 1055 Broadway Boulevard, 11th Floor Kansas City, MO 64105
 7078240 IT&S PO Box 702 Marksville, LA 71351
 7078946 ITW Food Equipment Group, Ltd. 701 S. Ridge Avenue Troy, OH 45374
 7075283 Iberia Emergency Group, LLC PO Box 82368 Lafayette, LA 70598-2368
 7106880 Iberia Emergency Group, LLC c/o Joseph Hebert POB 52008 Lafayette, LA 70505-2008
 7078582 Iberia Fire & Safety, Inc. PO Box 655 Loreauville, LA 70552-0655
 7100421 Iberia Gastroenterology Associates, Inc. 2309 East Main Street, Suite 101 New Iberia, LA 70560
 7106879 Iberia Physician Services, LLC c/o Joseph Hebert POB 52008 Lafayette, LA 70505-2008
 7075284 Iberia Physicians Services, LLC PO Box 82368 Lafayette, LA 70598-2368
 7078584 Immucor, Inc. PO Box 102118 Atlanta, GA 30368-2118
 7078585 Incisive Surgical, Inc. 14405 21st Avenue N Ste 130 Minneapolis, MN 55447
 7078586 Infinity PO Box 648 Marksville, LA 71351
 7078942 Infoware PO Box 2145 Madison, MS 39130
 7078587 Infra-Red PM Co. PO Box 1031 Bridge City, TX 77611
 7078233 Ingram & Associates PO Box 290303 Nashville, TN 37229
 7078588 Inpriva, Inc. 2625 Redwing Road Suite 330 Fort Collins, CO 80526
 7078589 Instrument Specialists, Inc. 32390 IH-10 West Boerne, TX 78006-9214
 7078943 Integra Lifesciences PO Box 404129 Atlanta, GA 30384
 7078590 Integrated Medical Systems, Inc. PO Box 2725 Columbus, GA 31902-2725
 7078591 Integrated Repair & Information Services, LLC 731 Stow Street Horicon, WI 53032
 7078944 InterMetro Industries Corp. 651 N. Washington Street Wilkes Barre, PA 18705
 7078592 Interface Security System, LLC 211 North Bolton Avenue Alexandria, LA 71303
 7078234 Interface Security Systems 8339 Solutions Center Chicago, IL 60677-8003
 7078593 Interlight 7939 New Jersey Avenue Hammond, IN 46323
 7078235 Intermetro Industries Corp 75 Remittance Drive Dept. 3044 Chicago, IL 60675-3044
 7078594 Intermetro Industries Corp. PO Box 93730 Chicago, IL 60673-3730
 7078945 Internal Revenue Service PO Box 7346 Philadelphia, PA 19101-7346
 7078237 Interstate All Battery Center 2107 Bowie Drive Alexandria, LA 71301
 7078238 Iron Mountaon PO Box 915004 Dallas, TX 75391-5004
 7078239 Isaiah Moore 3244 Main Street, Apt. 4 Hessmer, LA 71341
 7118626 Ishred PO Box 4058 Covington, LA 70434
 7118644 Ishred PO Box 4058 Covington, LA 70434
 7078241 J&J Exterminating 526 Macarthur Drive Alexandria, LA 71303

7078947 J&J Exterminating PO Box 7363 Natchitoches, LA 71457
7078597 J&J Exterminating of Deridder 514 N. Pine Street Deridder, LA 70634
7078598 JA Sexauer, Inc. PO Box 404284 Atlanta, GA 30384-4284
7075288 JKL Enterprises Attn: Joel C. Longtin PO Box 190 Harlan, IA 51537-0190
7075286 Jack Traver, Jr. c/o Scott J. Spivey Landry & Spivey 3232 Edenborn Avenue, Suite C Metairie, LA 70002
7078948 Jackson Parish Ambulance Services 115 Watts Street Jonesboro, LA 71251
7075287 James Case 747 W. Sawgrass Trail Dakota Dunes, SD 57049
7078242 Jefferson Sprinkler, Inc. PO Box 129 Gretna, LA 70054
7089019 Jefferson Sprinkler, Inc. c/o Thomas J. Cortazzo, Esq. Baldwin Haspel Burke & Mayer, LLC 1100 Poydras Street, Suite 3600 New Orleans, LA 70163
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7078950 Johnson & Johnson Healthcare PO Box 406663 Atlanta, GA 30384-6663
7078600 Johnson & Roundtree Premium, Inc. PO Box 2625 Del Mar, CA 92014-2625
7078951 Johnson Controls, Inc. PO Box 730068 Dallas, TX 75373
7078245 Joint Commission PO Box 92775 Chicago, IL 60675-2775
7075289 Jordan T. Precht Davidson, Meaux, Sonnier, McElligott, Fontenot, Gideon & Edwards, LLP 810 S. Buchanan Street Lafayette, LA 70501
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7078601 Joseph E. Fick, Jr. Newman, Mathis, Brady & Spedale, APLC 433 Metairie Road, Suite 600 Metairie, LA 70005
7078248 Joseph Wallpaper & Paint PO Box 248 Alexandria, LA 71301
7078249 Josie Green 2531 Hwy 1176 Bunkie, LA 71322
7078267 KCI USA PO Box 203086 Houston, TX 77216-3086
7078603 KCI USA PO Box 301557 Dallas, TX 75303-1557
7078954 KVCL-FM 304 KVCL Road Winnfield, LA 71483
7078250 Kandis L. Kovalsky Walter Weir, Jr. Weir & Partners, LLP 1339 Chestnut Street, Suite 500 Philadelphia, PA 19107-3501
7078602 Karl Storz Endoscopy-America Karl Storz Capital PO Box 41602 Philadelphia, PA 19101-1602
7078268 Keith Savoy Concrete Contractor 1860 German Bayou Road Hessmer, LA 71341
7078269 Kem Medical Products Co. 400 Broadhollow Road, Suite 2 Farmingdale, NY 11735
7075290 Kenneth W. DeJean 417 W. University Avenue Lafayette, LA 70506
7118627 Kentwood PO Box 660579 Dallas, TX 75266-0579
7118645 Kentwood PO Box 660579 Dallas, TX 75266-0579
7078952 Kermit Simmons PO Box 525 Winnfield, LA 71483
7078604 Killgore's, Inc. Attn: KLS Physics Group 124 Killgore Road Ruston, LA 71270
7078605 Kinder Paint Company 26 Macarthur Drive Alexandria, LA 71306
7078270 King Cheese Cake Company 150 Lockhaven Drive Houston, TX 77073
7075291 King, Reinsch, Prosser & Co., LLP 522 Fourth Street, Suite 200 Sioux City, IA 51101-1620
7103820 Koley Jessen P.C., L.L.O. c/o Brian J. Koenig 1125 South 103rd Street Suite 800 Omaha, NE 68124
7075294 Koley Jessen PC, LLC One Pacific Place, Suite 800 1125 South 103rd Street Omaha, NE 68124
7078953 Konica Minolta Medical Imaging USA, Inc. 411 Newark Pompton Turnpike Wayne, NJ 07470
7078606 Koven Technology, Inc. 12125 Woodcrest Executive Dr Se 320 Saint Louis, MO 63141
7078271 Cricket Internet Services PO Box 311 Marksville, LA 71351
7075295 L&D Investments Attn: David D. Schmit 522 4th Street, Suite 200 Sioux City, IA 51101
7078272 LA Credentials, LLC PO Box 92200 Albuquerque, NM 87199-2200
7078273 LA Dept of Environmental Quality Financial Services Division PO Box 4311 Baton Rouge, LA 70821-4311
7078274 LA Dept of Revenue Sales Tax Division PO Box 3138 Baton Rouge, LA 70821-3138
7078956 LA Dept. of Environmental Quality DEQ Financial Services Attn: Accounts Receivable PO Box 4311 Baton Rouge, LA 70821-4311
7078957 LA Dept. of Revenue & Taxation Sales Tax Division PO Box 3138 Baton Rouge, LA 70821
7078275 LA Hospital Association 9521 Brookline Avenue Baton Rouge, LA 70809-1431
7078609 LA Workers' Compensation Corp. 2237 S. Acadian Thruway, #800 Baton Rouge, LA 70808
7075296 LAMMICO Attn: Marie Margot One Galleria Boulevard, Suite 700 Metairie, LA 70001
7075298 LHA Malpractice & General Liability Trust PO Box 40318 Baton Rouge, LA 70835-0318
7078618 LHA Management Corporation 9521 Brookline Avenue Baton Rouge, LA 70809
7075299 LHA Workers' Compensation PO Box 40318 Baton Rouge, LA 70835-0318
7078287 LSL Industries, Inc. PO Box 352 Northbrook, IL 60065-0352
7078288 LSMSS Cindy Robinson, RHIT, CPCS Treasurer, LMSS 518 Oak Street Monroe, LA 71201
7078958 La Jagu Inn & Suites c/o Rodeway Inn & Suites Winnfield 5930 Hwy 167 N Winnfield, LA 71483
7078959 Laboratory Corp. of America PO Box 12140 Burlington, NC 27216-2140
7078276 Lafayette General Medical Center Accounting--M. Martin PO Box 52009 Lafayette, LA 70505
7078610 Lake City Printing 1723 West Sale Road Lake Charles, LA 70605
7078277 Lamiflow Technologies, LLC 6844 Cherry Laurel Drive Middletown, OH 45044
7078278 Landauer, Inc. PO Box 809051 Chicago, IL 60680-9051
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7118646 Langlinais, Broussard & Kohlenberg, CPAs PO Box 1123 Abbeville, LA 70511-1123
7078279 Langlinais, Broussard & Kohl PO Box 1123 Abbeville, LA 70511-1123

7078614 Langston Electric, LLC 153 Langston Road Woodworth, LA 71485-9741
7078962 Language Line Services PO Box 202564 Dallas, TX 75320
7078616 Lantheus Medical Imaging, Inc. PO Box 101236 Atlanta, GA 30392-1236
7078280 Lavergne's Telemessaging PO Box 321 Alexandria, LA 71309-0321
7078963 Law Publications 15000 E. Beltwood Pkwy Addison, TX 75001
7075297 Leasing Associates of Barrington 33 West Higgins Road, Suite 1030 Barrington, IL 60010
7078617 Lemaitre Vascular, Inc. PO Box 978979 Dallas, TX 75397-8979
7078619 Lifecell Corporation One Millenium Way Branchburg, NJ 08876
7078281 Lifecell Corporation PO Box 301582 Dallas, TX 75303-1582
7078620 Lifenet Health 1864 Concert Drive Virginia Beach, VA 23453
7078621 Lifeshare Blood Center PO Box 65270 Shreveport, LA 71136-5270
7093493 Lifeshare Blood Centers Norbert Crafts Shreveport LA 71106
7075300 Lincoln Life/Time Financial Services 21550 Oxnard Street, Suite 500 Woodland Hills, CA 91367
7078283 Linda Dauzat 3077 Hwy 1 Marksville, LA 71351
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Montgomery Street, Suite 1000 Jersey City, NJ 07302
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7078622 Lloyd Outdoor Advertising PO Box 5777 Alexandria, LA 71307
7078284 Local Emergency Planning 312 North Main Street Marksville, LA 71351
7087248 Long's Products LLC 2630 Broadway Ave Alexandria LA 71302
7078623 Longs Preferred Product PO Box 5859 Alexandria, LA 71307
7078966 Lori Parker 301 W. Boundary Winnfield, LA 71483
7078967 Lott Oil Company, Inc. PO Box 17 Natchitoches, LA 71458-0017
7075228 Louisiana Department of Revenue PO Box 66658 Baton Rouge, LA 70896
7077564 Louisiana Dept. of Health and Hospitals Attn: Ms. Kimberly L. Humbles, Atty at L LDHH Health
Standards Section POB 3767 Baton Rouge, LA 70821
7078625 Louisiana Dept. of Revenue & Taxation Sales Tax Division PO Box 1231 Baton Rouge, LA
70821-1231
7078969 Louisiana Health Care Quality 8550 United Plaza Blvd Ste 500 Baton Rouge, LA 70809
7078970 Louisiana Hospital Association 4646 Sherwood Common Boulevard Baton Rouge, LA 70816
7078627 Louisiana Hospital Association 9521 Brookline Avenue Baton Rouge, LA 70809-1431
7078628 Louisiana Regional PHO PO Box 30159 211 4th Street Alexandria, LA 71301
7078629 Luke Deshotels Construction 1302 Lahaye Road Mamou, LA 70554
7078289 Lydia Villemarete 400 N. Gayle Boulevard Bunkie, LA 71322
7078640 MBA Medical 1509 Kuebel Street New Orleans, LA 70123
7078662 MXR 3615 Willowbend Ste 400 Houston, TX 77054
7078971 Maine Standards Company, LLC 221 US Route 1 Cumberland Foreside, ME 04110
7078638 Majestic Medical Solutions, LLC 207 W. East Bank Street Gonzales, LA 70737
7078972 Majestic Medical Solutions, LLC 207 W. Eastbank Street Gonzales, LA 70737
7078290 Marcel T's Upholstery 857 Highway 1191 Marksville, LA 71351
7078291 Mark Gremillion PO Box 70 Plaquemine, LA 71362
7075302 Mark P. Seyler Barkley & Thompson, LC 1515 Poydras Street, Suite 2350 New Orleans, LA
70112
7078293 Marketlab, Inc. 3027 Momentum Place Chicago, IL 60689-5330
7078639 Marketlab, Inc. 3027 Momentum Place Chicago, IL 60689-5330
7078294 Marksville Water System 208 Spring Bayou Road Marksville, LA 71351
7078295 Marksville Weekly News PO Box 36 Marksville, LA 71351
7075303 Matt Johnson 618 E. Sawgrass Trail Dakota Dunes, SD 57049
7078973 McKesson Health Solutions 22423 Network Place Chicago, IL 60673
7078974 McKesson Medical Surgical PO Box 660266 Dallas, TX 75266-0266
7078642 Mechanical Cooling Services, LLC 138 Pinewood Road Benton, LA 71006
7078643 Mectra Labs, Inc. PO Box 350 Bloomfield, IN 47424
7078298 Med Express Ambulance PO Box 527 Melville, LA 71353
7078644 Med-Pat, Inc. 31 Riordan Place Shrewsbury, NJ 07702
7078645 Medcomp (PA) 1499 Delp Drive Harleysville, PA 19438
7078646 Media 3 PO Box 620 Milan, TN 38358-0620
7078975 Medibag Co., Inc. 3779 Dayton-Xenia Road Dayton, OH 45432
7078300 Medical Arts Press, Inc. PO Box 37647 Philadelphia, PA 19101-0647
7078647 Medical Imaging Distribution PO Box 5725 Attn: Janie Vercher Alexandria, LA 71307
7078648 Medical Logistics, LLC 301 N. Irving Avenue Kaplan, LA 70548
7078649 Medical Resources 8377 C Green Meadows Drive North Lewis Center, OH 43035
7078976 Medical Specialties, Inc. 676 Time Saver Avenue New Orleans, LA 70123
7078977 Medline Industries Dept. 1080 PO Box 121080 Dallas, TX 75312-1080
7078302 Medtronic USA PO Box 848086 Dallas, TX 75284-8086
7078652 Medtronic USA/XOMED 6743 Southpoint Drive North Jacksonville, FL 32216
7078978 Meridian Rehabilitation PO Box 12995 Tallahassee, FL 32317
7078303 Merit Medical Systems, Inc. PO Box 204842 Dallas, TX 75320-4842
7078304 Merry X-Ray, Inc. 444 Viewridge Avenue, Suite A San Diego, CA 92123
7075304 Met Life SBC PO Box 804466 Kansas City, MO 64180-4466
7078305 Michael Butts 1189 Bodcau Station Road Houghton, LA 71037
7075305 Michael Genoff 55 Ideal Drive Sandpoint, ID 83864
7075306 Michael P. Corry, Sr. Patrick J. Briney Briney, Foret, Corry, LLP PO Drawer
51367 Lafayette, LA 70505-1367
7078656 Micro Direct, Inc. 803 Webster Street Lewiston, ME 04240
7078980 Microsurgical Technology PO Box 2679 Acct# 4487 Redmond, WA 98073
7078981 Mid-American Research Chemical PO Box 927 Columbus, NE 68602-0927

7078307 Mid-South Equipment Sales & Service, LLC PO Box 158 Metairie, LA 70004-0158
7119343 Mike Hurlburt 864 E Sawgrass Trail Dakota Dunes SD 57049
7075308 Mike Hurlburt 864 E. Sawgrass Trail Dakota Dunes, SD 57049
7078308 Millard Sanders 180 Sunny Avenue Marksville, LA 71351
7078657 Millennium Comupters & Security of Acadiana 1821 West Laurel Avenue Eunice, LA 70535
7078309 Millipore Corp 2736 Paysphere Circle Chicago, IL 60674
7078658 Mindray DS USA, Inc. 24312 Network Place Chicago, IL 60673-1243
7078310 Mobile Imaging Services, LLC PO Box 465 Marksville, LA 71351
7092106 Mobile Imaging Services, LLC Wheelis & Rozanski P.O. Box 13199 Alexandria, LA 71315
7078311 Mobile Instrument Service 333 Water Avenue Bellefontaine, OH 43311
7078312 Morbidity Mortality Weekly Report PO Box 9120 Waltham, MA 02254-9210
7078659 Mortara Instrument, Inc. 7865 N. 86th Street Milwaukee, WI 53224
7078660 Moss Tubes, Inc. PO Box 378 West Sand Lake, NY 12196
7078661 Music Mountain Water Co. 305 Stoner Avenue Shreveport, LA 71101
7078989 NAPA Auto Parts of Winnfield PO Drawer 829 Winnfield, LA 71483
7078993 NCO Financial Systems Attn: Dallas 24886 Network Place Chicago, IL 60673-1248
7078316 NCO Financial Systems Attn: Dallas Office PO Box 931053 Cleveland, OH 44193
7078317 NES Louisiana, Inc. PO Box 277001 Atlanta, GA 30384-7001
7085298 NES Louisiana, Inc. c/o Mark P. Seyler Barkley & Thompson, L.C. 1515 Poydras Street, Suite 2230 New Orleans, LA 70112
7078990 Natchitoches Times Newspapers PO Box 448 Natchitoches, LA 71458
7078313 National Assoc. of CPSI Clients Reese Baker/CPSI National User Group c/o Crittenden Health Systems 520 West Gum Street Marion, KY 42064
7078314 National EMS Academy Attn: Nems Accts Receivable 2916 N. University, Building B Lafayette, LA 70501
7078991 National Recall Alert Center PO Box 609 Marlton, NJ 08053
7078992 Natus Medical, Inc. PO Box 39000 San Francisco, CA 94139
7078664 Natus Neurology, Inc. 88059 Expedite Way Chicago, IL 60695-0001
7078665 Netgain 720 St. Germain Street, #200 Saint Cloud, MN 56301
7078666 Novitas JH Provider Enrollment PO Box 44137 Jacksonville, FL 32231
7078670 OEC Medical Systems, Inc. 2984 Collections Center Drive Chicago, IL 60693
7079001 ORKIN 920 South Drive Natchitoches, LA 71457
7078667 Oak Farms Dairy PO Box 973866 Dallas, TX 75397-3866
7078668 Oakdale Chamber of Commerce PO Box 1138 Oakdale, LA 71463
7078669 Oakdale Internal Medicine, LLC 107 Hospital Drive Oakdale, LA 71463
7118629 Ober, Kale, Grimes & Shiver 100 Light Street Baltimore, MD 21202
7118647 Ober, Kale, Grimes & Shiver 100 Light Street Baltimore, MD 21202
7078319 Oculus Innovative Sciences 1129 N. McDowell Boulevard Petaluma, CA 94954
7078320 Office Depot PO BOx 633211 Cincinnati, OH 45263-3211
7078994 Office Depot PO Box 88040 Chicago, IL 60680-1040
7118630 Office Market 68486 Hwy 59 Mandeville, LA 70471
7118648 Office Market 68486 Hwy 59 Mandeville, LA 70471
7078671 Office of Behavioral Health PO Box 4049 Baton Rouge, LA 70821-4049
7078672 Office of District Counsel Internal Revenue Service POB 30509 New Orleans LA 70190
7078321 Office of Motor Benefits PO Box 44036 Baton Rouge, LA 70804
7078673 Office of Motor Vehicles PO Box 64886 Baton Rouge, LA 70896-4886
7078995 Office of State Fire Marshal Boiler Inspection Section 8181 Independence Boulevard Baton Rouge, LA 70806
7078674 Office of The United States Trustee 300 Fannin St Ste 3196 Shreveport, LA 71101
7075230 Office of the US Attorney 800 Lafayette Street Suite 2200 Lafayette, LA 70501-6832
7078676 Ohio Medical, LLC 1111 Lakeside Drive Gurnee, IL 60031-4099
7078324 Olympus America, Inc. Dept. 0600 PO Box 120600 Dallas, TX 75312-0600
7078999 Olympus Financial Services PO Box 200183 Pittsburgh, PA 15251-0183
7078325 Omega Diagnostics, LLC 2915 Missouri Avenue Shreveport, LA 71109
7085146 OneDOC Managed Print Services LLC 6505 N.W. 114th Street Oklahoma City, OK 73162-2928
7078326 OneDoc Managed Print Services, LLC 6505 N.W. 114th Street Oklahoma City, OK 73162
7078679 Opti Medical PO Box 932005 Atlanta, GA 31193-2005
7078681 Organogenesis, Inc. 150 Dan Road Canton, MA 02021
7078329 Orkin Exterminating, Inc. 1106 Texas Avenue Alexandria, LA 71301
7078682 Orkin Pest Control 6324 Leslie Lane Lake Charles, LA 70615-4770
7078683 P.A.M. Floorcovering, LLC PO Box 298 Ball, LA 71405
7079002 P.K. Smith Motors PO Drawer 671 Winnfield, LA 71483
7079009 PMIC 4727 Wilshire Boulevard #300 Los Angeles, CA 90010
7079012 PV Business Solutions 3600 S. State Road 7, Suite 204 Miramar, FL 33023
7078330 Pacific Medical, LLC 32981 Calle Perfect San Juan Capistrano, CA 92675
7078331 Par Pharmaceuticals, Inc. PO Box 731531 Dallas, TX 75373-1531
7075311 Parallon Business Solutions, LLC Attn: Leslie Newman, Managing Counsel 6640 Carothers Parkway, Suite 500 Franklin, TN 37067
7120393 Parallon Business Solutions, LLC c/o NeunerPate 1001 W. Pinhook Rd., Suite 200 Lafayette, LA 70503
7115832 Parallon Business Solutions, LLC c/o NeunerPate, Victoria V. Theriot 1001 W. Pinhook Rd., Suite 200 Lafayette, LA 70503
7078332 Passport Health Communications PO Box 635527 Cincinnati, OH 45263-5527
7079003 Patient Telephone Supply PO Box 84372 Baton Rouge, LA 70884
7079004 Patterson Medical PO Box 93040 Chicago, IL 60673-3040
7075312 Paula Formosa 55 Ideal Drive Sandpoint, ID 83864
7078333 Peerless Cleaners 116 W. Cappel Street Marksville, LA 71351
7078334 Penny Williams PO Box 401 Hessmer, LA 71341

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7078336 Pfizer, Inc. PO Box 100539 Atlanta, GA 30384-0539
7078687 Pharmacist's Letter PO Box 8190 Stockton, CA 95208
7085448 Pharmacy Service of Winnfield INC Bradley L. Drell, Attorney at Law GOLD, WEEMS, BRUSER,
SUES & RUNDELL P. O. Box 6118 Alexandria, LA 71307-6118
7085395 Pharmacy Services of Winnfield, Incorporated P.O. Box 1437 Winnfield, LA 71483
7078337 Phia Group 163 Bay State Drive Braintree, MA 02184
7078338 Philips Healthcare PO Box 100355 Atlanta, GA 30384-0355
7078339 Philips Medical Capital PO Box 92449 Cleveland, OH 44193-0003
7079006 Physician Sales & Service PO Box 741378 Atlanta, GA 30374-1378
7078689 Physician Sales & Service, Inc. 4345 Southpoint Boulevard Jacksonville, FL 32218
7078690 Physio-Control, Inc. 12100 Collections Center Drive Chicago, IL 60693
7078691 Pioneer Biomedical, Inc. 5004 W. 112th Terrace Leawood, KS 66211
7079007 Pioneer Biomedical, Inc. 5004 W. 112th Terrace Shawnee Mission, KS 66211-1777
7079008 Pitney Bowes Global Financial Services, LLC PO Box 371887 Pittsburgh, PA 15250-7887
7118649 Pitney Bowes PO Box 371874 Pittsburgh, PA 15250-7874
7078342 Pitney Bowes Purchase Power PO Box 371874 Pittsburgh, PA 15250-7896
7078694 Plan B, Inc. 1802 Shipman Drive San Antonio, TX 78219
7078695 Playnetwork, Inc. PO Box 204515 Dallas, TX 75320-4515
7078343 Pneumatron Medical PO Box 1529 Abita Springs, LA 70420
7078344 Positive Promotions, Inc. 15 Gilpin Avenue Hauppauge, NY 11788-4723
7078696 Positive Promotions, Inc. PO Box 11537 Newark, NJ 07101-4537
7078697 Practice Alert PO Box 92015 Norcross, GA 30010
7078345 Precheck, Inc. PO Box 840031 Dallas, TX 75284-0031
7078698 Precision Automatic Door 312 Cecelia Drive Oil City, LA 71061
7078346 Precision Dynamics Corp PO Box 71549 Chicago, IL 60694-1995
7078347 Prentiss Stromain 302 Andrus Street Marksville, LA 71351
7075313 Prestige Leasing & Management 564 N. Eastern Boulevard Montgomery, AL 36117
7078700 Professional Anesthesia Network PO Box 1105 Attn: Keith Zimmerman Oakdale, LA 71463
7078348 Professional Archive Solutions PO Box 1966 Gonzales, LA 70737
7075314 Progressive Acute Care Avoyelles, LLC 2210 7th Street, Suite B Mandeville, LA 70471
7075315 Progressive Acute Care Dauterive, LLC 2210 7th Street, Suite B Mandeville, LA 70471
7075316 Progressive Acute Care Oakdale, LLC 2210 7th Street, Suite B Mandeville, LA 70471
7075317 Progressive Acute Care Winn, LLC 2210 7th Street, Suite B Mandeville, LA 70471
7079011 Progressive Acute Care, LLC 2210 7th Street, Suite B Mandeville, LA 70471
7078350 Progressive Waste Solutions 1515 England Drive Alexandria, LA 71301
7078703 Progressive Waste Solutions LA 1515 England Drive Alexandria, LA 71301-4109
7075318 Provident Life & Accident Insurance Company 1 Fountain Square, Suite 1 Chattanooga, TN
37402-1303
7079013 Quality Automatic Door Service Inc. PO Box 1539 Van, TX 75790
7078704 Quill Corporation 100 Schelter Road Lincolnshire, IL 60069
7078351 Quill Corporation PO Box 37600 Philadelphia, PA 19101-0600
7078705 R&D Batteries, Inc. PO Box 5007 3300 Corporate Center Drive Burnsville, MN 55337
7078352 R&D Systems, Inc. Accounts Receivable 614 McKinley Place NE Minneapolis, MN
55413-2647
7078706 R&R Enterprises, Inc. PO Box 6 Brandon, MS 39043
7078707 R.A.S.L. dba Access Radiology PO Box 60962 New Orleans, LA 70160-0920
7078357 RD Plastics Co, Inc. PO Box 111300 Nashville, TN 37222-1300
7083349 RICHARD J. REYNOLDS Counsel for Global Physicians Network, L 504 Texas Street, Suite
200 Shreveport, LA 71101
7078714 RR Donnelley 111 S. Wacker Drive Chicago, IL 60606
7078368 RR Donnelley PO Box 932721 Cleveland, OH 44193
7078353 Rabalais Floor Covering PO Box 274 Cottonport, LA 71327
7075319 Ralph F. Reeder Irrevocable Trust 675 Arrowhead Court Dakota Dunes, SD 57049
7075320 Ralph Reeder, Inc. 675 Arrowhead Court Dakota Dunes, SD 57049
7078356 Rapides Regional Medical Center Attn: Cashiering Manager 8101 W. Sam Houston Parkway S, Suite
100 Houston, TX 77072
7078355 Rapides Regional Medical Center PO Box 30101 211 Fourth Street Alexandria, LA 71301
7078354 Rapides Regional Medical Center c/o Tina Dautat 1248 Hwy 107 Center Point, LA 71323
7075321 Raymond Sherman Trust 4444 Perry Way Sioux City, IA 51104
7078708 Regional Medical Rental & Sales 3003 North Macarthur Drive Alexandria, LA 71301
7078358 Reina Imaging 6107 W. Lou Street Crystal Lake, IL 60014
7078709 Reliable Office Supplies PO Box 105529 Atlanta, GA 30348-5529
7118638 Reliopath, LLC 1100 Andre Street, Suite 100 New Iberia, LA 70563
7078359 Remote Cardiac Services PO Box 3870 Boston, MA 02241
7078360 Republic Group PO Box 660270 Dallas, TX 75266-0270
7078710 Republic Services, Inc. PO Box 9001099 Louisville, KY 40290-1099
7078361 Resource Corporation of America 1120 Marina Bay Drive Clear Lake Shores, TX 77565
7079014 Rhein Medical, Inc. 5460 Beaumont Ctr Blvd Ste 500 Tampa, FL 33634
7102969 Richard (Dick)Hylland 3500 S. Phillips Avenue Sioux Falls SD 57105
7079015 Richard A. Rozanski Wheelis & Rozanski, APLC PO Box 13199 Alexandria, LA
71315-3199
7079016 Ricky Hendrix, MD 603 West Court Street Winnfield, LA 71483
7078362 Rita Quebedeaux 424 Airport Road Mansura, LA 71350
7078363 Riverside Anesthesia 241 Aimee Drive Ferriday, LA 71334
7078364 Robert Fontenot 199 Mayeaux Road Marksville, LA 71351
7078365 Robert L. Lunsford, Architect 6161 Perkins Road, Suite 1-D Baton Rouge, LA 70808

7078366 Roche Diagnostics Corp Mail Code 5021 PO Box 660367 Dallas, TX 75266-0367
7088085 Ronald J. Savoie Jackson & Jackson, PLLC 111 Founders Drive, Suite 400 Baton Rouge, La. 70810

7078713 Ronald Rollins PO Box 94 Glenmora, LA 71433
7078367 Royce Rolls Ringer Company PO Box 1831 Grand Rapids, MI 49501
7078715 Ruhof Corp. 393 Sagamore Avenue Mineola, NY 11501-1191
7075322 Ryan Meis 466 Firethorn Trail Dakota Dunes, SD 57049
7078736 SALT Solutions 1400 Metcalf Avenue Overland Park, KS 66223
7078371 SAMS Club PO Box 530981 Atlanta, GA 30353-0981
7100840 SPOK Inc. 6850 Versar Cntr Ste 420 Springfield VA 22151
7078756 SPOK, Inc. PO Box 660324 Dallas, TX 75266-0324
7078757 SSRM Enterprises, LLC d/b/a Credit Service of SW LA James E Sudduth, III, Sudduth & Assoc. 4216 Lake Street, Suite C Lake Charles, LA 70605

7078369 Safe Sitter 8604 Allisonville Road S Indianapolis, IN 46250-1597
7078735 Sage PO Box 404927 Atlanta, GA 30384
7078370 Salt Solutions 14400 Metcalf Avenue Overland Park, KS 66223
7078737 Sams AC Maintenance Service PO Box 5376 Alexandria, LA 71307
7075323 Sarah Powell 617 Monterey Trail Dakota Dunes, SD 57049
7078738 Sayes Office Supply 7603 Hwy 71 South Alexandria, LA 71302
7079019 Schindler Elevator Corp. PO Box 93050 Chicago, IL 60673
7079020 Scott Falconer, Account Recover Manager Wagner, Falconer & Judd Fifth Street Towers 100 South Fifth St, Ste 800 Minneapolis, MN 55402

7079021 Scott M. Mansfield Taylor, Porter, Brooks & Phillips, LLP PO Box 2471 Baton Rouge, LA 70821

7079022 Secon, Inc. 825 Kaliste Saloom Rd, Ste 100 Brandywine Office Bldg 1 Lafayette, LA 70508
7078374 Secure Horizons PO Box 31353 Salt Lake City, UT 84131-0353
7079023 Secure Patient Delivery LLC 10 Olympic Street Kenner, LA 70065
7078375 Select Biomedical 7275 Bush Lake Road Minneapolis, MN 55439
7078741 Service Lumber Company Attn: Renee 745 Hwy 165 South Oakdale, LA 71463
7078742 Service Office Supply Attn: Candis 723 Hwy 165 S. Oakdale, LA 71463
7078376 Seton Identification Products PO Box 95904 Chicago, IL 60694-5904
7079024 Sharecor, LLC 2450 Severn Ave Ste 210 Metairie, LA 70001
7078744 Shared Imaging, LLC PO Box 88544 Milwaukee, WI 53288-0544
7078377 Sharn Anesthesia, Inc. 3204 Momentum Place Chicago, IL 60689-5332
7119293 Sharon S Whitlow Long Law Firm One United Plaza Ste 500 4041 Essen Ln Baton Rouge LA 70809

7079025 Shelton Properties, LLC PO Box 1437 Winnfield, LA 71483
7085449 Shelton Property West Court Div, LLC Bradley L. Drell, Attorney at Law GOLD, WEEMS, BRUSER, SUES & RUNDELL P. O. Box 6118 Alexandria, LA 71307-6118

7085396 Shelton Property West Court Division, LLC P.O. Box 1437 Winnfield, LA 71483
7075324 Sheridan Healthcare of Louisiana, Inc. 1613 N. Harrison Parkway, Suite 200 Sunrise, FL 33323

7078378 Shred-It USA PO Box 13574 New York, NY 10087-3574
7078745 Siemens Financial Services PO Box 2083 Carol Stream, IL 60132-2083
7078746 Siemens Healthcare (Bayer) PO Box 121102 Dallas, TX 75312-1102
7078379 Siemens Healthcare Diagnostics, Inc. PO Box 121102 Dallas, TX 75312-1102
7078380 Siemens Industry, Inc. c/o Citibank (Bldg Tech) PO Box 2134 Carol Stream, IL 60132-2134
7078747 Siemens Medical Solutions USA PO Box 120001 Dept 0733 Dallas, TX 75312-0733
7078748 Sightpath Medical PO Box 204253 Dallas, TX 75320-4253
7078749 Simplex Grinnell, LP c/o Mellon Financial Dept CH 10320 Palatine, IL 60055-0320
7078381 Simpson Security System PO Box 12418 Alexandria, LA 71315-2418
7078750 Smith & Nephew Endoscopy PO Box 60333 Charlotte, NC 28260-0333
7078382 Smith & Nephew Orthopaedic PO Box 951605 Dallas, TX 75395-1605
7092888 SolarWinds 7171 Southwest Pkwy Bldg 400 Austin TX 78735
7079029 Solarwinds, Inc. 3711 S. MoPac Exwy Bldg 2 Austin, TX 78746
7078751 Sound & Communication Systems PO Box 62246 Lafayette, LA 70596
7079030 Southern Textile Services 3121 Masonic Drive Alexandria, LA 71301-4243
7078383 Southern Textile Services, LLC 3119 Masonic Drive Alexandria, LA 71301
7078753 Spacelabs Healthcare, LLC 5150 220th Avenue SE Issaquah, WA 98027
7079031 Specialty Surgical Instruments PO Box 759159 Attn: SSI Collections Baltimore, MD 21275
7078384 Spectracorp 8131 LBJ Freeway, Suite 360 Dallas, TX 75251
7078755 Spectracorp Technologies Group 8131 LBJ Freeway Ste 360 Dallas, TX 75251
7078385 St. Landry EMS, LLC PO Box 2556 Opelousas, LA 70570
7078386 St. Romain Oil Company, LLC PO Box 98 Mansura, LA 71350
7079033 St. Tammany Parish Sheriff P.O. Box 1120 Covington, LA 70434
7075327 St. Tammany Parish Sheriff's Office 2070 Collins Boulevard Covington, LA 70433
7118621 St. Tammany Parish Tax Collector PO Box 608 Covington, LA 70434-0608
7075328 St. Tammany West Chamber of Commerce 610 Hollycrest Boulevard Covington, LA 70433
7079034 Standard Register Co. PO Box 840655 Dallas, TX 75284
7078387 Stanley Access Tech, LLC PO Box 0371595 Pittsburgh, PA 15251-7595
7078760 Staples Advantage Attn: Monica Steinman 142 Banks Street Lafayette, LA 70506
7079035 Star West Labs, LLC PO Box 428 Elmwood Park, NJ 07407
7078388 State Farm PO Box 463 Marksville, LA 71351
7118632 State of Louisiana PO Box 60081 New Orleans, LA 70160-0081
7079036 Stericycle, Inc. PO Box 6575 Carol Stream, IL 60197-6575
7078762 Steris Corp. PO Box 676548 Dallas, TX 75267-6548
7075330 Steve Meyer 575 Sioux Point Road Dakota Dunes, SD 57049
7075331 Steve Stokesbary 627 Arrowhead Court Dakota Dunes, SD 57049

7078390 Stonetrust Insurance 5615 Corporate Boulevard, Suite 700 Baton Rouge, LA 70808
7078763 Streck Laboratories, Inc. 14306 Industrial Road Omaha, NE 68144
7078391 Streck Laboratories, Inc. PO Box 45625 Omaha, NE 68145-0625
7078392 Stryker Endoscopy c/o Stryker Sales Corporation PO Box 93276 Chicago, IL 60673
7079038 Stryker Finance A Division of Stryker Sales Corporation 1901 Romence Road Parkway Portage, MI 49002
7078393 Stryker Finance A Division of Stryker Sales Corporation 950 Trade Centre Way, Suite 200 Kalamazoo, MI 49002
7078394 Stryker Instruments PO Box 70119 Chicago, IL 60673-0119
7096359 Stryker Instruments c/o Lori Purkey 5050 Cascade Rd SE Ste A Grand Rapids MI 48888
7078395 Stryker Medical Stryker Sales Corporation PO Box 93308 Chicago, IL 60673-3308
7078764 Stryker Orthobiologics PO Box 93213 Chicago, IL 60673-3213
7079040 Stryker Sustainability Solutions 10232 South 51st Street Phoenix, AZ 85044
7078396 Stryker Sustainability Solutions PO Box 29387 Phoenix, AZ 85038-9387
7078765 Stryker Sustainability Solutions PO Box 841171 Dallas, TX 75284-1171
7079041 Stryker/Endoscopy 5900 Optical Court Attn: c/o Stryker Sales San Jose, CA 95138
7078766 Stryker/Endoscopy PO Box 893276 Chicago, IL 60673
7078767 Stryker/Instruments Attn: Jason Pesterfield PO Box 70119 Chicago, IL 60673-0119
7078768 Stryker/Medical PO Box 93308 Chicago, IL 60673
7079042 Sudden Linki 701 W. Court Street Winnfield, LA 71483
7079043 Suddenlink PO Box 660365 Dallas, TX 75266
7075332 Sue Tannehill Mann Onebane Law Firm PO Box 3507 Lafayette, LA 70502-3507
7118633 Sullivan Stolier Knight, LC 909 Poydras Street, Suite 2600 New Orleans, LA 70112
7078397 Summit Medical, Inc. 815 Northwest Parkway, Suite 100 Saint Paul, MN 55121
7078398 Superior Lube, LLC 7285 Hwy 1 Mansura, LA 71350
7078399 Symmetry Surgical PO Box 759159 Baltimore, MD 21275-9159
7078769 Synergy Care 127 West Broad St Ste 850 Lake Charles, LA 70601
7116619 Synergy Care, Inc. 127 W. Broad St., Ste. 850 Lake Charles, LA 70601
7078400 Sysmex America, Inc. 28241 Network Place Chicago, IL 60673-1282
7079046 T-Systems, Inc. Dept. 2537 PO Box 122537 Dallas, TX 75312-2537
7084310 TCF Equipment Finance Thomas Lutkewitte 1515 Poydras St Suite 1400 New Orleans LA 70112
7079047 TEI Medical, Inc. 1000 Winter St Ste 4900 Waltham, MA 02451 (7076000)
7078771 Tacy Medical, Inc. 2386 Shannon Road Fernandina Beach, FL 32034
7078772 Tamarac Medical, Inc. 3959 E. Arapahoe Rd, Ste 100 Centennial, CO 80122
7078401 Tektronix, Inc. 7416 Collection Center Drive Chicago, IL 60693
7078773 Tel Com PO Box 0797 Oakdale, LA 71463
7079048 Teleflex Medical PO Box 601608 Charlotte, NC 28260
7078775 Telehealth Services PO Box 26627 Raleigh, NC 27611
7078402 Telemedx PO Box 130130 Spring, TX 77393-0130
7078403 Tennant Company PO Box 71414 Chicago, IL 60694-1414
7079049 Terminix Processing Center PO Box 742592 Cincinnati, OH 45274
7075334 Terry C. Landry, Jr. 9213 Interline Avenue Baton Rouge, LA 70809
7078777 Terumo Medical Corp. PO Box 841733 Dallas, TX 75284-1733
7082738 Texas Workforce Commission Regulatory Integrity Division - SAU Room 556 101 E. 15th Street Austin, TX 78778-0001
7078778 The Health Enrichment Network PO Box 566 Oakdale, LA 71463
7079050 The Jackson Independent, Inc. PO Box 520 Jonesboro, LA 71251-0520
7079051 The Jena Times PO Box 3050 Jena, LA 71342
7078779 The Joint Commission PO Box 92775 Chicago, IL 60675-2775
7079052 The Laundry Center 429 West Lafayette Winnfield, LA 71483
7078780 The Oakdale Journal 231 E. 6th Avenue Oakdale, LA 71463
7075335 The Physicians Trust LHA Trust Funds 4646 Sherwood Common Boulevard Baton Rouge, LA 70816
7079053 The Piney Woods Journal PO Box 190 Dodson, LA 71422
7096335 The SSI Group c/o Bill Moore 4721 Morrison Dr Mobile AL 36609
7118622 The SSI Group, Inc. Attn: Cheryl Ramsey 4721 Morrison Drive Mobile, AL 36609
7075337 The SSI Group, Inc. PO Box 890987 Charlotte, NC 28289-0987
7106876 The Schumacher Group c/o Liskow & Lewis Attn: Joseph P. Hebert 822 Harding Street Lafayette, LA 70503
7119806 The Schumacher Group of Louisiana, Inc. PO Box 82368 Lafayette, LA 70598-2368
7079055 The Stretcher Pad Co. 580 Liverpool Drive Valley City, OH 44280
7078405 Therapy Center of Avoyelles, LLC PO Box 1170 Marksville, LA 71351
7078782 Thermo Fisher Scientific PO Box 712480 Cincinnati, OH 45271-2480
7078783 Tiger Direct, Inc. 7795 West Flagler St Ste 35 Miami, FL 33144
7075338 Todd & Associates, LLC 530 E. College Street Lake Charles, LA 70605
7075339 Tom Jacobson 320 Dakota Dunes Boulevard, Apt. 115 Dakota Dunes, SD 57049
7075340 Tom Kenny 956 Pebble Beach Drive Dakota Dunes, SD 57049
7078784 Toshiba Medical Credit PO Box 41602 Philadelphia, PA 19101-1602
7078785 Total Energy Solutions 205 Hwy 96 Broussard, LA 70518
7078786 Town of Elizabeth PO Box 457 Elizabeth, LA 70638
7078406 Travelers PO Box 65100 San Antonio, TX 78265
7078407 Trent McMorris, Sr. c/o Oscar Shoенfelt, III Oscar Shoенfelt, III, LLC 2109 Perkins Road Baton Rouge, LA 70808
7078787 Tri-Anim Health Services 25197 Network Place Chicago, IL 60673-1251
7079056 Tri-State Industrial Supply of LA PO Box 201 West Monroe, LA 71294
7078408 Tricare Finance Refunds-PGB PO Box 100279 Columbia, SC 29202

7079057	Tricare PGBA, LLC	Tricare Tefunds	Attn: Tricare South Region	PO Box 100279	Columbia,
	SC 29202-3279				
7079058	Trillium Technology, Inc.	317 S. Division Street, Suite 200	Ann Arbor, MI 48104-2203		
7079059	Trinity Sterile, Inc.	201 Kiley Drive	Salisbury, MD 21801		
7075341	Truven Health Analytics	100 Phoenix Drive	Ann Arbor, MI 48108		
7078788	Tyco Healthcare Group US/SU	1501 N. Plano Road	Dept 120823	Richardson, TX 75081	
7078409	Typenex Medical, LLC	303 East Wacker Drive S	Chicago, IL 60601		
7079060	U. S. Attorney's Office	Western District of Louisiana	300 Fannin St, Ste 3201	Shreveport LA	
	71101				
7077566	U. S. Department of Health and Human Services	Chief Counsel, Office of General Counsel	1200 Main		
	Tower Building, Suite 1330	Dallas TX 75202			
7078410	UCT	PO Box 159019	Columbus, OH 43215		
7075342	UMR	PO Box 690450	San Antonio, TX 78269		
7091120	UMR segment of UnitedHealthcare	185 Asylum Street - 03B	Hartford, CT 06103		
7078792	US Med-Equip, Inc.	PO Box 41321	Houston, TX 77241		
7078793	US Micro-Solutions, Inc.	1075 S. Main Street #104	Greensburg, PA 15601		
7078794	US Yellow	PO Box 4308	Jacksonville, FL 32203		
7079062	USA Mobility Wireless	PO Box 660770	Dallas, TX 75266		
7078411	Ultimate Medical Services, Inc.	6004 Hwy 90 East	Lake Charles, LA 70615		
7078412	Ultimate Safety, Inc.	2122 Gathering Oak	San Antonio, TX 78260		
7078414	United Behavioral Health	PO Box 30755	Salt Lake City, UT 84031		
7078416	United Healthcare	PO Box 740800	Atlanta, GA 30374		
7078415	United Healthcare	PO Box 981502	El Paso, TX 79998		
7078790	United Parcel Service	Lock Box 577	Carol Stream, IL 60132-0577		
7079061	Universal ADCOM	2921 Avenue E East	Arlington, TX 76011		
7078791	Universal Hospital Services	PO Box 86	Minneapolis, MN 55486-0941		
7079063	Valley Services, Inc.	PO Box 742992	Atlanta, GA 30374-2992		
7078795	Vascular Solutions, Inc.	6464 Sycamore Court N.	Maple Grove, MN 55369		
7075343	Venyu	7127 Florida Boulevard	Baton Rouge, LA 70806		
7078796	Veolia Environmental Services	PO Box 73709	Chicago, IL 60673-7709		
7078797	Verathon Medical	20001 North Creek Parkway	Bothell, WA 98011		
7078798	Vital Care Reps, Inc.	18470 Thompson Ct Ste 1B	Tinley Park, IL 60477		
7078799	Vital Signs, Inc.	PO Box 402431	Atlanta, GA 30384-2431		
7079064	Vorizon Labs	PO Box 362	Callicoon Center, NY 12724		
7078417	W.L. Gore & Associates, Inc.	Medical Products Division	PO Box 2400	Flagstaff, AZ	
	86003-2400				
7097295	W.W. Grainger Inc	7300 N elvina Ave	MWX22880175054	Niles IL 60714	
7078803	WL Gore & Associates, Inc.	PO Box 751331	Charlotte, NC 28275		
7079075	WSHS Baseball Booster Club	PO Box 1024	Winnfield, LA 71483		
7079076	WSHS Lady Tiger Softball	Booster Club	200 Hickory Ridge Road	Winnfield, LA 71483	
7075344	Wade Jensen	429 Riviera Circle	Dakota Dunes, SD 57049		
7075345	Waller, Lansden, Dortch & Davis, LLP	511 Union Street, Suite 2700	Nashville, TN 37219-8966		
7078800	Wayne LeBleu & Associates, Inc.	520 Evelyn Drive	Abbeville, LA 70510		
7075347	Wayne Thompson	17 Heron lane	Mandeville, LA 70471		
7075346	Wayne Thompson	603 Tops L Drive	Mandeville, LA 70448		
7078801	Welch Allyn, Inc.	PO Box 73040	Chicago, IL 60673		
7079065	Welders Equipment, Inc.	1201 W. Park Avenue	Eunice, LA 70535		
7078419	Wellcare	PO Box 31584	Tampa, FL 33631		
7079066	Winn Chamber of Commerce	PO Box 565	Winnfield, LA 71483		
7079067	Winn Community Food Pantry	PO Box 302	Winnfield, LA 71483		
7075350	Winn Emergency Group, LLC	PO Box 82368	Lafayette, LA 70598-2368		
7106882	Winn Emergency Group, LLC	c/o Joseph Hebert	POB 52008	Lafayette, LA 70505-2008	
7079069	Winn Fuel Services, Inc.	300 West Court Street	Winnfield, LA 71483		
7079070	Winn Parish Enterprise	PO Box 750	Winnfield, LA 71483		
7079071	Winn Parish Sales and Use Tax Department	PO Box 430	Winnfield, LA 71483		
7079072	Winn Parish School Board	PO Box 430	Winnfield, LA 71483		
7079073	Winn Parish Sheriff's Office	119 W. Main Street #106	Winnfield, LA 71483		
7079074	Winnfield Senior High School	Quarterback Club	PO Box 1028	Winnfield, LA 71483	
7078804	Wolters Kluwer Health	PO Box 1610	Hagerstown, MD 21741-1610		
7078805	Wolters Kluwer Law & Business	Accounts Receivable Department	4829 Innovation Way	Chicago,	
	IL 60682-0048				
7078806	Wright Medical Technology	PO Box 503482	Saint Louis, MO 63150-3482		
7079077	Xerox Corp.	PO Box 650361	Dallas, TX 75265-0361		
7078807	Xerox Corp.	PO Box 80255	Chicago, IL 60680-2555		
7078420	Xerox Corporation Copy Center	PO Box 650361	Dallas, TX 75265-0361		
7110154	Zebra Technologies International LLC	6048 Eagle Way	Chicago, IL 60678-1060		
7078422	Zimmer	PO Box 840166	Dallas, TX 75284-0166		
7079079	Zones, Inc.	PO Box 34740	Seattle, WA 98124-1740		
7078860	bioM rieux, Inc.	100 Rodolphe Street	Durham, NC 27712		
7078191	eClinical Works, LLC	PO Box 847950	Boston, MA 02284-7950		
7118637	eSolutions, Inc.	401 West Frontier Lane,	Suite 101	Olathe, KS 66061-7221	
7118655	eSolutions, Inc.	8215 W 108th Terrace	Overland Park KS 66210		

TOTAL: 942