

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.

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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.

EXHIBIT 1

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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 foregoing 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.

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

**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 813.52 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	<u>.932 Acres</u> - located in S23, T11N, R3W south of Court St. and West of West Boundry St.
Tract 2	<u>.225 Acre</u> - located in S23, T11N, R3W between West Lafayette Street and Tract 3.
Tract 3	<u>1.713 Acre</u> - located in S23, T11N, R3W. Medical Center Campus Parcel South of West Lafayette Street and West of West Boundary Street.
Tract 4	<u>.477 Acre</u> - located in S23, T11N, R3W South of West Lafayette Street and East of West Boundry Street.
Tract 5	<u>4.721 Acre</u> - located in S23, T11N, R3W , Winn Parish, Louisiana.
Tract 6	<u>.240 Acre</u> - located in S23, T11N, R3W between Tract 3 and Tract 5.
Tract 7	<u>.847 Acre</u> - 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	<u>.085 Acre</u> - 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.
<hr/>	
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.
<hr/>	
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.
<hr/>	
Tract C	1.515 Acres located in the NW 1/4 of the NE 1/4 of S11, T3S, R3W Allen Parish, LA.
<hr/>	
Tract 5	.42 Acres located in Sec. 35, T6S, R5W in Allen Parish, LA.
<hr/>	
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 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) 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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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*

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@solicapital.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: COO and Chairman of the Board
	Progressive Acute Care Avoyelles, LLC
	By: _____
	Name: <u>Michael Hurlburt</u>
	Its: Authorized Representative
	Progressive Acute Care Oakdale, LLC
	By: _____
	Name: <u>Michael Hurlburt</u>
	Its: Authorized Representative
	Progressive Acute Care Winn, LLC
	By: _____
	Name: <u>Michael Hurlburt</u>
	Its: Authorized Representative
	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 813.52 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	<u>.932 Acres</u> - located in S23, T11N, R3W south of Court St. and West of West Boundry St.
Tract 2	<u>.225 Acre</u> - located in S23, T11N, R3W between West Lafayette Street and Tract 3.
Tract 3	<u>1.713 Acre</u> - located in S23, T11N, R3W. Medical Center Campus Parcel South of West Lafayette Street and West of West Boundary Street.
Tract 4	<u>.477 Acre</u> - located in S23, T11N, R3W South of West Lafayette Street and East of West Boundry Street.
Tract 5	<u>4.721 Acre</u> - located in S23, T11N, R3W , Winn Parish, Louisiana.
Tract 6	<u>.240 Acre</u> - located in S23, T11N, R3W between Tract 3 and Tract 5.
Tract 7	<u>.847 Acre</u> - 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	<u>.085 Acre</u> - 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 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) 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*

United States Bankruptcy Court
Western District of Louisiana

In re:
Progressive Acute Care, LLC
Debtor

Case No. 16-50740-RRS
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0536-4

User: eprice
Form ID: pdf1

Page 1 of 16
Total Noticed: 909

Date Rcvd: Jul 29, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 31, 2016.

db +Progressive Acute Care, LLC, Post Office Box 5309, Abita Springs, LA 70420-5309
aty Boris I. Mankovestskiy, Sillis Cummins & Gross, PC, One Riverfront Plaza,
Newark, NJ 07102
aty +Cliff A LaCour, 1001 W Pinhook Rd Ste 200, Lafayette, LA 70503-2451
smg +Louisiana Department of Revenue and Taxation, Attn: Bankruptcy Division, P.O. Box 66658,
Baton Rouge, LA 70896-6658
cr Doerle Food Services LLC, 103 Kol Drive, Broussard, La 70518
cr +Global Physicians Network, LLC, 504 Texas Street, Suite 200, Shreveport, LA 71101-3526
sp +Jack M. Stolier, Sullivan Stolier Knight, LC, 909 Poydras Street, Suite 2600,
New Orleans, LA 70112-1033
intp Louisiana Department of Health & Hospitals, c/o Kimberly Humbles, P. O. Box 3836,
Baton Rouge, LA 70821-3836
cr +NES Louisiana, Inc., 39 Main Street, Tiburon, CA 94920-2507
crcm +Official Committee of Unsecured Creditors for Prog, c/o Christopher Lehmann,
7000 Cardinal Place, Dublin, OH 43017-1091
cr +Pharmacy Service of Winnfield, Incorporated, c/o Stephen Shelton, P.O. Box 1437,
Winnfield, LA 71483-1437
cr +Richard Hylland, 3500 S Phillips Ave Ste 110, Sioux Falls, SD 57105-6864
cr +Shelton Property West Court Division, LLC, c/o Stephen Shelton, P.O. Box 1437,
Winnfield, LA 71483-1437
intp +Southern Textile Services, L.L.C., c/o Armistead M. Long,
Gordon Arata McCollam Duplantis & Eagan, 400 E. Kaliste Saloom Rd., Suite 4200,
Lafayette, LA 70508-8522
cr +Southern Textile Services, L.L.C., c/o Armistead M. Long, Esq.,
Gordon Arata McCollam Duplantis & Eagan, 400 East Kaliste Saloom Rd., Suite 4200,
Lafayette, LA 70508-8522
intp +Trent McMorris, Sr., Oscar L. Shoenfelt, III, 2109 Perkins Road,
Baton Rouge, LA 70808-1488
7083973 +1515 Poydras Street, Suite 1400, New Orleans, LA 70112-4500
7075231 +3M Health Information Systems, 575 West Murray Boulevard, Salt Lake City, UT 84123-4611
7078428 3M Healthcare, PO Box 200715, Dallas, TX 75320-0715
7123105 +5 Century Drive, 5 Century, Parsippany, NJ 07054-4607
7078825 +A-1 Elevator, LLC, PO Box 172, Calvin, LA 71410-0172
7078083 AAF International, 24828 Network Place, Chicago, IL 60673-1248
7078828 +ACA Commercial Services, LLC, 3616 Lee Street, Alexandria, LA 71302-3929
7078090 +ACME Refrigeration, 3231 Empire Drive, Alexandria, LA 71301-3514
7078091 +ADS Parish Yellow Pages, 7021 Monroe Hwy, Ball, LA 71405-3235
7078833 AESCULAP, PO Box 536404, Pittsburgh, PA 15253-5906
7075236 AFCO, 5600 N. River Road, Suite 400, Des Plaines, IL 60018-5187
7078093 AGFA Finance Corporation, PO Box 223531, Pittsburgh, PA 15251-2531
7078448 APIC Dues, PO Box 79502, Baltimore, MD 21279-0502
7078107 +ARUP Laboratories, PO Box 27964, Salt Lake City, UT 84127-0964
7078453 +ASD Healthcare, Inc., 3101 Gaylord Parkway, Frisco, TX 75034-8655
7078110 +AT&T, 250 South Clinton Street, 4th Floor, Syracuse, NY 13202-1866
7078112 AT&T Virtual Telecom Network, PO Box 5095, Carol Stream, IL 60197-5095
7078084 Abbott Diagnostics, PO Box 100997, Atlanta, GA 30384-0997
7078826 Abbott Laboratories Diagnostic, PO Box 92679, Chicago, IL 60675-2679
7078085 Abbott Laboratories, Inc., PO Box 100997, Atlanta, GA 30384-0997
7078429 Abbott Laboratories/Diagnostics Division, PO Box 100997, Atlanta, GA 30384-0997
7078430 Abbott Nutrition, 75 Remittance Drive, Suite 1310, Chicago, IL 60675-1310
7078086 Abbott Nutrition, PO Box 100997, Atlanta, GA 30384-0997
7075232 Acadian Ambulance Service, Inc., PO Box 92970, Lafayette, LA 70509-2970
7078088 +Acadiana Air Compressor, Sales & Service, Inc., PO Box 1701, Scott, LA 70583-1701
7075233 Acadiana Bottling Company, Inc., PO Box 80008, Lafayette, LA 70598-0008
7078829 +Acadiana Computer Systems, Inc., PO Box 60670, Lafayette, LA 70596-0670
7075234 +Acadiana Media Ventures, LLC, d/b/a/ Acadiana Lifestyle, Inc., 551 Jefferson Street,
Lafayette, LA 70501-6905
7078089 Acadiana Tumor Registry, 1204 Johnston Street, Lafayette, LA 70503-2022
7078830 +Achieve Medical Staffing, PO Box 159, Dry Prong, LA 71423-0159
7078831 +Acme Poster Advertising, LLC, PO Box 488, Natchitoches, LA 71458-0488
7078832 +Advanced Emergency Medical Service, Inc., 900 Shreveport Road, Minden, LA 71055-3832
7075235 +Advanced Radiographics, Inc., 1113 Ridge Road, Duson, LA 70529-4327
7078092 +Advantra Freedom, PO Box 7154, London, KY 40742-7154
7078095 +Aircycle Corporation, 2200 Ogden Avenue, Suite 100, Lisle, IL 60532-1972
7078836 Alcon Laboratories, Inc., PO Box 67775, Dallas, TX 75267-7775
7078097 Alere North America, Inc., PO Box 846153, Boston, MA 02284-6153
7078435 Alere Toxicology Services, Inc., PO Box 654075, Dallas, TX 75265-4075
7078837 +Alert Services Corporation, PO Box 920215, Norcross, GA 30010-0215
7078436 +Alexandria Cardiology Clinic, 501 Medican Ctr Dr Ste 250, Alexandria, LA 71301-8124
7078437 +Alimed, Inc., PO Box 9135, 297 High Street, Dedham, MA 02026-2898
7078438 Allen Council on Aging, PO Drawer E-L, Oakdale, LA 71463
7106883 Allen Emergency Group, LLC, c/o Joseph Hebert, POB 52008, Lafayette, LA 70505-2008
7078439 +Allen Emergency Group, LLC, PO Box 82368, Lafayette, LA 70598-2368
7078098 +Allen Jenkins Contractor, Inc., 1509 Melrose Street, Pineville, LA 71360-6144

7078440 +Allen Parish School Board, Tax Sales and Use Tax Dept., PO Drawer 190,
Oberlin, LA 70655-0190

7078441 +Allen Parish Sheriff's Dept., PO Drawer 278, Oberlin, LA 70655-0278

7078442 +Allen Parish Sheriff's Office, 601 Court Street, Oberlin, LA 70655-6407

7078443 +Allergan USA, Inc., 12975 Collections Center Drive, Chicago, IL 60693-0129

7078838 Alpha Source, Inc., PO Box 8811, Carol Stream, IL 60197-8811

7078099 +Am. Maritime Officers Medical, 2 West Dixie Hwy, Dania Beach, FL 33004-4312

7078100 Am. Red Cross, Health & Safety Services, 25688 Network Place, Chicago, IL 60673-1256

7075239 +American Arbitration Association, Galleria North Tower 2, 13727 Noel Road, Suite 700,
Dallas, TX 75240-2000

7078102 +American Cancer Society, 1604 W. Pinhook Road, Suite 182, Lafayette, LA 70508-3733

7078444 American Key & Lock Co., 110A Texas Avenue, Alexandria, LA 71301

7078101 +American Red Cross, 425 Bolton Avenue, Alexandria, LA 71301-7026

7075240 +Amerinet, c/o Intalere, Two City Place Drive, Suite 400, Saint Louis, MO 63141-7096

7078445 AmerisourceBergen, PO Box 905223, Charlotte, NC 28290-5223

7078840 AmerisourceBergen Drug Corporation, PO Box 905812, Charlotte, NC 28290-5812

7078841 +Angelene Bartley, 3734 Paction Alexandria Hwy, Atlanta, LA 71404-2044

7078842 Angiodynamics, PO Box 1549, Albany, NY 12201-1549

7078843 #+Applied Cardiac Systems, 22912 El Pacifico Drive, Laguna Hills, CA 92653-1332

7078844 Aptix, Inc., Dept CH 17826, Palatine, IL 60055-7826

7078449 +Architctural Indentification, Inc., 1170 Claycraft Road, Gahanna, OH 43230-6640

7078105 +Argon Medical Devices, PO Box 677482, Dallas, TX 75267-7482

7078450 +ArjoHuntleigh, Inc., 2349 West Lake Street, Suite 250, Addison, IL 60101-6188

7083736 +Armistead M. Long, GORDON, ARATA, MCCOLLAM, et al, 400 E. Kaliste Saloom Rd., Suite 4200,
Lafayette, Louisiana 70508-8522

7078106 Armstrong Medical Industries, 575 Knightsbridge Pkwy, PO Box 700,
Lincolnshire, IL 60069-0700

7078845 +Arrow International, Inc., PO Box 60519, Charlotte, NC 28260-0519

7075242 +Associated Design Group, Inc., 3909 W. Congress, Suite 201, Lafayette, LA 70506-6274

7078108 +Associated Office System, 400 Poydras Street, Suite 1700, New Orleans, LA 70130-3279

7078847 Associated Spring Raymond, Dept CH 14115, Palatine, IL 60055-4115

7078849 Atmos Energy, PO Box 790311, Saint Louis, MO 63179-0311

7109625 Atmos Energy Corporation, Attn: Bankruptcy Group, PO Box 650205, Dallas TX 75265-0205

7078458 +Audit Microcontrols, Inc., PO Box 3369, Eatonton, GA 31024-3369

7078459 +Aunt Terry's Quick Stop, 751 Hwy 165 North, Oakdale, LA 71463-2478

7078113 +Auto Parts & Battery, 207 North Main Street, Marksville, LA 71351-2407

7075243 +Avatar International, LLC, Orlando Corporate Center, 1000 Primera Boulevard, Suite 3144,
Lake Mary, FL 32746-2194

7075244 #+Avatar International, LLC, Chicago Corporate Center, 25 E. Washington Street, Suite 600,
Chicago, IL 60602-1729

7118652 +Avatar Solutions, Attn: Chief Financial Officer, 1000 Primera Boulevard,, Suite 2144,
Lake Mary, FL 32746-2194

7078850 +Avaya, Inc., PO Box 5332, New York, NY 10087-5332

7078114 +Avizent, PO Box 803355, Dallas, TX 75380-3355

7078115 Avoyelles Emergency Group, LLC, PO Box 82368, Lafayette, LA 70598-2368

7106881 Avoyelles Emergency Group, LLC, c/o Joseph Hebert, POB 52008, Lafayette, LA 70505-2008

7078117 +Avoyelles Outdoors, Inc., 822 Tunica Drive West, Marksville, LA 71351-2633

7078118 +Avoyelles Parish Sales Tax, Sales and Use Tax Dept., 221 W. Tunica Drive,
Marksville, LA 71351-2603

7078119 +Avoyelles Parish Sheriff's Office, Sheriff Doug Anderson, Tax Collector,
675 Government Street, Marksville, LA 71351-2945

7078120 Avoyelles Surgical Associates, 4329 Highway 1192, Suite 300, Marksville, LA 71351

7078468 +BC Technical, Inc., 7172 South Airport Road, West Jordan, UT 84084-7803

7078471 +BG Medical, LLC, 101 S. Hough St Ste 6A, Barrington, IL 60010-4300

7078136 +BLUE CROSS BLUE SHIELD OF LOUISIANA, P O BOX 98029, BATON ROUGE LA 70898-9029
(address filed with court: Blue Cross of Louisiana, PO Box 261798,
Baton Rouge, LA 70826-1798)

7078142 +BR Surgical, LLC, 3500 Beachwood Court, Suite 107, Jacksonville, FL 32224-5707

7078868 +BSC Supply, 200 5th Avenue, Floor 3, Waltham, MA 02451-8759

7078851 +Bard Access Systems, Inc., PO Box 75767, Charlotte, NC 28275-0767

7078121 +Bard Medical, PO Box 75767, Charlotte, NC 28275-0767

7078460 +Bard Peripheral Vascular, Inc., PO Box 75767, Charlotte, NC 28275-0767

7078123 Barracuda Networks, DEPT LA 22762, Pasadena, CA 91185-2762

7078462 +Barracuda Networks, Inc., 3175 Winchester Boulevard, Campbell, CA 95008-6557

7078852 +Barry D. Alexander, Polsinelli, PC, 555 Fayetteville St Ste 720, Raleigh NC 27601-3034

7078853 Baton Rouge Radiology Group, Inc., Attn: Janet Hume, PO Box 14530,
Baton Rouge, LA 70898-4530

7078125 +Battery Warehouse Alexandria, 233 Dawa Street, Marksville, LA 71351-3056

7078464 +Bausch & Lomb Inc./Surgical, 4395 Collections Center Drive, Chicago, IL 60693-0043

7078854 +Bausch & Lomb, Inc., PO Box 641634, Pittsburgh, PA 15264

7078856 Bayer Healthcare, PO Box 360172, Pittsburgh, PA 15251-6172

7078130 +Bayou Mosquito & Pest Management, LLC, PO Box 547, Rayville, LA 71269-0547

7078469 BeaconMedaes, LLC, Dept 3234, PO Box 123234, Dallas, TX 75312-3234

7078857 +Bells Select, 4009 Marathon Boulevard, Austin, TX 78756-3717

7078131 +Ben E. Keith Foods, PO Box 2607, Fort Worth, TX 76113-2607

7078858 +Benecom Technologies, Attn: Accounts Receivable, 4140 Poche Court West,
New Orleans, LA 70129-2236

7078132 +Benefit Management Service, PO Box 98044, Baton Rouge, LA 70898-9044

7078859 +Betty Mills Company, 2121 S. El Camino Real Ste C-120, San Mateo, CA 94403-1848

7078133 +Betty Mills Company, 2121 S. El Camino Real, Suite D-100, San Mateo, CA 94403-1848

- 7078134 Bio-Rad Laboratories, Inc., Clinical Diagnostics Group, PO Box 849740,
Los Angeles, CA 90084-9740
- 7078472 Bio-Rad Laboratories, Inc., Dept 9740, Attn: Clinical Diagnostics,
Los Angeles, CA 90084-9740
- 7078861 +Biomedical Concepts, Inc., 801 Girod Street, Mandeville, LA 70448-5209
- 7078862 +Bodemuller the Printer, Inc., PO Box 27, Opelousas, LA 70571-0027
- 7078139 #+Bollinger Insurance, PO Box 706, Short Hills, NJ 07078-0706
- 7100864 +Borden Dairy, Commerical Collection Corp of NY, 34 Seymour St, Tonawanda NY 14150-2126
- 7078140 Borden Dairy Company, PO Box 972431, Dallas, TX 75397-2431
- 7078475 Bracco Diagnostics, Inc., PO Box 978952, Dallas, TX 75397-8952
- 7078864 Breazeale, Sachse & Wilson, LLP, PO Box 3197, Baton Rouge, LA 70821-3197
- 7078865 +Brian Brewton, 107 Dogwood Drive, Winnfield, LA 71483-5001
- 7075248 +BrickStreet Creative, 325 Market Street, Alton, IL 62002-6275
- 7078476 +Briggs Healthcare, 7300 Westown Parkway, #100, West Des Moines, IA 50266-2527
- 7078143 +Briggs Healthcare, Attn: Credit Services, 7300 Westown Parkway,
West Des Moines, IA 50266-2527
- 7078477 Bristol-Myers Squibb Co., PO Box 101116, Atlanta, GA 30392-1116
- 7078144 +Brittany Hopkins, 244 Bernes Street, Marksville, LA 71351-2131
- 7078145 +Brouillette Water System, 3053 Hwy 1192, Marksville, LA 71351-3725
- 7078867 +Brown Security Systems, 437 Hwy 3191, Natchitoches, LA 71457-7525
- 7078478 +Buddy S. Super Foods, PO Box 959, Oakdale, LA 71463-0959
- 7078479 +Bufford R. Bond, 1212 Mockingbird Lane, Oakdale, LA 71463-2271
- 7078146 +Bunkie General Hospital, PO Box 380, Bunkie, LA 71322-0380
- 7119254 #+Business First Bank, Attn: Robert Bond, 8440 Jefferson Hwy Ste 101,
Baton Rouge LA 70809-7654
- 7078147 +Bussey & Lauve, LLC, PO Box 307, Alexandria, LA 71309-0307
- 7078871 +CDW Government, Inc., 75 Remittance Dr Ste 1515, Chicago, IL 60675-1515
- 7102674 +CHRISTUS Health, c/o Alan H. Goodman, Breazeale, Sachse & Wilson, L.L.P.,
909 Poydras Street, Suite 1500, New Orleans, LA 70112-4016
- 7078875 +CHS Spring Sports Booster Club, PO Box 103, Calvin, LA 71410-0103
- 7088565 +CLECO Corporation, Wheelis & Rozanski, P.O. Box 13199, Alexandria, La 71315-3199
- 7078879 +CLJ Paging, PO Box 145, Winnfield, LA 71483-0145
- 7075252 +CNOS, PC Mike Hurlburt, 575 Sioux Point Road, Dakota Dunes, SD 57049-5312
- 7078886 +CPI, 10850 W. Park Pl Ste 600, Milwaukee, WI 53224-3640
- 7078887 +CPSI, PO Box 850309, Mobile, AL 36685-0309
- 7078175 +CS Surgical, Inc., 662 Whitney Drive, Slidell, LA 70461-4184
- 7078148 +Cable South Media 3, PO Box 620, Milan, TN 38358-0620
- 7078480 +Cables and Sensors, LLC, 1351 S. Leavitt Avenue #103B, Orange City, FL 32763-6681
- 7078482 +Cameron Communications, Attn: Elizabeth Telephone, PO Box 2387, Sulphur, LA 70664-2387
- 7078481 +Cameron Communications, 153 W. Dave Dugazes Road, Sulphur, LA 70665-7553
- 7118625 Canon, 14904 Collections Center Drive, Chicago, IL 60693-0149
- 7078483 +Cardiac Science Corp., N7 W22025 Johnson Drive, Suite 100, Waukesha, WI 53186-1856
- 7078484 +Cardinal, 155 Brookhollow Esplande, 100 Campus Drive East, Destrahan, LA 70047-5205
- 7093492 +Cardinal Health, Christopher Lehmann, 7000 Cardinal Place, Dublin OH 43017-1091
- 7078869 +Cardinal Health - Nuclear, Nuclear Pharamacy Services, PO Box 905488,
Charlotte, NC 28290-5488
- 7078485 Cardinal Health 414, LLC, PO Box 905488, Charlotte, NC 28290-5488
- 7078149 Cardinal Health Medical, PO Box 730112, Dallas, TX 75373-0112
- 7078150 Carefusion, 25146 Network Place, Chicago, IL 60673-1250
- 7078487 Carefusion 203/Pulmonetics Systems, 23578 Network Place, Chicago, IL 60673-1235
- 7078151 Carefusion Solutions, Inc., Lockbox 771952, 25082 Network Place, Chicago, IL 60673-1250
- 7078489 Carefusion/V. Mueller, 25146 Network Place, Chicago, IL 60673-1250
- 7078490 Carousel Industries, PO Box 842084, Boston, MA 02284-2084
- 7075250 +Carr, Riggs & Ingram, CPAs, 3501 North Causeway Boulevard, Suite 810,
Metairie, LA 70002-3625
- 7078491 +Carstens, Inc., 7310 West Wilson Avenue, Harwood Heights, IL 60706-4787
- 7078152 +Carstens, Inc., PO Box 99110, Chicago, IL 60693-9110
- 7078492 +Casco Manufacturing Solutions, 3107 Spring Grove Avenue, Cincinnati, OH 45225-1821
- 7078493 +Cenla Interior Supply, 320 Jones Street, Pineville, LA 71360-7097
- 7095148 +Centerpoint Energy, POB 1700, Houston TX 77251-1700
- 7078494 Centerpoint Energy Resource, PO Box 4981, Houston, TX 77210-4981
- 7078154 +Central LA Medical Supply, PO Box 248, Marksville, LA 71351-0248
- 7078155 +Central Septic Tank VA, 927 North Preston Street, Marksville, LA 71351-2121
- 7078496 +Chandler's Parts & Service, Inc., 11656 Darryl Drive, Baton Rouge, LA 70815-2190
- 7078872 Channelford Associates, 2006 Channelford Road, Westlake Village, CA 91361-3507
- 7078157 +Channelford Associates, Attn: Madeline Martin, 5853 Greenview Road,
Calabasas, CA 91302-1018
- 7078498 Channing Bete Company, Inc., PO Box 3538, South Deerfield, MA 01373-3538
- 7078499 +Charles Cottongin, 404 W. 6th Avenue, Oakdale, LA 71463-3807
- 7078500 +Charlie Rae, Director of Commercial Collections, S Jacob & Wolf, LP, 116 Walcourt Loop,
College Station, TX 77845-4055
- 7078158 +Checkpoint Security, LLC, 170 Bounds Road, Hineson, LA 71438-9705
- 7078159 +Checkpoint Surgical, Inc., 22901 Millcreek Boulevard, Suite 110, Cleveland, OH 44122-5724
- 7078501 +Chek-Med Systems, Inc., 200 Grandview Avenue, Camp Hill, PA 17011-1777
- 7078873 +Chemence Medical Products, Inc., 185 Bluegrass Valley Parkway, Alpharetta, GA 30005-2222
- 7078502 Chemsearch, PO Box 971269, Dallas, TX 75397-1269
- 7078874 +Cherokee Contracting, LLC, 2383 Hwy 505, Jonesboro, LA 71251-5869
- 7075251 +Christus Cabrini Surgery Center, 3436 Masonic Drive, Alexandria, LA 71301-3615
- 7078503 +Cintas Corp (Rentals), PO Box 1472, Lake Charles, LA 70602-1472
- 7078504 Cintas Document Management, PO Box 740855, Cincinnati, OH 45274-0855

- 7078506 +City of Oakdale, 333 E. 6th Avenue, Oakdale, LA 71463-2625
- 7078505 +City of Oakdale, PO Box 728, Oakdale, LA 71463-0728
- 7078876 +City of Winnfield, PO Drawer 312, Winnfield, LA 71483-0312
- 7078507 Cleco, PO Box 660228, Dallas, TX 75266-0228
- 7078508 Clia Laboratory Program, PO Box 530882, Atlanta, GA 30353-0882
- 7078878 +Clinical Health Products, PO Box 425, Stratford, CT 06615-0425
- 7078881 +Coburn's Supply Co., Inc., 3333 Broadway, Alexandria, LA 71302-4412
- 7078161 Coca-Cola Bottling Co. United, PO Box 11407, Drawer 2260, Birmingham, AL 35246-2260
- 7078162 Coca-Cola Bottling Company, Alexandria Sales Center, PO Box 403390, Atlanta, GA 30384-3390
- 7078509 Coca-Cola Bottling Company, PO Box 100712, Atlanta, GA 30384-0712
- 7078510 Col. Imaging Solutions, LLC, PO Box 2207, Lake Charles, LA 70602-2207
- 7078511 College of American Pathologists, PO Box 71698, Chicago, IL 60694-1698
- 7078512 +Comfort Strap, 201 S. Gilbert Street, Egan, SD 57024-2002
- 7078513 Community Coffee Company, PO Box 60141, New Orleans, LA 70160-0141
- 7078515 Conco Gerde Food Service, PO Box 61006, New Orleans, LA 70161-1006
- 7078882 Cone Instruments, LLC, 3261 Momentum Place, Chicago, IL 60689-5332
- 7078883 +Conmed Corp., PO Box 6814, Church Street Station, New York, NY 10249-6814
- 7078165 Contemporary Concepts, PO Box 890457, Charlotte, NC 28289-0457
- 7078166 +Continuant, Inc., 5050 20th Street East, Fife, WA 98424-1917
- 7078517 Cook Medical, Inc., 22988 Network Place, Chicago, IL 60673-1229
- 7078168 +Cooling & Heating Supply, 5615 New York Avenue, Alexandria, LA 71302-2822
- 7078169 Cooper Surgical, Inc., PO Box 712280, Cincinnati, OH 45271-2280
- 7078518 +Cotton's Heating & Cooling, PO Box 166, Oakdale, LA 71463-0166
- 7075253 +Couch, Conville & Blitt, LLC, 1450 Poydras Street, Suite 2200, New Orleans, LA 70112-2253
- 7078170 +Couvillion's Ace Hardware, c/o American Ace Hardware, 4323 Monroe Hwy, Ball, LA 71405-3935
- 7078885 Covidien, PO Box 120823, Dallas, TX 75312-0823
- 7078888 Cranford Jordan, Sheriff & Ex-Officio Tax Collector, PO Box 950, Winnfield, LA 71483-0950
- 7078173 +Critical Alert, PO Box 55600, Little Rock, AR 72215-5600
- 7078889 +Crothall Clinical, Equipment Services, Inc., 13028 Collections Center Drive, Chicago, IL 60693-0130
- 7075255 +Crowe Horwath, LLP, 225 West Wacker Drive, Suite 2600, Chicago, IL 60606-1228
- 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 Specialities & Supply, Inc., 3233 25th Street, Metairie, LA 70002-6011
- 7078523 +Cyntox, LLC, 64 Beaver Street, Suite 136, New York, NY 10004-2508
- 7078179 +DAVOL, Inc., PO Box 75767, Charlotte, NC 28275-0767
- 7075260 +DHP Iberia Rehab, LLC, PO Drawer 51782, Lafayette, LA 70505-1782
- 7078186 DJO, LLC, PO Box 650777, Dallas, TX 75265-0777
- 7075256 +Dan Kensingler, 298 Inverness Trail, Dakota Dunes, SD 57049-5291
- 7075257 +Dan Newell, 101 North Main Avenue, Suite 325, Sioux Falls, SD 57104-6411
- 7075258 +Dan Rissing, 20 Sweetgrass Lane, Kiawah Island, SC 29455-5700
- 7078891 +Dane Reeves Investments, LLC, 450 Dogwood Harbor, Jonesboro, LA 71251-5726
- 7075259 +Datafile, Inc., 1121 Ridge Road, Dusen, LA 70529-4327
- 7078178 +Dauzat A/C & Heating, 794 Beauregard Landry Road, Marksville, LA 71351-4068
- 7078530 De Lage Landen Financial Services, PO Box 41602, Philadelphia, PA 19101-1602
- 7078180 +Debra Veade, PO Box 705, Hamburg, LA 71339-0705
- 7078181 Dell Marketing, LP, DEPT 40228, PO Box 534118, Atlanta, GA 30353-4118
- 7078531 Dell Marketing, LP, Attn: Dell Receivables, PO Box 534118, Atlanta, GA 30353-4118
- 7078182 +Delta Pathology Group, LLC, 3000 Knight Street, Suite 220, Building 5, Shreveport, LA 71105-2573
- 7078894 +Delta Tire of Winnfield, 702 E. Lafayette Street, Winnfield, LA 71483-3317
- 7078895 Dept. of Health and Hospitals, 628 N. 4th Street, PO Box 4049, Baton Rouge, LA 70821-4049
- 7078183 +Dept. of the Treasury, Fin. Mgt. Ser./PA Fin. Center, PO Box 51318, Philadelphia, PA 19115-6318
- 7078184 Depuy Orthopaedics, Inc., PO Box 406663, Atlanta, GA 30384-6663
- 7078896 Diagnostica Stago, Inc., PO Box 416347, Boston, MA 02241-6347/
- 7075261 Dick Hylland, PO Box 887058, Sioux Falls, SD 57103
- 7078899 +Dodson High School, PO Box 97, Dodson, LA 71422-0097
- 7078534 +Doerle Food Services, 113 Kol Drive, Broussard, LA 70518-3825
- 7078187 Doerle Food Services, LLC, PO Box 1440, Broussard, LA 70518-1440
- 7075262 +Donna Varnado, 2210 7th Street, Suite B, Mandeville, LA 70471-1872
- 7078535 +Dr. Patrick Savoy, MD, PO Box 1103, Oakdale, LA 71463-1103
- 7078536 +Dr. Stephen H. Normand, Inc., 63 Rosalie Road D, Alexandria, LA 71302-9694
- 7078537 +Dr. Thomas J. Davis, MD, 105 Hospital Drive, Oakdale, LA 71463-1900
- 7078188 Draeger Medical, Inc., PO Box 347482, Pittsburgh, PA 15251-4482
- 7078538 +Draeger Medical, Inc., PO Box 8500, S-1225, Philadelphia, PA 19178-8500
- 7075263 +Durio, McGoffin, Stagg & Ackerman, PO Box 51308, Lafayette, LA 70505-1308
- 7078539 +E. Trent McCarthy, The McCarthy Law Firm, 7922 Picardy Avenue, Baton Rouge, LA 70809-3535
- 7078544 EMD Millipore Corporation, 25760 Network Place, Chicago, IL 60673-1257
- 7078196 +EPOWERDOC, Inc., PO Box 241642, Omaha, NE 68124-5642
- 7078189 East Side Union High School, Administered by: UAS, PO Box 5057, San Jose, CA 95150-5057
- 7078190 +Eckard Hardware, Inc., 2230 N. Bolton Avenue, Alexandria, LA 71303-4407
- 7078540 Eclinicalweb, LLC, Two Technology Drive, Westborough, MA 01581-1727
- 7078541 +Ecolab, Inc./Institutional Div., PO Box 70343, Chicago, IL 60673-0343
- 7078902 +Ed's Supply Co., Inc., 1327 East Block Street, El Dorado, AR 71730-6481
- 7078542 Edwards Lifesciences, LLC, 23146 Network Place, Chicago, IL 60673-1231
- 7075264 +Elizabeth Noel Trust, 1052 Pebble Beach Drive, Dakota Dunes, SD 57049-5342
- 7078192 Elsevier, PO Box 7247-7684, Philadelphia, PA 19170-7684

7078193 Emdeon Business Services, Medifax EDI, LLC, PO Box 572490, Murray, UT 84157-2490
7078903 +Emed Co., Inc., 39209 Treasury Center, Chicago, IL 60694-9200
7078904 +Emergency Power Systems, Inc., 301 Wildoak Drive, Shreveport, LA 71106-8227
7078545 +Emergency Staffing Solutions, 17304 Preston Rd Ste 1400, Dallas, TX 75252-5633
7078546 +Employment Publishing, 175 Strafford Ave Ste 1, Wayne, PA 19087-3340
7078194 +Encompas Unlited, Inc., PO Box 516, Tallevast, FL 34270-0516
7078905 +Enserv South Central, LLC, PO Box 671308, Dallas, TX 75267-1308
7075265 +Eric L. Grenzebach, Brown, Hay & Stephens, LLP, PO Box 2459, Springfield, IL 62705-2459
7094152 +Eric Lockridge, Kean Miller LLP, II City Plaza, 400 Convention Street, Suite 700,
Baton Rouge, LA 70802-5628
7078547 Excelsior Medical Corp., PO Box 824389, Philadelphia, PA 19182-4389
7078548 +Exchange Cart Accessories, Inc., PO Box 160, Freeburg, IL 62243-0160
7078906 +Executive OfficeLinx, 107 Melvyn Drive, Monroe, LA 71203-4215
7078907 +Executone Systems Company of LA, Inc., PO Box 15449, Baton Rouge, LA 70895-5449
7078197 +Executone of Louisiana, 11316 Pennywood Avenue, Baton Rouge, LA 70809-4170
7078198 +F&B Equipment Sales & Rental, Inc., 211 Hulco Drive, Scott, LA 70583-8906
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 71463-2729
7078201 Federal Express Corp, PO Box 660481, Dallas, TX 75266-0481
7075267 +Findley Davies, Inc., 6000 Fairview Road, Suite 1200, PMB: 113706,
Charlotte, NC 28210-2252
7078554 Fisher Healthcare, PO Box 404705, Atlanta, GA 30384-4705
7120127 +Fisher Scientific Co LLC, 300 Industry Dr, Pittsburgh PA 15275-1001
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 19004-3220
7078203 +Flowers Baking Company of Baton Rouge, PO Box 951578, Dallas, TX 75395-1578
7078555 +Flowers Foods, 1504 Florida Boulevard, Baton Rouge, LA 70802-3836
7078556 Follett Corp., 801 Church Lane, PO Box D, Easton, PA 18040-6637
7078557 +Foremost Dairies, Inc., PO Box 1203, Shreveport, LA 71163-1203
7078558 +Forest Hill Utilities, PO Box 309, Forest Hill, LA 71430-0309
7078922 +Four Rivers Software Systems, 1501 Ardmore Bld 2nd Fl, Pittsburgh, PA 15221-4451
7078559 +Franklin Mills Co., 2021 East Swan Lake Circle, Kent, OH 44240-5941
7078923 +Fuqua Paper Supply, LLC, 315 W. Mississippi Avenue, Ruston, LA 71270-4269
7078204 +Futura Mobility, 515 Pennsylvania Avenue, Suite 100, Fort Washington, PA 19034-3317
7078563 +GE Healthcare (Contracts), PO Box 96483, Chicago, IL 60693-6483
7078564 GE Healthcare Di. Svc., PO Box 604944, Pittsburgh, PA 15264-0944
7078208 GE Healthcare Financial Services, PO Box 641419, Pittsburgh, PA 15264-1419
7099450 +GEORGE C. FREEMAN, III, Sheridan Healthcare of Louisiana, Inc., 909 Poydras Street, 2400,
New Orleans, LA 70112-4004, gfreeman@barrassousdin.com
7078213 +GPN Marksville, LLC, 504 Texas Street, Suite 200, Shreveport, LA 71101-3526
7078570 +GPN/Oakdale, LLC, 504 Texas St Ste 200, Shreveport, LA 71101-3526
7078924 +Gallini Medical Devices, 6758 E. Paris Avenue SE, Caledonia, MI 49316-7737
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
7078206 #+Gas Analytical Services, 1039 Pearl Drive, Bossier City, LA 71111-2915
7075272 +Genasses, LLC, d/b/a JR Davis Creative, 111 Edinburgh Circle, Lafayette, LA 70508-7155
7075273 +George C. Freeman, III, Barrasso, Usdin, Kupperman,, Freeman & Sarver, LLC,
909 Poydras Street, Suite 2400, New Orleans, LA 70112-4004
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 71350-4336
7078211 Global Equipment Co, Inc., 29833 Network Place, Chicago, IL 60673-1298
7075274 +Global Link Communications, Inc., 535 Worcester Road, Framingham, MA 01701-5364
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 71351-0501
7078214 +Grace Medical, PO Box 34877, Memphis, TN 38184-0877
7075275 +Grant Schumaker, 921 Spyglass Circle, Dakota Dunes, SD 57049-5101
7078215 +Guillot's Plumbing Service, PO Box 449, Marksville, LA 71351-0449
7078932 +Gulf Coast Office Products, 5801 River Oaks Road South, New Orleans, LA 70123-2170
7078217 Guy Brown Management, LLC, PO Box 306156, Nashville, TN 37230-6156
7078218 +H&W Equipment, 2551 Hospital Road, New Roads, LA 70760-3924
7078576 +HCA Patient Account Services, 8101 W. Sam Houston Pky S. Ste 100, Houston, TX 77072-5078
7078934 +HCPPro, PO Box 5094, Brentwood, TN 37024-5094
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 57104-6358
7075277 +Harmony Equity Fund II, Attn: Dan Newell, 201 S. Phillips Avenue, Suite 100,
Sioux Falls, SD 57104-6358
7075278 +Harmony Healthcare, 2909 W. Bay to Bay Boulevard, Suite 500, Tampa, FL 33629-8178
7078219 +Harvest Foods, 241 Tunica Village, Marksville, LA 71351-3069
7078220 +Hathorn, Record Management Systems, PO Box 792, Alexandria, LA 71309-0792
7078221 +Hawkeye Medical, LLC, 4239 Hwy 1192, Suite 100, Marksville, LA 71351-4772
7078933 #+Hawkeye Medical, LLC, 597 Tunica Drive W, Marksville, LA 71351-2628
7078575 Haylard Health, Inc., PO Box 732583, Dallas, TX 75373-2583

7078222 +Hazsoft, LLC, 1311 W. Illinois Avenue, Midland, TX 79701-6159
7078935 +Healogics Wound Care &, Hyperbarics Services, Inc., 3087 Momentum Place,
Chicago, IL 60689-5330
7078223 Health Care Logistics, PO Box 400, Circleville, OH 43113-0400
7075279 +HealthStream, 209 10th Avenue South, Suite 450, Nashville, TN 37203-0788
7078936 Healthcare Resources, LLC, PO Box 80622, Lafayette, LA 70598-0622
7075280 +Hector Lopez, 2210 7th Street, Suite B, Mandeville, LA 70471-1872
7078937 +Helmer Scientific, Inc., 14400 Bergen Boulevard, Noblesville, IN 46060-3307
7075281 +Henry C. Perret, Jr., Jared O. Brinlee, Perret Doise, LLC, PO Box 53789,
Lafayette, LA 70505-3789
7078224 Heritage Company, PO Box 890287, Charlotte, NC 28289-0287
7078938 +Hill Manufacturing Co., Inc., Attn: Lin, 1500 Jonesboro Road SE, Atlanta, GA 30315-4085
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 06076-1505
7078226 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 71463-1299
7078581 Hospira Worldwide, Inc., 75 Remittance Dr Ste 6136, Chicago, IL 60675-6136
7078229 Hubert Company, Inc., 25401 Network Place, Chicago, IL 60673-1254
7078230 +Humana, PO Box 932698, Atlanta, GA 31193-2698
7078231 +Humana Healthcare Plans, PO Box 931655, Atlanta, GA 31193-1655
7075282 +Hunt Telecommunications, LLC, 106 Metairie Lawn Drive, Suite 200, Metairie, LA 70001-5467
7078583 IDC Servco, Attn: Accounts Receivable, PO Box 1925, Culver City, CA 90232-1925
7078232 +IMA, PO Box 71120, Bossier City, LA 71171-1120
7078240 +IT&S, PO Box 702, Marksville, LA 71351-0702
7078946 +ITW Food Equipment Group, Ltd., 701 S. Ridge Avenue, Troy, OH 45374-0001
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 70560-4063
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 55447-4638
7078586 +Infinity, PO Box 648, Marksville, LA 71351-0648
7078942 +Infoware, PO Box 2145, Madison, MS 39130-2145
7078587 +Infra-Red PM Co., PO Box 1031, Bridge City, TX 77611-1031
7078233 +Ingram & Associates, PO Box 290303, Nashville, TN 37229-0303
7078588 +Inpriva, Inc., 2625 Redwing Road, Suite 330, Fort Collins, CO 80526-2878
7078589 Instrument Specialists, Inc., 32390 IH-10 West, Boerne, TX 78006-9214
7078943 +Integra Lifesciences, PO Box 404129, Atlanta, GA 30384-4129
7078590 Integrated Medical Systems, Inc., PO Box 2725, Columbus, GA 31902-2725
7078591 +Integrated Repair, & Information Services, LLC, 731 Stow Street, Horicon, WI 53032-1709
7078944 +InterMetro Industries Corp., 651 N. Washington Street, Wilkes Barre, PA 18705-1799
7078592 +Interface Security System, LLC, 211 North Bolton Avenue, Alexandria, LA 71301
7078593 +Interlight, 7939 New Jersey Avenue, Hammond, IN 46323-3040
7078235 Intermetro Industries Corp, 75 Remittance Drive, Dept. 3044, Chicago, IL 60675-3044
7078594 Intermetro Industries Corp., PO Box 93730, Chicago, IL 60673-3730
7078237 +Interstate All Battery Center, 2107 Bowie Drive, Alexandria, LA 71301-2104
7078239 +Isaiah Moore, 3244 Main Street, Apt. 4, Hessmer, LA 71341-4659
7118626 +Ishred, PO Box 4058, Covington, LA 70434-4058
7078947 +J&J Exterminating, PO Box 7363, Natchitoches, LA 71457-0363
7078241 +J&J Exterminating, 526 Macarthur Drive, Alexandria, LA 71303-3109
7078597 #+J&J Exterminating of Deridder, 514 N. Pine Street, Deridder, LA 70634-3908
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 70002-4707
7078948 +Jackson Parish Ambulance Services, 115 Watts Street, Jonesboro, LA 71251-2053
7075287 +James Case, 747 W. Sawgrass Trail, Dakota Dunes, SD 57049-5205
7078949 +Jeromy Lawson, 328 Zion Hill Church Road, Winnfield, LA 71483-5344
7078243 +John Dale Powers, Powers, Sellers & Chapoton, LLP, PO Box 15948,
Baton Rouge, LA 70895-5948
7122216 +John M. Landis, Stone Pigman Walther Wittmann LLC, 546 Carondelet Street,
New Orleans, Louisiana 70130-3588, (504) 593-0819
7078950 Johnson & Johnson Healthcare, PO Box 406663, Atlanta, GA 30384-6663
7078600 +Johnson & Roundtree Premium, Inc., PO Box 2625, Del Mar, CA 92014-5625
7078951 +Johnson Controls, Inc., PO Box 730068, Dallas, TX 75373-0068
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 70501-6863
7078246 +Joseph Daniel Smith, II, DBA 3D Lawn Service, 416 Ferdinand Street,
Marksville, LA 71351-3117
7078601 +Joseph E. Fick, Jr., Newman, Mathis, Brady & Spedale, APLC, 433 Metairie Road, Suite 600,
Metairie, LA 70005-4328
7078248 +Joseph Wallpaper & Paint, PO Box 248, Alexandria, LA 71309-0248
7078249 +Josie Green, 2531 Hwy 1176, Bunkie, LA 71322-4542
7078603 KCI USA, PO Box 301557, Dallas, TX 75303-1557

7078267 KCI USA, PO Box 203086, Houston, TX 77216-3086
7078954 +KVCL-FM, 304 KVCL Road, Winnfield, LA 71483-6064
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 71341-4251
7078269 +Kem Medical Products Co., 400 Broadhollow Road, Suite 2, Farmingdale, NY 11735-4824
7075290 +Kenneth W. DeJean, 417 W. University Avenue, Lafayette, LA 70506-3649
7118627 Kentwood, PO Box 660579, Dallas, TX 75266-0579
7078952 +Kermit Simmons, PO Box 525, Winnfield, LA 71483-0525
7078604 +Killgore's, Inc., Attn: KLS Physics Group, 124 Killgore Road, Ruston, LA 71270-7084
7078605 +Kinder Paint Company, 26 Macarthur Drive, Alexandria, LA 71303-3619
7078270 +King Cheese Cake Company, 150 Lockhaven Drive, Houston, TX 77073-5500
7075291 +King, Reinsch, Prosser & Co., LLP, 522 Fourth Street, Suite 200, Sioux City, IA 51101-1227
7103820 +Koley Jessen P.C., L.L.O., c/o Brian J. Koenig, 1125 South103rd Street, Suite 800,
Omaha, NE 68124-1079
7075294 +Koley Jessen PC, LLC, One Pacific Place, Suite 800, 1125 South 103rd Street,
Omaha, NE 68124-1079
7078271 +Krocket Internet Services, PO Box 311, Marksville, LA 71351-0311
7075295 +L&D Investments, Attn: David D. Schmit, 522 4th Street, Suite 200,
Sioux City, IA 51101-1620
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 70821-3138
7078275 +LA Hospital Association, 9521 Brookline Avenue, Baton Rouge, LA 70809-8409
7078609 +LA Workers' Compensation Corp., 2237 S. Acadian Thruway, #800, Baton Rouge, LA 70808-2371
7075296 +LAMMICO, Attn: Marie Margot, One Galleria Boulevard, Suite 700, Metairie, LA 70001-7510
7075298 LHA Malpractice & General, Liability Trust, PO Box 40318, Baton Rouge, LA 70835-0318
7078618 +LHA Management Corporation, 9521 Brookline Avenue, Baton Rouge, LA 70809-1431
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 71201-7544
7078958 +La Jagu Inn & Suites, c/o Rodeway Inn & Suites Winnfield, 5930 Hwy 167 N,
Winnfield, LA 71483-5075
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 70505-2009
7078610 +Lake City Printing, 1723 West Sale Road, Lake Charles, LA 70605-2521
7078277 +Lamiflow Technologies, LLC, 6844 Cherry Laurel Drive, Middletown, OH 45044-8375
7078278 Landauer, Inc., PO Box 809051, Chicago, IL 60680-9051
7118628 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 75320-2564
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 75001-3715
7075297 #+Leasing Associates of Barrington, 33 West Higgins Road, Suite 1030,
Barrington, IL 60010-9359
7078617 Lemaitre Vascular, Inc., PO Box 978979, Dallas, TX 75397-8979
7078619 +Lifecell Corporation, One Millenium Way, Branchburg, NJ 08876-3876
7078281 Lifecell Corporation, PO Box 301582, Dallas, TX 75303-1582
7078620 +Lifenet Health, 1864 Concert Drive, Virginia Beach, VA 23453-1903
7078621 Lifeshare Blood Center, PO Box 65270, Shreveport, LA 71136-5270
7093493 +Lifeshare Blood Centers, Norbert Crafts, 8910 Linwood Ave, Shreveport LA 71106-6508
7075300 +Lincoln Life/Time Financial Services, 21550 Oxnard Street, Suite 500,
Woodland Hills, CA 91367-7111
7078283 +Linda Dauzat, 3077 Hwy 1, Marksville, LA 71351-4145
7078965 +Lion's Club of Winnfield, PO Box 842, Winnfield, LA 71483-0842
7118623 +Lisa R. Chandler, Litigation, & Bankruptcy Recovery Manager, IPFS Corp./Imperial PFS,
30 Montgomery Street, Suite 1000, Jersey City, NJ 07302-3865
7078622 +Lloyd Outdoor Advertising, PO Box 5777, Alexandria, LA 71307-5777
7078284 +Local Emergency Planning, 312 North Main Street, Marksville, LA 71351-2450
7087248 +Long's Products LLC, 2630 Broadway Ave, Alexandria LA 71302-4831
7078623 +Long's Preferred Product, PO Box 5859, Alexandria, LA 71307-5859
7078966 +Lori Parker, 301 W. Boundary, Winnfield, LA 71483-3427
7078967 Lott Oil Company, Inc., PO Box 17, Natchitoches, LA 71458-0017
7075228 +Louisiana Department of Revenue, PO Box 66658, Baton Rouge, LA 70896-6658
7077564 +Louisiana Dept. of Health and Hospitals, Attn: Ms. Kimberly L. Humbles, Atty at L,
LDHH Health Standards Section, POB 3767, Baton Rouge, LA 70821-3767
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 70809-2256

7078627 Louisiana Hospital Association, 9521 Brookline Avenue, Baton Rouge, LA 70809-1431
 7078970 +Louisiana Hospital Association, 4646 Sherwood Common Boulevard, Baton Rouge, LA 70816-4293
 7078628 +Louisiana Regional PHO, PO Box 30159, 211 4th Street, Alexandria, LA 71301-8421
 7078629 +Luke Deshotels Construction, 1302 Lahaye Road, Mamou, LA 70554-4825
 7078289 +Lydia Villemarette, 400 N. Gayle Boulevard, Bunkie, LA 71322-1931
 7078640 +MBA Medical, 1509 Kuebel Street, New Orleans, LA 70123-2274
 7078977 +MEDLINE INDUSTRIES INC, ATTN ANNE KISHA, ONE MEDLINE PL, MUNDELEIN IL 60060-4486
 (address filed with court: Medline Industries, Dept. 1080, PO Box 121080,
 Dallas, TX 75312-1080)
 7078662 +MXR, 3615 Willowbend Ste 400, Houston, TX 77054-1110
 7078971 +Maine Standards Company, LLC, 221 US Route 1, Cumberland Foreside, ME 04110-1345
 7078638 +Majestic Medical Solutions, LLC, 207 W. East Bank Street, Gonzales, LA 70737-4851
 7078972 +Majestic Medical Solutions, LLC, 207 W. Eastbank Street, Gonzales, LA 70737-4851
 7078290 +Marcel T's Upholstery, 857 Highway 1191, Marksville, LA 71351-3926
 7078291 +Mark Gremillion, PO Box 70, Plaucheville, LA 71362-0070
 7075302 +Mark P. Seyler, Barkley & Thompson, LC, 1515 Poydras Street, Suite 2350,
 New Orleans, LA 70112-3730
 7078293 Marketlab, Inc., 3027 Momentum Place, Chicago, IL 60689-5330
 7078294 +Marksville Water System, 208 Spring Bayou Road, Marksville, LA 71351-2223
 7078295 +Marksville Weekly News, PO Box 36, Marksville, LA 71351-0036
 7075303 +Matt Johnson, 618 E. Sawgrass Trail, Dakota Dunes, SD 57049-5143
 7078973 +McKesson Health Solutions, 22423 Network Place, Chicago, IL 60673-1224
 7078974 +McKesson Medical Surgical, PO Box 660266, Dallas, TX 75266-0266
 7078642 +Mechanical Cooling Services, LLC, 138 Pinewood Road, Benton, LA 71006-4711
 7078643 +Mectra Labs, Inc., PO Box 350, Bloomfield, IN 47424-0350
 7078298 +Med Express Ambulance, PO Box 527, Melville, LA 71353-0527
 7078644 +Med-Pat, Inc., 31 Riordan Place, Shrewsbury, NJ 07702-4305
 7078645 +Medcomp (PA), 1499 Delp Drive, Harleysville, PA 19438-2936
 7078646 Media 3, PO Box 620, Milan, TN 38358-0620
 7078975 +Medibag Co., Inc., 3779 Dayton-Xenia Road, Dayton, OH 45432-2829
 7078300 Medical Arts Press, Inc., PO Box 37647, Philadelphia, PA 19101-0647
 7078647 +Medical Imaging Distribution, PO Box 5725, Attn: Janie Vercher, Alexandria, LA 71307-5725
 7078648 +Medical Logistics, LLC, 301 N. Irving Avenue, Kaplan, LA 70548-4140
 7078649 +Medical Resources, 8377 C Green Meadows Drive North, Lewis Center, OH 43035-9506
 7078976 +Medical Specialties, Inc., 676 Time Saver Avenue, New Orleans, LA 70123-3144
 7078302 Medtronic USA, PO Box 848086, Dallas, TX 75284-8086
 7078652 +Medtronic USA/XOMED, 6743 Southpoint Drive North, Jacksonville, FL 32216-0980
 7078978 +Meridian Rehabilitation, PO Box 12995, Tallahassee, FL 32317-2995
 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
 7078305 +Michael Butts, 1189 Bodcau Station Road, Haughton, LA 71037-9575
 7075305 +Michael Genoff, 55 Ideal Drive, Sandpoint, ID 83864-6553
 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 04240-1600
 7078980 +Microsurgical Technology, PO Box 2679, Acct# 4487, Redmond, WA 98073-2679
 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
 7075308 #+Mike Hurlburt, 864 E. Sawgrass Trail, Dakota Dunes, SD 57049-5197
 7078308 +Millard Sanders, 180 Sunny Avenue, Marksville, LA 71351-2114
 7078657 +Millennium Comupters &, Security of Acadiana, 1821 West Laurel Avenue,
 Eunice, LA 70535-2901
 7078309 +Millipore Corp, 2736 Paysphere Circle, Chicago, IL 60674-0027
 7078658 Mindray DS USA, Inc., 24312 Network Place, Chicago, IL 60673-1243
 7092106 +Mobile Imaging Services, LLC, Wheelis & Rozanski, P.O. Box 13199,
 Alexandria, LA 71315-3199
 7078310 +Mobile Imaging Services, LLC, PO Box 465, Marksville, LA 71351-0465
 7078311 +Mobile Instrument Service, 333 Water Avenue, Bellefontaine, OH 43311-1733
 7078312 Morbidity Mortality Weekly Report, PO Box 9120, Waltham, MA 02254-9210
 7078659 +Mortara Instrument, Inc., 7865 N. 86th Street, Milwaukee, WI 53224-3431
 7078660 +Moss Tubes, Inc., PO Box 378, West Sand Lake, NY 12196-0378
 7078661 +Music Mountain Water Co., 305 Stoner Avenue, Shreveport, LA 71101-4118
 7078989 +NAPA Auto Parts of Winnfield, PO Drawer 829, Winnfield, LA 71483-0829
 7078316 +NCO Financial Systems, Attn: Dallas Office, PO Box 931053, Cleveland, OH 44193-0001
 7078993 NCO Financial Systems, Attn: Dallas, 24886 Network Place, Chicago, IL 60673-1248
 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 70112-4545
 7078990 +Natchitoches Times Newspapers, PO Box 448, Natchitoches, LA 71458-0448
 7078313 +National Assoc. of CPSI Clients, Reese Baker/CPSI National User Group,
 c/o Crittenden Health Systems, 520 West Gum Street, Marion, KY 42064-1516
 7078314 +National EMS Academy, Attn: Nemsac Accts Receivable, 2916 N. University, Building B,
 Lafayette, LA 70507-4039
 7078991 +National Recall Alert Center, PO Box 609, Marlton, NJ 08053-0609
 7078992 +Natus Medical, Inc., PO Box 39000, San Francisco, CA 94139-0001
 7078664 Natus Neurology, Inc., 88059 Expedite Way, Chicago, IL 60695-0001
 7078665 +Netgain, 720 St. Germain Street, #200, Saint Cloud, MN 56301-3529
 7078666 +Novitas JH Provider Enrollment, PO Box 44137, Jacksonville, FL 32231-4137
 7078670 +OEC Medical Systems, Inc., 2984 Collections Center Drive, Chicago, IL 60693-0029
 7079001 +ORKIN, 920 South Drive, Natchitoches, LA 71457-3053

7078667 Oak Farms Dairy, PO Box 973866, Dallas, TX 75397-3866
7078668 +Oakdale Chamber of Commerce, PO Box 1138, Oakdale, LA 71463-1138
7078669 +Oakdale Internal Medicine, LLC, 107 Hospital Drive, Oakdale, LA 71463-3034
7118629 +Ober, Kale, Grimes & Shiver, 100 Light Street, Baltimore, MD 21202-1643
7078319 +Oculus Innovative Sciences, 1129 N. McDowell Boulevard, Petaluma, CA 94954-1110
7078994 Office Depot, PO Box 88040, Chicago, IL 60680-1040
7078320 Office Depot, PO Box 633211, Cincinnati, OH 45263-3211
7118630 +Office Market, 68486 Hwy 59, Mandeville, LA 70471-7738
7078671 Office of Behavioral Health, PO Box 4049, Baton Rouge, LA 70821-4049
7078321 +Office of Group Benefits, PO Box 44036, Baton Rouge, LA 70804-4036
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 70806-6413
7075230 +Office of the US Attorney, 800 Lafayette Street, Suite 2200, Lafayette, LA 70501-6865
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 71109-4327
7078326 +OneDoc Managed Print Services, LLC, 6505 N.W. 114th Street, Oklahoma City, OK 73162-2928
7078679 Opti Medical, PO Box 932005, Atlanta, GA 31193-2005
7078681 +Organogenesis, Inc., 150 Dan Road, Canton, MA 02021-2820
7078329 +Orkin Exterminating, Inc., 1106 Texas Avenue, Alexandria, LA 71301-4835
7078682 Orkin Pest Control, 6324 Leslie Lane, Lake Charles, LA 70615-4770
7078683 +P.A.M. Floorcovering, LLC, PO Box 298, Ball, LA 71405-0298
7079002 +P.K. Smith Motors, PO Drawer 671, Winnfield, LA 71483-0671
7079009 +PMIC, 4727 Wilshire Boulevard #300, Los Angeles, CA 90010-3873
7079012 +PV Business Solutions, 3600 S. State Road 7, Suite 204, Miramar, FL 33023-5288
7078330 +Pacific Medical, LLC, 32981 Calle Perfect, San Juan Capistrano, CA 92675-4705
7078331 Par Pharmaceuticals, Inc., PO Box 731531, Dallas, TX 75373-1531
7120393 +Parallon Business Solutions, LLC, c/o NeunerPate, 1001 W. Pinhook Rd., Suite 200,
Lafayette, LA 70503-2451
7115832 +Parallon Business Solutions, LLC, c/o NeunerPate, Victoria V. Theriot,
1001 W. Pinhook Rd., Suite 200, Lafayette, LA 70503-2451
7075311 +Parallon Business Solutions, LLC, Attn: Leslie Newman, Managing Counsel,
6640 Carothers Parkway, Suite 500, Franklin, TN 37067-6324
7078332 Passport Health Communications, PO Box 635527, Cincinnati, OH 45263-5527
7079003 +Patient Telephone Supply, PO Box 84372, Baton Rouge, LA 70884-4372
7079004 Patterson Medical, PO Box 93040, Chicago, IL 60673-3040
7075312 +Paula Formosa, 55 Ideal Drive, Sandpoint, ID 83864-6553
7078333 +Peerless Cleaners, 116 W. Cappel Street, Marksville, LA 71351-2304
7078334 +Penny Williams, PO Box 401, Hessmer, LA 71341-0401
7078685 Pentax Medical Company, PO Box 820146, Philadelphia, PA 19182-0146
7078686 +Performance Medical Group, Attn: Connie, 103 Deer Tree Drive, Lafayette, LA 70507-6224
7078336 Pfizer, Inc., PO Box 100539, Atlanta, GA 30384-0539
7078687 +Pharmacist's Letter, PO Box 8190, Stockton, CA 95208-0190
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 71483-1437
7078337 +Phia Group, 163 Bay State Drive, Braintree, MA 02184-5203
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 32216-6166
7078690 +Physio-Control, Inc., 12100 Collections Center Drive, Chicago, IL 60693-0121
7078691 +Pioneer Biomedical, Inc., 5004 W. 112th Terrace, Leawood, KS 66211-1777
7079007 Pioneer Biomedical, Inc., 5004 W. 112th Terrace, Shawnee Mission, KS 66211-1777
7118649 Pitney Bowes, PO Box 371874, Pittsburgh, PA 15250-7874
7079008 Pitney Bowes, Global Financial Services, LLC, PO Box 371887, Pittsburgh, PA 15250-7887
7078342 Pitney Bowes Purchase Power, PO Box 371874, Pittsburgh, PA 15250-7896
7078694 +Plan B, Inc., 1802 Shipman Drive, San Antonio, TX 78219-2328
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 71061-8685
7078346 Precision Dynamics Corp, PO Box 71549, Chicago, IL 60694-1995
7078347 +Prentiss Stromain, 302 Andrus Street, Marksville, LA 71351-2258
7075313 +Prestige Leasing & Management, 564 N. Eastern Boulevard, Montgomery, AL 36117-2239
7078700 +Professional Anesthesia Network, PO Box 1105, Attn: Keith Zimmerman,
Oakdale, LA 71463-1105
7078348 +Professional Archive Solutions, PO Box 1966, Gonzales, LA 70707-1966
7075314 +Progressive Acute Care Avoyelles, LLC, 2210 7th Street, Suite B, Mandeville, LA 70471-1872
7075315 +Progressive Acute Care Dauterive, LLC, 2210 7th Street, Suite B, Mandeville, LA 70471-1872
7075316 +Progressive Acute Care Oakdale, LLC, 2210 7th Street, Suite B, Mandeville, LA 70471-1872
7075317 +Progressive Acute Care Winn, LLC, 2210 7th Street, Suite B, Mandeville, LA 70471-1872
7079011 +Progressive Acute Care, LLC, 2210 7th Street, Suite B, Mandeville, LA 70471-1872
7078350 +Progressive Waste Solutions, 1515 England Drive, Alexandria, LA 71303-4109
7078703 +Progressive Waste Solutions LA, 1515 England Drive, Alexandria, LA 71303-4109

7079013 +Quality Automatic Door Service Inc., PO Box 1539, Van, TX 75790-1539
7078351 Quill Corporation, PO Box 37600, Philadelphia, PA 19101-0600
7078704 +Quill Corporation, 100 Schelster Road, Lincolnshire, IL 60069-3621
7078705 +R&D Batteries, Inc., PO Box 5007, 3300 Corporate Center Drive, Burnsville, MN 55306-5580
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 39043-0006
7078707 +R.A.S.L. dba Access Radiology, PO Box 60962, New Orleans, LA 70160-0962
7078357 RD Plastics Co, Inc., PO Box 111300, Nashville, TN 37222-1300
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7078368 +RR Donnelley, PO Box 932721, Cleveland, OH 44193-0015
7078714 +RR Donnelley, 111 S. Wacker Drive, Chicago, IL 60606-4304
7078353 +Rabalais Floor Covering, PO Box 274, Cottonport, LA 71327-0274
7075319 +Ralph F. Reeder, Irrevocable Trust, 675 Arrowhead Court, Dakota Dunes, SD 57049-5325
7075320 +Ralph Reeder, Inc., 675 Arrowhead Court, Dakota Dunes, SD 57049-5325
7078355 +Rapides Regional Medical Center, PO Box 30101, 211 Fourth Street,
Alexandria, LA 71301-8421
7078354 +Rapides Regional Medical Center, c/o Tina Dauzat, 1248 Hwy 107,
Center Point, LA 71323-3502
7078356 +Rapides Regional Medical Center, Attn: Cashiering Manager,
8101 W. Sam Houston Parkway S, Suite 100, Houston, TX 77072-5078
7075321 +Raymond Sherman Trust, 4444 Perry Way, Sioux City, IA 51104-1126
7078708 +Regional Medical Rental & Sales, 3003 North MacArthur Drive, Alexandria, LA 71303-4143
7078358 +Reina Imaging, 6107 W. Lou Street, Crystal Lake, IL 60014-7916
7118638 +Reliapath, LLC, 1100 Andre Street, Suite 100, New Iberia, LA 70563-2159
7078359 +Remote Cardiac Services, PO Box 3870, Boston, MA 02241-3870
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 77565-2464
7079014 +Rhein Medical, Inc., 5460 Beaumont Ctr Blvd Ste 500, Tampa, FL 33634-5215
7102969 +Richard (Dick)Hylland, 3500 S. Phillips Avenue, Sioux Falls SD 57105-6839
7079015 Richard A. Rozanski, Wheelis & Rozanski, APLC, PO Box 13199, Alexandria, LA 71315-3199
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7078362 +Rita Quebedeaux, 424 Airport Road, Mansura, LA 71350-4334
7078363 +Riverside Anesthesia, 241 Aimee Drive, Ferriday, LA 71334-9615
7078365 +Robert L. Lunsford, Architect, 6161 Perkins Road, Suite 1-D, Baton Rouge, LA 70808-4119
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 70810-8959
7078713 +Ronald Rollins, PO Box 94, Glenmora, LA 71433-0094
7078367 +Royce Rolls Ringer Company, PO Box 1831, Grand Rapids, MI 49501-1831
7078715 +Ruhof Corp., 393 Sagamore Avenue, Mineola, NY 11501-1919
7075322 +Ryan Meis, 466 Firethorn Trail, Dakota Dunes, SD 57049-5237
7078736 SALT Solutions, 1400 Metcalf Avenue, Overland Park, KS 66223
7100840 +SPOK Inc., 6850 Versar Cntr Ste 420, Springfield VA 22151-4148
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 70605-4308
7078369 Safe Sitter, 8604 Allisonville Road S, Indianapolis, IN 46250-1597
7078735 +Sage, PO Box 404927, Atlanta, GA 30384-4927
7078370 +Salt Solutions, 14400 Metcalf Avenue, Overland Park, KS 66223-2989
7078737 +Sams AC Maintenance Service, PO Box 5376, Alexandria, LA 71307-5376
7075323 +Sarah Powell, 617 Monterey Trail, Dakota Dunes, SD 57049-5278
7079019 +Schindler Elevator Corp., PO Box 93050, Chicago, IL 60673-3050
7079020 +Scott Falconer, Account Recover Manager, Wagner, Falconer & Judd, Fifth Street Towers,
100 South Fifth St, Ste 800, Minneapolis, MN 55402-1203
7079021 +Scott M. Mansfield, Taylor, Porter, Brooks & Phillips, LLP, PO Box 2471,
Baton Rouge, LA 70821-2471
7079022 +Secon, Inc., 825 Kaliste Saloom Rd, Ste 100, Brandywine Office Bldg 1,
Lafayette, LA 70508-4284
7078374 Secure Horizons, PO Box 31353, Salt Lake City, UT 84131-0353
7079023 +Secure Patient Delivery LLC, 10 Olympic Street, Kenner, LA 70065-1017
7078375 +Select Biomedical, 7275 Bush Lake Road, Minneapolis, MN 55439-2023
7078741 +Service Lumber Company, Attn: Renee, 745 Hwy 165 South, Oakdale, LA 71463-3519
7078742 +Service Office Supply, Attn: Candis, 723 Hwy 165 S., Oakdale, LA 71463-3519
7079024 +Sharecor, LLC, 2450 Severn Ave Ste 210, Metairie, LA 70001-6942
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 70809-2129
7079025 +Shelton Properties, LLC, PO Box 1437, Winnfield, LA 71483-1437
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 71483-1437
7075324 +Sheridan Healthcare, of Louisiana. Inc., 1613 N. Harrison Parkway, Suite 200,
Sunrise, FL 33323-2853
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
7078750 Smith & Nephew Endoscopy, PO Box 60333, Charlotte, NC 28260-0333
7078382 Smith & Nephew Orthopaedic, PO Box 951605, Dallas, TX 75395-1605
7097288 +SolarWinds, 7171 Southwest Pkwy Bldg 400, Austin TX 78735-0002
7079029 Solarwinds, Inc., 3711 S. MoPac Exwy Bldg 2, Austin, TX 78746
7078751 +Sound & Communication Systems, PO Box 62246, Lafayette, LA 70596-2246
7079030 #Southern Textile Services, 3121 Masonic Drive, Alexandria, LA 71301-4243
7078383 +Southern Textile Services, LLC, 3119 Masonic Drive, Alexandria, LA 71301-4243
7079031 +Specialty Surgical Instruments, PO Box 759159, Attn: SSI Collections,
Baltimore, MD 21275-9159
7078384 +Spectracorp, 8131 LBJ Freeway, Suite 360, Dallas, TX 75251-1332
7078755 +Spectracorp Technologies Group, 8131 LBJ Freeway Ste 360, Dallas, TX 75251-1332
7078385 +St. Landry EMS, LLC, PO Box 2556, Opelousas, LA 70571-2556
7078386 +St. Romain Oil Company, LLC, PO Box 98, Mansura, LA 71350-0098
7079033 +St. Tammany Parish Sheriff, P.O. Box 1120, Covington, LA 70434-1120
7075327 +St. Tammany Parish Sheriff's Office, 2070 Collins Boulevard, Covington, LA 70433-5670
7075328 +St. Tammany West Chamber of Commerce, 610 Hollycrest Boulevard,
Covington, LA 70433-5001
7078760 +Staples Advantage, Attn: Monica Steinman, 142 Banks Street, Lafayette, LA 70506-1988
7079035 +Star West Labs, LLC, PO Box 428, Elmwood Park, NJ 07407-0428
7078388 +State Farm, PO Box 463, Marksville, LA 71351-0463
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 57049-5312
7075331 +Steve Stokesbary, 627 Arrowhead Court, Dakota Dunes, SD 57049-5325
7078390 +Stonetrust Insurance, 5615 Corporate Boulevard, Suite 700, Baton Rouge, LA 70808-2557
7078391 Streck Laboratories, Inc., PO Box 45625, Omaha, NE 68145-0625
7078763 +Streck Laboratories, Inc., 14306 Industrial Road, Omaha, NE 68144-3334
7078392 +Stryker Endoscopy, c/o Stryker Sales Corporation, PO Box 93276, Chicago, IL 60673-3276
7078393 +Stryker Finance, A Division of Stryker Sales Corporation, 950 Trade Centre Way, Suite 200,
Kalamazoo, MI 49002-0491
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Portage, MI 49002-3672
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 49546-3707
7078395 Stryker Medical, Stryker Sales Corporation, PO Box 93308, Chicago, IL 60673-3308
7078764 Stryker Orthobiologics, PO Box 93213, Chicago, IL 60673-3213
7078765 Stryker Sustainability Solutions, PO Box 841171, Dallas, TX 75284-1171
7078396 Stryker Sustainability Solutions, PO Box 29387, Phoenix, AZ 85038-9387
7079040 +Stryker Sustainability Solutions, 10232 South 51st Street, Phoenix, AZ 85044-5205
7078766 +Stryker/Endoscopy, PO Box 893276, Chicago, IL 60673-0001
7079041 +Stryker/Endoscopy, 5900 Optical Court, Attn: c/o Stryker Sales, San Jose, CA 95138-1400
7078767 Stryker/Instruments, Attn: Jason Pesterfield, PO Box 70119, Chicago, IL 60673-0119
7078768 +Stryker/Medical, PO Box 93308, Chicago, IL 60673-3308
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7079043 +Suddenlink, PO Box 660365, Dallas, TX 75266-0365
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7078397 +Summit Medical, Inc., 815 Northwest Parkway, Suite 100, Saint Paul, MN 55121-1658
7078398 +Superior Lube, LLC, 7285 Hwy 1, Mansura, LA 71350-4207
7078399 Symmetry Surgical, PO Box 759159, Baltimore, MD 21275-9159
7078769 +Synergy Care, 127 West Broad St Ste 850, Lake Charles, LA 70601-4394
7116619 +Synergy Care, Inc., 127 W. Broad St., Ste. 850, Lake Charles, LA 70601-4394
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,
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7079047 +TEI Medical, Inc., 1000 Winter St Ste 4900, Waltham, MA 02451-1482
7078771 +Tacy Medical, Inc., 2386 Shannon Road, Fernandina Beach, FL 32034-5259
7078772 +Tamarac Medical, Inc., 3959 E. Arapahoe Rd, Ste 100, Centennial, CO 80122-2070
7078401 +Tektronix, Inc., 7416 Collection Center Drive, Chicago, IL 60693-0074
7078773 +Tel Com, PO Box 0797, Oakdale, LA 71463-0797
7079048 +Teleflex Medical, PO Box 601608, Charlotte, NC 28260-1608
7078775 +Telehealth Services, PO Box 26627, Raleigh, NC 27611-6627
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 45274-2592
7075334 +Terry C. Landry, Jr., 9213 Interline Avenue, Baton Rouge, LA 70809-1984
7078777 Terumo Medical Corp., PO Box 841733, Dallas, TX 75284-1733
7078778 +The Health Enrichment Network, PO Box 566, Oakdale, LA 71463-0566
7079050 The Jackson Independent, Inc., PO Box 520, Jonesboro, LA 71251-0520
7079051 +The Jena Times, PO Box 3050, Jena, LA 71342-3050
7079052 +The Laundry Center, 429 West Lafayette, Winnfield, LA 71483-3463
7078780 +The Oakdale Journal, 231 E. 6th Avenue, Oakdale, LA 71463-2617

7075335 +The Physicians Trust, LHA Trust Funds, 4646 Sherwood Common Boulevard,
Baton Rouge, LA 70816-4293

7079053 +The Piney Woods Journal, PO Box 190, Dodson, LA 71422-0190

7096335 +The SSI Group, c/o Bill Moore, 4721 Morrison Dr, Mobile AL 36609-3350

7118622 +The SSI Group, Inc., Attn: Cheryl Ramsey, 4721 Morrison Drive, Mobile, AL 36609-3350

7075337 The SSI Group, Inc., PO Box 890987, Charlotte, NC 28289-0987

7119806 The Schumacher Group, of Louisiana, Inc., PO Box 82368, Lafayette, LA 70598-2368

71106876 +The Schumacher Group, c/o Liskow & Lewis, Attn: Joseph P. Hebert, 822 Harding Street,
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7079055 +The Stretcher Pad Co., 580 Liverpool Drive, Valley City, OH 44280-9335

7078405 +Therapy Center of Avoyelles, LLC, PO Box 1170, Marksville, LA 71351-1170

7078782 Thermo Fisher Scientific, PO Box 712480, Cincinnati, OH 45271-2480

7078783 +Tiger Direct, Inc., 7795 West Flagler St Ste 35, Miami, FL 33144-2367

7075338 +Todd & Associates, LLC, 530 E. College Street, Lake Charles, LA 70605-1706

7075339 +Tom Jacobson, 320 Dakota Dunes Boulevard, Apt. 115, Dakota Dunes, SD 57049-5257

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7078784 Toshiba Medical Credit, PO Box 41602, Philadelphia, PA 19101-1602

7078786 +Town of Elizabeth, PO Box 457, Elizabeth, LA 70638-0457

7078406 +Travelers, PO Box 65100, San Antonio, TX 78265-5100

7078407 +Trent McMorris, Sr., c/o Oscar Shoenfelt, III, Oscar Shoenfelt, III, LLC,
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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 71294-0201

7078408 +Tricare Finance Refunds-PGB, PO Box 100279, Columbia, SC 29202-3279

7079057 Tricare PGBA, LLC, Tricare Tefunds, Attn: Tricare South Region, PO Box 100279,
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7079059 +Trinity Sterile, Inc., 201 Kiley Drive, Salisbury, MD 21801-2249

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7078793 +US Micro-Solutions, Inc., 1075 S. Main Street #104, Greensburg, PA 15601-4864

7078794 +US Yellow, PO Box 4308, Jacksonville, FL 32201-4308

7079062 +USA Mobility Wireless, PO Box 660770, Dallas, TX 75266-0770

7078411 +Ultimate Medical Services, Inc., 6004 Hwy 90 East, Lake Charles, LA 70615-4706

7078412 +Ultimate Safety, Inc., 21222 Gathering Oak, San Antonio, TX 78260-3100

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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 55369-6032

7078796 Veolia Environmental Services, PO Box 73709, Chicago, IL 60673-7709

7078797 +Verathon Medical, 20001 North Creek Parkway, Bothell, WA 98011-8218

7078799 Vital Signs, Inc., PO Box 402431, Atlanta, GA 30384-2431

7079064 +Vorizon Labs, PO Box 362, Callicoon Center, NY 12724-0362

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7097295 W.W. Grainger Inc, 7300 N elvina Ave MWX22880175054, Niles IL 60714

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7079076 +WSHS Lady Tiger Softball, Booster Club, 200 Hickory Ridge Road, Winnfield, LA 71483-7031

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7075347 +Wayne Thompson, 17 Heron lane, Mandeville, LA 70471-6739

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7079065 +Welders Equipment, Inc., 1201 W. Park Avenue, Eunice, LA 70535-4327

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7079067 +Winn Community Food Pantry, PO Box 302, Winnfield, LA 71483-0302

7106882 Winn Emergency Group, LLC, c/o Joseph Hebert, POB 52008, Lafayette, LA 70505-2008

7075350 Winn Emergency Group, LLC, PO Box 82368, Lafayette, LA 70598-2368

7079069 +Winn Fuel Services, Inc., 300 West Court Street, Winnfield, LA 71483-2742

7079070 +Winn Parish Enterprise, PO Box 750, Winnfield, LA 71483-0750

7079071 +Winn Parish Sales and Use Tax Department, PO Box 430, Winnfield, LA 71483-0430

7079072 +Winn Parish School Board, PO Box 430, Winnfield, LA 71483-0430

7079073 +Winn Parish Sheriff's Office, 119 W. Main Street #106, Winnfield, LA 71483-3201

7079074 +Winnfield Senior High School, Quarterback Club, PO Box 1028, Winnfield, LA 71483-1028

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

7078807 Xerox Corp., PO Box 80255, Chicago, IL 60680-2555

7078420 Xerox Corporation Copy Center, PO Box 650361, Dallas, TX 75265-0361

7078860 +bioM rieux, Inc., 100 Rodolphe Street, Durham, NC 27712-9402

7078191 eClinical Works, LLC, PO Box 847950, Boston, MA 02284-7950

7118655 +eSolutions, Inc., 8215 W 108th Terrace, Overland Park KS 66210-1661

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: bankruptcy_bpc@lwc.la.gov Jul 29 2016 20:55:04 Louisiana Department of Labor,
Attn: Lorraine Roach, P.O. Box 94094, Baton Rouge, LA 70804-9094

smg +E-mail/Text: bankruptcy_bpc@lwc.la.gov Jul 29 2016 20:55:04
State of Louisiana, Dept. of Labor, Delinquent Accounts Unit, POB 44127,
Baton Rouge, LA 70804-4127

cr +E-mail/Text: bankruptcynotices@tcfef.com Jul 29 2016 20:54:44 TCF Equipment Finance, Inc.,
Gregory A. Payer, 11100 Wayzata Blvd., Suite 801, Minnetonka, MN 55305-5503

7078446 E-mail/Text: ahartwig@tab.com Jul 29 2016 20:56:32 AMES Safety Envelope Co.,
24923 Network Place, Chicago, IL 60673-1249

7078109 E-mail/Text: g20956@att.com Jul 29 2016 20:56:54 AT&T, 85 Annex, Atlanta, GA 30385-0001

7078457 E-mail/Text: g17768@att.com Jul 29 2016 20:54:04 AT&T, PO Box 5019,
Carol Stream, IL 60197-5019

7078455 E-mail/Text: g17768@att.com Jul 29 2016 20:54:03 AT&T, PO Box 105262,
Atlanta, GA 30348-5262

7078454 E-mail/Text: g17768@att.com Jul 29 2016 20:54:04 AT&T, PO Box 105503,
Atlanta, GA 30348-5503

7091056 +E-mail/Text: g17768@att.com Jul 29 2016 20:54:04 AT&T Corp., c/o AT&T Services, Inc.,
Karen A. Cavagnaro-Lead Paralegal, One AT&T Way, Room 3A104, Bedminster, NJ 07921-2693

7075232 E-mail/Text: scott.guidry@acadian.com Jul 29 2016 20:57:19 Acadian Ambulance Service, Inc.,
PO Box 92970, Lafayette, LA 70509-2970

7078432 +E-mail/Text: ar@acumed.net Jul 29 2016 20:56:50 Acumed, LLC,
7995 Collections Center Drive, Chicago, IL 60693-0079

7078434 E-mail/Text: jennifer_w.brown@novartis.com Jul 29 2016 20:56:32 Alcon Laboratories, Inc.,
PO Box 951125, Dallas, TX 75395-1125

7078839 E-mail/Text: sgc@serafy.com Jul 29 2016 20:54:02 American Association of Bioanalysts,
205 West Levee Street, Brownsville, TX 78520-5596

7078447 +E-mail/Text: dcarter@angiodynamics.com Jul 29 2016 20:54:34 AngioDynamics, Inc.,
603 Queensbury Avenue, Queensbury, NY 12804-7619

7078846 +E-mail/Text: acct.s.rec@artel-usa.com Jul 29 2016 20:56:58 Artel, Inc., 25 Bradley Drive,
Westbrook, ME 04092-2013

7078452 E-mail/Text: thaskins@arthrex.com Jul 29 2016 20:54:45 Arthrex, Inc., PO Box 403511,
Atlanta, GA 30384-3511

7078116 +E-mail/Text: dan@avoyellesofficesupply.com Jul 29 2016 20:57:18 Avoyelles Office Supply,
221 N. Main Street, Marksville, LA 71351-2407

7075247 E-mail/PDF: ais.bmw.ebn@americaninfosource.com Jul 29 2016 20:59:56 BMW Financial Services,
Customer Service, PO Box 3608, Dublin, OH 43016-0306

7078127 E-mail/Text: creditdept@baxter.com Jul 29 2016 20:54:44 Baxter Healthcare Corp,
PO Box 730531, Dallas, TX 75373-0531

7078470 E-mail/Text: dgraham@betatechnologyinc.com Jul 29 2016 20:56:51 Beta Technology, Inc.,
PO Box 218686, Houston, TX 77218-8686

7078863 +E-mail/Text: joyce.albert@bsci.com Jul 29 2016 20:56:40 Boston Scientific Corp.,
PO Box 951653, Dallas, TX 75395-1653

7078880 +E-mail/Text: Bankruptcy@cmcs.com Jul 29 2016 20:57:17 CMS Communications,
722 Goddard Avenue, Chesterfield, MO 63005-1100

7118653 +E-mail/Text: bo.britain@cpsi.com Jul 29 2016 20:54:45 CPSI, 6600 Wall Street,
Mobile, AL 36695-4512

7092099 +E-mail/Text: bklaw2@centurylink.com Jul 29 2016 20:56:32 CenturyTel of Cental LA,
1801 California St Rm 900, Denver CO 80202-2609

7078495 E-mail/Text: bklaw2@centurylink.com Jul 29 2016 20:56:32 Centurytel, PO Box 4300,
Carol Stream, IL 60197-4300

7078877 +E-mail/Text: mabell@clcair.com Jul 29 2016 20:54:03 Clarcor Air Filtration Product,
PO Box 404201, Atlanta, GA 30384-4201

7078521 +E-mail/Text: cbsbankruptsy@aol.com Jul 29 2016 20:54:07 Credit Bureau Services,
PO Box 1808, Alexandria, LA 71309-1808

7078172 E-mail/Text: accounting@cresthealthcare.com Jul 29 2016 20:54:35 Crest Healthcare Supply,
PO Box 727, Dassel, MN 55325-0727

7078898 +E-mail/Text: julie.n.taylor@irscounsel.treas.gov Jul 29 2016 20:57:18
District Counsel - IRS, PO Box 30509, New Orleans, LA 70190-0509

7078195 E-mail/Text: credit7@entergy.com Jul 29 2016 20:53:59 Entergy, PO Box 8108,
Baton Rouge, LA 70891-8108

7075268 +E-mail/Text: collections@laborlawyers.com Jul 29 2016 20:54:01 Fisher & Phillips, LLP,
1075 Peachtree Street NE, Suite 3500, Atlanta, GA 30309-3900

7078177 E-mail/Text: ge.legal@ge.com Jul 29 2016 20:54:54 Datex Ohmeda, Inc., PO Box 641936,
Pittsburgh, PA 15264-1936

7078565 E-mail/Text: ge.legal@ge.com Jul 29 2016 20:54:54 GE Medical Systems,
Information Technologies, Attn: Accounts Receiveable, 5517 Collections Center Drive,
Chicago, IL 60693

7078930 +E-mail/Text: h.jones@gi-supply.com Jul 29 2016 20:57:01 GI Supply, Inc.,
200 Grandview Avenue, Camp Hill, PA 17011-1777

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

- 7078561 E-mail/Text: accountsreceivable@g-c.com Jul 29 2016 20:54:35 Garratt Callahan Co.,
50 Ingold Road, Burlingame, CA 94010-2206
- 7078571 E-mail/Text: scd_bankruptcyntices@grainger.com Jul 29 2016 20:54:52 Grainger,
Attn: Dept 867443244, PO Box 419267, Kansas City, MO 64141-6267
- 7078941 +E-mail/Text: BankruptcyNotices@hughes.com Jul 29 2016 20:54:01 Hughes Network Systems,
PO Box 96874, Chicago, IL 60693-6874
- 7075285 E-mail/Text: ipfscollectionsreferrals@ipfs.com Jul 29 2016 20:56:50 IPFS Corporation,
1055 Broadway Boulevard, 11th Floor, Kansas City, MO 64105
- 7078234 E-mail/Text: bankruptcy@interfacesys.com Jul 29 2016 20:56:32 Interface Security Systems,
8339 Solutions Center, Chicago, IL 60677-8003
- 7078945 E-mail/Text: cio.bncmail@irs.gov Jul 29 2016 20:54:14 Internal Revenue Service,
PO Box 7346, Philadelphia, PA 19101-7346
- 7078238 E-mail/Text: bankruptcy2@ironmountain.com Jul 29 2016 20:56:36 Iron Mountaon,
PO Box 915004, Dallas, TX 75391-5004
- 7089019 +E-mail/Text: tcortazzo@bhbmllaw.com Jul 29 2016 20:56:44 Jefferson Sprinkler, Inc.,
c/o Thomas J. Cortazzo, Esq., Baldwin Haspel Burke & Mayer, LLC,
1100 Poydras Street, Suite 3600, New Orleans, LA 70163-3605
- 7078242 +E-mail/Text: tcortazzo@bhbmllaw.com Jul 29 2016 20:56:44 Jefferson Sprinkler, Inc.,
PO Box 129, Gretna, LA 70054-0129
- 7078953 +E-mail/Text: acalabrese@mi.konicaminolta.us Jul 29 2016 20:56:36
Konica Minolta Medical Imaging USA, Inc., 411 Newark Pompton Turnpike,
Wayne, NJ 07470-6657
- 7078606 +E-mail/Text: lhaug@koven.com Jul 29 2016 20:54:07 Koven Technology, Inc.,
12125 Woodcrest Executive Dr Se 320, Saint Louis, MO 63141-5011
- 7078620 +E-mail/Text: ar@lifenethealth.org Jul 29 2016 20:57:18 Lifenet Health, 1864 Concert Drive,
Virginia Beach, VA 23453-1903
- 7075304 E-mail/Text: litigationintake@metlife.com Jul 29 2016 20:57:01 Met Life SBC,
PO Box 804466, Kansas City, MO 64180-4466
- 7078314 +E-mail/Text: scott.guidry@acadian.com Jul 29 2016 20:57:19 National EMS Academy,
Attn: Nems Accts Receivable, 2916 N. University, Building B, Lafayette, LA 70507-4039
- 7078672 +E-mail/Text: julie.n.taylor@irsounsel.treas.gov Jul 29 2016 20:57:18
Office of District Counsel, Internal Revenue Service, POB 30509,
New Orleans LA 70190-0509
- 7078674 +E-mail/Text: ustpreregion05.sh.ecf@usdoj.gov Jul 29 2016 20:54:43
Office of The United States Trustee, 300 Fannin St Ste 3196, Shreveport, LA 71101-3079
- 7075318 E-mail/Text: bankruptcy@unum.com Jul 29 2016 20:53:58 Provident Life & Accident,
Insurance Company, 1 Fountain Square, Suite 1, Chattanooga, TN 37402-1303
- 7078709 E-mail/Text: debtrecoveryreliable@officemax.com Jul 29 2016 20:54:38
Reliable Office Supplies, PO Box 105529, Atlanta, GA 30348-5529
- 7078371 E-mail/PDF: gecsedirecoverycorp.com Jul 29 2016 20:48:53 SAMS Club, PO Box 530981,
Atlanta, GA 30353-0981
- 7078738 +E-mail/Text: cindys@sayesoffice.com Jul 29 2016 20:57:12 Sayes Office Supply,
7603 Hwy 71 South, Alexandria, LA 71302-9272
- 7078376 E-mail/Text: bankruptcydata@bradycorp.com Jul 29 2016 20:54:01
Seton Identification Products, PO Box 95904, Chicago, IL 60694-5904
- 7078749 E-mail/Text: bankruptcy@simplexgrinnell.com Jul 29 2016 20:56:33 Simplex Grinnell, LP,
c/o Mellon Financial, Dept CH 10320, Palatine, IL 60055-0320
- 7078381 E-mail/Text: amyray@simpsonsecurity.com Jul 29 2016 20:56:53 Simpson Security System,
PO Box 12418, Alexandria, LA 71315-2418
- 7118621 E-mail/Text: bankruptcy@stpso.com Jul 29 2016 20:54:38 St. Tammany Parish Tax Collector,
PO Box 608, Covington, LA 70434-0608
- 7079034 +E-mail/Text: Lillian.flatt@standardregister.com Jul 29 2016 20:54:31 Standard Register Co.,
PO Box 840655, Dallas, TX 75284-0655
- 7078387 E-mail/Text: sat_ardept@stanleyworks.com Jul 29 2016 20:54:46 Stanley Access Tech, LLC,
PO Box 0371595, Pittsburgh, PA 15251-7595
- 7082738 E-mail/Text: ridpacer@twc.state.tx.us Jul 29 2016 20:56:52 Texas Workforce Commission,
Regulatory Integrity Division - SAU, Room 556, 101 E. 15th Street, Austin, TX 78778-0001
- 7075343 +E-mail/Text: michelle.hall@upperlinemedia.com Jul 29 2016 20:57:03 Venyu,
7127 Florida Boulevard, Baton Rouge, LA 70806-4549
- 7079077 E-mail/Text: vanessa.adams@xerox.com Jul 29 2016 20:54:35 Xerox Corp., PO Box 650361,
Dallas, TX 75265-0361
- 7110154 E-mail/Text: jrysavvy@zebra.com Jul 29 2016 20:54:02 Zebra Technologies International LLC,
6048 Eagle Way, Chicago, IL 60678-1060
- 7078422 E-mail/Text: bankruptcy@zimmerbiomet.com Jul 29 2016 20:57:12 Zimmer, PO Box 840166,
Dallas, TX 75284-0166
- 7079079 E-mail/Text: bankruptcy@zones.com Jul 29 2016 20:57:01 Zones, Inc., PO Box 34740,
Seattle, WA 98124-1740
- 7118637 +E-mail/Text: nentry@ecorpnet.com Jul 29 2016 20:56:40 eSolutions, Inc.,
401 West Frontier Lane,, Suite 101, Olathe, KS 66061-7250

TOTAL: 67

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- tr DIP
- cr Allen Emergency Group, LLC
- cr Avoyelles Emergency Group, LLC
- intp CHRISTUS Health
- op Garden City Group, LLC
- cr Iberia Emergency Group, LLC

***** BYPASSED RECIPIENTS (continued) *****

cr Iberia Physician Services, LLC
cr Jefferson Sprinkler, Inc.
cr Sheridan Healthcare of Louisiana, Inc.
cr The Schumacher Group of Louisiana, Inc.
cr Winn Emergency Group, LLC
7075329 state of la
cr* +CLECO Corporation, Wheelis & Rozanski, P.O. Box 13199, Alexandria, La 71315-3199
cr* +Mobile Imaging Services, LLC, Wheelis & Rozanski, P.O. Box 13199, Alexandria, LA 71315-3199
cr* +Parallon Business Solutions, LLC, c/o NeunerPate, 1001 W. Pinhook Rd., Suite 200, Lafayette, LA 70503-2451
7078456* +AT&T, 250 South Clinton Street, 4th Floor, Syracuse, NY 13202-1866
7118642* AT&T, PO Box 105262, Atlanta, GA 30348-5262
7078137* ++BLUE CROSS BLUE SHIELD OF LOUISIANA, P O BOX 98029, BATON ROUGE LA 70898-9029
(address filed with court: Blue Cross/Blue Shield of LA, PO Box 98029, Baton Rouge, LA 70898)
7078855* +Baxter Healthcare Corporation, PO Box 730531, Dallas, TX 75373-0531
7078529* +Davol, Inc., PO Box 75767, Charlotte, NC 28275-0767
7078578* Hologic, Inc., 24506 Network Place, Chicago, IL 60673-1245
7118644* +Ishred, PO Box 4058, Covington, LA 70434-4058
7118645* Kentwood, PO Box 660579, Dallas, TX 75266-0579
7118646* Langlinois, Broussard &, Kohlenberg, CPAs, PO Box 1123, Abbeville, LA 70511-1123
7118641* +Lisa R. Chandler, Litigation, & Bankruptcy Recovery Manager, IPFS Corp./Imperial PFS, 30 Montgomery Street, Suite 1000, Jersey City, NJ 07302-3865
7078639* Marketlab, Inc., 3027 Momentum Place, Chicago, IL 60689-5330
7119343* +Mike Hurlburt, 864 E Sawgrass Trail, Dakota Dunes SD 57049-5197
7118647* +Ober, Kale, Grimes & Shiver, 100 Light Street, Baltimore, MD 21202-1643
7118648* +Office Market, 68486 Hwy 59, Mandeville, LA 70471-7738
7085146* OneDOC Managed Print Services LLC, 6505 N.W. 114th Street, Oklahoma City, OK 73162-2928
7078779* The Joint Commission, PO Box 92775, Chicago, IL 60675-2775
7078835 ##+AirClean Systems, Inc., 3248 Lake Woodard Drive, Raleigh, NC 27604-3659
7078128 ##+Bay Medical Products, 12393 Belcher Road #440, Largo, FL 33773-3097
7078466 ##Bay Medical, Inc., 12393 Belcher Road S, Suite 450, Largo, FL 33773-3097
7078135 ##+Blake Zaunbrecher, 166 Hwy 1186, Mansura, LA 71350-5016
7078866 ##+Brit Systems, Inc., 1909 Hi Line Dr Ste A, Dallas, TX 75207-3345
7078514 ##+Compliant Healthcare Technology, 110 Tradition Trail, Holly Springs, NC 27540-7045
7078897 ##+Directory Solutions, Ltd., 336 Union Chapel Road, Fort Wayne, IN 46845-9005
7078572 ##+Gregory M. Savoy, MD, PMC, 1508 Cajun Dr Ste C, Mamou, LA 70554-2400
7078364 ##+Robert Fontenot, 199 Mayeaux Road, Marksville, LA 71351-3948
7078753 ##+Spacelabs Healthcare, LLC, 5150 220th Avenue SE, Issaquah, WA 98029-6834
7078785 ##+Total Energy Solutions, 205 Hwy 96, Broussard, LA 70518-4279
7075342 ##+UMR, PO Box 690450, San Antonio, TX 78269-0450
7078798 ##+Vital Care Reps, Inc., 18470 Thompson Ct Ste 1B, Tinley Park, IL 60477-6774
7075344 ##+Wade Jensen, 429 Riviera Circle, Dakota Dunes, SD 57049-5412

TOTALS: 12, * 19, ## 14

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 31, 2016

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 29, 2016 at the address(es) listed below:

Alan H. Goodman on behalf of Interested Party CHRISTUS Health alan.goodman@bswllp.com,
kathy.moore@bswllp.com
Andrew H. Sherman on behalf of Creditor Committee Official Committee of Unsecured Creditors
for Progressive Acute Care, LLC asherman@sillscummis.com
Armistead M. Long on behalf of Creditor Southern Textile Services, L.L.C.
along@gordonarata.com, sroberts@gordonarata.com
Barbara B. Parsons on behalf of Debtor Progressive Acute Care Avoyelles, LLC
bparsons@steffeslaw.com, akujawa@steffeslaw.com;bparsons@ecf.courtdrive.com
Bradley L. Drell on behalf of Creditor Pharmacy Service of Winnfield, Incorporated
bdrell@goldweems.com, ddrago@goldweems.com;slouviere@goldweems.com
Gail Bowen McCulloch on behalf of U.S. Trustee Office of U. S. Trustee gail.mcculloch@usdoj.gov
George C. Freeman, III on behalf of Creditor Sheridan Healthcare of Louisiana, Inc.
gfreeman@barrassousdin.com
J. Eric Lockridge on behalf of Creditor Committee Official Committee of Unsecured Creditors
for Progressive Acute Care, LLC eric.lockridge@keanmiller.com, Brenda.seneca@keanmiller.com
Joseph P. Hebert on behalf of Creditor Allen Emergency Group, LLC jphebert@liskow.com
Kimberly L. Humbles on behalf of Interested Party Louisiana Department of Health & Hospitals
kimberly.humbles@la.gov
Mark P. Seyler on behalf of Creditor NES Louisiana, Inc. mseylor@barkleythompson.com
Michael H. Piper on behalf of Plaintiff Progressive Acute Care Avoyelles, LLC
mpiper@steffeslaw.com, mpiper@ecf.courtdrive.com;schassaing@steffeslaw.com
Noel Steffes Melancon on behalf of Debtor Progressive Acute Care, LLC nsteffes@steffeslaw.com
Office of U. S. Trustee USTPRegion05.SH.ECF@usdoj.gov
Richard J. Reynolds on behalf of Creditor Global Physicians Network, LLC rreynolds@ahmgt.com
Ronald J. Savoie on behalf of Creditor Doerle Food Services LLC ronnie@jlaw.net,
bob@jlaw.net;konrad@jlaw.net;kincaid@jlaw.net;terry@jlaw.net
Stephen D. Wheelis on behalf of Creditor CLECO Corporation steve@wheelis-rozanski.com
Thomas J. Lutkewitte on behalf of Creditor TCF Equipment Finance, Inc.
tlutkewitte@favretlaw.com
Victoria Viator Theriot on behalf of Creditor Parallon Business Solutions, LLC
ttheriot@neunerpate.com
William E. Steffes on behalf of Debtor Progressive Acute Care Avoyelles, LLC
bsteffes@steffeslaw.com, akujawa@steffeslaw.com;bsteffes@ecf.courtdrive.com

TOTAL: 20