

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:	:	
	:	
ANESTHESIA HEALTHCARE PARTNERS, INC.,	:	Case No. 14-59631-wlh
AHP ASSOCIATES OF TEXAS, P.A.	:	Case No. 14-59632-wlh
AHP OF CENTRAL GEORGIA, P.C.	:	Case No. 14-59633-wlh
AHP OF ILLINOIS, INC.	:	Case No. 14-59634-wlh
AHP OF NORTH CAROLINA, INC.	:	Case No. 14-59635-wlh
AHP OF NORTHWESTERN LOUISIANA, LLC	:	
AHPM OF GEORGIA, INC.	:	Case No. 14-59636-wlh
ANESTHESIA HEALTHCARE PARTNERS OF FLORIDA, INC.	:	Case No. 14-59637-wlh
HBL ANESTHESIA SERVICE, LLC	:	Case No. 14-59639-wlh
MEDFINANCIAL, LLC	:	Case No. 14-59640-wlh
(Jointly Administered under Anesthesia Healthcare Partners, case no. 14-59631)	:	Case No. 14-59641-wlh
	:	

**MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 105, 363(b) AND (f)
APPROVING THE SALE OF CONTRACT RIGHTS AND RELATED ASSETS TO
INNOVATIVE PRACTICE STRATEGIES, LLC, AND TO DISBURSE
CERTAIN PROCEEDS AT TIME OF SALE**

COMES NOW COMES NOW Anesthesia Healthcare Partners, Inc., AHPM of Georgia, Inc., AHP of Central Georgia, P.C., AHP of Northwestern Louisiana, LLC, AHP of North Carolina, Anesthesia Healthcare Partners of Florida, Inc., AHP Associates of Texas, P.A., MedFinancial, LLC, AHP of Illinois, Inc., and HBL Anesthesia Service, LLC (collectively, the “Debtors” and each individually, a “Debtor”) and moves this Court for the entry of an Order by the Court, pursuant to 11 U.S.C. § 363(b) and (f) and Fed. R. Bankr. P. 2002(a)(2), 6004(a), 6004(c), and 9014, approving the sale of the Debtors’ contracts, contractual rights’, and related assets associated with the provision of anesthesia management services by Debtors as more specifically set forth in the asset purchase agreement by and between Innovative Practice Strategies, LLC, Anesthesia Healthcare Partners, Inc., HBL Anesthesia Services, LLC and AHP of Northwestern Louisiana, LLC dated February 5, 2015 attached as Exhibit “A” (the “IPS Agreement”) and authorizing the distribution of certain proceeds at closing; and in support thereof, Debtors show

as follows:

1.

This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and 157(b)(2)(A), and (O). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2.

On May 15, 2014 (the "Petition Date"), Debtors commenced these bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. § 101 et. seq. (the "Bankruptcy Code"). Debtors are operating as debtors-in-possession pursuant to 11 U.S.C. §§1107 and 1108.

BACKGROUND

3.

Each of the Debtors contracts with health care entities such as hospitals, private clinics and ambulatory service centers in their respective geographical areas to provide anesthesia management and/or support services.

4.

The Debtors' sole principal is Mr. Sean M. Lynch. Mr. Lynch has over 40 years of experience operating anesthesia management or holding related health care positions. Mr. Lynch owns 100% of each Debtor and is the CEO or managing member of each of the Debtors.

5.

In total, the Debtors have approximately 38 independent contractor providers and provide services for approximately 14 healthcare facilities.

6.

Debtors' healthcare professionals are compensated as independent contractors under Physician Independent Contractor Professional Services Agreements and Certified Registered Nurse Anesthetists Professional Services Agreements. (the "Provider Agreements")

7.

Debtors' contract with hospitals and other healthcare facilities to provide anesthesia management services pursuant to Agreements for Professional Anesthesia Services ("Site Agreements").

8.

The assets of the Debtor have been pledged to SunTrust Bank, in its capacity as administrative agent for the Lender. The Debtors estimate that the total outstanding principal loan balances as of the Petition Date owing to Lender on its Term Loans total \$4,500,000.00, and on its Revolving Loans total \$4,000,000.00 (hereinafter the "Lender Debt"), in addition to forced penalties and fees imposed by SunTrust in excess of \$100,000.00. Lender has asserted liens upon and security interests (hereinafter the "Lender Lien") against the assets of the Debtors, including accounts receivable owned by the Debtors, and the proceeds thereof, and against Debtors' inventory, equipment and fixtures (hereinafter the "Collateral").

9.

Debtors have a purchaser, Innovative Practice Strategies, LLC (the "Purchaser"), for their rights under certain of the Provider Agreements and Site Agreements. (the "Property") No commission is sought in connection with the proposed sale.

REQUEST FOR RELIEF

10.

Debtors moves the Court for an Order approving the sale of Property pursuant to the IPS Agreement.

11.

The proposed sale of the Property is one not in the ordinary course of business, as provided by 11 U.S.C. § 363(b), and any lien to the extent valid, perfected, enforceable and unavoidable will attach to the proceeds of sale. Each of the entities claiming a lien on the Property has consented to the sale or could be compelled, in a legal or equitable proceeding, to

accept a money satisfaction of such interest. Therefore the Debtors proposes to sell the Property free and clear of all liens as provided by 11 U.S.C. § 363(f)(2)(5).

APPLICABLE AUTHORITY

A. Section 363 (b) Authorizes the Proposed Sale

Section 363 (b)(1) of the Bankruptcy Code provides, in relevant part, that “the Debtors, after notice and hearing, may use, sell, or lease, other than the ordinary course of business, property of the estate.” 11 U.S.C. § 363 (b)(1). Although section 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a Debtors’s assets, in applying this section, courts have required that it be based upon the sound business judgment of the Debtors. *See: In re Chateaugay Corp.*, 973 F.2d. 141 (2d. Cir. 1992)(holding that a judge determining a § 363(b) application must find from the evidence presented before him a good business reason to grant such application); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d. 1063, 1071 (2nd Cir. 1983); *Stephens Indus. v. McClung*, 789 F.2d. 386, 390 (6th Cir. 1986)(holding that “bankruptcy court can authorize a sale of all of a chapter 11 Debtors’s assets under section 363(b) when a sound business purpose dictates such action”). The Debtors submits that the proposed sale reflects a sale within the parameters of the sound business judgment test articulated in the above referenced authorities.

The estate should net approximately \$50,000.00 from the sale for the benefit of the estate. Debtors have articulated sound business purposes for the proposed sale contemplated in the IPS Agreement.

WHEREFORE the Debtors respectfully requests that this Court enter an Order approving the sale of the Property pursuant to the IPS Agreement, authorizing the Debtors to execute all documentation necessary for closing the sale, and granting such other and further relief as is just and proper.

Respectfully submitted this 6th day of February, 2015.

THEODORE N. STAPLETON, P.C.
/s/ Theodore N. Stapleton
Theodore N. Stapleton
Georgia Bar No. 675850

Attorneys for Debtors-In-Possession

Suite 100-B
2802 Paces Ferry Road
Atlanta, Georgia, 30339
Telephone: (770) 436-3334
tstaple@tstaple.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing pleading by facsimile, on the following:

United States Trustee
362 Richard Russell Building
75 Spring Street, S.W.
Atlanta, Georgia 30303

Jesse H. Austin, III, Esq.
King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309-3521

Anesthesia Healthcare Partners, Inc.
3079 Peachtree Industrial Blvd.
Duluth, GA 30097

Robert S. Stroud
Blalock Walters
2 North Tamiami Trail
#408
Sarasota, FL 34236

This 6th day of February, 2015.

/s/ Theodore N. Stapleton
THEODORE N. STAPLETON
Georgia Bar No. 675850

Execution Version

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

**INNOVATIVE PRACTICE STRATEGIES, LLC,
ANESTHESIA HEALTHCARE PARTNERS, INC.,
HBL ANESTHESIA SERVICES, LLC**

and

AHP OF NORTHWESTERN LOUISIANA, LLC

FEBRUARY 5, 2015

Exhibit "A"

983967/2

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of February 5, 2015 (this "Agreement") is entered into by and among **INNOVATIVE PRACTICE STRATEGIES, LLC**, a Florida limited liability company ("Purchaser"), on the one hand; and **ANESTHESIA HEALTHCARE PARTNERS, INC.**, a Nevada corporation, **HBL ANESTHESIA SERVICES, LLC**, a Georgia limited liability company, and **AHP OF NORTHWESTERN LOUISIANA, LLC**, a Louisiana limited liability company (collectively, "Seller"), on the other hand. Purchaser and Seller are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Seller owns and operates two (2) anesthesia practice sites located at (a) 1 Health Circle, Lexington, Virginia, and (b) 385 Bert Kouns Industrial Loop, Bldg. 300, Shreveport, Louisiana (collectively, the "Service Sites," and the business conducted at those Service Sites, the "Business");

WHEREAS, Seller is a party to an Agreement for Professional Anesthesia Services with each ambulatory surgical center or hospital at the Service Sites whereby Seller is the exclusive anesthesia provider at such centers (as set forth on Exhibit A hereto, the "Anesthesia Services Agreements");

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver the Purchased Assets (as defined below) and to assign the Assumed Liabilities (as defined below), and Purchaser desires to purchase, take delivery of, and acquire such Purchased Assets and to assume such Assumed Liabilities, upon the terms and subject to the conditions set forth herein;

WHEREAS, each Seller (including Anesthesia Healthcare Partners, Inc., HBL Anesthesia Services, LLC and AHP of Northwestern Louisiana, LLC) is a chapter 11 debtor-in-possession in a bankruptcy case that is pending in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court"), each of which is being jointly administered under Case No. 14-59631-wlh (the "Bankruptcy Case"); and

WHEREAS, the transactions contemplated by this Agreement (the "Transactions") are subject to the approval of the Bankruptcy Court and will be consummated pursuant to a Sale Order (as defined below) entered in the Bankruptcy Case under Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound, the Parties agree as follows:

1. Definitions.

1.1. Definitions. The following terms, as used herein, have the following meanings:

(a) “Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person.

(b) “Assumed Contracts” means the Anesthesia Services Agreements, the Provider Agreements and those additional contracts and leases set forth on Exhibit B attached hereto.

(c) “Bankruptcy Code” means Title 11 of the United States Code (11 U.S.C. § 101 et seq.), as amended.

(d) “Business Day” means a day other than Saturday, Sunday or other day on which commercial banks in Atlanta, Georgia are authorized or required by Law to close.

(e) “Claim” means a “claim” as defined in Section 101 of the Bankruptcy Code.

(f) “Closing Date” means the date of the Closing.

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

(h) “Cure Costs” means the amounts necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults, under the Assumed Contracts, in each case as of the Closing Date and to the extent required by Section 365 of the Bankruptcy Code or any order of the Bankruptcy Courts. Seller shall be responsible for paying any Cure Costs related to the Assumed Contracts in connection with the Closing.

(i) “Employee” means an individual who, as of the applicable date, is employed by Seller in connection with the Business (but shall not include any Providers who are providing services as independent contractors pursuant to the Provider Agreements).

(j) “General Intangibles” means all intangible assets now owned or hereafter acquired by Seller, including all right, title and interest that Seller may now or hereafter have in or under any Assumed Contract, rights in customer lists, interest in business associations, licenses, Permits (to the extent assignable without the consent of a Governmental Authority), proprietary or confidential information, technical information, procedures, designs, knowledge, know how, software, data bases, data, skill, expertise, experience, processes, rights in models, rights in drawings, and goodwill.

(k) “Governmental Authority” means any federal, state, local, municipal, foreign, supranational or other governmental or quasi-governmental authority

of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, police, regulatory or taxing authority, or arbitral body.

(l) “Health Care Laws” means all Laws relating to: (a) the licensure, certification, qualification or authority to transact business in connection with the provision of, payment for, or arrangement of health benefits or health insurance, including Laws that regulate managed care, Payors, and Persons bearing the financial risk for the provision or arrangement of health care services and, without limiting the generality of the foregoing, the Medicare Program Laws (including Title XVIII of the Social Security Act) and Laws relating to Medicaid programs (including Title XIX of the Social Security Act) and the regulations adopted thereunder including 42 C.F.R. Parts 422 and 423, and the Centers for Medicare and Medicaid Services guidance found in the Medicare Managed Care Manual and the Medicare Prescription Drug Manual; (b) the solicitation or acceptance of improper incentives involving persons operating in the health care industry, including Laws prohibiting or regulating fraud and abuse, patient inducements, patient referrals, or Provider incentives generally or under the following statutes: the Federal anti-kickback law (42 U.S.C. § 1320a-7b) and the regulations promulgated thereunder, the Stark law (42 U.S.C. § 1395nn) and the regulations promulgated thereunder, the Federal False Claims Act (31 U.S.C. §§ 3729, et seq.), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), the Federal Health Care Fraud law (18 U.S.C. § 1347), and any similar state fraud and abuse laws; (c) the administration of health-care claims or benefits or processing or payment for health care services, treatment, or supplies furnished by Providers, including third party administrators, utilization review agents, and persons performing quality assurance, credentialing, or coordination of benefits; (d) coding, coverage, reimbursement, claims submission, billing, and collections related to Payors including government programs or otherwise related to insurance fraud; (e) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; (f) the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their implementing regulations and any Laws governing the privacy, security, integrity, accuracy, transmission, storage, or other protection of information; (g) any state insurance, health maintenance organization or managed care Laws (including Laws relating to Medicaid programs) pursuant to which the Business is required to be licensed or authorized to transact business; (h) state medical business and corporate business of medicine Laws and regulations (including common law), and state professional fee-splitting Laws and regulations (including common law); (i) the Medicare Program Laws; and (j) the Patient Protection and Affordable Care Act (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152) and the regulations promulgated thereunder.

(m) “Inventory” means all inventory of Seller of any kind or nature, whether or not prepaid, and wherever located, held or owned, including all merchandise, goods, raw materials, work in process, semi-finished and finished products, replacement and spare parts, packaging materials, operating supplies and other similar items.

(n) “Knowledge of Seller” or any other similar knowledge qualification in this Agreement means all facts actually known after due inquiry with respect to the matter at hand by any manager, director or officer of Seller and such knowledge as any of the foregoing reasonably should have obtained upon diligent investigation and inquiry into the matter in question.

(o) “Law” means any law, statute, regulation, code, decree, constitution, ordinance, treaty, rule of common law, or Order of, administered or enforced by or on behalf of, any Governmental Authority.

(p) “Lien” means, with respect to any property or asset, any mortgage, lien (statutory or otherwise), pledge, charge, security interest, Claim, encumbrance, right of setoff, restriction, charge, instrument, preference, priority, option, right of first refusal, Tax, or Order of any Governmental Authority, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

(q) “Material Adverse Effect” means any state of facts, change, event, effect or occurrence (when taken together with all other states of fact, changes, events, effects or occurrences) that is or may be reasonably likely to be materially adverse to the financial condition, results of operations, prospects, properties, assets or liabilities (including, without limitation, contingent liabilities) of Seller, the Business or the Purchased Assets taken as a whole, but in each case, excluding any such effect to the extent resulting from or arising in connection with (i) the Transactions or the public announcement thereof, (ii) changes or conditions affecting the industry in which the Business operates, (iii) changes in national or international business, economic, political or social conditions, including the engagement by the United States of America in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America; (iv) changes in financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); or (v) changes in Law.

(r) “Medicare Program Laws” means Title XVIII of the Social Security Act (Pub. L. 74-271, as amended) including the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 and the Medicare Improvements for Patients and Providers Act of 2008, as each has been amended, modified, revised or replaced as well as any final rules and final regulations adopted pursuant to such Acts and any written directives, instructions, guidelines, bulletins, manuals, requirements, policies and standards issued by the Centers for Medicare & Medicaid Services.

(s) “Order” means any award, decision, decree, order, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Governmental Authority.

(t) “Payors” means all health care services plans, health insurers, health maintenance organizations and/or other private or governmental third-party payors.

(u) “Permits” means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like.

(v) “Person” means an individual, corporation, partnership, limited liability company, association, joint venture, trust or other entity or organization, including a Governmental Authority.

(w) “Pre-Closing Tax Period” means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

(x) “Programs” means the Medicare and Medicaid programs, plans or contracts and such other similar federal, state or local reimbursement or governmental programs, plans or contracts, as well as other third-party reimbursement and payment programs, plans or contracts.

(y) “Property Taxes” means all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for any Taxable period.

(z) “Provider Agreements” means those certain agreements with Providers that are set forth on Exhibit C attached hereto, pursuant to which such Providers provide services to the Service Sites in connection with the operation of the Business.

(aa) “Providers” means any Person, including any physician, CRNA or other certified medical professional, providing, involved in the provision of, or providing services in support of the Business.

(bb) “Release” has the meaning set forth in CERCLA.

(cc) “Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority (a “Taxing Authority”) responsible for the imposition of any such tax (domestic or foreign), or (ii) liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

(dd) “WARN Act” means the United States Worker Adjustment and Retraining Notification Act, as amended, and the rules and regulations promulgated thereunder.

1.2. Cross References. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Anesthesia Services Agreements	Recitals
Applicable Employment Legislation	8.1
Apportioned Obligations	9.3
Assumed Liabilities	2.3
Bankruptcy Case	Recitals
Bankruptcy Court	Recitals
Business	Recitals
Closing	2.7
End Date	12.1(b)
Excluded Assets	2.2
Excluded Liabilities	2.4
Good Faith Deposit	2.6(a)
Party or Parties	Preamble
Post-Closing Tax Period	9.3
Purchase Price	2.5(a)
Purchased Assets	2.1
Purchaser	Preamble
Purchaser Advisors	5.2
Sale Order	7.4
Seller	Preamble
Service Sites	Recitals
Taxing Authority	1.1(cc)
Transactions	Recitals
Transfer Taxes	9.2

2. Purchase and Sale.

2.1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller agrees to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, free and clear of any and all Liens (other than Assumed Liabilities) on an “as is, where is” basis and without any representation or warranty (other than those representations and warranties of Seller set forth herein) on the part of Seller as to fitness, merchantability or otherwise, all right, title and interest of Seller as of the Closing Date in and to the following assets, properties, interests and rights of any nature, tangible and intangible, real or personal, wherever located, of Seller related to or used, or held for use, in connection with the operation of the Business now existing or hereafter acquired (but excluding those disposed of after the date of this Agreement in compliance with the terms and conditions of this Agreement), as the same shall exist on the Closing Date, but in all cases excluding the Excluded Assets (the “Purchased Assets”):

- (a) all rights of Seller under the Assumed Contracts (including the Anesthesia Services Agreements and the Provider Agreements);
- (b) all Inventory, to the extent related to the Business;
- (c) all prepayments (including all prepayments and deposits made to third party vendors), deferred assets, refunds, credits or overpayments, to the extent related to the Business;
- (d) all personal property of Seller, to the extent related exclusively or primarily to the Business;
- (e) all General Intangibles associated exclusively or primarily with the Business; and
- (f) all goodwill associated exclusively or primarily with the Purchased Assets.

2.2. Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, the Purchased Assets shall not include any of the following assets, properties or rights (the "Excluded Assets"):

- (a) any of cash and cash equivalents on hand (including all undeposited checks) or in banks or other financial institutions;
- (b) any accounts receivable or other rights to payment that arise from the conduct of the Business prior to the Closing Date;
- (c) any avoidance claims or other causes of action, whether arising under the Bankruptcy Code, applicable state Law or otherwise, and the proceeds thereof, including rights, actions and Claims available to Seller arising under Chapter 5 of the Bankruptcy Code, of whatever kind or nature, and whether asserted or unasserted;
- (d) Seller's corporate seals, stock record books, minute books and organizational documents;
- (e) except for Assumed Contracts, any unexpired lease or executory contract;
- (f) all insurance policies and all claims arising under such policies prior to the Closing, and all credits, premium refunds, proceeds, causes of action or rights thereunder;
- (g) any rights of Seller arising under this Agreement or in connection with the Transactions;

- (h) any asset sold or otherwise disposed of consistent with Section 5.1 hereof prior to the Closing Date;
- (i) any Tax refund or reimbursement due to Seller or its Affiliates;
- (j) all amounts owed to Seller by any one or more of Seller's Affiliates, Employees or Providers;
- (k) any shares of stock, membership interests or other equity interests in Seller; and
- (l) without limitation, all assets arising out of the ongoing litigation referenced in the Statement of Financial Affairs dated June 20, 2014.

2.3. Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the time of the Closing, to assume, pay, perform and discharge, promptly when payment or performance is due or required, the following liabilities and obligations of Seller or the Business (the "Assumed Liabilities"):

- (a) the obligations of Seller under the Assumed Contracts from and after the Closing;
- (b) all obligations and liabilities related to or arising under the Permits that constitute Purchased Assets, but only to the extent such liabilities arise and accrue from and after the Closing; and
- (c) all costs, expenses and liabilities pro-rated to Purchaser as set forth in this Agreement (including Sections 9.2 and 9.3).

2.4. Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Seller of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Seller, including all trade accounts payable outstanding as of the Closing Date and any and all Cure Costs (all such liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities").

2.5. Purchase Price; Allocation of Purchase Price.

(a) In addition to the assumption of the Assumed Liabilities, in consideration for the sale, transfer and delivery of the Purchased Assets, at the Closing, Purchaser shall deliver to Seller an amount equal to Fifty Thousand Dollars and 00/100s (\$50,000.00) (the "Purchase Price") by wire transfer of immediately available federal funds to a bank account (or accounts) as shall be designated in writing no later than one (1) day prior to the Closing Date by Seller to Purchaser, which amount shall be reduced by the amount of the Good Faith Deposit retained by Seller as a credit against the Purchase Price in accordance with Section 2.6(b).

(b) Purchaser and Seller agree that the Purchase Price, applicable Assumed Liabilities and other relevant items shall be allocated in accordance with Schedule 2.5(b) which is in accordance with Section 1060 of the Code and the regulations thereunder. Such allocation shall be binding on Purchaser and Seller for all purposes including the reporting of gain or loss and determination of basis for income tax purposes, and each of the Parties hereto agrees that it will file a statement (on IRS Form 8594 or other applicable form) setting forth such allocation with its federal and applicable state income tax returns and will also file such further information or take such further actions as may be necessary to comply with the treasury regulations that have been promulgated pursuant to Section 1060 of the Code and similar applicable state Laws and regulations.

2.6. Good Faith Deposit.

(a) Simultaneously with the execution of this Agreement, Purchaser shall deposit with Seller's counsel cash in immediately available federal funds by wire transfer to an account or accounts designated by Seller's counsel, in an amount equal to Five Thousand and No/100s Dollars (\$5,000.00) (the "Good Faith Deposit"), to be held in escrow by Seller's counsel in accordance with the terms of this Agreement.

(b) If the Closing is consummated, the Good Faith Deposit shall be paid to Seller as a credit against the Purchase Price.

(c) The Good Faith Deposit shall be paid to Seller as liquidated damages if (i) this Agreement is terminated pursuant to Section 12.1(e) or Section 12.1(g) and Seller is not in breach of this Agreement, or (ii) this Agreement is terminated by Seller pursuant to Section 12.1(b) and any of the conditions of Section 10.3 have not been satisfied. Except as described in the previous sentence, the Good Faith Deposit shall be returned to Purchaser within five (5) Business Days after any termination of the Agreement pursuant to Section 12.1. In the event the Good Faith Deposit is paid to Seller pursuant to this Section 2.6(c), the Good Faith Deposit will be deemed liquidated damages in favor of Seller and not as a penalty; it being agreed that Seller's actual damages are impossible to estimate and that the amount of liquidated damages is a good faith estimate of the actual damages that would be suffered by Seller as a result of a termination of this Agreement pursuant to Section 12.1(b) or Section 12.1(e), and that such liquidated damages shall be in lieu of any other right or remedy of Seller (at law or in equity) and shall constitute the sole and exclusive remedy of Seller whether at law or in equity.

2.7. Closing. The closing (the "Closing") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities shall take place at the offices of Blalock Walters, P.A. in Sarasota, Florida, or remotely by the exchange of signed documents by PDF or other electronic means, no later than five (5) business days after satisfaction of the conditions set forth in Section 10 (other than those requiring a delivery, or the taking of other action, at the Closing), or at such other time or place as Purchaser and Seller may agree.

2.8. Deliveries by Seller. At the Closing, Seller will deliver or cause to be delivered to Purchaser (unless delivered previously) the following:

(a) a duly executed bill of sale (in form and substance reasonably satisfactory to the Parties) from Seller, pursuant to which Seller shall transfer the Purchased Assets to Purchaser;

(b) a duly executed assignment and assumption agreement with respect to the Assumed Contracts and the Assumed Liabilities in a form reasonably acceptable to the Parties;

(c) physical possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon delivery;

(d) an affidavit from Seller, sworn under penalty of perjury and dated as of the Closing Date, in form and substance required under the treasury Laws issued pursuant to Section 1445 of the Code stating that Seller is not a foreign person as defined in Section 1445 of the Code; and

(e) all other documents, instruments and writings reasonably requested by Purchaser to be delivered by Seller at or prior to the Closing pursuant to this Agreement.

2.9. Deliveries by Purchaser. At the Closing, Purchaser will deliver or cause to be delivered to Seller (unless previously delivered) the following:

(a) the Purchase Price less the Good Faith Deposit;

(b) a letter authorizing and directing Seller's counsel to release the Good Faith Deposit to Seller; and

(c) all other documents, instruments and writings reasonably requested by Seller to be delivered by Purchaser at or prior to the Closing pursuant to this Agreement.

2.10. "AS IS" TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 3, THE CONSENT OF A PARTY TO THE CLOSING SHALL CONSTITUTE A WAIVER BY SUCH PARTY OF ANY CONDITIONS TO CLOSING NOT SATISFIED AS OF THE CLOSING DATE, AND FOLLOWING CLOSING SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS, INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS, THE PHYSICAL CONDITION OF ANY PROPERTY COMPRISING A PART OF THE PURCHASED ASSETS OR WHICH IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSIGNED TO

PURCHASER AT THE CLOSING, THE VALUE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE PURCHASED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3. ACCORDINGLY, UPON THE CLOSING DATE, PURCHASER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

3. Representations and Warranties of Seller. Subject to the terms, conditions and limitations set forth in this Agreement, Seller hereby represents and warrants to Purchaser as of the date hereof as follows:

3.1. Organization. Each Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated or organized and has the requisite corporate power and authority to carry on its business as now being conducted. Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary.

3.2. Corporate Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions are within Seller's corporate powers and have been duly authorized by all necessary actions on the part of Seller. Subject to entry by the Bankruptcy Court of the Sale Order in the Bankruptcy Case, this Agreement constitutes a valid and binding agreement of Seller that is enforceable in accordance with its terms.

3.3. Governmental Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby by Seller requires no action by or in respect of, or filing with, any Governmental Authority other than consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court.

3.4. Noncontravention. Subject to entry by the Bankruptcy Court of the Sale Order in the Bankruptcy Case, the execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions do not and will not (a) violate Seller's articles or certificates of incorporation, bylaws, or other equivalent organizational documents, (b) materially violate any applicable Law, (c) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit relating to any Purchased Asset to which any Seller is entitled under any provision of any agreement or other instrument binding upon such Seller except for breaches and defaults referred

to in Section 365(b)(2) of the Bankruptcy Code, or (d) result in the creation or imposition of any Lien on any Purchased Asset, except for Assumed Liabilities or Liens that will be released at or prior to Closing.

3.5. Required Consents. There is no agreement or other instrument binding upon Seller requiring a consent or other action by any Person as a result of the execution, delivery and performance of this Agreement.

3.6. Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending against, or to the Knowledge of Seller, threatened against or affecting, the Purchased Assets before any court or arbitrator or any Governmental Authority.

3.7. Compliance with Laws and Court Orders. Seller is not in violation of any Law applicable to the Purchased Assets or the conduct of the Business.

3.8. Permits. Seller maintains and holds all rights to all Permits that are necessary to permit Seller to lawfully conduct and operate the Business, and to own and use the Purchased Assets, in the manner consistent with the past practices of Seller. Each such Permit is valid and in full force and effect. To the Knowledge of Seller, Seller is in compliance with the terms and requirements of each such Permit. No notice of violation of any Permit has been received from any Governmental Authority and no proceeding is pending or, to the Knowledge of Seller, threatened to revoke or limit any such Permit.

3.9. Sufficiency of and Title to the Purchased Assets. Seller will have at Closing good and marketable title to all of the Purchased Assets, free and clear of all Liens (other than Liens to be satisfied in full or released at or prior to Closing, and the Assumed Liabilities). Upon consummation of the Transactions at the Closing, Purchaser will have acquired good, valid and marketable title in and to each of the Purchased Assets, free and clear of all Liens, other than Assumed Liabilities. The tangible personal property included in the Purchased Assets is in good working order, reasonable wear and tear excepted, except as (individually or in the aggregate) would not reasonably be expected to be material.

3.10. Assumed Contracts. Exhibits A, B and C contains an accurate and complete list of all Anesthesia Services Agreements, Provider Agreements and other Assumed Contracts that are necessary to conduct the Business as currently operated. Each such Assumed Contract is enforceable and is in full force and effect against the Business and to the Knowledge of Seller, each other party thereto, and, will continue to be so enforceable and in full force and effect on identical terms following the consummation of the Transactions contemplated hereby, including, without limitation, automatic renewals of the terms of such Assumed Contracts. The Business is not and, to the Knowledge of Seller, no other party to any such Assumed Contract is in material breach or material violation of, or material default under, or has repudiated any provision of, any such Assumed Contract. Seller has not received any notification from a party to any Assumed Contract regarding Seller's breach or violation of any Assumed Contract or regarding the termination of an Assumed Contract. No party under the Assumed Contracts materially and adversely altered the economic terms of its relationship with the Business or adversely changed the Business's exclusivity or privileges with respect to such party, or notified

the Business in writing of any intention to do any of the foregoing. Seller has delivered to the Purchaser accurate and complete copies of each Assumed Contract, in each case, as amended or otherwise modified and in effect.

3.11. Employees and Providers. Schedule 3.11 hereto contains an accurate and complete list setting forth the name, title, description of position, place of employment, current annual salary, most recent and/or expected bonus, and to the extent applicable, deferred or contingent compensation, severance and other like benefits paid or payable (in cash or otherwise) for the years 2013 and 2014 and any accrued, but unused, vacation and sick time, for each current salaried Employee of Seller or Provider engaged by Seller that is related to maintenance and operation of the Business and the Purchased Assets. The Parties agree that (i) the information disclosed to Purchaser pursuant to the present paragraph is necessary for Purchaser's determination to enter into this Agreement and proceed with the transactions contemplated hereby and for the parties to proceed with the Closing, and (ii) such information will only be used for such purposes for which it was initially collected from or in respect of such Employee or Provider.

3.12. Health Care Compliance. The Business is not or has not been in the past three years, in any material respect, in breach or violation of, or default under, any Health Care Laws applicable to the Business. The Business has not received any written notice or claim with respect to any actual or alleged material non-compliance with any such Health Care Laws.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

4.1. Organization. Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has the requisite corporate power and authority to carry on its business as now being conducted. Purchaser is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary.

4.2. Corporate Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions are within the corporate powers of Purchaser and have been duly authorized by all necessary action on the part of Purchaser. This Agreement constitutes a valid and binding agreement of Purchaser that is enforceable in accordance with its terms.

4.3. Governmental Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions by Purchaser require no action by or in respect of, or filing with, any Governmental Authority other than consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court.

4.4. Noncontravention. Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) conflict with or result in any breach of any provision of the articles or certificate of incorporation or bylaws of Purchaser; (b) require any

filing with, or the obtaining of any permit, authorization, consent or approval of, any Governmental Authority; (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other contract, instrument or obligation to which Purchaser is a party or by which Purchaser or any of its assets may be bound; or (d) violate any Law applicable to Purchaser, excluding from the foregoing clauses (b), (c) and (d) such requirements, violations, conflicts, defaults or rights (i) which would not adversely affect the ability of Purchaser to consummate the Transactions, or (ii) which become applicable as a result of any acts or omissions by, or the status of or any facts pertaining to, Seller.

4.5. Financing. Purchaser has sufficient cash, readily available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it hereunder.

4.6. Litigation. There is no action, suit, investigation or proceeding pending against or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any court or arbitrator or any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

4.7. Certain Fees. Purchaser has not employed any broker, finder, investment banker, or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or the Transactions.

4.8. Inspections; No Other Representations. Purchaser is an informed and sophisticated purchaser, and has engaged expert advisors, experienced in the evaluation and purchase of properties and assets such as the Purchased Assets and assumption of liabilities such as the Assumed Liabilities as contemplated hereunder. Purchaser acknowledges and agrees that the Purchased Assets are being sold on an "as is, where is" basis and Purchaser agrees to accept the Purchased Assets and the Assumed Liabilities in the condition they are in on the Closing Date based on its own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Purchaser acknowledges that Seller makes no representation or warranty with respect to (a) any projections, estimates or budgets delivered to or made available to Purchaser of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future prospects or operations of the Business or (b) any other information or documents made available to Purchaser or its counsel, accountants or advisors with respect to the Business, except as expressly set forth in this Agreement.

5. Covenants of Seller. Seller agrees that:

5.1. Conduct of the Business. Except as may be required or contemplated by this Agreement, from the date hereof until the Closing Date, Seller shall conduct the Business in the ordinary course consistent with past practice and preserve intact its relationships with third parties (including suppliers and customers and the parties to the Assumed Contracts) and keep available the services of the present Employees and Providers. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as may be required or contemplated by this Agreement, Seller will not (except in the ordinary course of business consistent with past practice):

- (a) acquire a material amount of assets from any other Person;
- (b) sell, assign, transfer, convey, pledge, mortgage, lease, license or otherwise dispose of or encumber any of the Purchased Assets, or any interests therein;
- (c) make any material change in its methods of management, marketing, accounting or operating (or practices relating to payments) with respect to the Business;
- (d) take any action that would reasonably be expected to cause the failure of any condition contained in Section 10.2; or
- (e) agree or commit to do any of the foregoing.

5.2. Access to Information and Diligence. Until the Closing Date, Seller shall (a) afford to the officers, employees, attorneys, financial advisors, accountants, financing sources, Affiliates and other representatives of Purchaser (collectively, the "Purchaser Advisors"), reasonable access during normal business hours and upon reasonable advance notice, to the Purchased Assets and Seller's properties, books and records and contracts, including, without limitation, Seller's contracts with Payors; (b) make available to the Purchaser Advisors copies of all such contracts, books and records (including access to existing environmental reports and Seller's contracts with Payors), and other existing documents and data as the Purchaser Advisors may reasonably request, including any financial data filed with the Bankruptcy Court; (c) make available to the Purchaser Advisors during normal business hours and upon reasonable advance notice the appropriate management personnel of Seller, including, without limitation, the Providers and licensed providers providing medical and surgical services at the Service Sites (and shall use commercially reasonable efforts to cause its attorneys, accountants and other professionals to be made available) for discussion of the Business, the Purchased Assets, the Assumed Liabilities and personnel as Purchaser may reasonably request; and (d) facilitate access by Purchaser Advisors to personnel of customers, including facilities, that are counterparties to the Assumed Contracts, as may be reasonably requested by Purchaser; provided, that nothing in this Section 5.2 or otherwise shall require Seller to furnish to the Purchaser Advisors any confidential business information or confidential materials prepared by Seller's financial or legal advisors or any materials to the extent that the disclosure thereof would result in the loss of attorney-client privilege or would result in a violation of Law or breach of an agreement or other obligation.

5.3. Notices of Certain Events. Seller shall promptly notify Purchaser of:

(a) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the Transactions;

(b) any written communication from any Governmental Authority in connection with or relating to the Transactions;

(c) the commencement of any actions, suits, investigations or proceedings relating to Seller or the Business that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.6;

(d) any inaccuracy in any of the representations and warranties of Seller contained herein;

(e) any event that could give rise to a claim for breach or default under any Assumed Contract or any written communication from any party to an Assumed Contract regarding the breach, default or termination of such Assumed Contract.

6. Covenants of Purchaser. Purchaser agrees that:

6.1. Access. On and after the Closing Date, upon reasonable advance notice, Purchaser will afford promptly to Seller and its agents, advisers and representatives reasonable access during normal business hours to Purchaser's properties, books, records, employees, auditors and counsel to the extent necessary for financial reporting and accounting matters, employee benefits matters, the preparation and filing of any Tax returns, reports or forms, the defense of any Tax audit, claim or assessment, the reconciliation of Claims in the Bankruptcy Case or otherwise to enable Seller to address issues arising in connection with or relating to the Bankruptcy Case; provided, however, that any such access by Seller shall not unreasonably interfere with the conduct of the business of Purchaser. Seller will hold, and will use its commercially reasonable efforts to cause their officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning Purchaser or the Business provided to them pursuant to this Section 6.1.

6.2. Insurance. To the extent that any insurance policies of Seller or any of its Affiliates cover any loss, liability, claim, damage or expense relating to any Purchased Assets and such insurance policies continue after the Closing to permit claims to be made thereunder with respect to events occurring prior to the Closing, Purchaser shall cooperate with Seller in submitting and pursuing such claims for the benefit of Seller.

7. Covenants of Purchaser and Seller. Purchaser and Seller agree that:

7.1. Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Purchaser and Seller will use their respective commercially reasonable efforts to

take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws and regulations to consummate the Transactions contemplated by this Agreement. Seller and Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to vest in Purchaser good title to the Purchased Assets free and clear of Liens.

7.2. Public Announcements. Purchaser shall not make any public announcements or statements concerning the Transactions without the prior written consent of Seller. Purchaser acknowledges and agrees that Seller may provide copies of this Agreement to parties in interest in the Bankruptcy Case as required by the court in the Bankruptcy Case or as otherwise required in connection with the Bankruptcy Case. Seller also shall be entitled to file copies of this Agreement with the Bankruptcy Court or as otherwise required by Law and shall be entitled to publish notice of the contemplated Transactions in any newspaper selected by Seller if required by Law or by the court in the Bankruptcy Case.

7.3. Notices. If at any time (a) Purchaser becomes aware of any material breach by Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Seller, or (b) Seller becomes aware of any breach by Purchaser of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Purchaser, the Party becoming aware of such breach shall promptly notify the other Party, in accordance with Section 13.1, in writing of such breach. Upon such notice of breach, the breaching Party shall have ten (10) days to cure such breach prior to the exercise of any remedies in connection therewith, unless the non-breaching Party reasonably determines that such breach is incapable of being cured or would have a material adverse effect on the non-breaching Party, in which case the non-breaching Party may immediately exercise any remedies available to it under this Agreement or otherwise.

7.4. Sale Order. Seller and Purchaser shall each use their commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of a final, non-appealable order (the "Sale Order"), among other things, (a) approving this Agreement, (b) authorizing the sale of the Purchased Assets to Purchaser free and clear of any and all Liens (other than Assumed Liabilities) pursuant to Section 363 of the Bankruptcy Code, (c) authorizing the assignment of the Assumed Contracts to Purchaser pursuant to Section 365 of the Bankruptcy Code, and (d) authorizing the Transactions. Seller and Purchaser shall consult with one another in good faith regarding pleadings that any of them intend to file, or positions any of them intend to take, with the Bankruptcy Court in connection with or that might reasonably affect, the Bankruptcy Court's entry of the Sale Order.

8. Employee Matters.

8.1. Employees. On the Closing Date, Seller shall terminate all Employees (but not Providers), and Purchaser shall be entitled (but shall not be required) to offer employment (commencing on or after the Closing Date) to the Employees on such terms and conditions as Purchaser shall elect in its sole and absolute discretion. Seller shall be solely responsible for any obligations and/or claims under the WARN Act or similar employment Laws in other applicable jurisdictions that might arise on or prior to the Closing, including as a

consequence of the transactions contemplated by this Agreement as a result of the Purchaser's employment offer(s) and/or decision(s) not to employ certain Employees, including providing any notice of layoff or plant closing, as applicable, for any period of notice required by the WARN Act or applicable employment legislation.

9. Tax Matters.

9.1. Tax Cooperation. Purchaser and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of all Tax returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Claim, suit or proceeding relating to any Tax. Seller and Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business.

9.2. Transfer Taxes. Any and all sales, use, transfer or other similar taxes or charges (the "Transfer Taxes") assessed at Closing or at any time thereafter on the transfer of any Purchased Assets shall be paid by Seller. Purchaser and Seller shall reasonably cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

9.3. Property Taxes. All Property Taxes for a Tax period which includes (but does not end on) the Closing Date (collectively, the "Apportioned Obligations") shall be apportioned between Seller, on the one hand, and Purchaser, on the other hand, based on the number of days of such Tax period included in the Pre-Closing Tax Period and the number of days of such Tax period after the Closing Date (with respect to any such Tax period, the "Post-Closing Tax Period"). Seller shall be liable for the proportionate amount of such Property Taxes that is attributable to the Pre-Closing Tax Period, and Purchaser shall be liable for the proportionate amount of such Property Taxes that is attributable to the Post-Closing Tax Period.

9.4. Apportionment. Apportioned Obligations or Transfer Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed, as provided by applicable Law. The paying Party shall be entitled to reimbursement from the non-paying Party in accordance with Section 9.2 and 9.3, as the case may be. Upon payment of any such Apportioned Obligation or Transfer Tax, the paying Party shall present a statement to the non-paying Party setting forth the amount of reimbursement to which the paying Party is entitled under Section 9.2 or 9.3, as the case may be, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. The non-paying Party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of such statement. Any payment not made within such time shall bear interest at the rate per annum equal to the rate of interest announced by JP Morgan Chase N.A. from time to time as its base rate in New York City. Notwithstanding the foregoing, Purchaser may withhold such amounts from the Purchase Price paid at Closing as it reasonably determines may be necessary to satisfy the obligations of Seller pursuant to this Section 9 and pay such amounts on behalf of Seller; provided, however, that the amount of the Purchase Price to be withheld by the Purchaser

shall be consented to in writing by both Seller and its senior secured lender (SunTrust Bank) prior to the Closing (and as a condition to the occurrence of the Closing if any such funds are to be withheld). On or before the date which is ninety (90) days following the Closing Date, Purchaser shall pay to Seller any amounts withheld at Closing pursuant to this Section 9.4 and not previously paid to any Taxing Authority.

10. Closing Conditions.

10.1. Conditions to Obligations of Purchaser and Seller. The obligations of Purchaser and Seller to consummate the Closing are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Order in the Bankruptcy Case, authorizing the Transactions and approving this Agreement and the ancillary agreements contemplated hereby under Sections 105(a) and 363 of the Bankruptcy Code, in form and substance reasonably acceptable to Seller and Purchaser, and as of the Closing Date the Sale Order shall not be stayed, shall be in full force and effect, and shall not have been vacated or reversed.

(b) No injunction, stay or similar Order, issued by any Governmental Authority shall be in effect that restrains, enjoins, stays or prohibits the consummation of the Transactions.

10.2. Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction (or waiver by Purchaser) of the following further conditions:

(a) Seller shall have performed in all material respects all of its obligations, covenants and agreements hereunder required to be performed or complied with by Seller on or prior to the Closing Date;

(b) Seller shall have made all deliveries required of it by Section 2.8;
and

(c) the representations and warranties of Seller contained in this Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct as of such earlier date), with only such exceptions as would not in the aggregate reasonably be expected to have a Material Adverse Effect.

10.3. Conditions to Obligations of Seller. The obligation of Seller to consummate the Closing is subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Purchaser shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date;

(b) Purchaser shall have made all deliveries required of it by Section 2.9; and

(c) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct in all material respects as of such earlier date), with only such exceptions as would not in the aggregate reasonably be expected to have a material adverse effect.

11. Survival; Indemnification.

11.1. Survival. The (a) representations and warranties of Seller, and (b) covenants and agreements of Seller that by their terms are to be performed before Closing, contained in this Agreement or in any certificate or other writing delivered in connection herewith, shall not survive the Closing. The covenants and agreements of Seller contained herein that by their terms are to be performed after Closing shall survive the Closing for such terms.

11.2. Indemnification. Each of Purchaser and Seller agrees to indemnify the other with respect to any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees which are alleged to be due and payable with respect to the Transactions and which are asserted as a result of the actions of the indemnifying party. There shall be no post-Closing indemnification of Purchaser by Seller with respect to any matter not set forth in this Section 11.2.

12. Termination.

12.1. Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of Seller and Purchaser;
- (b) by Seller or Purchaser, if the Closing shall not have been consummated on or before March 15, 2015 (the "End Date"), unless the Party seeking termination is in breach of its obligations hereunder;
- (c) by Seller or Purchaser, if any condition set forth in Section 10.1 is not satisfied, and such condition is incapable of being satisfied by the End Date;
- (d) by Purchaser, if any condition set forth in Section 10.2 has not been satisfied, and such condition is incapable of being satisfied by the End Date;
- (e) by Seller, if any condition set forth in Section 10.3 has not been satisfied, and such condition is incapable of being satisfied by the End Date;

(f) by Purchaser, if Purchaser is not then in material breach of this Agreement and Seller is then in material breach of this Agreement, and such breach remains uncured for ten (10) days after receipt of written notice thereof from Purchaser, or is incapable of being cured, as reasonably determined by Purchaser; or

(g) by Seller, if Seller is not then in material breach of this Agreement and Purchaser is then in material breach of this Agreement, and such breach remains uncured for ten (10) days after receipt of written notice thereof from Seller, or is incapable of being cured, as reasonably determined by Seller;

(h) by Purchaser, if the Sale Order is not entered in form and substance reasonably acceptable to Purchaser on or before March 15, 2015; or

(i) by Purchaser, upon the occurrence of any event having a Material Adverse Effect.

The Party desiring to terminate this Agreement pursuant to this Section 12.1 (other than pursuant to Section 12.1(a)) shall give notice of such termination to the other Party in accordance with Section 13.1.

12.2. Effect of Termination. If this Agreement is terminated as permitted by Section 12.1, such termination shall be without liability of any Party (or any stockholder, director, officer, employee, agent, consultant or representative of such Party) to the other Party to this Agreement except as expressly provided in Section 2.6(c) and this Section 12.2. The provisions of Sections 2.6, 11.2, 12.2, 12.3, 13.1, 13.4, 13.5, 13.6, 13.7, 13.8 and 13.9 shall survive any termination hereof pursuant to Section 12.1.

12.3. Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

12.4. Remedies. Effective as of Closing, Purchaser waives irrevocably any rights and Claims Purchaser may have against Seller, whether in Law or in equity, relating to (i) any breach of representation, warranty, covenant or agreement contained herein and occurring on or prior to the Closing, or (ii) the Purchased Assets, Assumed Liabilities or the Business. Purchaser and Seller acknowledge and agree that if this Agreement is terminated by Purchaser pursuant to Section 12.1, the provisions of Section 12.2 set forth the sole and exclusive remedies of Purchaser.

13. Miscellaneous

13.1. Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including email transmission) and shall be given,

if to Purchaser, to:

Innovative Practice Strategies, LLC

4754 State Road 64 East
Bradenton, Florida 34208
Attention: Bradley J. Wachowiak

Facsimile No.: (941) 866-7320
Telephone No.: (941) 209-4443

with a copy to:

Blalock Walters, P.A.
2 N. Tamiami Trail, Suite 408
Sarasota, Florida 34236
Attention: Robert S. Stroud

Facsimile No.: (941) 745-2093
Telephone No.: (941) 748-0100

if to Seller, to:

Anesthesia Healthcare Partners, Inc.
c/o Carl Marks Advisory Group
900 Third Avenue, 33rd Floor
New York, New York 10022-4775
Attention: F. Duffield Meyercord, CRO

Facsimile No.: (908) 781-6270
Telephone No.: (212) 909-8400

with a copy to:

Theodore N. Stapleton, PC
2802 Paces Ferry Road, Suite 100-B
Atlanta, GA 30339
Attention: Theodore Stapleton

Facsimile No.: (404) 935-5344
Telephone No.: (770) 436-3334

And

King & Spalding LLP
1180 Peachtree Street
Atlanta, GA 30309
Attention: W. Austin Jowers

Facsimile No.: (404) 572-2776
Telephone No.: (404) 572-5131

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

13.2. Waivers. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

13.3. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Party; provided, however, that Purchaser shall, without the obligation to obtain the prior written consent of any other Party to this Agreement, be entitled to assign this Agreement or all or any part of its rights or obligations hereunder to one (1) or more other Persons (it being understood that any such assignment will not relieve Purchaser of its obligations hereunder).

13.4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Florida and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of Law that would provide for application of another Law.

13.5. Jurisdiction.

(a) Prior to the closing of the Bankruptcy Case, except as otherwise expressly provided in this Agreement, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions shall be brought exclusively in the Bankruptcy Court, and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.1 shall be deemed effective service of process on such Party.

(b) Upon the closing of the Bankruptcy Case, except as otherwise expressly provided in this Agreement, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions may be brought in any court having subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Florida, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.1 shall be deemed effective service of process on such Party.

13.6. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

13.7. Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.

13.8. Entire Agreement; Amendments; Counterparts. This Agreement (including the Exhibits hereto) sets forth the entire agreement among the Parties with respect to the subject matter hereof and may be amended only by a writing executed by Purchaser and Seller. This Agreement may be executed in counterparts, each of which when taken together shall constitute an original. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

13.9. Captions, Headings, Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PURCHASER:

INNOVATIVE PRACTICE STRATEGIES, LLC

By: _____

Name: _____

Title: _____

SELLER:

ANESTHESIA HEALTHCARE PARTNERS, INC.

By: _____

Name: _____

Title: _____

HBL ANESTHESIA SERVICES, LLC

By: _____

Name: _____

Title: _____

AHP OF NORTHWESTERN LOUISIANA, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

ANESTHESIA SERVICES AGREEMENTS

EXHIBIT B

ASSUMED CONTRACTS

EXHIBIT C

PROVIDER AGREEMENTS

SCHEDULE 2.5(b)

ALLOCATION OF THE PURCHASE PRICE

SCHEDULE 3.11

EMPLOYEES AND INDEPENDENT CONTRACTORS

EXHIBIT A

ANESTHESIA SERVICES AGREEMENTS

Amended and Restated Agreement for Administrative and Professional Anesthesia Services dated January 1, 2014 between Carilion Stonewall Jackson Hospital and Anesthesia Healthcare Partners, Inc.

Agreement for Professional Anesthesia Services dated March 10, 2009 between Ambulatory Surgery Center of Louisiana, LLC d/b/a Outpatient Surgery Center at The Villages of Bert Kouns and AHP of Northwestern Louisiana, LLC

EXHIBIT B

ASSUMED CONTRACTS

There are no additional assumed contracts.

EXHIBIT C

PROVIDER AGREEMENTS

Carilion Stonewall Jackson Hospital

Certified Registered Nurse Anesthetist Independent Contractor Agreement dated August 1, 2012 between Ageless Anesthesia, P.C. (individually William E. Wheeler, CRNA) and Anesthesia Healthcare Partners, Inc. [Not signed by Ageless Anesthesia, P.C.]

Certified Registered Nurse Anesthetist Independent Contractor Agreement dated August 1, 2012 between Huntsman Anesthesia Inc., M. Jared Huntsman (individually) and Anesthesia Healthcare Partners, Inc. [Not signed by Huntsman Anesthesia, Inc.]

Villages of Bert Kouns

Independent Contractor Agreement for LOCUM TENENS Services dated August 1, 2012 between SJC Anesthesia, Steven Sei Jei Chen, M.D. (individually) and HBL Anesthesia Services, LLC [Not signed by SJC Anesthesia, LLC]

Independent Contractor Agreement for LOCUM TENENS Services dated December 30, 2013 between Tandem Anesthesia, Inc., Sean J. Hintz CRNA (individually) and HBL Anesthesia Services, LLC

Physician Retention Agreement dated June 28, 2012 between Scott F. Cassingham, M.D. and AHP of Northwestern Louisiana, LLC

Independent Contractor Agreement for LOCUM TENENS Services dated July 18, 2014 between Maureen Jacobs, CRNA and HBL Anesthesia Services, LLC.

Independent Contractor Agreement for LOCUM TENENS Services dated July 18, 2014 between Michael Lewis, CRNA and HBL Anesthesia Services, LLC.

Independent Contractor Agreement for LOCUM TENENS Services dated June 30, 2014 between Denise Hintz, CRNA and HBL Anesthesia Services, LLC.

SCHEDULE 2.5(b)

ALLOCATION OF THE PURCHASE PRICE

Provider and Site Contracts/Goodwill \$50,000.00

SCHEDULE 3.11

EMPLOYEES AND INDEPENDENT CONTRACTORS

None.