

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

**IN RE:**

**CIRCULATORY CENTERS OF,  
AMERICA, LLC, et. al.,**

**Debtor.**

**CIRCULATORY CENTERS OF  
AMERICA, LLC, et. al.,**

**Movant,**

**vs.**

**PENNSYLVANIA DEPARTMENT OF  
REVENUE, INTERNAL REVENUE SERVICE,  
FIFTH THIRD BANK, LIN TELEVISION  
CORPORATION, SINCLAIR BROADCAST  
GROUP, INC., WJAC LICENSEE LLC,  
COVIDIEN SALES LLC, TIMBERLINE  
MOB, LLC, MAX MEDIA, GE HFS, LLC,**

**Respondents.**

**Bankruptcy No. 17-22572-GLT**

**Chapter 11**

**(Jointly Administered)**

**Document No.**

**Related to Doc. No.**

**Hearing Date and Time:  
August 31, 2017 at 10:00 a.m.**

**MOTION FOR SALE OF PERSONALTY  
FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES**

**AND NOW**, comes Circulatory Centers of America, LLC, et. al., the Jointly Administered Debtors, by and through their Counsel, Robert O Lampl, John P. Lacher, David L. Fuchs and Ryan J. Cooney, and files this **MOTION FOR SALE OF PERSONALTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES**, as follows:

1. Circulatory Centers of America, LLC, et. al., are the Debtors in the above Chapter 11 Cases which are Jointly Administered and includes:
  - a. Circulatory Centers of America, LLC;
  - b. Circulatory Center of Pennsylvania, Inc.;

- c. Circulatory Center of Ohio, Inc.,
- d. Circulatory Center of West Virginia, Inc., and
- e. Circulatory Centers, P.C.

2. The above-referenced Debtors commenced their Chapter 11 Cases on the following dates:

- a. Circulatory Centers of America, LLC, Bankruptcy Case No. 17-22572-GLT was filed on June 23, 2017;
- b. Circulatory Center of Pennsylvania, Inc., Bankruptcy Case No. 17-22576-GLT was filed on June 23, 2017;
- c. Circulatory Center of Ohio, Inc., Bankruptcy Case No. 17-22575-GLT was filed on June 23, 2016,
- d. Circulatory Center of West Virginia, Inc., Bankruptcy Case No. 17-20211-GLT was filed on January 20, 2017, and
- e. Circulatory Centers, P.C., Bankruptcy Case No. 17-22571-GLT was filed on June 23, 2017.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1334, 28 U.S.C. Section 157 and 11 U.S.C. Section 363.

4. The Debtor owns and uses in its business the assets identified in the attached **EXHIBIT A** ("Personal Property").

5. On May 4, 2017, the Debtors entered into the Asset Purchase Agreement attached hereto as **EXHIBIT B**, with USA Vein Clinics of Chicago, LLC, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing ("Buyer"), whereby the Buyer intends to purchase the Personal Property.

6. The purchase price shall be paid as follows:

a.) Fifty Thousand Dollars (\$50,000.00) hand money is being held in escrow by Robert O Lampl Law Office;

b.) An additional Four-Hundred Fifty Thousand Dollars (\$450,000.00) is to be deposited in escrow upon satisfaction of certain conditions identified in Exhibit B;

c.) The balance of the Purchase Price, (*Two Million Five Hundred Thousand Dollars (\$2,500,000.00)*), less amounts payable to creditors in satisfaction of outstanding liens or charges of the Debtors, including Fifth Third Bank as designated by such creditors in writing, and as approved by the Bankruptcy Court, is to be paid in accordance with Section 1.3 of the Agreement.

7. In order to fully disclose the global transaction between the Debtors, their affiliates and the Buyer, the Buyer is also under Agreement with Circulatory Centers of New York LLP ("CCNY") (an affiliated party to Debtors) to acquire all of the assets of CCNY for One Million Five Hundred Thousand Dollars (\$1,500,000.00). Closing of the CCNY transaction is contingent upon the closing of the instant Agreement between Buyer and Debtors.

8. The Respondents which may hold liens, claims and encumbrances against the Personal Property are as follows:

- a. Internal Revenue Service,
- b. Pennsylvania Department of Revenue,
- c. Fifth Third Bank,
- d. LIN Television Corporation,

- e. Sinclair Broadcast Group Inc.,
- f. WJAC Licensee LLC,
- g. Covidien Sales LLC,
- h. Timberline MOB, LLC,
- i. Max Media, and
- j. GE HFS, LLC

A copy of the UCC search is attached hereto and made a part hereof as **EXHIBIT C**.

9. The Personalty is being sold as-is, where-is.

10. The Debtor believes, and therefore avers, that the proposed sale is fair and reasonable and acceptance and approval of the same is in the best interest of this Estate.

**WHEREFORE**, the Movant respectfully requests that this Honorable Court enter an Order approving the sale of the personalty free and clear of all liens, claims and encumbrances.

Respectfully Submitted,

Date: July 18, 2017

/s/ Robert O Lampl

ROBERT O LAMPL

PA I.D. #19809

JOHN P. LACHER

PA I.D. #62297

DAVID L. FUCHS

PA I.D. #205694

RYAN J. COONEY

PA I.D. #319213

Counsel for the Debtor

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**Respondents.**

**Bankruptcy No. 17-22572-GLT**

**Chapter 11**

**(Jointly Administered)**

**Document No.**

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**Hearing Date and Time:  
August 31, 2017 at 10:00 a.m.**

**CERTIFICATE OF SERVICE**

Robert O Lampl, hereby certifies that on the 18<sup>th</sup> day of July, 2017, a true and correct copy of the foregoing **MOTION FOR SALE OF PERSONALTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES** was served upon the following (*via electronic service and/or First Class U.S. Mail*):

Norma Hildenbrand  
Office of the U.S. Trustee  
1001 Liberty Avenue  
Suite 970  
Pittsburgh, PA 15222

Lisa DiCerbo  
IRS – Office of Chief Counsel  
Moorhead Federal Building, Room 806  
1000 Liberty Avenue  
Pittsburgh, PA 15222  
*(Counsel for the Internal Revenue Service)*

Robert C. Edmundson  
Office of Attorney General  
564 Forbes Avenue  
5<sup>th</sup> Floor, Manor Complex  
Pittsburgh, PA 15219  
*(Counsel for Office of Attorney General – PA Department of Revenue)*

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Bernstein-Burkley, P.C.  
Gulf Tower, Suite 2200  
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*(Counsel for Fifth Third Bank)*

Michael R. Lessa, Esq.  
107 North Commerce Way  
Bethlehem, PA 18017  
*(Counsel for LIN Television Corporation; Sinclair Broadcast Group Inc.,  
WJAC Licensee LLC, Covidien Sales LLC)*

Adam Beane, Esq.  
5013 Pine Creek Drive  
Westerville, OH 43081  
*(Counsel for Timberline MOB, LLC)*

Aubrey E. Loving, Jr., CEO  
Pender and Coward  
222 Central Park Ave., Suite 400  
Virginia Beach, VA 23462  
*(Counsel for Max Media)*

David Varhol, Managing Director  
GE HFS, LLC  
20225 Watertower Blvd.  
Crossroads Corporate Center Xii  
Brookfield, WI 53045  
*(Counsel for GE HFS, LLC)*

Date: July 18, 2017

/s/ Robert O Lampl

ROBERT O LAMPL

PA I.D. #19809

JOHN P. LACHER

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Counsel for the Debtor

960 Penn Avenue, Suite 1200

Pittsburgh, PA 15222

(412) 392-0330 (phone)

(412) 392-0335 (facsimile)

Email: [rlampl@lampllaw.com](mailto:rlampl@lampllaw.com)

**EXHIBIT A****EXHIBIT A****ASSET LIST – Circulatory Centers of America to USA Vein**

All items of personal property, tangible and intangible, used in the business of the Sellers, more fully identified below in Section I) A) ASSETS, and including but not limited to the fixed assets listed below in section II) B) FIXED ASSETS; excluding the assets listed below in Section II) EXCLUDED ASSETS. Assets will be available for further identification by potential bidders by appointment with Seller, upon five (5) days advance notice.

**I) A) ASSETS:**

All tangible and intangible property used or held for use in the ownership or operation of the Business, at the Centers, including all furniture, fixtures, instruments, inventory, office supplies, medical supplies, signage, leasehold improvements, general equipment, medical equipment, computer hardware, computer software, server equipment, telecommunications equipment, telephone and fax numbers, post office boxes, advertising and marketing materials, business plans and other items of tangible and intangible personal property owned by Seller Parties or, to the extent assignable, leased or licensed by Seller Parties, together with any express or implied warranty by the manufacturer, seller or lessor of any item or component part thereof, and all maintenance records and other documents related thereto (including all property described in **Schedule 1.1(a) of the Agreement**);

All books and records, including all information relating to the medical history, examination, diagnosis or treatment of any patient treated in the operation of the Business (the “*Patient Records*”), created or maintained in connection with the Business whether stored in hard copy, electronic or any other medium; provided that the Patient Records shall be transferred and assigned in accordance with the provisions set forth in **Section 4.3** of the Agreement;

All prescription drugs, devices and other items of inventory the ownership of which is reserved to licensed individuals or entities (the “*Pharmaceutical Inventory*”), which shall be transferred in accordance with the provisions set forth in **Section 4.3** of the Agreement;

All contracts, leases, licenses, purchase orders, commitments, or other binding arrangements of any of the Seller Parties relating to the Business, whether written or oral, and all rights therein and thereunder (the “*Contracts*”) that are designated by Buyer Parties at or prior to Closing on **Schedule 1.1(e)** of the Agreement (the “*Assumed Contracts*”);

All intellectual property, web pages, URLs, blogs, social media pages and accounts, email addresses, domain names, websites and content contained therein, trademarks, trade names, business names, service marks, mascots, emblems, logos, letterheads, trade secrets and copyrights including the items listed on **Schedule 1.1(f)** of the Agreement;

All advance payments, prepayments, prepaid expenses, and deposits made by Seller Parties relating to the Purchased Assets, the Centers (as listed on **Schedule 1.1(g)** of the Agreement) or the Business; and

All goodwill associated with the Business, the Centers and the Purchased Assets.

**I) B) FIXED ASSETS**

name	configuration_type	hostname	mac_address	serial_number
Altoona-EMR1	Workstations - Windows	Altoona-EMR1.tcc.local	F0-4D-A2-EA-E3- 0A	2N34TL1
altoona-us3	Workstations - Windows	altoona-us3.tcc.local	60-D8-19-41-EE- 15	JYMS9Q1
Canfield-EMR1	Workstations - Windows	Canfield-EMR1.tcc.local	84-2B-2B-B8-08- 82	BTPZ9P1
Canfield-Rcpt2	Workstations - Windows	Canfield-Rcpt2.tcc.local	00-22-19-12-84-41	B1PPYH1



Canfield-Scan	Workstations - Windows	Canfield-Scan.tcc.local	70-71-BC-10-45-1C	2MD0230HJC
Canton-recpt	Workstations - Windows	Canton-recpt.tcc.local	84-2B-2B-AD-7A-4C	34D88P1
Canton-Scan	Workstations - Windows	Canton-Scan.tcc.local	0C-8B-FD-AF-74-C7	C104TX1 VMware-42 34 fb 37 3a f1 fe 74-3b 55 9b 14 0a b8 f7 7a
CCA-DB1	Servers - Windows	CCA-DB1.tcc.local	00-50-56-B4-4C-FD	VMware-42 34 ac 36 de 2b ba 60-7a 9e 3a e1 15 fa d0 c4
CCA-SERVER	Servers - Windows	CCA-SERVER.tcc.local	00-50-56-3B-37-5D	
cwhite-tblt	Laptop - Windows	cwhite-tblt.tcc.local	AC-81-12-3D-AF-9C	CNU1092ZMX
dharris-tblt DISKSTATION	Laptop - Windows Storage	dharris-tblt.tcc.local diskstation.tcc.local	AC-81-12-79-5A-F8	CNU11903T5
Downtown-RCPT	Workstations - Windows	Downtown-RCPT.tcc.local	84-2B-2B-BE-D6-24	BRJMCP1
Downtown-scan	Workstations - Windows	Downtown-scan.tcc.local	00-26-82-5B-26-9F	MXV01203SS
dszabo-lptp2	Laptop - Windows	dszabo-lptp2.tcc.local	A4-17-31-A5-D0-4D	HX13BW1
eburhenn-tblt	Laptop - Windows	eburhenn-tblt.tcc.local	00-26-82-91-70-A1	CNU042113R
Erie-EMR1	Workstations - Windows	Erie-EMR1.tcc.local	F0-4D-A2-EA-E0-54	FL34TL1
Erie-Scan	Workstations - Windows	Erie-Scan.tcc.local	E0-CB-4E-89-FB-CF	MXV01203T0
esxi	Servers - ESXi	esxi.tcc.local	78-2B-CB-3A-38-BB	6L7GXQ1
esxi3	Servers - ESXi	esxi3.tcc.local	C8-1F-66-B9-DE-D8	8675J02
esxi4	Servers - ESXi	esxi4.tcc.local	C8-1F-66-B9-E2-4C	8684J02
Fairlawn-EMR1	Workstations - Windows	Fairlawn-EMR1.tcc.local	84-2B-2B-AD-7C-BE	34D78P1
Fairlawn-rcpt	Workstations - Windows	Fairlawn-rcpt.tcc.local	00-22-19-12-8B-68	81PPYH1
Fairlawn-US	Workstations - Windows	Fairlawn-US.tcc.local	00-26-82-74-18-C9	2MD0230HJF
FC-EV-SchdLP	Laptop - Windows	FC-EV-SchdLP.tcc.local	9C-B7-0D-B9-40-A8	15816S1
FC-Scan2	Workstations - Windows	FC-Scan2.tcc.local	70-71-BC-10-B4-6A	2MD0230HJ9

FC-scans	Workstations - Windows	FC-scans.tcc.local	E0-CB-4E-9D-03-B1	MXV01203S8
foxparcpt1	Workstations - Windows	foxparcpt1.tcc.local	00-21-70-61-3E-F9	71P85P1
GIRARD-WS-21	Workstations - Windows	girard-ws-21.tcc.local	BC-30-5B-AE-01-03	4R73DP1
GIRARD-WS-22	Workstations - Windows	Girard-WS-22.tcc.local	BC-30-5B-B0-EF-2C	4RX1DP1
Jamestown-rcpt	Workstations - Windows	Jamestown-rcpt.tcc.local	C8-1F-66-AC-43-4C	586ZG02
Jamestown-scan	Workstations - Windows	Jamestown-scan.tcc.local	C8-1F-66-AC-59-20	580WG02
jmahoney-tblt	Laptop - Windows	jmahoney-tblt.tcc.local	00-26-82-E8-F0-1E	CNU12112RR
johnstown-rcpt2	Workstations - Windows	johnstown-rcpt2.tcc.local	C8-1F-66-AB-D9-FB	JJGLFZ1
jschultz-lptp	Laptop - Windows	jschultz-lptp.tcc.local	74-E5-43-AE-AD-6C	362Z9T1
jtown-scan	Workstations - Windows	jtown-scan.tcc.local	C0-F8-DA-27-29-C8	55B95P1
krobson-lptp	Laptop - Windows	krobson-lptp.tcc.local	94-39-E5-0A-58-52	8636MQ1
laptop1	Laptop - Windows	laptop1.tcc.local	0C-8B-FD-D6-D7-79	CHDWXY1
laptop2	Laptop - Windows	laptop2.tcc.local	40-49-0F-73-4B-3D	81MWPC2
lasvestas-pc	Workstations - Windows	lasvestas-pc.tcc.local	64-00-6A-01-06-97	9VTRV52
lcerto2	Laptop - Windows	lcerto2.tcc.local	6C-88-14-BC-2A-D0	R9ZT6P4
LIB-BASE-SRVR	Servers - Windows	lib-base-srvr.tcc.local	00-24-E8-5B-C6-ED	FH1BVH1
Liberty Base Server DRAC	Other		00-24-E8-55-A4-75	3975-3920-7967-4835-1583-9905-89
Liberty-DC1	Servers - Windows	Liberty-DC1.tcc.local	00-15-5D-7A-7A-00	5167-7870-6658-7180-1877-3813-34
Liberty-Utility	Servers - Windows	Liberty-Utility.tcc.local	00-15-5D-7A-7A-04	
LIBERTY-WS32	Workstations - Windows	liberty-ws32.tcc.local	C8-1F-66-07-02-DF	386WBY1
LIBERTY-WS33	Workstations - Windows	liberty-ws33.tcc.local	C8-1F-66-07-02-CF	387TBY1
LIBERTY-WS35	Workstations - Windows	liberty-ws35.tcc.local	C8-1F-66-15-27-E0	GN66BZ1

LIBERTYSYNOLOGY	Storage	libertysynology.tcc.local		
			AC-81-12-79-0F-1B	CNU11903KG
llang-tblt	Laptop - Windows	llang-tblt.tcc.local		
			B8-AC-6F-47-6B-0B	458CNM1
Lorain-Rcpt	Workstations - Windows	Lorain-Rcpt.tcc.local		
			5C-F9-DD-E5-F3-1D	FLG27Y1
Lorain-Scan	Workstations - Windows	Lorain-Scan.tcc.local		
			E8-2A-EA-24-0A-77	R901TGVB
marketing-lptp1	Laptop - Windows	lptp1.tcc.local		
			00-26-82-92-D5-87	CNU04212LP
mfoxt-tblt	Laptop - Windows	mfoxt-tblt.tcc.local		
	Workstations - Windows		F8-BC-12-5F-EF-33	69ZXP02
mgalbincea-pc	Workstations - Windows	mgalbincea-pc.tcc.local		
			88-9F-FA-55-2D-A6	2RZJ9P1
Middleburg-EMR1	Workstations - Windows	Middleburg-EMR1.tcc.local		
			00-22-19-12-8B-69	61PPYH1
Middleburg-Rcpt	Workstations - Windows	Middleburg-Rcpt.tcc.local		
			00-26-82-74-17-53	2MD02407XD
middleburg-scan	Workstations - Windows	middleburg-scan.tcc.local		
			EC-55-F9-57-B2-0F	JOP85P1
monroe-emr2	Workstations - Windows	monroe-emr2.tcc.local		
			00-25-64-92-79-12	5GJ0FK1
Monroe-rcpt	Workstations - Windows	Monroe-rcpt.tcc.local		
			E0-CB-4E-9D-03-63	MXV01203SV
monroe-scan	Workstations - Windows	monroe-scan.tcc.local		
			70-71-BC-16-75-09	2MD0240032
Monroe-Scan2	Workstations - Windows	Monroe-Scan2.tcc.local		
			AC-81-12-79-23-73	CNU1181VDO
morg-skype-ltp	Laptop - Windows			
MORGTOWN-EVLA	Workstations - Windows	MORGTOWN-EVLA.tcc.local		
			1C-65-9D-FD-A9-7A	DM34TL1
Morgtown-Rcpt	Workstations - Windows	Morgtown-Rcpt.tcc.local		
			00-25-64-C4-B1-18	BZKKPL1
Morgtown-scan	Workstations - Windows	Morgtown-scan.tcc.local		
			00-26-82-74-18-B5	2MD0230HJG
Morgtown-scan2	Workstations - Windows	Morgtown-scan2.tcc.local		
			54-35-30-5B-2A-44	57XCDY1
nsalvage-tblt	Laptop - Windows	nsalvage-tblt.tcc.local		
			AC-81-12-43-FD-C1	CNU110244B
oldlyme-emr2	Workstations - Windows	oldlyme-emr2.tcc.local		
			00-21-70-61-54-89	8S095P1
oldlyme-US	Workstations - Windows	oldlyme-US.tcc.local		
			00-21-70-61-50-26	9S095P1
PGH-DC1	Servers - Windows	PGH-DC1.tcc.local		
			00-50-56-B4-03-30	VMware-42 34 fb 23 74 a7 b1 ea-9d

				5c 78 7d cf 4a 28 8c
PGH-DC2	Servers - Windows	PGH-DC2.tcc.local	00-50-56-B4-7C-C3	VMware-42 34 01 01 2e 3f 35 87-32 bf 63 18 d2 a1 49 82
PGH-UTILITY2	Servers - Windows	pgh-utility2.tcc.local	00-50-56-B4-52-78	VMware-42 34 a2 0e 69 4d 8c d2-61 dc a8 cd e4 42 b8 9c
pgroat-lptp	Laptop - Windows	pgroat-lptp.tcc.local	38-59-F9-41-09-08	G01HLQ1
POLTYS-SERVER	Other	polty-s-server		
Polty-s-Server	Workstations - Windows	Polty-s-Server	00-50-56-B4-0D-49	VMware-42 34 16 21 a4 9c e9 94-7d 78 af 96 ce fa de b5
RDS	Servers - Windows	RDS.tcc.local	00-50-56-B4-4A-16	VMware-56 4d fa 33 54 1e 3e a2-6b f0 69 41 b1 20 7c e0
RDS-Utility	Servers - Windows	RDS-Utility.tcc.local	00-50-56-B4-4B-E0	VMware-42 34 9d db 3c 78 37 e4-91 78 65 c7 19 d5 15 2a
RDS2	Servers - Windows	RDS2.tcc.local	00-50-56-B4-53-32	VMware-56 4d 7f c7 b0 8b 07 f8-b2 84 87 3c b8 43 fe 08
RDS3	Servers - Windows	RDS3.tcc.local	00-50-56-B4-62-C7	VMware-42 34 e0 cf 5a 74 a4 ab-70 36 27 94 20 c3 76 af
rmusson-tblt	Laptop - Windows	rmusson-tblt.tcc.local	00-26-C7-68-19-34	CNU0283BBH
Rob-Rcpt-In	Workstations - Windows	Rob-Rcpt-In.tcc.local	F8-BC-12-65-92-25	27NDDY1
Rob-Rcpt-Out	Workstations - Windows	Rob-Rcpt-Out.tcc.local	00-21-70-61-36-69	FGK85P1
Robinson-US	Workstations - Windows	Robinson-US.tcc.local	00-26-82-5B-2A-BA	MXV01203T3
SCollege-EMR1	Workstations - Windows	SCollege-EMR1.tcc.local	F0-4D-A2-EA-E0-18	6Y74TL1
shellock-lptp	Laptop - Windows	shellock-lptp.tcc.local	68-A3-C4-92-78-0F	1LSV1Q1
SHills-Scan	Workstations - Windows	SHills-Scan.tcc.local	E0-CB-4E-9C-30-C5	MXV01203SR
shparcpt1	Workstations - Windows	shparcpt1.tcc.local	00-21-70-61-3E-9E	81P85P1

Somerset-Rcpt	Workstations - Windows	Somerset-Rcpt.tcc.local	F0-4D-A2-EA-E1- 3D	DY74TL1
Somerset-US2	Workstations - Windows	Somerset-US2.tcc.local	00-21-70-61-4C- C6	48X85P1
StateColl-Scan	Workstations - Windows	StateColl-Scan.tcc.local	00-26-82-5B-2C- 35	MXV01203SB
TBLT003	Laptop - Windows	TBLT003.tcc.local	AC-81-12-3D-AF- 92	CNU1092ZMY
TBLT007	Laptop - Windows	TBLT007.tcc.local	AC-81-12-79-57- 29	CNU1181VP6
TBLT009	Laptop - Windows	TBLT009.tcc.local	64-31-50-6C-7D- 3F	CNU0492MRZ
TBLT011	Laptop - Windows	TBLT011.tcc.local	AC-81-12-43-FD- C2	CNU110243Q
TBLT014	Laptop - Windows	TBLT014.tcc.local	A0-88-B4-DF-71- E8	2CE13505D9
tblt016	Laptop - Windows	tblt016.tcc.local	20-10-7A-36-0E- 3D	2CE20800HS
TBLT018	Laptop - Windows	TBLT018.tcc.local	20-10-7A-36-0E- 2D	2CE20800HT
TBLT019	Laptop - Windows	TBLT019.tcc.local	AC-81-12-3D-91- DE	CNU1092ZN6
TBLT020	Laptop - Windows	TBLT020.tcc.local	20-10-7A-36-0C- 5C	2CE20800HQ
TBLT021	Laptop - Windows	TBLT021.tcc.local	20-10-7A-36-05- C0	2CE20800HP
TBLT024	Laptop - Windows	TBLT024.tcc.local	AC-81-12-43-FD- C0	CNU110244M
tblt029	Laptop - Windows	tblt029.tcc.local	AC-81-12-44-49- 9A	CNU110243M
tblt033	Laptop - Windows	tblt033.tcc.local	60-67-20-C4-9C- 54	2CE245087X
tblt034	Laptop - Windows	tblt034.tcc.local	00-26-C7-68-58-2E	CNU0283B4P
tblt035	Laptop - Windows	tblt035.tcc.local	10-0B-A9-17-3C- D0	USH217A09Z
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tblt042	Laptop - Windows	tblt042.tcc.local	20-10-7A-C1-78- 9C	2CE3082BPS
tblt043	Laptop - Windows	tblt043.tcc.local	20-10-7A-AC-8D- 62	2CE3071FY4
tblt045	Laptop - Windows	tblt045.tcc.local	08-11-96-12-24-E4	2CE13710W8

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TBLT055	Laptop - Windows	TBLT055.tcc.local	84-3A-4B-AC-56- 7E	R9XVWBE
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tblt057	Laptop - Windows	tblt057.tcc.local	A0-88-B4-DF-47- F4	
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tblt060	Laptop - Windows	tblt060.tcc.local	10-0B-A9-36-55- E8	2CE20229JH
tblt061	Laptop - Windows	tblt061.tcc.local	00-26-82-91-10- 0A	CNU0324N04
tblt063	Laptop - Windows	tblt063.tcc.local	E0-9D-31-35-28- 38	Q4200917
tblt064	Laptop - Windows	tblt064.tcc.local	E0-9D-31-35-23- 1C	Q4200907
tblt066	Laptop - Windows	tblt066.tcc.local	E0-9D-31-5B-C5- 58	Q4200999
TBLT067	Laptop - Windows	TBLT067.tcc.local	C4-D9-87-4E-C6- 86	1RP6WZ1
tblt068	Laptop - Windows	tblt068.tcc.local	E0-9D-31-64-60- C4	Q4300230
tblt070	Laptop - Windows	tblt070.tcc.local	E0-9D-31-64-5D- 10	Q4300245
tblt071	Laptop - Windows	tblt071.tcc.local	AC-81-12-43-FD- BA	CNU110243F
tblt072	Laptop - Windows	tblt072.tcc.local	E0-9D-31-86-02- 24	Q4501150
tblt073	Laptop - Windows	tblt073.tcc.local	A0-A8-CD-99-B4- 43	Q4901455
tblt073	Laptop - Windows	tblt065.tcc.local	E0-9D-31-35-10- 64	Q4200905
tblt074	Laptop - Windows	tblt074.tcc.local	A0-A8-CD-99-F7- 5A	Q4901454
tblt077	Laptop - Windows	tblt077.tcc.local	AC-81-12-31-79- 16	CNU1042KBM
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tblt080	Laptop - Windows	tblt080.tcc.local	AC-81-12-79-5B- 09	CNU1190BKN

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tblt084	Laptop - Windows	tblt084.tcc.local	00-26-82-90-EE-18 10-0B-A9-D2-E5- 2C	CNU0324NGK USH218A33L
TBLT085	Laptop - Windows	TBLT085.tcc.local	AC-81-12-79-56- CF	CNU11903QX
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tcelli-dsktp	Workstations - Windows	tcelli-dsktp.tcc.local	00-26-82-90-AA- 75	CNU0324N1N
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Utility	Servers - Windows	Utility.tcc.local	00-50-56-B4-4B- DF	VMware-56 4d eb 53 2a bb 50 38-ad 4e 3d 1a 94 a3 31 d1
VCENTER	Servers - Windows	vCenter.tcc.local	00-0C-29-A3-31- D1	
Warren-EMR1	Workstations - Windows	Warren-EMR1.tcc.local	88-9F-FA-8E-54-F8	4CWXPB1
Warren-Scan	Workstations - Windows	Warren-Scan.tcc.local	E8-B1-FC-57-21-96	CLQXQ22
wexford-emr1	Workstations - Windows	wexford-emr1.tcc.local	00-21-70-61-46-79	B7X85P1
Wexford-Rcpt	Workstations - Windows	Wexford-Rcpt.tcc.local	00-22-19-12-8D- 78	91PPYH1
WEXFORD-SCAN	Workstations - Windows	WEXFORD- SCAN.tcc.local	E0-CB-4E-7D-68- ED	3CR0021979
Wexford-Scan2	Workstations - Windows	Wexford- Scan2.tcc.local	70-71-BC-10-B5- EC	2MD02407XC
Wheeling-rcpt	Workstations - Windows	Wheeling-rcpt.tcc.local	5C-F9-DD-E2-E8- 43	5FZZBX1
Wheeling-scan	Workstations - Windows	Wheeling-scan.tcc.local	5C-F9-DD-E2-ED- 05	5G00CX1
Willoughby-Rcpt	Workstations - Windows	Willoughby- Rcpt.tcc.local	84-2B-2B-B8-0D- FE	BTQX9P1
Wooster-Rcpt	Workstations - Windows	Wooster-Rcpt.tcc.local	5C-F9-DD-E8-AB- 4A	GJ32BY1
Wooster-scan	Workstations - Windows	Wooster-scan.tcc.local	5C-F9-DD-E8-2F- B9	GJW4BY1

WS-31	Workstations - Windows	WS-31.tcc.local	A4-1F-72-5A-CD- CE	278LNV1
WS-36	Workstations - Windows	WS-36.tcc.local	C8-1F-66-36-9F-20	9YRJH02
WS-37	Workstations - Windows	WS-37.tcc.local	C8-1F-66-36-A5- 75	9YRNH02
WS-38	Workstations - Windows	WS-38.tcc.local	C8-1F-66-36-9F-3F	9YSHH02
WS-39	Workstations - Windows	WS-39.tcc.local	C8-1F-66-36-AC- 09	9YRLH02
WS-40	Workstations - Windows	WS-40.tcc.local	C8-1F-66-36-AA- D5	9YTKH02
WS-42	Workstations - Windows	WS-42.tcc.local	C8-1F-66-37-72-47	9YTHH02
WS-43	Workstations - Windows	WS-43.tcc.local	C8-1F-66-37-73-28	9YRHH02
WS-45	Workstations - Windows	WS-45.tcc.local	C8-1F-66-36-9E-E9	9YSLH02
WS-49	Workstations - Windows	ws-49.tcc.local	C8-1F-66-34-AA- F4	HWRTF02
WS-50	Workstations - Windows	ws-50.tcc.local	C8-1F-66-32-11-85	HOSTF02
WS-51	Workstations - Windows	ws-51.tcc.local	C8-1F-66-34-14- D4	92STF02
WS-54	Workstations - Windows	ws-54.tcc.local	F8-BC-12-5C-22- CD	300GN02
WS-55	Workstations - Windows	ws-55.tcc.local	B0-83-FE-96-7F-7F	38VG832
WS-56	Workstations - Windows	ws-56.tcc.local	B0-83-FE-96-7B-81	FQTG832
WS-57	Workstations - Windows	ws-57.tcc.local	B0-83-FE-96-87-34	D2LH832
WS-58	Workstations - Windows	ws-58.tcc.local	B0-83-FE-96-79-28	GPTG832
WS-59	Workstations - Windows	ws-59.tcc.local	B0-83-FE-96-79-09	4QTG832
WS-60	Workstations - Windows	ws-60.tcc.local	B0-83-FE-A4-83- 50	18F2C32
WS-61	Workstations - Windows	ws-61.tcc.local	B0-83-FE-A4-8C- E0	9FF2C32
WS-62	Workstations - Windows	WS-62.tcc.local	B0-83-FE-A5-E8- 85	94WQB32
WS-63	Workstations - Windows	ws-63.tcc.local	B0-83-FE-A5-BC- 60	62SQB32
WS-64	Workstations - Windows	ws-64.tcc.local	B0-83-FE-A1-ED- 27	D7RXR52



WS-65	Workstations - Windows	ws-65.tcc.local	B0-83-FE-A1-32- C2	D92RR52
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**II) EXCLUDED ASSETS:**

All cash, cash equivalents and Accounts Receivable;

All amounts payable to Seller Parties by credit card companies for transactions occurring prior to Closing, but settled and paid by such credit card companies after Closing. A schedule of such amounts as of Closing, including the transactions giving rise thereto, shall be delivered by Seller Parties to Buyer Parties by or before April 2017;

All employee benefit plans of Seller Parties and all assets attributable thereto;

Seller Parties corporate seals, organizational documents, minute books, stock books, tax returns, and all other records having to do solely with the corporate organizations of Seller Parties;

Seller Parties' tax identification numbers and provider numbers;

All Contracts related to the Business to which any Seller Party is a party and which are not among the Assumed Contracts; and

All rights that accrue or will accrue to Seller Parties under this Agreement and any other agreement, instrument or certificate executed and delivered in connection with the transactions contemplated by this Agreement (collectively, the "*Transaction Documents*").

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this “*Agreement*”) is entered into as of May 4, 2017 (the “*Effective Date*”) by and among CIRCULATORY CENTERS OF AMERICA, LLC, a Pennsylvania limited liability company, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, THE CIRCULATORY CENTER OF OHIO, INC. an Ohio corporation, THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. a West Virginia corporation, and GEMINI HOLDINGS INC, a Pennsylvania corporation, , (collectively, “*Seller Parties*”) and USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the “*Buyer Parties*”).

A. Seller Parties own and operate and/or manage multiple medical practices that provide phlebology services and management service for phlebology practices (collectively, the “*Business*”) from such locations as listed on Exhibit A attached hereto; and

B. Seller Parties desire to sell and assign to Buyer Parties and Buyer Parties desires to purchase from Seller Parties, the assets used in the operation of the Business, on the terms and subject to the conditions described in this Agreement; and

C. A voluntary petition for relief under Chapter 11 of the Bankruptcy Code (“*Code*”) was filed by THE CIRCULATORY CENTER OF WEST VIRGINIA, INC (“*Debtor*”) in the United States Bankruptcy Court for the Western District of Pennsylvania (the “*Bankruptcy Court*”) which is being administered at Bankruptcy No. 2:17-bk-20211 (“*Bankruptcy Case*”); and

D. The Parties intend to present this Agreement for approval of Bankruptcy Court via Motion for Sale pursuant to Section 363 promptly upon execution.

NOW, THEREFORE, in consideration of the premises and mutual promises made herein, and in consideration of the representations, warranties and covenants contained herein, the parties agree as follows:

**ARTICLE 1  
SALE AND PURCHASE**

1.1 Purchased Assets. Subject to the terms and conditions of this Agreement, Seller Parties shall sell, assign, transfer, convey and deliver to Buyer Parties as designated in writing prior to the closing, and Buyer Parties shall purchase from Seller Parties, all of Seller Parties’ right, title and interest in and to the following assets (collectively, the “*Purchased Assets*”):

(a) All tangible and intangible property used or held for use in the ownership or operation of the Business, at the Centers, including all furniture, fixtures, instruments, inventory, office supplies, medical supplies, signage, leasehold improvements, general equipment, medical equipment, computer hardware, computer software, server equipment, telecommunications equipment, telephone and fax numbers, post office boxes, advertising and marketing materials, business plans and other items of tangible and intangible personal property owned by Seller Parties or, to the extent assignable, leased or licensed by Seller Parties, together with any express or implied warranty by the manufacturer, seller or lessor of any item or component part thereof, and all maintenance records and other documents related thereto (including all property described in Schedule 1.1(a));

**EXHIBIT B**

(b) *Left Intentionally Blank*

(c) All books and records, including all information relating to the medical history, examination, diagnosis or treatment of any patient treated in the operation of the Business (the "*Patient Records*"), created or maintained in connection with the Business whether stored in hard copy, electronic or any other medium; provided that the Patient Records shall be transferred and assigned in accordance with the provisions set forth in Section 4.3;

(d) All prescription drugs, devices and other items of inventory the ownership of which is reserved to licensed individuals or entities (the "*Pharmaceutical Inventory*"), which shall be transferred in accordance with the provisions set forth in Section 4.3 ;

(e) All contracts, leases, licenses, purchase orders, commitments, or other binding arrangements of any of the Seller Parties relating to the Business, whether written or oral, and all rights therein and thereunder (the "*Contracts*") that are designated by Buyer Parties at or prior to Closing on Schedule 1.1(e) (the "*Assumed Contracts*");

(f) All intellectual property, web pages, URLs, blogs, social media pages and accounts, email addresses, domain names, websites and content contained therein, trademarks, trade names, business names, service marks, mascots, emblems, logos, letterheads, trade secrets and copyrights including the items listed on Schedule 1.1(f);

(g) All advance payments, prepayments, prepaid expenses, and deposits made by Seller Parties relating to the Purchased Assets, the Centers (as listed on Schedule 1.1(g) attached hereto) or the Business; and

(h) All goodwill associated with the Business, the Centers and the Purchased Assets.

1.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following assets, properties, contracts, agreements, rights and interests of Seller Parties (collectively, the "*Excluded Assets*") are excluded from the Purchased Assets and shall remain the property of Seller Parties after Closing:

(a) All cash, cash equivalents and Accounts Receivable;

(b) All amounts payable to Seller Parties by credit card companies for transactions occurring prior to Closing, but settled and paid by such credit card companies after Closing. A schedule of such amounts as of Closing, including the transactions giving rise thereto, shall be delivered by Seller Parties to Buyer Parties by or before May 15, 2017;

(c) All employee benefit plans of Seller Parties and all assets attributable thereto;

(d) Seller Parties corporate seals, organizational documents, minute books, stock books, tax returns, and all other records having to do solely with the corporate organizations of Seller Parties;

(e) Seller Parties' tax identification numbers and provider numbers;

(f) All Contracts related to the Business to which any Seller Party is a party and which are not among the Assumed Contracts; and

(g) All rights that accrue or will accrue to Seller Parties under this Agreement and any other agreement, instrument or certificate executed and delivered in connection with the transactions contemplated by this Agreement (collectively, the "*Transaction Documents*").

1.3 Purchase Price. The aggregate consideration for the sale, assignment, transfer and delivery of the Purchased Assets, subject to the prorations and adjustments described herein, is two million five hundred thousand dollars (\$2,500,000) (as adjusted, the "*Purchase Price*"). The Purchase Price shall be paid as follows:

(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties' sole discretion until May 31, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties.

(b) Upon Seller Parties providing written confirmation that (i) Fifth Third bank and other lien holders shall release all of their liens, (ii) suppliers shall not seek to exercise any remedies against inventory, equipment, goodwill and other assets of the Seller Parties that are to be transferred per the Definitive Documents, (iii) all existing Physicians of Seller Parties execute new employment agreements with the Buyer Parties that shall be contingent upon this transaction occurring, (iv) issuance of a final, non-appealable Confirmed Order of Sale in accordance with Bankruptcy Code Section 363 to acquire the Purchased Assets per this Agreement and (v) confirmation that Seller Parties' landlords will allow Buyer Parties' affiliates to assume all existing leases then Buyer Parties shall deposit an additional four hundred and fifty thousand dollars (\$450,000) into said escrow account. The Parties shall use their best efforts in order to secure the confirmations and consents required under this Section 1.3(b) within thirty (30) days of the execution of this Agreement.

(c) At the time of the Closing, Buyer Parties shall pay one million dollars (\$1,000,000.00), including the funds escrowed hereinabove, ("*Cash Purchase Price*") to the Seller Parties or such entity designed by them in writing, *minus* amounts payable to creditors in satisfaction of outstanding liens or charges of the Seller Parties, including to Fifth Third Bank as designated by such creditors in writing, as approved by the Bankruptcy Court.

(d) The remaining portion of the purchase price in the amount of one million five hundred thousand dollars (\$1,500,000.00) may be entirely as an earnout pursuant to the Earnout Agreement attached hereto as Exhibit C.

1.4 No Assumed Liabilities. Buyer Parties shall not assume any liabilities of the Seller Parties. All assets to be transferred pursuant to this Agreement must be transferred free and clear of any liens and security interests. Buyer Parties assumes no obligation and is in no way responsible for paying or performing any other debts, liabilities, obligations, expenses, taxes, contracts or commitments of Seller Parties whether the same are known or unknown, choate or inchoate, disclosed or undisclosed, matured or unmatured, accrued, absolute or contingent ("*Liabilities*"), relating to or arising from the Business, the Purchased Assets, or Seller Parties.

1.5 Retained Liabilities. Buyer Parties shall not assume, and Seller shall pay, perform and discharge when due, any and all Liabilities (including any Liability arising under this Agreement)

(collectively, the “*Retained Liabilities*”). If Buyer Parties determine that Seller’s failure to pay any Retained Liability would be reasonably likely to impair or impede Buyer Parties’ conduct of the Business or otherwise adversely affect Buyer Parties or the Business, then Seller shall provide written notice to Buyer Parties explaining how the failure to make any such payment is likely to have such adverse effect, and if Seller fails to pay such Retained Liability within 45 days, then Buyer Parties or any of its Affiliates, at any time on or after the Closing Date, may make such payments directly to the party to whom payment is due. Upon making such payment and in addition to any other rights or remedies Buyer Parties may have in this Agreement at law or in equity, Seller shall reimburse Buyer Parties for the full amount of Buyer Parties’ payment within five days after Buyer Parties’ delivery of evidence of such payment being made; provided that Buyer Parties may, at its sole discretion, elect to forego such reimbursement rights and instead offset the outstanding balance that may be owed per the earnout structure as contained in Exhibit C for any Retained Liability. Without limiting the generality of the foregoing, the following Liabilities of Seller shall constitute Retained Liabilities:

(a) Liabilities of any type whatsoever (whether in tort, contract or otherwise) relating to or arising from any actions, omissions or occurrences taking place prior to the Closing Date, including with respect to the provision of (or failure to provide) professional medical or health care services;

(b) Liabilities existing as of the Closing Date under any Contract (including any Assumed Contract), whether or not (i) such Contract has been disclosed to Buyer Parties or (ii) such Liability relates to any breach or failure to perform when due any term of such Contract;

(c) Liabilities for indebtedness of any of the Seller Parties, including (i) indebtedness for borrowed money, whether or not evidenced in writing and whether secured or unsecured, (ii) all trade payables, notes payable, accounts payable or similar Liabilities (the “*Accounts Payable* ”), (iii) obligations under conditional sale or other title retention agreements relating to purchased property, (iv) capital lease obligations, (v) guarantees of any indebtedness referred to in clauses (i)-(iv) of Seller Parties or any other individual or entity;

(d) Liabilities relating to or arising from the Excluded Assets;

(e) Liabilities for federal, state or local income, excise, sales, use, property, franchise or other taxes of any Seller Party, including all Liabilities for the payment of any taxes imposed by law on any Seller Party arising at any time from or by reason of the transactions set forth in this Agreement and the other Transaction Documents (collectively, the “*Transactions*”);

(f) Liabilities for all compensation and employee benefits to any Service Provider (as defined in Section 2.15(a) ) including unpaid payroll taxes and expenses, bonuses, termination pay or severance obligations, sick, personal and vacation time, earned or accrued prior to Closing Date;

(g) Liabilities arising from any Seller Party’s failure to provide timely notice or to obtain any third-party consent required prior to or in connection with the execution and delivery of any Transaction Document or the consummation of any of the Transactions;

(h) Liabilities resulting from any violation (or alleged violation) by any Seller Party or any Service Provider, employee, agent or Affiliate of any Seller Party of any law, statute, code, ordinance, regulation or rule, including any of the Health Care Laws (as defined in Section 2.9), of any court or other governmental authority of competent jurisdiction and authority, that relate to or arise from the Purchased Assets, the Centers or the Business prior to the Closing Date; and

(i) Except with respect to the December Refunds, Liabilities, damages, obligations, overpayments, false claims, penalties, fines, assessments, repayments, recoupments, offsets, recoveries, adjustments or similar liabilities of any Seller Party to any federal or state governmental agency, commercial insurer, employer, patient or any other third party that relate to or arise from the provision of, billing for, or failure to provide professional medical or health care services prior to the Closing Date.

1.6 Prorations. At Closing, Buyer Parties and Seller Parties shall prorate, as of the Closing Date, all amounts in which Buyer Parties will become obligated to pay after Closing, and that relate in whole or in part to any period prior to Closing, including any applicable taxes, real estate and personal property lease payments and all other expenses (regardless when due) relating to or arising from the operation or ownership of the Business, the Centers, and the Purchased Assets. Unless the actual amount to be prorated is immediately available, such expenses shall be apportioned between Seller Parties and Buyer Parties based on the number of days of the applicable tax or billing period up to the Closing Date and the number of days of such period after the Closing Date. To the extent the prorated portions are not susceptible to accurate calculation, estimation or apportionment as of the Closing Date, the parties shall cooperate in good faith after the Closing Date to determine the amount, if any, which one party owes the other on account of any prorated expense. Notwithstanding the foregoing, the Retained Liabilities shall be the exclusive obligation and liability of Seller Parties.

1.7 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets for all purposes in the manner set forth in Schedule 1.7. Buyer Parties shall prepare and furnish to Seller Parties an allocation of the purchase price to and among the Purchased Assets. Each of the parties shall make all appropriate tax and other filings, including but not limited to IRS Form 8594, on a basis consistent with such allocation. No party shall take any position (whether in audits, tax returns or otherwise) inconsistent with such allocation without the written consent of the other party unless required to do so by applicable law.

1.8 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place upon occurrence of all of the following:

- (a) A final, non-appealable Confirmed Order of Sale issued by the bankruptcy court in THE CIRCULATORY CENTER OF WEST VIRGINIA, INC in the United States Bankruptcy Court for the Western District of Pennsylvania, Bankruptcy No. 2:17-bk-20211, in accordance with Bankruptcy Code Section 363 upon terms satisfactory to the Buyer Parties sole and unfettered discretion; and
- (b) the conclusion of the Buyer Parties' due diligence but in no event later than July 31, 2017 unless extended by mutual agreement of the parties and with approval of Bankruptcy Court if needed.

Closing shall take place at 960 Penn Ave, Suite 1200, Pittsburgh PA 15222 or at such other place and time as may be mutually agreed to by the parties *provided* that all conditions precedent and other matters required to be completed at or prior to Closing, including those identified in Article 5, are completed on or before such date. Closing shall be deemed to occur and shall be effective as of 11:59 p.m., Eastern Standard Time, on the date of the Closing (the "Closing Date"). All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered. All events occurring at Closing shall be deemed to occur simultaneously on the Closing Date.

1.9 Seller Parties' Closing Deliveries. At Closing, Seller Parties shall deliver, or cause to be delivered, to Buyer Parties:

- (a) A Bill of Sale in substantially the form of **Exhibit B**, duly executed by each of the Seller Parties;
- (b) A counterpart to a Earnout Agreement, duly executed in substantially the form attached as **Exhibit C** (the "*Earnout Agreement*");
- (c) A counterpart to an Assignment and Assumption Agreement, duly executed by individuals of the Seller Parties as Buyer Parties may request (the "*Assignment Agreement* ") in substantially the form of **Exhibit D**;
- (d) An assignment, assumption and amendment of the lease agreement for each of the Centers in a form acceptable to Buyer Parties, duly executed by the applicable landlord and Seller Parties that are party to such lease (collectively, the "*Lease Assignments*");
- (e) A duly executed counterpart to a Noncompetition and Confidentiality Agreement (the "*Noncompetition Agreement*") in substantially the form of **Exhibit E**;
- (f) Buyer Parties and Seller Parties shall have entered into a Transition Services Agreement in substantially the form attached as **Exhibit F** (the "*Transition Services Agreement*").
- (g) A Closing Certificate in substantially the form of **Exhibit G** (a "*Closing Certificate*") certifying that, among other things, all of the representations, warranties, covenants and agreements of Seller Parties contained in this Agreement are true, correct and not breached as of the Closing Date;
- (h) Evidence reasonably satisfactory to Buyer Parties of the release of all liens, security interests, conditions, claims, charges, and restrictions of any kind relating to or encumbering the Purchased Assets or the Business (collectively, the "*Liens*");
- (i) Copies of all consents, authorizations, waivers, and approvals from all governmental and other third parties (under any Contract or otherwise) necessary for Seller Parties to execute, deliver and perform their obligations under this Agreement and the other Transaction Documents and to consummate the Transactions; and
- (j) Copies of such officers' certificates, good standing certificates, corporate approval documents, incumbency certificates and other customary closing documents as Buyer Parties may reasonably request.

1.10 Buyer Parties' Closing Deliveries. At Closing, Buyer Parties shall deliver to Seller Parties:

- (a) The Cash Purchase Price;
- (b) A duly executed counterpart to the Lease Assignments;

- (c) A duly executed counterpart to the Assignment Agreement;
- (d) A duly executed counterpart to the Noncompetition Agreement; and
- (e) A duly executed Closing Certificate.

1.11 Nonassignable Contracts and Authorizations. If any Assumed Contract is not capable of being assigned or transferred without the consent or waiver of a third party (including a governmental authority), and such consent or waiver has not been given by such third party, or if such assignment or transfer or attempted assignment or transfer would constitute a breach thereof or a violation of any law, decree, order, regulation or other governmental edict, this Agreement shall not constitute an actual, effective or attempted assignment or transfer of any such Assumed Contract. Notwithstanding the foregoing, Seller Parties shall be responsible for and shall take any and all commercially reasonable action, at their sole expense, to obtain the consent, approval or waiver of any third party necessary to assign or transfer all of the Assumed Contracts to Buyer Parties.

1.12 Submission for Bankruptcy Court Approval.

(a) One of the Seller Parties has already filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code and such other Seller Parties shall be included in such petition as the parties shall agree. The Seller Parties shall file a motion or motions in a form reasonably acceptable to the Buyer Parties (the "Motions") and supporting papers seeking (i) the entry of the Bidding Procedures Order (including the scheduling of the Auction), (ii) the Bankruptcy Court's approval of this Agreement, each Seller Parties' performance under this Agreement and its Exhibits, and (iii) the entry of the Confirmed Order of Sale, and the Seller Parties shall provide the Buyer Parties with a copy of such documents promptly thereof. The Bidding Procedures Order and the Confirmed Order of Sale may, at the Seller's option, be sought under one combined set of motion papers. All of the parties shall use their respective commercially reasonable efforts to have the Bankruptcy Court enter the Bidding Procedures Order within statutorily minimum period of time following the filing of the motion therefor, to have the Sale Hearing no later than the statutorily minimum number of days after the Seller Parties first file their petition under Chapter 11 of the Bankruptcy Code (the "Petition") and to have the Confirmed Order of Sale entered as a Final Order no later than the statutory minimum number of days after the conclusion of the Sale Hearing. The Seller Parties shall give notice under the Bankruptcy Code of the request for the relief specified in the Motions to all Persons entitled to such notice and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other legal proceedings in the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby. The Seller Parties shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to the Buyer Parties prior to their filing with the Bankruptcy Court for the Buyer Parties' prior review.

(b) The "Bidding Procedures Order" shall mean the order of the Bankruptcy Court in a form reasonably acceptable to the Buyer Parties approving, among other matters (i) implementation in all material respects of the bidding procedures and (ii) payment of the Buyer Parties Expense Reimbursement if the Buyer Parties is not the successful bidder because the Bankruptcy Court approves another party. "Buyer Parties Expense Reimbursement" means the sum of (i) the aggregate amount of the Buyer Parties' reasonable documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisors) incurred by the Buyer after the date of the Confidentiality Agreement in connection with the Buyer Parties' evaluation, consideration and negotiation of a possible transaction with the Seller Parties and in connection with the transactions contemplated hereby, up to a



maximum amount of \$250,000, including any expenses paid on or prior to the Petition Date plus (ii) any fees and expenses of the Escrow Agent paid by Buyer Parties pursuant to the Escrow Agreement.

(c) A list of the Assumed Contracts, including leases, shall be filed as an exhibit to the Sale Motion (or, if required by the Bankruptcy Court, a motion to assume and assign the Assumed Contracts), and shall be described in sufficient detail to provide adequate notice to the non-debtor parties to such Contracts. Upon designation or removal by the Buyer Parties of the Assumed Contracts in accordance with this subsection, the Seller Parties shall add any Assumed Contracts, respectively, to such exhibit to the Sale Motion or remove any Assumed Contracts from such exhibit, as applicable.

(d) Each Seller Parties entity and the Buyer Parties shall consult with one another regarding pleadings which any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, as applicable, the Bidding Procedures Order, the Confirmed Order of Sale, and Vesting Order. Each Seller Parties entity shall promptly provide the Buyer Parties and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that such Seller Parties entity has in its possession (or receives) pertaining to the motion for approval of the Bidding Procedures Order, the Confirmed Order of Sale, and Vesting Order or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to the Buyer Parties and its counsel.

1.13 Overbid Procedures; Adequate Assurance.

(a) The Seller Parties and Buyer Parties acknowledge that this Agreement and the sale of the Purchased Assets are subject Bankruptcy Court approval. The Buyer Parties and the Seller Parties acknowledge that the Seller Parties must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Purchased Assets, including giving notice thereof to the creditors of the Seller Parties and other interested parties, providing information about the Seller Parties to prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an auction (the "Auction").

(b) The bidding procedures to be employed with respect to this Agreement and any Auction shall be those reflected in the Bidding Procedures Order.

(c) Buyer Parties shall provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer Parties of each Assumed Agreement, including leases. Buyer Parties agree that it will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Agreements, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer Parties' representatives available to testify before the Bankruptcy Court.

(d) The Seller Parties and the Buyer Parties agree, and the motion to approve the Bidding Procedures Order shall reflect the fact, that the provisions of this Agreement, are reasonable, were a material inducement to the Buyer to enter into this Agreement and are designed to achieve the highest and best price for the Purchased Assets.

**ARTICLE 2**  
**REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES**

Each Seller Party, jointly and severally, makes the following representations and warranties to Buyer Parties:

2.1 **Organization; Qualification.** All of the entities comprising the Selling Parties are listed in the preamble above, each of which is duly incorporated, validly existing and in good standing under the laws of these entities' respective states of formation and in each other jurisdiction in which the nature of the Business or the character of its assets make such qualification necessary. The applicable entities of the Seller Parties have all requisite power and authority to own, operate, lease and license, as the case may be, the Purchased Assets, and to operate the Business as presently conducted.

2.2 **Ownership.** Ownership listed on Exhibit A are the only owners of the Seller Parties, and except for the securities owned by Owner Parties, there are no issued or outstanding securities, profit-sharing interests or voting interests of any of the Seller Parties, or any agreements, warrants or options to purchase or acquire any portion of the Business, any of the Purchased Assets or any securities in Seller Parties.

2.3 **Authority.** Seller Parties have all requisite power and authority to execute, deliver and perform their respective obligations under each of the applicable Transaction Documents and to consummate the Transactions, subject to approval by the US Bankruptcy Court as outlined in Section 2.6. The execution and delivery of, and performance under, the Transaction Documents and the consummation of the Transactions have been duly authorized by the appropriate persons and governing bodies, of Seller Parties, and no other action, approval or consent on the part of any of the Seller Parties or any third party is necessary to consummate the Transactions or to duly execute, deliver or perform Seller Parties' obligations set forth in the Transaction Documents.

2.4 **Execution and Binding Effect.** This Agreement has been duly and validly executed and delivered by Seller Parties and constitutes, and the other Transaction Documents upon execution and delivery by Seller Parties, as the case may be, will constitute (assuming, in each case, the due and valid authorization, execution and delivery thereof by the other party thereto), legal, valid and binding obligations of the applicable Seller Parties, enforceable against such party or parties in accordance with the respective terms of such Transaction Documents, except as such enforceability may be limited by applicable law or equitable principles.

2.5 **Purchased Assets.** The Purchased Assets include all of the tangible and intangible assets used or held for use in the ownership or operation of the Business. The Purchased Assets are in good operating condition and repair, and are adequate for the uses to which they are being put, and neither the Centers nor any item of tangible personal property among the Purchased Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Seller Parties will have good, clear, unencumbered indefeasible, valid and marketable title to, a valid leasehold interest in, or a valid and enforceable license or right to use, as the case may be, the Purchased Assets, and at Closing, Buyer Parties will acquire good and marketable title to, a valid leasehold interest in, or a valid and enforceable license or right to use, as the case may be, the Purchased Assets, free and clear of all Liens.

2.6 **Consents and Approvals.** Closing is contingent upon Seller and Buyer having obtained a final, non-appealable Order of Bankruptcy Court approving the sale free and clear of liens and

encumbrances. Except as set forth in the preceding sentence and except as set forth in **Schedule 2.6**, no other consent, approval, waiver, authorization or other action is required by or of, and no notice is required to be given to, any governmental or other third party, in order to duly execute, deliver or perform the obligations under the Transaction Documents or to consummate the Transactions, including the purchase, sale and transfer of the Purchased Assets.

**2.7 Litigation.** Except as set forth in **Schedule 2.7**, there is no action, lawsuit, administrative proceeding, condemnation, arbitration, claim, investigation or proceeding (each, a "*Legal Proceeding*") pending, threatened against or affecting any Seller Party, Service Provider, the Purchased Assets, the Centers, or the Business, at law or in equity, before any court, administrative or arbitral panel, or governmental or regulatory agency or authority, and no basis for any Legal Proceeding exists that could affect any Seller Party, any of the Purchased Assets, the Centers or the Business.

**2.8 Contracts.** **Schedule 2.8** contains the party names, effective date and a brief description of each Contract (whether written or oral), each of which has been delivered to Buyer Parties (to the extent in writing) or disclosed and described in reasonable detail to Buyer Parties (to the extent oral). Except as otherwise indicated on **Schedule 2.8**, (a) no Contract contains consideration payable to either party which is determined based on the volume or value of healthcare referrals or any other business between the contracting parties, (b) all of the Contracts are valid, binding and enforceable in accordance with their respective terms and are in full force and effect, (c) no default or alleged default by Seller Parties or any other party to the Contracts exists, and no event or condition has occurred and no circumstance exists that with notice or lapse of time, or both, would constitute a default under any of the Contracts, and (d) no Seller Party has any indication of the intention of any party to the Contracts to cancel, terminate or amend any of the Contracts or reason to believe any such action is contemplated by any such party.

**2.9 Compliance With Laws.** With respect to the Centers, the Purchased Assets, the Business, all Service Providers, and all Seller Parties are in compliance with all applicable state and federal laws, ordinances, regulations, rules, orders, injunctions, decrees or other requirements of any court or federal, state, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including, without limitation, civil rights laws, fire codes, confidentiality laws, record and document maintenance laws, zoning ordinances, building, occupancy and use restrictions, and public and occupational health and safety codes), including all applicable state and federal health care laws, rules, regulations, ordinances and orders (collectively, the "*Health Care Laws*"), including those relating to the ownership custody and retention of the Patient Records and the Pharmaceutical Inventory, the splitting of medical fees with nonlicensed persons, and the supervision of and delegation of authority to advanced practice nurses, nurse practitioners, and physician assistants the payment or receipt of illegal remuneration, (such as 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), 42 U.S.C. 1395nn (the "Stark Law"), 42 U.S.C. § 1320a-7a, 42 U.S.C. § 1320a-7b(a), 42 U.S.C. § 1320a-7b(c), the administrative False Claims Act (42 U.S.C. § 1320a-7b(a)), the Civil False Claims Act (31 U.S.C. § 3729, et seq.), the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et. seq., as amended by the Health Care and Education Affordability Act, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d, et seq.) ("HIPAA"). Except as described in **Schedule 2.9**, no Seller Party has received any notice of (a) any violation of any such laws, ordinances, regulations, rules, orders, injunctions, decrees or other requirements within the immediately preceding six-year period, or (b) any pending (or present intent of any governmental agency or authority to pursue any) inspection or audit relating to any such laws, ordinances, regulations, rules, orders, injunctions, decrees or other requirements.

2.10 Environmental Matters. No action or omission by or on behalf of any Seller Party has resulted in any Seller Party's material noncompliance with any applicable statutes, laws, rules, regulations or binding governmental determinations relating to environmental, health and safety matters (including, without limitation, those relating to toxic or hazardous substances), including, without limitation, the Clean Air Act, the Clean Water Act, the Solid Waste Management Act (as amended by the Resource Conservation and Recovery Act), the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund Amendments and Reauthorization Act), the Emergency Planning and Community Right-to-Know Act, the Toxic Substances Control Act and the Occupational Safety and Health Act. To Seller Parties' knowledge, no conditions or circumstances exist with respect to the Centers, the Business or the Purchased Assets that could give rise to any remedial action under, or impose any liability on Seller Parties or Buyer Parties with respect to, any statute, law, rule, regulation or binding governmental determination regarding any environmental, health or safety matters.

2.11 Financial Condition. Schedule 2.11 contains consolidated unaudited financial statements of Seller Parties consisting of the balance sheet of the Business as of December 31 in each of the years 2014, 2015, and 2016 and the related statements of income and cash flow for such periods as well as the statements of income and cash flow for the period ending December 31, 2016 (collectively, the "*Financial Statements*"). The Financial Statements (a) do and will fairly present in all material respects, in accordance with cash method basis of accounting, applied on a consistent basis (except as may be indicated in the related notes and schedules thereto), the financial position of Seller Parties as of the respective dates thereof and the results of operations of Seller Parties for the respective periods therein, and (b) are and will be true, complete and correct in all material respects as of the respective dates and for the applicable periods in which they relate.

2.12 Undisclosed Liability. No Liability exists affecting the Business, the Centers or the Purchased Assets other than (a) as reflected on the balance sheet included in the most recent Financial Statements and (b) which constitutes an Account Payable reflected on Schedule 2.14(b).

2.13 Bulk Sales Law. The Buyer Parties hereby waive compliance by the Seller Parties with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to the Buyer Parties. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any liens or claims arising out of the bulk transfer laws of any state, and the parties shall take such steps as may be necessary or appropriate to so provide in the Confirmed Order of Sale.

2.14 Service Providers.

(a) Schedule 2.14(a) contains (i) a current, correct and complete list of the names of all individuals employed or engaged (as independent contractors) by Seller Parties in connection with the Business (collectively, the "*Service Providers*"); (ii) a summary of each Service Provider's current compensation rate, along with any annual bonus, additional compensation or other benefits (whether current or deferred) promised, accrued, or payable to each such Service Provider for services rendered or to be rendered through the period ending as of the Closing Date and an explanation of the applicable formula or calculation method used to arrive at such bonus or additional compensation; and (iii) a list of all Service Providers that have given notice to any Seller Party of a present intention to terminate such Service Provider's relationship with the applicable Seller Party. Seller Parties have delivered to Buyer Parties copies of all written agreements between any Seller Party or any of their Affiliates and any

Service Provider as of the Closing Date and all employee or contractor manuals, materials, policies, procedures and work-related rules applicable to employees or independent contractors providing services to the Business. For purpose of this Agreement, the term "Affiliate" shall have the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

(b) Except as set forth on Schedule 2.14(b), all employees are employed on an "at will" basis, and no Seller Party is a party to any oral (express or implied) or written employment agreement or other agreement. No Seller Party is subject to any arrangement with any Service Provider providing for any severance or termination pay obligations. Each Service Provider has been correctly classified and treated (for withholding and all other purposes) as an employee or independent contractor, as the case may be, and no Service Provider classified by any Seller Party as an independent contractor is entitled to overtime, benefits, or compensation of any kind, under any benefit plan of any Seller Party. Each employee classified as "exempt" from overtime under the Fair Labor Standards Act and any applicable state laws governing wages, hours, and overtime pay has been properly classified as such, and each non "exempt" employee has been properly classified in accordance therewith and has been paid overtime wages consistent with applicable law. There are no actions pending or, to the knowledge of Seller Parties, threatened against any Seller Party by or with any governmental authority, arbitrator or tribunal in connection with the employment of any current or former Service Provider, including with respect to any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wage and hours or any other employment related matter arising under applicable laws.

(c) As of the Closing Date, Seller Parties will have no accrued, vested and unused sick, personal and vacation days.

2.15 Absence of Certain Changes. Except as set forth on Schedule 2.15, since the date of the most recent Financial Statements, Seller Parties have operated the Business in the ordinary course, consistent with past practice, and except as set forth on Schedule 2.15, Seller Parties have not:

(a) Paid any expense (including any capital expenditure) or incurred any Liability relating to the Business (other than for professional services rendered in connection with the Transactions) in excess of \$5,000 or which could reasonably be expected to exceed \$5,000, other than in the ordinary course of operating the Business, consistent with past practice;

(b) Sold, transferred or contracted to sell or transfer any of Seller Parties' assets other than in the ordinary course of operating the Business, consistent with past practice;

(c) Mortgaged pledged as security or subjected to any lien, charge or other encumbrance any of the Purchased Assets or the equity of Seller Parties;

(d) Except for normal annual increases consistent as to timing and amount with past practice, granted, paid, or promised to pay any bonus or increase in the salary or rate of pay of any Service Provider;

(e) Except for the Transaction Documents, entered into any contract or transaction other than in the ordinary course of operating the Business, consistent with past practice;

(f) Authorized, declared, or paid any dividends or distributions, in cash or in kind, or otherwise transferred any assets to any Seller Party or any third party on account of rights in or to securities of Seller Parties;

(g) Issued any shares or other securities, profit-sharing interest or voting interest in Seller Parties, or any agreements, warrants or options to purchase or acquire any shares or other securities in Seller Parties; or

(h) Experienced, and Seller Parties do not reasonably expect to experience, any damage, destruction, loss (whether or not covered by insurance) or other material adverse change (including the loss or termination of any patient, customer or supplier) that had or may have, individually or in the aggregate, a material adverse effect on the Purchased Assets, the Business, the Centers or the financial condition of any Seller Party.

2.16 Taxes. Each Seller Party has timely filed all tax returns required to be filed by it in the past three years and timely made all payments of taxes, including any interest, penalty or addition thereto, (whether or not reflected on any such tax return) with respect to income taxes, real and personal property taxes, sales taxes, use taxes, employment taxes, excise taxes and all other taxes due and payable on or before the Closing Date. All such tax returns are complete and accurate in all respects and each properly reflects the transactions consummated and the relevant taxes for the periods covered by such tax returns in accordance with applicable tax law. No Seller Party has any outstanding tax liability, except for taxes attributable to the portion of the tax year immediately preceding the Closing Date, which tax is not yet due and payable. No Seller Party has received any notice that any tax deficiency or delinquency has been asserted against or in connection with the Business, the Centers or the Purchased Assets. There are no pending or threatened audits relating to taxes of any Seller Party, and no Seller Party is currently the beneficiary of any waiver of any statute of limitations in respect of taxes nor of any extension of time within which to file any tax return or to pay any tax assessment or deficiency. There are no Liens relating to taxes on or threatened against any of the Purchased Assets, the Centers or the Business. All taxes required by law to have been withheld or collected by Seller Parties have been timely withheld or collected and, to the extent required, have been timely remitted to the proper governmental authority. No Seller Party has been a party to any tax allocation or sharing agreement or a member of any affiliated group of corporations filing a consolidated federal income tax return.

2.17 Clinical Trials. During the period Seller Parties have operated the Business, no clinical trials or research procedures or studies involving patients have been performed at the Centers.

2.18 Payors. The governmental and commercial payors that made payments to Seller Parties during the immediately preceding 12-month period, and the amount paid by each payor is set forth on Schedule 2.18.

2.19 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of any Seller Party.

2.20 No Misrepresentations. The representations and warranties made by Seller Parties in this Agreement are true, complete and correct in all respects as of the Effective Date and, in accordance with the Seller Parties' Closing Certificate on the Closing Date. No representation or warranty by any Seller Party in this Agreement (including the statements made in the Schedules to this Agreement) or any other Transaction Document contains any untrue statement of a material fact, or omits to state a material fact

necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

2.21 Knowledge. Certain of the representations set forth in this Agreement may be qualified by the “knowledge” of Seller Parties. For purposes of this Agreement, Seller Parties’ “knowledge” shall mean the knowledge of each Seller Party and their respective officers, directors, members, stockholders and any of their respective Affiliates, after due and reasonable inquiry, and Seller Parties shall be responsible for all facts which each Seller Party and their respective officers, directors, members, stockholders and all of their respective Affiliates knows or should have known as a result of such inquiry.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF BUYER PARTIES

Buyer Parties makes the following representations and warranties to Seller Parties:

3.1 *Left Intentionally Blank*

3.2 Authority. Buyer Parties and its designee to be named have all requisite power and authority to execute, deliver and perform its obligations under each of the applicable Transaction Documents and to consummate the Transactions. The execution and delivery by Buyer Parties of, and performance under, the Transaction Documents and the consummation of the Transactions have been duly authorized by Buyer Parties, and no other action, approval or consent on the part of Buyer Parties or any third party is necessary to consummate the Transactions or execute, deliver or perform Buyer Parties’ obligations set forth in the Transaction Documents.

3.3 Execution and Binding Effect. This Agreement has been duly and validly executed and delivered by Buyer Parties and constitutes, and upon execution and delivery by Buyer Parties the other Transaction Documents to which Buyer Parties is a party will constitute (assuming, in each case, the due and valid authorization, execution and delivery thereof by the other party thereto), legal, valid and binding obligations of Buyer Parties, enforceable against Buyer Parties in accordance with such Transaction Document’s respective terms except as such enforceability may be limited by applicable law or equitable principles.

3.4 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer Parties.

3.5 No Misrepresentations. The representations and warranties made by Buyer Parties in this Agreement are true, complete and correct in all respects as of the Effective Date and in accordance with the Buyer Parties’ Closing Certificate on the Closing Date. No representation or warranty by Buyer Parties in this Agreement or any other Transaction Document contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

## ARTICLE 4 COVENANTS

4.1 Access to Information; No Waiver. For separate consideration, the receipt and sufficiency of which is acknowledged by Seller Parties, from the Effective Date until Closing, Seller Parties shall (a) afford Buyer Parties and the directors, officers, employees, consultants, financial advisors, counsel, brokers, and accountants (collectively, "*Representatives*") of Buyer Parties full and free access to inspect all properties, assets, premises, books and records, Contracts and other documents and data that Buyer Parties or its Representatives deem relevant to their investigation and review of the Business, the Centers and the Purchased Assets; (b) furnish Buyer Parties and its Representatives with such financial, operating and other data and information related to the Business as Buyer Parties or any of its Representatives may reasonably request; and (c) instruct the Representatives of Seller Parties to cooperate with Buyer Parties and its Representatives in their investigation and review of the Business, the Centers and the Purchased Assets. Any investigation pursuant to this Section 4.1 shall be conducted in such a manner as not to unreasonably interfere with the conduct of the Business. No investigation by Buyer Parties or its Representatives or information furnished by Seller Parties or their Representatives to Buyer Parties or its Representatives shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller Parties in this Agreement or the other Transaction Documents.

### 4.2 Retained Service Providers.

(a) Prior to the Closing Date, Buyer Parties shall have the right to interview any Service Provider at mutually agreeable times and locations for post-Closing employment with, or engagement by, Buyer Parties. To the maximum extent permissible under applicable law, Seller Parties shall provide Buyer Parties with reasonable access to Seller Parties' personnel and all company records related to such personnel (including those relating to performance reviews, disciplinary actions, and grievances) for the purpose of preparing for and conducting interviews with the designated Service Providers. Buyer Parties, with the advice of Seller Parties, shall prepare and deliver to Seller Parties, no later than three days before the Closing Date, a list of the Service Providers that Buyer Parties' designee, in its sole discretion, intends to employ or engage after the Closing Date (the "*Retained Worker List*"). As soon as reasonably practicable after Buyer Parties' delivery of the Retained Worker List, Seller Parties shall use their reasonable best efforts to assist Buyer Parties in Buyer Parties' efforts to enter into letter agreements, written employment agreements, or independent contractor agreements, as the case may be, in forms satisfactory to Buyer Parties with the Service Providers named on the Retained Worker List.

(b) As of the Closing Date, Seller Parties shall (i) terminate the employment or engagement, as the case may be, of all Service Providers named on the Retained Worker List, (ii) terminate the active participation of all employees named on the Retained Workers List in all of Seller Parties' employee benefit plans and (iii) cause each of Seller Parties' employee benefit plans to comply with all applicable laws (including the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended and the Consolidated Omnibus Budget Reconciliation Act of 1985 ("*COBRA*")) in connection with the termination of such individuals' service relationship with the applicable Seller Party as of the Closing Date. Seller Parties shall retain the exclusive obligation under COBRA for qualifying events occurring prior to the Closing Date.

(c) Seller Parties shall pay, on June \_\_\_\_\_, 2017 (the Seller Parties' next, regularly scheduled payroll date) the full amount of any accrued but unpaid salary, wage, benefit, bonus, sick



leave, insurance, employment tax or similar Liability owed to any Service Provider as of the Closing Date. Seller Parties acknowledge that the purpose and intent of this covenant is to assure that Buyer Parties will have no Liability whatsoever at any time with respect to periods up to and immediately prior to the Closing Date.

4.3 Patient Records; Pharmaceutical Inventory. In accordance with the terms set forth in the Transition Service Agreement and applicable state and federal law and regulation, Seller Parties shall (a) transfer and assign the Patient Records and the Pharmaceutical Inventory to the person or entity designated by Buyer Parties and authorized in the applicable state to own and maintain custody of the Patient Records and the Pharmaceutical Inventory, and (b) take all other action and make all applicable filings in order to comply with applicable law regarding the ownership, custody and transfer of Patient Records and Pharmaceutical Inventory. Except with the prior written consent of Buyer Parties, Seller Parties shall not disclose, deliver or transmit to Buyer Parties, any Representative or any of their Affiliates, any item constituting "protected health information" under HIPAA, including pursuant to Buyer Parties' diligence requests in connection with the Transactions. At all times prior to Closing, Seller Parties shall exercise due care in, and shall comply with all applicable state and federal law and regulation with respect to the retention, maintenance, confidentiality, privacy, security, access and reproduction of the Patient Records, including HIPAA and the other Health Care Laws. Seller Parties represent that certain of the Patient Records are maintained at Owner's personal residence. All costs incurred to transport such Patient Records from Owner's personal residence to Buyer Parties' designated storage location shall be borne by the Buyer Parties.

4.4 Conduct Prior to Closing. From the Effective Date until the Closing Date, except as otherwise provided by this Agreement or consented to in writing by Buyer Parties (which consent shall not be unreasonably withheld, continued or delayed), Seller Parties shall conduct the Business in the ordinary course, consistent with past practice, and shall use their reasonable best efforts to maintain and preserve intact the Business, the Centers and Purchased Assets and the relationships with the Service Providers, patients, employers, lenders, clients, suppliers, regulators and others having commercial relationships with the Business. Without limiting the foregoing, from the Effective Date until the Closing Date, Seller Parties shall:

- (a) Preserve and maintain each of the permits, licenses, approvals, certificates, consents and other authorizations by any governmental authority issued to or held by Seller Parties and pertaining to the Purchased Assets, the Centers or the Business;
- (b) Pay the debts, taxes and other obligations of the Business when due;
- (b) Bill for goods sold and services rendered;
- (c) Maintain the Centers and tangible assets of the Business in the same condition as they were on the Effective Date, subject to reasonable wear and tear;
- (d) Maintain the Contracts in full force and effect without modification, and timely perform all obligations under the Contracts;
- (e) Maintain the books and records of the Business in a manner consistent with past practices;

- (f) Comply with all laws applicable to the Centers, the Business and the ownership or use of the Purchased Assets, including the Health Care Laws;
- (g) Not take any action, commit to take any action, or permit any action to be taken that could reasonably be anticipated to (i) cause any of the changes, events or conditions to occur, which Seller Parties would be required to disclose in **Schedule 2.15** as of the Closing Date or (ii) prevent any Seller Party from performing or cause any Seller Party not to perform one or more covenants required hereunder to be performed by such Seller Party; and
- (h) Promptly notify Buyer Parties of any fact, circumstance, event or action the existence, occurrence or taking of which has had, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Purchased Assets or the Business.

4.5 **Public Announcement.** Neither Seller Parties nor Buyer Parties shall make, or permit any agent or Affiliate to make, any public statements, including any press release or public statement with respect to the Transactions without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed) except as required by applicable law or the requirements of any applicable stock exchange based on the reasonable advice of counsel.

4.6 **Consents.** Buyer Parties and each of the Seller Parties shall use their reasonable best efforts to give all notices to, and obtain all consents from, all third parties as described in **Schedule 2.6**.

4.7 **Restrictive Covenants.** Each Seller Party acknowledges (i) the covenants set forth in the Noncompetition Agreement are an essential part of this Agreement and that, but for the agreement of each Seller Party to comply with such covenants, Buyer Parties would not have entered into this Agreement, (ii) that the covenants contained in the Noncompetition Agreement are a condition precedent to Buyer Parties' entering into this Agreement and closing the Transactions, and (iii) that the restrictions set forth in the Noncompetition Agreement are reasonable and necessary to protect the legitimate business interests of Buyer Parties after Closing and the goodwill being purchased by Buyer Parties.

4.8 **Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, and other taxes and fees (including any penalties and interest) incurred in connection with the closing of the Transactions or the execution and delivery of this Agreement or the other Transaction Documents (including any real property transfer tax and any other similar fees and expenses) shall be borne and paid by Seller Parties when due. Seller Parties shall, at their own expense, timely file any tax return or other document required to be filed or reported in connection with the closing of the Transactions and the execution and delivery of this Agreement and the other Transaction Documents. Notwithstanding the foregoing, each of the Transaction Documents shall be executed and delivered at the location designated in this Agreement for Closing.

4.9 **Post-Closing Insurance Coverage.** On or before the Closing Date, Seller Parties shall, at their sole cost and expense, (a) obtain or maintain, as the case may be, (b) satisfy all premium obligations relating to, and (c) name Buyer Parties as an additional insured on Seller Parties' professional liability insurance pursuant to the terms of the Transition Services Agreement and on Seller Parties' general liability policy for at least six months after the termination of the Transition Services Agreement, which shall cover Liabilities arising from or relating to the operation of the Business prior to the Closing Date at policy levels consistent with that maintained prior to the Effective Date.

4.10 Payment of Expenses . Buyer Parties and Seller Parties shall bear their own expenses, including legal and accounting expenses, incurred in connection with the negotiation and implementation of the Transactions.

4.11 Post-Closing Collections. Seller Parties shall promptly, and in no event later than five days after receipt. At Closing, Seller Parties shall take all necessary action to cause for the individuals designated by Buyer Parties to be added as authorized signatories or account users on the Seller Parties' bank accounts.

4.12 Updates to Schedules. Buyer Parties and each Seller, as applicable, shall promptly supplement and amend their respective Schedules to this Agreement to reflect those events and circumstances, if any, that occur between the Effective Date and the Closing Date, which, if existing or known on the Effective Date (or occurring on or before the Effective Date) would have been required to be set forth or described in the Schedules or which are necessary to correct any information in the Schedules that has been rendered inaccurate or incomplete by such events or circumstances; provided, however, that no such update shall be deemed to supplement or amend a disclosure schedule of Seller Parties for the purpose of determining the accuracy of any of the representations and warranties made by the Seller Parties as of the Effective Date of this Agreement.

4.13 *Left Intentionally Blank*

4.14 Transition Period Communications. As promptly as practicable during and after the Closing Date, Buyer Parties shall use commercially reasonable efforts to enter into contracts with governmental and commercial payors with respect to services rendered at the Centers. Buyer Parties shall keep Owner reasonably informed of the status of its efforts, which shall include, among other things, conducting a periodic meeting (on at least a monthly basis) to discuss its progress or setbacks.

4.15 Further Assurances . Each party to this Agreement, from and after Closing, upon the reasonable request of any other party hereto and without further consideration, shall (a) execute and deliver to the requesting party such documents and further assurances and (b) take such other actions (without cost to the requesting party) in order to carry out the purposes and intentions of this Agreement and the other Transaction Documents.

## ARTICLE 5 CONDITIONS TO CLOSING

5.1 Seller Parties Conditions. Seller Parties' obligation to close the Transactions is subject to the satisfaction of each of the following conditions on or prior to the Closing Date, unless specifically waived in writing by Seller Parties in whole or in part at or prior to Closing:

(a) Buyer Parties shall have duly performed, satisfied and complied with all agreements, covenants and conditions required by this Agreement (including Buyer Parties' obligation to duly execute (to the extent required) and deliver the certificates, agreements and other documents set forth in Article 1 ) and each of the other Transaction Documents to be performed, satisfied or complied with by Buyer Parties prior to or on the Closing Date;

(b) All of the representations, warranties, covenants and agreements of Buyer Parties contained in this Agreement shall be true, correct and not breached as of the Effective Date and the

Closing Date, and Seller Parties' decision to proceed with Closing shall not serve as a waiver of any breach thereof;

(c) The provisions of all Exhibits and Schedules attached to this Agreement that were not attached on the Effective Date, or to the extent updated by Buyer Parties after the Effective Date, shall be acceptable to Seller Parties in their reasonable discretion; and

5.2 Buyer Parties Conditions . Buyer Parties' obligation to close the Transactions is subject to the satisfaction of each of the following conditions on or prior to the Closing Date, unless specifically waived in writing by Buyer Parties, in whole or in part, at or prior to Closing:

(a) Seller Parties shall have duly performed, satisfied and complied with all agreements, covenants and conditions required by this Agreement (including Seller Parties' obligation to duly execute (to the extent required) and deliver the certificates, agreements and other documents set forth in Article 1 ) and each of the other Transaction Documents to be performed, satisfied or complied with by Seller Parties prior to or on the Closing Date;

(b) All of the representations, warranties, covenants and agreements of Seller Parties contained in this Agreement shall be true, correct and not breached as of the Effective Date and the Closing Date, and Buyer Parties' decision to proceed with Closing shall not serve as a waiver of any breach thereof;

(c) Buyer Parties shall have obtained all permits, licenses, approvals, certificates, consents and other authorizations by any governmental authority Buyer Parties deems necessary, in its reasonable discretion, to consummate the Transactions and conduct the non-clinical aspects of the Business after Closing;

(d) Buyer Parties shall have entered into either employment agreements or independent contractor agreements with all licensed healthcare providers including each physician, advanced practice nurse, nurse practitioner, and physician assistant (collectively, the "*Clinical Providers*") named in the Retained Worker List, which agreements shall become effective simultaneously with the termination of the Transition Services Agreement;

(e) Each individual other than the Clinical Providers named on the Retained Worker List shall have accepted employment with or engagement as an independent contractor by Buyer Parties, which employment or engagement shall become effective as of the Closing Date;

(f) Buyer Parties shall have completed, to its satisfaction, its due diligence review of all financial, legal and other matters relating to the Purchased Assets, the Business and the Centers;

(g) There shall not have been any Lien on, or material adverse change in or to the Purchased Assets, the Business or the Centers from the date of the most recent Financial Statements; and

(h) The provisions of all Exhibits and Schedules attached to this Agreement that were not attached at the Effective Date or to the extent updated by Seller Parties after the Effective Date shall be acceptable to Buyer Parties in its reasonable discretion.

5.3 Parties Conditions. Parties' obligation to close the Transactions is subject to the approval of Bankruptcy Court as identified in Sections 1.8, 2.3 and 2.6. Provided, however, that in the event that

the Bankruptcy Case is dismissed then the Buyer Parties may terminate this Agreement pursuant to its sole and unfettered discretion and receive a full refund of its entire earnest money amount.

## ARTICLE 6 INDEMNIFICATION

6.1 Survival. Except with respect to the Fundamental Representations (as defined below), which shall survive indefinitely, the representations and warranties in this Agreement shall survive Closing and shall remain in full force and effect for a period of two years. All covenants and agreements of the parties contained in this Agreement and the other Transaction Documents shall survive Closing indefinitely until fully performed or satisfied unless otherwise explicitly specified herein. The term “*Fundamental Representations*” means the representations of Seller Parties set forth in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.9, 2.10, 2.15, 2.16, 2.17, 2.19 and 2.20 and the representations of Buyer Parties set forth in Sections 3.1, 3.2, 3.3, 3.4 and 3.5. Notwithstanding the foregoing, any claims asserted in good faith, with reasonable specificity (to the extent known at such time), and in writing and in accordance with the procedures set forth in Section 6.8, from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not be barred by the expiration of the relevant representation or warranty and any such claims shall survive until finally resolved.

6.2 Indemnification by Seller Parties. Subject to the limitations set forth in this Article 6, each of the Seller Parties shall, jointly and severally, indemnify and defend Buyer Parties and its Affiliates and their respective Representatives (collectively, the “*Buyer Parties Indemnified Parties*”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all liabilities, losses, damages, claims, actions, suits, demands, causes of action, costs, expenses, interest, awards, judgments and penalties of any nature whatsoever (including, without limitation, reasonable legal costs and expenses) (collectively, “*Losses*”), arising or resulting from:

- (a) Any inaccuracy in or breach of any of the representations or warranties of Seller Parties contained in this Agreement, or any other Transaction Document, as of the Effective Date and as of the Closing Date;
- (b) Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by any Seller Party pursuant to this Agreement or any other Transaction Document prior to Closing;
- (c) Any Excluded Asset, any Retained Liability, or any Loss incurred by Buyer Parties as a result of Seller Parties performance, or any employees or agents thereof, under the Transition Services Agreement;
- (d) Any Third Party Claim (as defined in Section 6.8(b)) based upon, resulting from or arising from operation of the Business, properties, assets or Liabilities (except as expressly assumed herein) of any Seller Party or any of their Affiliates conducted, existing or arising on or prior to the Closing Date;
- (e) Buyer Parties’ inability to enter into contracts either directly under Buyer Parties’ tax identification number or indirectly through Buyer Parties’ employed physicians with governmental and commercial payors (collectively, “*Payors*”) within 120 days after the Closing Date that (i) collectively comprise at least 90% of Seller Medical Procedures (as defined below) in the 12-

month period ending on the Effective Date, and (ii) provide for financial reimbursement at payment rates comparable to or more favorable than those the applicable Seller Party or their respective employed physician has been during such period entitled to receive under its contract with such Payor. The term “*Seller Medical Procedures*” shall mean all medical procedures, including all ablations and sclerotherapy procedures of Seller Parties (including those assigned to Seller Parties from any Clinical Provider) attributable to professional medical and other healthcare services rendered in the operation of the Business; or

(f) Any comparative decrease in the “transition period procedures” of the Business, calculated as the positive difference between (i) the number of procedures between the Closing Date and the date the Transition Services Agreement is terminated, and (ii) the number of procedures during the same period in the immediately preceding calendar year. For purposes of determining the number of procedures in clauses (i) and (ii), all procedures for patients whose treatment was or will be covered in whole or in part by a federal or state government program (i.e., Medicare, Medicaid, TRICARE, etc.) shall be disregarded from the calculation. If the amount described in clause (i) is greater than that of clause (ii), Seller Parties shall have no indemnification obligation under this Section 6.2(f).

6.3 Indemnification by Buyer Parties. Subject to the limitations set forth in this Article 6, Buyer Parties shall indemnify and defend Seller Parties and their Affiliates and their respective Representatives (collectively, the “*Seller Indemnified Parties*”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses arising or resulting from:

(a) Any inaccuracy in or breach of any of the representations or warranties of Buyer Parties contained in this Agreement, or any other Transaction Document, as of the Effective Date and as of the Closing Date; or.

(b) The breach of any covenant or agreement by Buyer Parties in this Agreement or in any other Transaction Document or the failure to perform any obligation to be performed by Buyer Parties in this Agreement or in any other Transaction Document.

6.4 Limitation of Liability. Except for Losses arising as a result of any inaccuracy in or breach of any Fundamental Representation of Seller Parties (as described in Section 6.1), for which Seller Parties’ liability shall be unlimited, the maximum aggregate liability of Seller Parties to all Buyer Parties Indemnified Parties for all Losses to which such persons are entitled to seek indemnification under Section 6.2(a) shall be an amount equal to the Purchase Price. Except for Losses arising as a result of any inaccuracy in or breach of any Fundamental Representation of Buyer Parties (as described in Section 6.1), for which Buyer Parties’ liability shall be unlimited, the maximum aggregate liability of Buyer Parties to all Seller Indemnified Parties for all Losses to which such persons are entitled to seek indemnification under Section 6.3(a) shall be an amount equal to the Purchase Price. Nothing contained herein shall limit or restrict any party’s right to maintain or recover any amounts in connection with any action or claim based upon fraud, intentional misstatement, willful misconduct or under any provision of this Agreement or the other Transaction Documents not expressly limited by this Section 6.4.

6.5 Exclusive Remedy. In the absence of fraud, intentional misstatement, or willful misconduct, the indemnification provisions set forth in this Article 6 will be the sole and exclusive remedy and recourse for Losses to which the Buyer Parties Indemnified Parties and Seller Indemnified Parties are entitled to seek indemnification under Sections 6.2(a) and 6.3(a). Except with respect to the limitations set forth in the immediately preceding sentence, the indemnification rights of the parties under this Article VI are independent of and in addition to such rights and remedies as the parties may

have at law or in equity or otherwise for any misrepresentation, breach of warranty or fail-ure to fulfill any agreement or covenant hereunder on the part of any party hereto, including the right to seek specific performance, rescission or res-titution, none of which rights or remedies shall be affected or diminished by this Section 6.5 .

6.6 Materiality. Notwithstanding anything in this Agreement to the contrary, for purposes of determining the amount of any Losses that are the subject matter of an indemnification claim, each representation or warranty contained in this Agreement is to be read without regard and without giving effect to any materiality, material adverse effect or similar standard or qualification contained in such representation or warranty (as if such standard or qualification were deleted from such representation and warranty).

6.7 Other Matters. Any liability for indemnification under this Article 6 shall be determined without duplication of recovery by multiple parties and by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement. The amount of any Losses for which indemnification is entitled under this Article 6 shall be reduced by any amounts recovered by the indemnified party (or any other person or entity that receives payment on account of amounts payable to the indemnified party) under insurance policies or any other source.

6.8 Notice; Indemnification Procedures.

(a) Any party seeking indemnification under this Article 6 shall give the party from whom indemnification is being sought notice of any matter which such indemnified party has determined to give rise to or to potentially give rise to a right of indemnification under this Agreement as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event that may give rise to Losses for which indemnification may be sought under this Article 6; *provided, however*, that no delay on the part of the indemnified party in notifying the indemnifying party shall relieve the indemnifying party from any obligation hereunder unless (and then solely to the extent) the indemnifying party thereby is materially prejudiced by such delay. Notwithstanding anything in this Agreement to the contrary, the parties shall only be obligated for those Losses to which the indemnified party has given the indemnifying party written notice thereof prior to the expiration of the applicable survival period, if any, set forth in Section 6.1. If a party receiving a notice of a claim of Losses disputes, in writing, all or any portion of the Losses set forth in such notice within 20 days of receipt thereof, the party shall negotiate in good faith to resolve the matter. If the parties are unable to resolve the matter within 21 days of delivery of the written dispute notice, then each party may seek any remedy permissible under this Agreement.

(b) The liability of an indemnifying party under this Article 6 with respect to Losses arising out of claims of any third party that are subject to indemnification in this Article 6 ("*Third Party Claims*") shall be governed by and contingent on the following additional terms and conditions:

(i) if any third party notifies any indemnified party with respect to a Third Party Claim, then the indemnified party shall give the indemnifying party notice of such Third Party Claim within 20 days of the receipt by the indemnified party of such notice; *provided, however*, that no delay on the part of the indemnified party in notifying the indemnifying party shall relieve the indemnifying party from any indemnification obligation hereunder unless (and then solely to the extent) the indemnifying party thereby is materially prejudiced by such delay.

(ii) The indemnifying party will have the right to assume and control the defense of the Third Party Claim in a diligent manner at its expense and with counsel of the indemnifying party's choice (subject to the reasonable satisfaction of the indemnified party), so long as the indemnifying party gives notice of its intention to do so to the indemnified party within 30 days of the receipt of notice of such Third Party Claim from the indemnified party.

(iii) If the indemnifying party assumes the defense of a Third Party Claim, (A) the indemnified party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, and (B) the indemnifying party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the written consent of the indemnified party, unless such judgment or settlement (x) includes an unconditional written release by the claimant or plaintiff of the indemnified party from all liability in respect of such Third Party Claim, and (y) does not impose equitable remedies or material obligations on the indemnified party other than financial obligations for which such indemnified party will be indemnified hereunder. No Third Party Claim which is being defended in good faith by the indemnifying party in accordance with the terms of this Agreement shall be settled by the indemnified party, nor shall the indemnified party consent to the entry of any judgment with respect thereto, without the written consent of the indemnifying party.

(iv) In the event that the indemnifying party does not assume the defense of a Third Party Claim, (A) the indemnified party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably and in good faith may deem appropriate (and the indemnified party need not consult with, or obtain any consent from, the indemnifying party in connection therewith), (B) the indemnifying party will reimburse the indemnified party promptly and periodically for the reasonable costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses), and (C) the indemnifying party will remain responsible for any Losses the indemnified party may suffer arising out of or resulting from the Third Party Claim to the fullest extent provided under this Article 6.

(v) Each of the indemnifying party and the indemnified party shall cooperate with the other in the defense of a Third Party Claim and make available all witnesses, pertinent records, materials and information in such party's possession or under such party's control relating to such Third Party Claim as is reasonably requested by the other party.

6.9 Buyer Parties Remedy. Should any Buyer Parties Indemnified Party be entitled to (a) indemnification, (b) direct reimbursement for payment of Retained Liabilities, or (c) any other obligation hereunder, then, in addition to any other legal or equitable right or remedy which such Buyer Parties Indemnified Party may have, Buyer Parties may withhold or offset any amount described in clauses (a), (b) and (c) by any amount due Seller Parties per the Agreement in Exhibit C attached hereto.

6.10 Tax Treatment of Indemnification. All indemnification obligations satisfied under this Agreement, whether in cash or by offset, shall be treated by the parties as an adjustment to the purchase price for federal and state tax purposes, unless otherwise required by law.

## ARTICLE 7 TERMINATION



7.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written agreement of Buyer Parties and Seller Parties,

(b) by Buyer Parties by written notice of termination to Seller Parties if, in Buyer Parties' reasonable discretion, (i) Buyer Parties is dissatisfied with its inspection and review of the Business, the Centers or the Purchased Assets, (ii) Buyer Parties is dissatisfied with any updates made by Seller Parties to any of the Schedules after the Effective Date, (iii) if any of the conditions set forth in Section 5.2 are not, or if it becomes reasonably apparent that any of such conditions will not be, fulfilled by July 15, 2017, unless such failure arises as a result of Buyer Parties' failure to perform or comply with any of the covenants, agreements or conditions of this Agreement required to be performed or complied with by Buyer Parties prior to Closing;

(c) by either Buyer Parties or Seller Parties by written notice of termination to the other, if there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the non-terminating party and such breach, inaccuracy or failure either has not been cured by the breaching party within ten days of the non-breaching party's delivery of written notice of such breach, inaccuracy or failure to perform.

7.2 Effect of Termination. If this Agreement is terminated as provided in Section 7.1, this Agreement shall immediately become null and void and there shall be no Liability or obligation on the part of Seller Parties or Buyer Parties or their respective officers, directors, stockholders or Affiliates; provided, however, the provisions of Section 4.5 and Section 7.2 and Article VI of this Agreement shall remain in full force and effect and survive any termination of this Agreement.

7.3 Remedies. Any party terminating this Agreement pursuant to Section 7.1 shall have the right to recover damages sustained by such party as a result of any breach by the other party of any representation, warranty, covenant or agreement contained in this Agreement or fraud or willful misrepresentation; provided, however, that the party seeking relief is not in breach of any representation, warranty, covenant or agreement contained in this Agreement under circumstances which would have permitted the other party to terminate the Agreement under Section 7.1.

## ARTICLE 8 MISCELLANEOUS

8.1 Waiver. No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any party shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege. Any waiver under this Agreement must be in writing, signed by the waiving party.

8.2 Severability. If any term or provision of this Agreement or any other Transaction Document is determined to be invalid, illegal or unenforceable by any court, agency or tribunal of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or any other Transaction Document or invalidate or render unenforceable such term or provision in any other jurisdiction. Unless expressly provided otherwise in this Agreement or any of the other Transaction Documents, the parties to the applicable Transaction Document shall negotiate in good faith to modify such Transaction Document so as to effect the original intent of the

parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

8.3 Amendment; Assignment. This Agreement may not be amended except by an instrument in writing signed by Buyer Parties and Seller Parties. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations herein shall be assigned by any party hereto without the prior written consent of the other party; *provided, however*, that Buyer Parties may assign this Agreement or delegate the performance of its obligations to a subsidiary or Affiliate of Buyer Parties without the consent of Seller Parties so long as such assignment or delegation, in no way limits, diminishes or alters the nature or extent of Seller Parties' rights, interests, or remedies herein. Notwithstanding anything in this Agreement to the contrary, expressed or implied, this Agreement is not intended to confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

8.4 Entire Agreement. Except as otherwise provided in this Agreement, this Agreement and the other Transaction Documents set forth the entire understanding of the parties with respect to the subject matter hereof and thereof and this Agreement and the other Transaction Documents supersedes all prior agreements concerning the subject matter hereof and thereof. No party is relying upon any statement or representation of any other party except as expressly set forth herein and each party is relying on its own judgment in connection with the execution of this Agreement and the other Transaction Documents and the consummation of the Transactions.

8.5 Notices. All notices, claims, certificates, requests, demands and other communications pursuant to this Agreement or any other Transaction Document shall be in writing and shall be deemed to have been duly given to Buyer Parties or to all Seller Parties, as the case may be, (a) when delivered, if delivered by hand; (b) one business day after transmitted, if transmitted by a nationally-recognized overnight courier service, (c) when sent by facsimile, if sent by facsimile transmission which is confirmed; or (d) three business days after mailing, if mailed by registered or certified mail, postage prepaid, return receipt requested, and in each case to the parties at the following addresses (or at such other address for such party as shall be specified in a notice given in accordance with this Section 8.5):

If to Seller Parties: Circulatory Centers of America LLC  
c/o Robert O Lampl  
960 Penn Ave., Suite 1200  
Pittsburgh, PA 15222

with copy to: Robert O Lampl  
4<sup>th</sup> Floor, Benedum Trees Building  
223 Fourth Ave  
Pittsburgh PA 15222

If to Buyer Parties: USA Vein Clinics of Chicago LLC  
304 Wainwright Drive  
Northbrook, Illinois 60062  
Attention: Yan Katsnelson, CEO

with copies to, which shall not constitute notice to Buyer Parties:

Alexander Drapatsky  
Astor Law Group PC  
555 Skokie Blvd, Suite 500  
Northbrook, Illinois 60062

8.6 Governing Law, Venue, Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any conflicts-of-law rules or principles that might refer the governance or construction of this Agreement to the laws of another jurisdiction. The parties hereto hereby irrevocably submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania, in each case located in Pittsburgh, Pennsylvania, and appropriate appellate courts therefrom, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts, which courts shall be the exclusive courts of jurisdiction and venue. The parties 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 dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties 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. This consent to jurisdiction and venue is being given solely for purposes of this Agreement and is not intended to, and shall not confer consent to jurisdiction or venue with respect to any other dispute in which a party to this Agreement may become involved. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.7 Costs of Enforcement. If Buyer Parties or any Seller Party files suit or other action to enforce the terms of this Agreement or to obtain performance as required in this Agreement, then the prevailing party in any such suit or action will be entitled to recover all reasonable costs, including reasonable attorneys' fees and costs, from the non-prevailing party as part of any judgment in such suit or action. The term "prevailing party" will mean the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint.

8.8 Schedules and Exhibits; Usage. All Schedules and Exhibits attached hereto are hereby incorporated in this Agreement as if set forth in full herein and, unless otherwise defined therein, all terms used in any Schedule or Exhibit shall have the meanings assigned to such terms in this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or

referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time may be amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

8.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes.

8.10 No Requirement To Refer. Notwithstanding anything contained herein, nothing in this Agreement shall be construed to induce, encourage, solicit or reimburse the referral of any patients or business, including any patients or business funded in whole or part by federal or state government programs (i.e., Medicare, Medicaid, TRICARE, etc.) or to limit the freedom of any patient of Seller Parties, Buyer Parties or any of their Affiliates to choose the hospital, healthcare facility or physician from whom such patient will receive medical services. The parties acknowledge that there is no requirement under this Agreement or any other agreement between the parties that Seller Parties or any of their Affiliates refer patients or business to Buyer Parties, any medical practice, walk-in clinic or urgent care clinic managed by Buyer Parties or its Affiliates. No payment made under this Agreement will be in return for the referral of patients or business, including those paid in whole or part by federal or state government programs. The parties acknowledge that none of the benefits granted Seller Parties or any of their Affiliates hereunder are conditioned on any requirement that any such person make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Buyer Parties, any medical practice, walk-in clinic or urgent care clinic managed by Buyer Parties or any of their Affiliates.

8.11 Fair Value. Buyer Parties and Seller Parties acknowledge that the terms of this Agreement have been negotiated at arms' length and that the Purchase Price constitutes fair value for the Purchased Assets.

*[Signature page follows ]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of Buyer Parties and each of the Seller Parties as of the Effective Date.

**BUYER PARTIES:**

**SELLER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By:   
Name: Yan Katsnelson  
Title: Manager

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

By: \_\_\_\_\_  
Name: Louis M. Certo  
Title: Officer & Authorized Agent  
**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Thomas M. Certo  
President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By: \_\_\_\_\_  
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of Buyer Parties and each of the Seller Parties as of the Effective Date.

**BUYER PARTIES:**

**SELLER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Yan Katsnelson  
Title: Manager

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

By: \_\_\_\_\_  
Name: Louis M. Certo  
Title: Officer & Authorized Agent  
**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By: \_\_\_\_\_  
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of Buyer Parties and each of the Seller Parties as of the Effective Date.

**BUYER PARTIES:**

**SELLER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Yan Katsnelson  
Title: Manager

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

By:                     *L m Certo*                      
Name: Louis M. Certo  
Title: Officer & Authorized Agent  
**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Thomas M. Certo  
President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By:                     *L m Certo*                      
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By:                     *L m Certo*                      
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By:                     *L m Certo*                      
Name: Louis M. Certo  
Title: Officer & Authorized Agent

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**EXHIBIT A**

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**EXHIBIT B**

**BILL OF SALE**

1. **Sale and Transfer of Purchased Assets.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2017, (the "*Effective Date*"), by and among USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company ("*Buyer Parties*"), CIRCULATORY CENTERS OF AMERICA, LLC, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., THE CIRCULATORY CENTER OF OHIO, INC., and THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. (collectively, "*Sellers Parties*"), (collectively "*Seller Parties*") (the "*Purchase Agreement*"), Seller Parties hereby sell, assign, transfer, convey and deliver to Buyer Parties, effective as of 11:59 p.m. Pittsburgh, Pennsylvania time on \_\_\_\_\_, 2017 (the "*Closing Date*"), all of Seller Parties' right, title and interest in and to the Purchased Assets. Capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

2. **Terms of the Purchase Agreement.** The terms and conditions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference.

3. **Further Assurances.** Seller Parties for their selves and their successors and assigns, hereby covenant and agree that, at any time and from time to time upon the written request of Buyer Parties, Seller Parties will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer Parties in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer Parties, its successors and assigns, title to the Purchased Assets.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of Buyer Parties and each of the Seller Parties as of the Effective Date.

**BUYER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Yan Katsnelson  
Title: Manager

**SELLER PARTIES:**

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Thomas M . Certo  
President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**EXHIBIT C**

**EARNOUT AGREEMENT**

THIS EARNOUT SERVICES AGREEMENT (this "*Agreement*") is entered into as of \_\_\_\_\_, 2017 (the "*Effective Date*"), by and between USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company as nominee for multiple entities to be named ("*Company*"), and CIRCULATORY CENTERS OF AMERICA, LLC, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., THE CIRCULATORY CENTER OF OHIO, INC., and THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. (collectively, "*Sellers Parties*"),

**RECITALS:**

A. Company consisting of multiple entities engages in the business of professional medical services at multiple locations (together with any future center owned, operated or managed by Company), and Company is also engaged in the business of providing management services to medical practices.

B. Company and Seller Parties have entered into a transaction involving the purchase by Company of all or substantially all of the assets of Seller Parties and medical practices for which Seller Parties provided management services used in the operation of one or more walk-in medical centers (the "*Transaction*"). In connection with the Transaction, Seller Parties and Company contemplate entering into a Transition Services Agreement (the "*Transition Agreement*") at the closing of the Transaction to enable Company to transfer the business without interruption.

C. Company and Seller Parties desire for this Agreement to be effective as of the Effective Date, but for the Services (as defined herein) to commence immediately upon the termination of the Transition Agreement (the "*Commencement Date*").

D. Company desires to retain Seller Parties to render professional medical services at the locations where the Centers conducted business and other locations as Company may require and to provide such other services as described herein; and

E. Seller Parties desires to accept such independent contractor agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller Parties and Company agree as follows:

1. Agreement. Company hereby retains Seller Parties and Seller Parties hereby accepts such retention upon the terms and conditions set forth herein. This Agreement shall be effective as of the Effective Date, but the Services (as defined below in Section 2(a)) shall not commence until the Commencement Date.

2. Earnout Structure. Pursuant to the terms and subject to the conditions set forth herein, the Seller Parties shall be eligible to receive in the future additional consideration payable by the Company based on achievement by the Company as explained in Sec 3(a) below (hereinafter the "Earnout Payment") including the amount and timing of the Earnout Payment payable to the Seller Parties. The right of the Seller Parties to receive the Earnout Payments shall not be transferable, in whole

or in part, to any other Person without the prior written consent of the Company, which shall not be unreasonably withheld or delayed; provided, however, that the Seller Parties may transfer the right to receive the Earnout Payments among themselves without the consent of the Company upon prior written notice to the Company of such transfer.

3. Financial Terms.

(a) Company Performance. The Company's procedure volume performance results must be at least equal to the Centers' locations during the course of the calendar year prior the Commencement Date. Specifically, Seller Parties represent to the Company that during Calendar Year 2016 ("Baseline Period"), the Centers' Physicians performed the number of procedures identified on the attached Schedule 3A. The Earnout Payments shall be contingent upon the same physicians that previously worked for the Seller Parties, and/or their designated replacements, performing the same number of procedures on a monthly basis compared to the same month during the Baseline Period.

(b) Earnout Calculation. Upon the conclusion of each month following the Commencement Date, continuing for a period of thirty-six (36) months following the Commencement Date, Company shall calculate how many ablations and sclerotherapies were completed by the same Physicians who formerly worked for the Centers (and/or their replacements) compared to the number performed by them (and/or their replacements) during the same three-month period during 2016. Provided such numbers are equal to or greater than the same period during 2016, and attributable to the same Physician or replacement, then the Seller Parties shall be paid forty one thousand six hundred sixty six and 67/100 dollars (\$41,666.67). If, in the normal course of business with Company exercising sound business judgment toward the goal of maintaining the same number of procedures, or more, year after year. the number of procedures performed by said physicians is less than during commensurate 2016 three-month period then such payment amount for such period of time shall be reduced by one thousand dollars (\$1,000) for each reduced ablation and by one hundred seventy dollars (\$170) for each reduced sclerotherapy. The Parties shall adjust the payment every Quarter and Annually to comport with the actual number of procedures during the entire applicable Quarter or Year, despite any monthly fluctuations.

(b) Company Purchase Agreement Remedy. Should the Company as such term is defined in the Asset Purchase Agreement executed among the Company and Seller Parties have the right to any offset against the Earnout Payment otherwise due pursuant to the Earnout Agreement then the Company may reduce amounts otherwise to the Seller Parties pursuant to this Section 3, including against subsequent Earnout Payments that may become due.

4. Seller Parties' Representations, Warranties and Covenants. Seller Parties represents, warrants, and covenants at all times during the term of this Agreement that Seller Parties:

(a) neither Seller Parties nor any immediate family member of Seller Parties (i) has an ownership or investment interest in Company or any affiliate of Company (each, a "Covered Entity") and (ii) is party to a compensation arrangement (as defined in 42 U.S.C. §§1395nn) with any Covered Entity, unless covered by an applicable exception to the Stark law.

(b) has disclosed to Company the prior occurrence of any of the following matters, and will disclose the occurrence of any such matters after the Effective Date immediately upon the occurrence thereof:

(1) any lawsuit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against Seller Parties;

(2) any disciplinary or professional review investigation, proceeding or action instituted against Seller Parties by any licensure board or entity, professional society or association, Payment Program, peer review or professional review committee or body, or governmental agency;

(3) any complaint, conviction or allegation involving Seller Parties' commission of a felony, or any other crime involving moral turpitude;

(4) any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against Seller Parties of filing false health care claims, violating anti-kickback laws, or engaging in other billing improprieties relating to the practice of medicine;

(5) any illness or condition that may impair Seller Parties' ability to exercise sound medical judgment;

(6) any use of drugs (whether or not prescribed) or alcohol, which, in Company's reasonable opinion could compromise the reputation or quality of medical care at the Centers, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;

(7) any allegation, investigation or proceeding based on any allegation, against Seller Parties, relating to the alleged or potential violation by Seller Parties of professional ethics or standards, or the engaging by Seller Parties in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine;

(8) any denial or withdrawal of an application in any state for licensure as a Seller Parties, for board certification or recertification, for participation in any third party payment program, for state or federal controlled substances registration, or for malpractice insurance; and

(9) any rejection or exclusion, for any duration, from participation in any Payor Program.

(f) shall submit to periodic, random drug testing in accordance with the Company's policies; and

(g) shall abide by the rules, regulations, policies and directives of Company.

5. Miscellaneous.

(a) Governing Law. This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by, the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws. All disputes will be heard in the Court of Common Pleas of Allegheny County, Pennsylvania and/or the US District Court for the Western District of Pennsylvania.

(b) Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms

and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

(c) Amendment. No alteration or modification of this Agreement, including exhibits hereto, shall be valid unless made in writing and executed by each of the parties hereto.

(d) Counterparts. This Agreement may be executed in more than one counterpart, and delivered via facsimile or other electronic means, and each executed counterpart shall be considered as the original.

(e) Vested Rights. No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which mature prior to such amendment, supplement or termination.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, administrators, executors, successors and representatives.

(g) Notices. Any notice or other communication by one party to the other shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), addressed to the address specified for each such party on the signature page to this Agreement. Any party may change the address for notice by notifying the other party, in writing, of the new address.

(h) Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

(i) Assignment. Seller Parties may not assign this Agreement without written consent of Company, however, Company may assign this Agreement at its discretion.

(j) Review by Counsel. Seller Parties acknowledges that Seller Parties has been given an opportunity to have this Agreement reviewed by counsel of Seller Parties' choice and that Company has urged Seller Parties to undertake such review. Seller Parties further acknowledges that this Agreement has either been so reviewed or that Seller Parties has determined to waive such review notwithstanding the advice of Company to have this Agreement reviewed on Seller Parties' behalf.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Earnout Agreement as of the Effective Date.

**BUYER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Yan Katsnelson  
Title: Manager

**SELLER PARTIES:**

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Thomas M. Certo  
President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**EXHIBIT D**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "*Agreement*"), is made and entered into as of \_\_\_\_\_, 2017 (the "*Closing Date*"), by and between by and among CIRCULATORY CENTERS OF AMERICA, LLC, a Pennsylvania limited liability company, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, THE CIRCULATORY CENTER OF OHIO, INC. an Ohio corporation, THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. a West Virginia corporation, and GEMINI HOLDINGS INC, a Pennsylvania corporation (collectively, "*Seller Parties*"), and USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "*Buyer Parties*").

**RECITALS:**

A. Buyer Parties and Seller Parties are party to that certain Asset Purchase Agreement dated as of May 4, 2017 (the "*Purchase Agreement*"). Capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

B. Subject to the terms and conditions of the Purchase Agreement, Seller Parties have agreed to assign all of their respective right, title and interest in, to and under the Assumed Contracts, to Buyer Parties, and Buyer Parties has agreed to assume and perform certain Liabilities under the Assumed Contracts as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. Assignment and Assumption of Assumed Contracts. Seller Parties, to the extent permitted by applicable law, hereby assign to Buyer Parties all of Seller Parties' right, title and interest in, to and under the Assumed Contracts and Buyer Parties hereby assumes and agrees to pay, perform, fulfill and otherwise discharge when due all Liabilities relating to or arising from an Assumed Contract, but only to the extent such Liabilities do not relate to or arise from (a) a breach or failure to perform when due any of the terms of the Assumed Contracts prior to the Closing Date or (b) any action, omission or occurrence taking place prior to the Closing Date and resulting in any Liability under the Assumed Contracts.

2. No Other Assumption. Buyer Parties does not assume any of the Retained Liabilities.

3. Binding Effect. This Agreement shall bind and inure to the benefit of parties hereto and their respective successors and permitted assigns. No provision of this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any person other than the parties hereto.

4. Governing Law. This Agreement, and any and all claims arising hereunder, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws. The parties agree to that the Court of Common Pleas of



Allegheny County, Pennsylvania and/or the US District Court for the Western District of Pennsylvania shall have jurisdiction pursuant to this Agreement.

5. Further Assurances. Buyer Parties, Seller Parties shall execute and deliver all such other instruments and agreements and take all such further actions as may be reasonably required to carry out the transactions contemplated by this Agreement.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method approved by the receiving party, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

---

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Closing Date.

**BUYER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Yan Katsnelson  
Title: Manager

**SELLER PARTIES:**

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Thomas M. Certo  
President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**EXHIBIT E**

**NONCOMPETITION AND CONFIDENTIALITY AGREEMENT**

This NONCOMPETITION AND CONFIDENTIALITY AGREEMENT (the "*Agreement*"), dated effective as of May\_\_\_\_, 2017, (the "*Effective Date*"), is by and between USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "*Buyer Parties*"), and CIRCULATORY CENTERS OF AMERICA, LLC, a Pennsylvania limited liability company, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, THE CIRCULATORY CENTER OF OHIO, INC. an Ohio corporation, THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. a West Virginia corporation and GEMINI HOLDINGS INC, a Pennsylvania corporation (collectively, "*Seller Parties*").

**RECITALS:**

A. Pursuant to that certain Asset Purchase Agreement dated as of May 3, 2017 by and among Buyer Parties and Seller Parties (the "*Purchase Agreement*"), on the Effective Date, Seller Parties sold, transferred and assigned, and Buyer Parties purchased, substantially all of the assets used or held for use in connection with the operation of the Business. Capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

B. Seller Parties and its principals and employees have intimate knowledge of the Business which knowledge, if exploited, directly or indirectly, by any Seller Party in contravention of this Agreement, would seriously, adversely and irreparably affect the ability of the Buyer Parties to realize the benefits of its acquisition and protect and secure, among other things, (1) certain trade secrets of the Business; (2) valuable confidential and professional information of the Business; (3) relationships with existing patients; (4) and the goodwill associated with the Business and Purchased Assets.

NOW THEREFORE, in consideration of the Purchase Price paid to Seller Parties for the Purchased Assets, the covenants, warranties and mutual agreements herein set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

1. Acknowledgements. Seller Parties acknowledge that the covenants contained in this Agreement are an essential part of the Purchase Agreement and that, but for Seller Parties' agreement to comply with such covenants, Buyer Parties would not have entered into the Purchase Agreement. Seller Parties further acknowledge that the terms and provisions of this Agreement are incorporated by reference into the Purchase Agreement.

2. Non-competition; Non-Solicitation. From the Effective Date and continuing until the third anniversary of the Effective Date (the "*Covered Period*"), none of the Seller Parties shall, directly or indirectly, for their own account or for others, anywhere in the United States (each a "*Protected Area*") (i) call upon, solicit, divert or take away, any patients, customers or clients seen or treated at any Protected Center, (ii) hire, attempt to hire, contact or solicit with respect to hiring, any employee or independent contractor employed or engaged by Buyer Parties within the 24-month period immediately preceding the expiration of the Covered Period, or (iii) own any interest in, lease, operate, manage, perform services for, extend credit to or otherwise participate in (e.g., as a principal, director, owner, lender, employee, officer, consultant or contractor) any business or entity that provides any medical

phlebology services anywhere in the Protected Area. The foregoing is not intended nor shall it be interpreted to prohibit any Seller Party or any of its employees from working for a hospital or other inpatient setting that provides medical phlebology services.

3. Confidentiality. Seller Parties will hold and keep confidential all Confidential Information (as defined below) to which any Seller Party, at any time shall have become informed, and that Owner will not, directly or indirectly, disclose any Confidential Information to any person, firm, corporation or entity, or use the same, or permit the same to be disclosed or used. "*Confidential Information*" as used herein means proprietary information directly relating to Seller Parties or developed exclusively by Seller Parties or developed for the use of Seller Parties or the Business and may include, without limitation, the following types of information regarding Seller Parties or the Business existing as of the date hereof: corporate information, including business information, plans, strategies, tactics, or policies; marketing information, including strategies, tactics, methods, customer and patient lists, prospects, and market research data; financial data or forecasts; policies or procedures; know-how and ideas; operational information, including trade secrets; and technical information, including designs, drawings and specifications. Confidential Information is limited to that information which is not generally known to the public (other than as a result of unauthorized disclosure by Seller Parties) or within the industry in which Business is operated.

4. Non-Disparagement. Seller Parties will not in any way make any statements, written or verbal, that are defamatory, derogatory, or disparaging about, or that may adversely affect the Business, Buyer Parties or its Affiliates, or any of (a) their directors (b) their officers, members, owners, employees, personnel, agents or representatives but only to the extent Sellers Parties have been introduced or have become familiar with such individual(s) (collectively, the "*Buyer Parties Entities*"). This includes, but is not limited to, making such statements on any internet site, blog or social media page, including Facebook, Google Plus, Twitter, LinkedIn, or any other internet site, electronic medium, or any other forum or medium. This prohibition applies to statements made under false names, anonymously, or through third parties or other business entities. The terms "derogatory" or "disparaging" as used in this Agreement are intended by the parties to have the broadest possible meaning and are to include any utterances or writings by Seller Parties or at any Seller Party's instruction, whether or not such Seller Party believes or is of the opinion that such utterances or writings are correct or true, which could be reasonably regarded as tending to deprecate, discredit, demean, lower or diminish the regard or reputation of or otherwise adversely affect the Business or the Buyer Parties Entities as a result.

5. Compliance. Seller Parties acknowledge that compliance by each Seller Party with the terms of this Agreement is necessary for Buyer Parties to realize the benefits of its acquisition and protect and secure, among other things, among other things, (1) trade secrets of the Business; (2) valuable confidential and professional information of the Business; (3) relationships with existing patients; and (4) the goodwill associated with the Business and Purchased Assets purchased by Buyer Parties under the Purchase Agreement . Further, Seller Parties acknowledge and agree that irreparable injury, for which the remedy at law would be inadequate, will result to Buyer Parties in the event of a breach of this Agreement. Accordingly, Seller Parties agree that Buyer Parties will be entitled, in addition to any other remedies and damages available, including reasonable attorney fees incurred in the enforcement of the covenants and restrictions contained in this Agreement, to an injunction to restrain the violation of the terms of this Agreement.

6. Reasonableness; Severability. Seller Parties acknowledge and agree that the restrictions placed on Seller Parties and the rights and remedies conferred on Buyer Parties are reasonable in time,

scope, and territory and are fully required to protect the legitimate business interests of Buyer Parties without a disproportionate detriment to Seller Parties. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable (i) such provision shall remain in force and effect to the maximum extent allowable, if any, and (ii) such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which such judgment shall have been rendered, and (iii) and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby. If a court finds that any provision of this Agreement is invalid or unenforceable, but that modification of such provision will make it valid or enforceable, then such provision shall be deemed to be so modified.

7. Miscellaneous. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without regard to the conflicts of laws principles thereof). This Agreement embodies the entire agreement and understanding between Buyer Parties and Seller Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and relating to the subject matter hereof. Except as set forth in Section 6 of this Agreement, this Agreement may not be modified or amended or any term or provision hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver, or discharge is sought to be enforced. All of the terms of this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of and be enforceable by the parties hereto, the Buyer Parties Entities and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**BUYER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

**SELLER PARTIES:**

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Yan Katsnelson  
Title: Manager

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Thomas M. Certo  
President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

## EXHIBIT F

### TRANSITION SERVICES AGREEMENT

This **TRANSITION SERVICES AGREEMENT** (the "**Agreement**"), dated effective as of \_\_\_\_\_, 2017, (the "**Effective Date**"), is by and between **USA VEIN CLINICS OF CHICAGO LLC**, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "**Buyer Parties**"), and **CIRCULATORY CENTERS OF AMERICA, LLC**, a Pennsylvania limited liability company, **THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**, a Pennsylvania corporation, **THE CIRCULATORY CENTER OF OHIO, INC.** an Ohio corporation, **THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.** a West Virginia corporation, and **GEMINI HOLDINGS INC**, a Pennsylvania corporation (collectively, "**Seller Parties**").

#### RECITALS:

A. Pursuant to that certain Asset Purchase Agreement dated as of May 4, 2017 by and among Buyer Parties and Seller Parties (the "**Purchase Agreement**"), Buyer Parties purchased substantially all of the assets used or held for use in connection with the operation of the Business. Capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

B. As a condition to Buyer Parties' entering into the Purchase Agreement, Buyer Parties required that Seller Parties, among other things, enter into this Agreement to avoid any post-Closing disruption to the Business.

**NOW THEREFORE**, in consideration of the Purchase Price paid to Seller Parties for the Purchased Assets, the covenants, warranties and mutual agreements herein set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

#### ARTICLE 1. OBLIGATIONS OF BUYER PARTIES

1.1 Services. Buyer Parties shall perform all non-clinical services relating to the general management and administration of the Business (the "**Services**"), which shall include business planning, financial management, accounting and bookkeeping, administration, Patient Record maintenance, facilities management, and staffing and scheduling.

1.2 Space, Equipment, Personnel and Other Infrastructure. In addition to providing certain other products and services as Buyer Parties and Seller Parties may mutually agree, Buyer Parties shall furnish the space, equipment, personnel, and such other items set forth below and as may be reasonably necessary to operate the Business.

(a) Office Space and Utilities. Buyer Parties hereby subleases from Seller Parties, the medical office space located within the Centers (the "**Office Space**"), including all utility services related thereto, to be used to operate the Business; provided that Buyer Parties may move, relocate or close either any of the Centers from time to time in its sole discretion. Such Subleases shall be upon identical terms that Seller Parties' existing lease for such location and the Buyer Parties shall

make said monthly payments directly to the landlord. Buyer Parties shall have right to negotiate different terms with any landlord which terms shall be likewise deemed incorporated into any existing sublease among Seller Parties and Buyer Parties.

(b) Equipment. Buyer Parties shall furnish all medical equipment, office equipment, fixtures and furnishings reasonably necessary for the operation of the Business which may include equipment that Buyer Parties purchased from Seller Parties pursuant to the Purchase Agreement (collectively, the "*Equipment*"). Buyer Parties, at its sole cost and expense, shall keep and maintain the Equipment in good order and repair, ordinary wear and tear excepted. Seller Parties shall provide prompt written notice to Buyer Parties of any Equipment that may be in need of repair or replacement. The Equipment shall remain the sole property of Buyer Parties, and except as may be set forth in the Purchase Agreement, Buyer Parties shall be responsible for the payment of all personal property taxes, license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) which may be imposed upon the ownership, leasing, renting, sale, possession of the Equipment after the Effective Date.

(c) Personnel. Buyer Parties shall notify Seller parties prior to the closing the personal who shall be hired by the Buyer parties. Buyer Parties may also leases from Seller Parties such members of the non-clinical staff (the "*Support Personnel*" and together with the Clinical Providers, collectively, the "*Staff* ") that Buyer Parties believes to be necessary in connection with the Transactions. Such leased Support Personnel shall be subject to Buyer Parties' instruction and control, and shall act in accordance with Buyer Parties' policies, procedures and performance standards. Immediately after Buyer Parties obtains professional liability insurance covering the Clinical Providers (the "*Coverage Date*"), the Clinical Providers will become employees or contractors, as the case may be, of Buyer Parties pursuant to separate written agreements entered into by Buyer Parties with each such Clinical Providers. The Clinical Providers will be and remain after the Coverage Date subject to Buyer Parties' instruction and control and shall act in accordance with Seller Parties' policies, procedures and performance standards. Buyer Parties shall be solely responsible for (i) scheduling of work hours and shifts for the Staff, including with respect to overtime, weekends, holidays and vacations, (ii) providing adequate Staff to operate the Business, and (ii) setting and paying the compensation and benefits of the Staff.

1.3 Supplies. Seller Parties, upon consultation with Buyer Parties, shall furnish all medical and office supplies, reasonably necessary for the operation of the Business ("*Supplies*"). Seller Parties shall provide correspondence to Buyer Parties containing an inventory and location off supplies acquired per the Purchase Agreement.

1.4 Revenue Cycle Management. Seller Parties shall bill and collect, or arrange for a third party to bill and collect, all professional and other fees attributable to services rendered or goods sold in the operation of the Business during the term of this Agreement and prior to the closing. Beginning with the date of the closing and thereafter, Buyer Parties shall bill and collect, or arrange for a third party to bill and collect, all professional and other fees attributable to services rendered or goods sold in the operation of the for all services and procedures performed for Services on the closing date and thereafter.

1.5 Right to Subcontract. Buyer Parties, without the consent of any Seller Party, may subcontract with one or more persons or entities, including any Affiliates of Buyer Parties, to perform all or any portion of Buyer Parties' obligations in this Agreement.



1.6 Insurance. Buyer Parties shall obtain and maintain (a) general liability insurance covering the Business, and (b) professional liability insurance for the Clinical Providers ("*Malpractice Insurance*"), each at policy limits Buyer Parties determines to be reasonable.

## ARTICLE 2. OBLIGATIONS OF SELLER PARTIES

2.1 Clinical Services. Prior to the closing the Seller Parties shall be solely responsible for all aspects of the diagnostic, therapeutic, and all other healthcare services, including the supervision thereof, required by law to be rendered by licensed healthcare professionals at the Centers.

2.2 Transition Services. Seller Parties shall diligently work and cooperate in good faith with Buyer Parties to transition the Business to Buyer Parties, including introducing Buyer Parties, at Buyer Parties' request, to all vendors, suppliers, employer clients, and all other parties with which Seller Parties have commercial relationships in connection with the Business.

2.3 Clinical Provider Representations. Seller Parties represent and warrant that: (i) no Clinical Provider has ever had his or her license to professional healthcare service in any state suspended, revoked or restricted; (ii) no Seller Party or Clinical Provider has ever been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (iii) no Seller Party or Clinical Provider has ever been excluded from participation in, or sanctioned by, any state or federal health care program, including, Medicare or Medicaid; and (iv) no Clinical Provider has ever been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of any Clinical Provider have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason. Seller Parties shall promptly notify Buyer Parties upon the occurrence of any event or omission that reasonably could be anticipated to lead to any of the foregoing representations becoming untrue or incorrect, during the term of this Agreement.

2.4 Medical Reports. Seller Parties shall cause the Clinical Providers to timely produce, review and sign a complete written medical report for each patient receiving services at the Centers sufficient to entitle Seller Parties to full reimbursement for the services rendered. Prior to the closing all charts and medical records of patients of the Seller Parties shall be accurate, complete, and sealed.

2.5 Payor Contracts. Seller Parties shall maintain all Payor Contracts existing as of the Effective Date throughout the term of this Agreement, and shall bill under such Payor Contracts, as appropriate, for all services rendered at the Centers during the term of this Agreement.

2.6 Actions Requiring Buyer Parties' Consent. Notwithstanding anything herein to the contrary, no Seller Party shall perform or commit to perform any of the following actions without the prior written consent of Buyer Parties:

(a) the issuance, redemption, reclassification, recapitalization, transfer, exchange, merger, consolidation, or the consummation of any other action affecting or involving the ownership interests of Seller Parties or of any security convertible into units of ownership interests of Seller Parties;

(b) the employment, engagement, or termination of the service relationship of any existing or new member of the Staff, or grant, payment, or promise to pay any bonus or increase in the

salary or rate of pay of any member of the Staff except for normal annual increases consistent as to timing and amount with past practice;

(c) the distribution of any cash, property or assets of Seller Parties to Owner or to any other party except Buyer Parties for any reason whatsoever;

(d) the sale, assignment, pledge, lease, exchange, transfer or other disposition of Seller Parties' assets (which the parties agree do not include the Purchased Assets) other than in the ordinary course of business, consistent with past practice, including without limitation a mortgage or other grant of a security interest or lien on any of Seller Parties' assets or the Purchased Assets;

(e) the modification or cancelation of any insurance coverage maintained by any Seller Party immediately prior to the Effective Date;

(f) the consummation of any transaction (including the incurrence of indebtedness) or any series of related transactions, or the entering into of any contract, involving aggregate consideration in excess of \$1,000;

(g) the amendment to the organizational documents of Seller Parties except as may be required in the Purchase Agreement prior to or at Closing;

(h) the dissolution or liquidation of Sellers; or

(i) the extension of any credit or the creation of any indebtedness to or from any Clinical Provider or any other third party.

**2.7 Insurance.** Seller Parties shall maintain professional malpractice liability insurance covering claims relating to the professional services rendered at the Centers at policy limits consistent with past practices until the termination of this Agreement. Seller Parties shall maintain general liability coverage upon terms and subject to policy limits consistent with past practices until the termination of this Agreement. At the request of Buyer Parties, Seller Parties shall provide evidence of any such coverage in form reasonably satisfactory to Buyer Parties. Seller Parties shall cause for Buyer Parties and certain Affiliates of Buyer Parties to be named as additional insureds on all insurance described on this Section 2.7.

**2.8 Patient Notification Letters.** Provides of Seller Parties shall prepare, execute, and cause to be mailed to all patients of Seller Parties such correspondence as Seller Parties deems reasonably necessary to notify all said patients that the Buyer Parties has assumed medical practice business operations at the locations of the Seller Parties, that physicians and providers of Seller Parties are now working for Buyer Parties, and that said patients should execute and return the necessary documents to Seller Parties to allow it to transfer the respective patient files of the undersigned to the Buyer Parties.

### ARTICLE 3. MEDICAL PRACTICE CREDENTIALING

3.1 Formation of New Medical Practice. Buyer Parties shall form new medical practices owned by the Buyer Parties, which shall conduct business and practice Medicine at the Seller Parties exiting locations subsequent to the closing.

3.2 Credentialing of Providers. Physicians and other service providers of Seller Parties, as directed by Buyer Parties shall become credentialed with said newly formed Medical Practices of Seller Parties in states where such providers are licensed to practice medicine. Such providers shall execute the power of attorney attached hereto as Exhibit A to authorize Buyer Parties and its authorized agents to apply on such providers behalf for all insurance credentialing with all government and private insurance carriers and providers that Buyer Parties deems necessary so that Buyer Parties may complete such credentialing and be reimbursed from such providers' services performed for the Buyer Parties and subsequent to the closing. Seller Parties and its providers shall assist Buyer Parties and its agents with such insurance credentialing as Buyer Parties and deems necessary within the time periods provided by Buyer Parties.

#### ARTICLE 4. STANDARDS OF PRACTICE AND COMPLIANCE WITH LAW

4.1 Standards of Practice. Seller Parties shall operate and conduct all aspects of the Business in which it has responsibility in accordance with applicable law and professional and ethical standards. Seller Parties shall act in a manner consistent with past practice to cause each Clinical Provider to: (a) interact in a courteous, positive and constructive manner with patients and the Support Personnel; (b) conduct all activities at the Center in compliance with applicable laws and regulations; (c) promote high standards of quality of care, business ethics and integrity; (d) maintain the confidentiality of patient information and protect confidential and proprietary information of Buyer Parties; (e) conduct activities and relationships with others so as to avoid conflicts of interest, in appearance or fact; (f) conduct business transactions with suppliers, contractors, vendors and other third parties at arms-length and free from offers or solicitation of gifts and favors, or other improper inducements; and (g) exercise responsible and reasonable stewardship to preserve and protect the assets and commercial relationships of the Business and make productive and effective use of the resources located at the Center.

4.2 Patient Privacy. Buyer Parties, as a business associate of Seller Parties, agrees to comply to the extent applicable with all applicable federal, state and local privacy and security laws, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all implementing regulations issued pursuant thereto, as may be amended from time to time (45 CFR Parts 160-164). Buyer Parties shall comply with the HIPAA Business Associate Addendum attached hereto as Exhibit B and incorporated herein by reference.

4.3 Compliance with Health Care Fraud and Abuse Laws. Neither Seller Parties nor Buyer Parties, to the extent applicable, shall engage in any activity prohibited by any federal, state or local law or regulation relating to the referral or brokering of patients, including without limitation anti-kickback and self-referral prohibitions and limitations, as the same now exist or as they may be subsequently amended or revised.

4.4 No Referrals Required. Seller Parties nor Buyer Parties shall neither have nor exercise any control or direction over the number, type, or recipient of patient referrals and nothing in this Agreement shall be construed as directing or influencing such referrals. Nothing in this Agreement is to be construed to restrict the professional judgment of the Seller Parties or any Clinical Provider to use or

to refer a patient to any medical practice or facility where necessary or desirable in order to provide proper and appropriate treatment or care to a patient or to comply with the wishes of the patient. No part of this Agreement is intended to induce, encourage, solicit, compensate for (either directly or indirectly, on either an in-cash or in-kind basis) or reimburse for referrals of any patients or business, including any patient or business funded in whole or in part by federal or state government programs (i.e., Medicare, Medicaid, TRICARE, etc.). The parties acknowledge that there is no requirement under this Agreement or any other agreement between the parties that any party refer patients or other business to another party or any of their respective Affiliates. No payment made under this Agreement shall be in return for the referral of patients or business, including those paid in whole or in part by federal or state health care programs.

4.5 Patient Records. The parties acknowledge that all Seller Parties shall act agent for Seller Parties and hold the medical records of patients of Seller Parties pursuant to the agreement attached hereto as Exhibit C until such time as said patients have executed transfer documents transferring said records to Seller parties. Upon the parties' compliance with all applicable rules and regulations pertaining to the transfer in the applicable states of the Medical Practices and upon receiving written transfer documents from patients, such records shall be transferred and assigned to Buyer Parties in accordance with the terms of the Purchase Agreement. Subject to applicable patient privacy laws, Buyer Parties shall permit Seller Parties to review and copy during and after the termination of this Agreement, at Seller Parties' sole cost and expense, the Patient Records created prior to the termination of this Agreement, but only (a) during regular business hours, (b) upon reasonable prior written notice, and (c) to the extent required by applicable law. Seller Parties acknowledge that any patient information reviewed or copied by Seller Parties shall be regarded as confidential information of Buyer Parties, and shall be subject to the protections afforded in Section 6.2 below. By or before the termination or expiration of this Agreement, Buyer Parties shall remove, at Buyer Parties' sole cost and expense, all Patient Records from Owner's residence.

4.6 Discrimination. Seller Parties shall not differentiate or discriminate in its provision of medical services to patients due to race, color, nation origin, ancestry, religion, sex, marital status, sexual orientation, age, or any other characteristics in violation of any applicable state, federal or local law, or the policies and procedures of Buyer Parties, with respect to such matters.

4.7 State Law Compliance. The parties have made all reasonable efforts to ensure that this Agreement complies with the prohibitions against corporate practice of medicine (where applicable) and the splitting of medical fees with non-licensed persons. The parties acknowledge that such laws may be modified or interpreted differently than is the case as of the Effective Date, and the parties intend to comply with such laws in the event of such occurrences. Buyer Parties shall not direct, control, attempt to control, influence, restrict or interfere with Sellers or any of the Clinical Providers exercise of independent clinical, medical or professional judgment in providing healthcare or medical related services prior to the closing date.

## ARTICLE 5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence the Effective Date and shall continue until the occurrence of an event of termination described in Section 5.2 below. This term of this Agreement may be extended by a written agreement signed by both parties.

5.2 Termination. This Agreement shall terminate as follows:

(a) Buyer Parties Termination. Buyer Parties may terminate this Agreement at any time by delivering notice of its intent to terminate to Seller Parties.

(b) *Left Intentionally Blank*

(c) Completion of Transition. The closing of the transaction completed by the Asset Purchase Agreement.

5.3 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligations under this Agreement, except that: (a) the parties' obligations accruing prior to the date of termination shall survive the expiration or termination of this Agreement and (b) the parties' obligations and covenants set forth in this Agreement that expressly continue beyond the term of this Agreement (including Seller Parties' obligation to turn over proceeds received on account of Accounts Receivable) shall survive the expiration or termination of this Agreement, including, the obligations and covenants set forth in this Article 5.

## ARTICLE 6 MISCELLANEOUS

6.1 Responsibility For Own Acts; Cooperation By Parties In Defense. Each party shall be responsible for its own acts or omissions in any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasances or neglect caused by or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party of this Agreement. In the event a claim is made against both parties, it is the intent of both parties to reasonably cooperate in the defense of such claim and to cause their insurers to do the same. However, both parties shall have the right to take any actions they believe necessary to protect their own interests. This duty of each party to be responsible for its own acts is intended to be in addition to any common law rights to contribution or indemnification existing under applicable law which one party may have against the other.

6.2 Independent Contractors. Seller Parties and Buyer Parties are independent contractors, and as such they shall remain professionally and economically independent of the other. Buyer Parties and Seller Parties are not, and shall not be deemed to be, joint venturers, partners, employees or agents of each other. Except as set forth herein or with the other party's written consent, neither party shall have any authority to bind the other; and then only insofar as such authority is conferred herein or by such express written consent. Neither party nor any of its employees or agents shall have any claim under this Agreement or otherwise against the other party for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits. Neither party shall withhold, on behalf of the other party or any of its employees, any sums for income tax, unemployment insurance, Social Security or any other purposes.

6.3 Notices. All notices, demands, requests, consents, reports, approvals or other communications which may be or are required to be given, served, or sent pursuant to this Agreement shall be in writing and shall be mailed in the manner set forth in the Purchase Agreement.

6.4 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however*, that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, except that Buyer Parties may assign any of its rights or delegate any of its duties under this Agreement to any Affiliate of Buyer Parties.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any conflicts-of-law rules or principles that might refer the governance or construction of this Agreement to the laws of another jurisdiction. The parties hereto hereby irrevocably submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania, in each case located in Pittsburgh, Pennsylvania, and appropriate appellate courts therefrom, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts, which courts shall be the exclusive courts of jurisdiction and venue.

6.6 Construction. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time may be amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

6.7 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.

6.8 Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto.

6.9 Entire Agreement. This Agreement, and the agreements, instruments and documents specifically executed or given in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matters described herein, and supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. Notwithstanding the foregoing, if and to the extent any term or condition of this Agreement conflicts or is inconsistent with any terms or conditions of the Purchase Agreement, then the terms and conditions of the Purchase Agreement shall control.

6.10 Headings. Article headings and captions contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

6.11 Waiver. Any waiver of any term, covenant or condition of this Agreement by any party shall not be effective unless set forth in a writing signed by the party granting such waiver, and in no event shall any such waiver be deemed to be a continuing waiver or a waiver of any other term, covenant or condition of this Agreement.

6.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement. Signatures sent by facsimile or electronic transmission shall be deemed to be originals for all purposes of this Agreement.

6.13 Additional Documents. Each party agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

*Signature Page follows*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date .

**BUYER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Yan Katsnelson  
Title: Manager

**SELLER PARTIES:**

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Thomas M. Certo  
President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent



**EXHIBIT A TO  
TRANSITION SERVICES AGREEMENT**

**POWER OF ATTORNEY**

I hereby authorize BUYER PARTIES ("Medical Practices") or any affiliated entity to which Medical Practices may lease my services as a Physician (hereinafter collectively the "Medical Practices") to apply for any insurance credentialing with any government or private insurance carrier or agency including applications for Medicare and Medicaid meaningful use incentive programs, independent practice association, and hospital staff privileges. I agree that all checks which are received for services rendered for Medical Practices or their affiliates are the property of Medical Practices and may be endorsed by any agent or designee of Medical Practices or their affiliates for deposit in Medical Practices' bank account(s).

If any checks are mailed to me at any other address for services rendered while working for Medical Practices or their affiliates, I agree to mail all such checks to the then current office of Medical Practices, properly endorsed for deposit in Medical Practices' bank accounts.

I also authorize Medical Practices or their agents or affiliates to deposit in their bank account(s) all cash receipts pertaining to services provided by me at the offices of Medical Practices.

I understand that this is an irrevocable power of attorney executed by me in consideration of my employment by Medical Practices.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
[PROVIDER NAME]

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print, name, address

\_\_\_\_\_  
NOTARY:

\_\_\_\_\_

**EXHIBIT C TO  
TRANSITION SERVICES AGREEMENT**

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**EXHIBIT D**

**MEDICAL RECORDS MANAGEMENT AGREEMENT**

**THIS MEDICAL RECORDS MANAGEMENT AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **SELLING MEDICAL PRACTICE**, a \_\_\_\_\_ professional corporation, (“Selling Medical Practice”) and **BUYING MEDICAL PRACTICE**, a \_\_\_\_\_ limited liability company (“BUYING MEDICAL PRACTICE”). This Agreement shall be effective \_\_\_\_\_, 2017.

WHEREAS, (\_\_\_\_ state) law requires **SELLING MEDICAL PRACTICE** to maintain and have available the records of its patients for \_\_\_\_ (\_\_\_\_) years subsequent to a patient’s last visit;

WHEREAS, **SELLING MEDICAL PRACTICE** requires a third party to maintain the physical and electronic medical records of its patients which **SELLING MEDICAL PRACTICE** is obligated to do pursuant to (\_\_\_\_ state) law;

WHEREAS, **BUYING MEDICAL PRACTICE** has agreed with **SELLING MEDICAL PRACTICE** that **BUYING MEDICAL PRACTICE** shall keep, store, and maintain the electric and physical medical records of **SELLING MEDICAL PRACTICE**’s patients;

WHEREAS, **SELLING MEDICAL PRACTICE** desires to hire **BUYING MEDICAL PRACTICE** to provide the services stated in this Agreement.

**NOWTHEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

1. **TERM.** The term of this Agreement shall commence on the date of **SELLING MEDICAL PRACTICE**’s signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for three (3) years after the date of this Agreement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date.

2. **CHARGES.** The parties hereby agree that the medical and office equipment that **SELLING MEDICAL PRACTICE** provided to **BUYING MEDICAL PRACTICE** pursuant to a Bill of Sale executed among the parties shall constitute sufficient and adequate consideration for the services that **BUYING MEDICAL PRACTICE** shall provide to **SELLING MEDICAL PRACTICE** pursuant to this Agreement.

3. **SELLING MEDICAL PRACTICE INSTRUCTIONS.** **SELLING MEDICAL PRACTICE** warrants that it is the owner of the electronic and paper files and medical records that it has delivered to **BUYING MEDICAL PRACTICE** and that **SELLING MEDICAL PRACTICE** has full authority to store such files and medical records in accordance with this Agreement.

4. **SERVICES PROVIDED AND OPERATIONAL PROCEDURES.** BUYING MEDICAL PRACTICE shall store all SELLING MEDICAL PRACTICE's paper files and medical records in its office separately from all other files and documents that BUYING MEDICAL PRACTICE may have. BUYING MEDICAL PRACTICE shall store all SELLING MEDICAL PRACTICE's electronic files and medical records in a separate server or database from all other electronic files and documents that BUYING MEDICAL PRACTICE may have. BUYING MEDICAL PRACTICE shall not destroy any SELLING MEDICAL PRACTICE files or medical records in its possession without SELLING MEDICAL PRACTICE's knowledge and consent. Should SELLING MEDICAL PRACTICE request BUYING MEDICAL PRACTICE to destroy any files or medical records, BUYING MEDICAL PRACTICE shall do so in a manner that will assure such files and medical records remain confidential, including shredding them fully before disposal.

The parties have agreed that in addition to storing the files and medical records of SELLING MEDICAL PRACTICE as stated in this Agreement, BUYING MEDICAL PRACTICE shall provide the following services to SELLING MEDICAL PRACTICE:

- (1) BUYING MEDICAL PRACTICE shall on behalf of Physicians of SELLING MEDICAL PRACTICE write letters to all SELLING MEDICAL PRACTICE's patients notifying them that SELLING MEDICAL PRACTICE will cease operating and that BUYING MEDICAL PRACTICE shall operate a medical practice provides phlebology services in SELLING MEDICAL PRACTICE's current location.
- (2) BUYING MEDICAL PRACTICE shall provide transfer documents to SELLING MEDICAL PRACTICE patients that will allow them to transfer their respective files and medical records as they may request.
- (3) BUYING MEDICAL PRACTICE shall review files and medical records of SELLING MEDICAL PRACTICE patients and notify them of other services and procedures that such patients may require or should consider.

SELLING MEDICAL PRACTICE shall comply with BUYING MEDICAL PRACTICE's reasonable operational requirements, as modified from time to time, regarding storage cabinets, cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. BUYING MEDICAL PRACTICE shall not provide original records to anyone except pursuant to a subpoena.

5. **FORCE MAJEURE.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.

6. **GOVERNMENTAL ORDERS.** BUYING MEDICAL PRACTICE is authorized to comply with any subpoena or similar order related to all SELLING MEDICAL PRACTICE files and medical records that is has in its possession, provided that BUYING MEDICAL PRACTICE notifies SELLING MEDICAL PRACTICE promptly upon receipt thereof, unless such notice is prohibited by law. BUYING MEDICAL PRACTICE will cooperate with SELLING MEDICAL PRACTICE's efforts to quash or limit any subpoena, at SELLING MEDICAL PRACTICE's expense.

7. **CONFIDENTIALITY.** "Confidential Information" means any information (i) contained in the files and medical records, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this

Agreement, its Exhibits and BUYING MEDICAL PRACTICE's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. BUYING MEDICAL PRACTICE shall not obtain any rights of any sort in or to the Confidential Information without SELLING MEDICAL PRACTICE's prior instruction or unless an SELLING MEDICAL PRACTICE patients requests his or her records be transferred to BUYING MEDICAL PRACTICE. BUYING MEDICAL PRACTICE shall implement and maintain reasonable safeguards designed to protect SELLING MEDICAL PRACTICE's Confidential Information.

**8. LIMITATION OF LIABILITY.**

A. Liability for Loss or Damage to Files and Medical Records. BUYING MEDICAL PRACTICE shall not be liable for any loss or destruction of, or damage to, SELLING MEDICAL PRACTICE's files and medical records, including costs resulting from a loss of a Files and Medical Records constituting a breach of data security or confidentiality, unless such loss or damage resulted from SELLING MEDICAL PRACTICE's negligence. Files and medical records are not insured by BUYING MEDICAL PRACTICE against loss or damage, however caused. SELLING MEDICAL PRACTICE may insure its files and medical records through third-party insurers for any amount. SELLING MEDICAL PRACTICE shall cause its insurers of its files and medical records to waive any right of subrogation against BUYING MEDICAL PRACTICE. If files and medical records are placed in the custody of a third party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such files and medical records while in the custody of the carrier.

B. Liability for Non-Storage Services. With respect to services not related to the storage of files and medical records, BUYING MEDICAL PRACTICE shall not be liable for any loss or default unless such loss or default is due to the negligence of BUYING MEDICAL PRACTICE.

C. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

9. **ITAR/EAR COMPLIANCE.** SELLING MEDICAL PRACTICE represents that none of the files and medical records stored by SELLING MEDICAL PRACTICE pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of SELLING MEDICAL PRACTICE's files and medical records do contain any such information, SELLING MEDICAL PRACTICE shall notify SELLING MEDICAL PRACTICE of the specific files and medical records that contain such information and acknowledges that special storage and service rates shall apply thereto.

10. **NOTICE OF CLAIMS.** Claims by SELLING MEDICAL PRACTICE must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the files and medical records to SELLING MEDICAL PRACTICE, or ninety (90) days after

SELLING MEDICAL PRACTICE is notified of loss, damage or destruction to part or all of the files and medical records.

11. **NOTICE OF LOSS.** When files and medical records have been lost, damaged or destroyed, SELLING MEDICAL PRACTICE shall, upon confirmation of the event, report the matter in writing to SELLING MEDICAL PRACTICE.

12. **SAFE MATERIALS AND PREMISES.** SELLING MEDICAL PRACTICE shall not store with BUYING MEDICAL PRACTICE any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. SELLING MEDICAL PRACTICE shall not store negotiable instruments, jewelry, checks, stock or other items that have intrinsic value. SELLING MEDICAL PRACTICE warrants that it shall only place paper-based materials in the shredding bins. SELLING MEDICAL PRACTICE shall reimburse BUYING MEDICAL PRACTICE for damage to equipment or injury to personnel resulting from SELLING MEDICAL PRACTICE's breach of this warranty.

13. **MISCELLANEOUS.** BUYING MEDICAL PRACTICE may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Neither party may assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with BUYING MEDICAL PRACTICE. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to BUYING MEDICAL PRACTICE shall be sent to the attention of its Manager. BUYING MEDICAL PRACTICE may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the files and medical records are stored.

**\*\*\* Signature Page to Follow \*\*\***

IN WITNESS WHEREOF, SELLING MEDICAL PRACTICE and BUYING MEDICAL PRACTICE have each caused this agreement to be executed all as of the day and year first above written.

---

**SELLING MEDICAL PRACTICE**

---

**BUYING MEDICAL PRACTICE**

SELLING MEDICAL PRACTICE

(ADDRESS)

(date)

Dear Patient:

---

I am happy to inform you that SELLING MEDICAL PRACTICE will join USA Vein Clinics, which is one of largest and the most respected nationwide phlebology practices. USA Vein Clinics performs state of the art medical procedures and utilizes the newest equipment to continually provide the best vein care to its patients. Effective \_\_\_\_\_, 2017, USA Vein Clinics will take over the space and continue to provide vein care and other phlebology services at our office at (ADDRESS). I am providing this notice to you to make certain that there is continuing care for you and allow you sufficient time to transfer your patient file to USA Vein Clinics.

It is a privilege for me to be your doctor and I assure you that I will remain your doctor at USA Vein Clinics. I am enclosing with this correspondence an authorization letter that will allow the transfer of your file to BUYING MEDICAL PRACTICE. Please complete the attached form, sign it, and mail it to BUYING MEDICAL PRACTICE, so that I may continue to be your doctor.

Please contact my office with questions.

Sincerely,

PHYSICIAN NAME



**AUTHORIZATION TO TRANSFER MEDICAL RECORDS**

**1. PATIENT INFORMATION**

NAME: \_\_\_\_\_ SSN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

**2. AUTHORIZATION FOR RELEASE: I hereby authorize:**

PHYSICIAN NAME  
SELLING MEDICAL PRACTICE  
ADDRESS

To release, disclose and deliver the medical information described below to:

AUTHORIZED RECIPIENT: NAME  
SELLING MEDICAL PRACTICE  
ADDRESS

**3. SPECIFIC AUTHORIZATION:** I specifically authorize the release of ALL medical information relating to the above-named patient including, but not limited to, the following categories protected by state or federal law: (1) Substance abuse (drug or alcohol) treatment; (2) mental health treatment; and (3) HIV-AIDS related information, if such information is contained in the records. Such medical information shall include but not limited to, the following: (1) history and physical treatment records, initial evaluation reports, progress notes, surgery reports, physiological service records and social service records; and (2) other tests, x-ray reports, special studies with any diagnostic tests: MRI, EKG, EEG, NCS, EMG, Myelogram, CT Scans, Nerve Blocks and all other tests. This authorization includes reports, correspondence, test results and any other information in the records, whether generated by authorized provider or other entity.

**4. VALIDITY:** I understand that this authorization will automatically expire one year from the date of my signature, and that I may revoke this authorization by sending a written notice to the person or entity authorized to make the disclosure above. However, the revocation will not be valid if action has been taken in reliance on this authorization including the release of my said information to government agencies, insurance carriers, or others who are financially liable for my care, all information needed.

I authorize the release of the information as indicated above.

Signature of Patient: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT G**

**CLOSING CERTIFICATE OF BUYER PARTIES**

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**, a Pennsylvania corporation, **THE CIRCULATORY CENTER OF OHIO, INC.** an Ohio corporation, **THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.** a West Virginia corporation, **CIRCULATORY CENTERS, P.C.**, a Pennsylvania Corporation, and **GEMINI HOLDINGS INC**, a Pennsylvania corporation (collectively, "Seller Parties") hereby certify, represent and warrant as of \_\_\_\_\_, 2017 (the "*Closing Date*") to **USA VEIN CLINICS OF CHICAGO LLC**, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "*Buyer Parties*"), as follows:

1. Each of the representations, warranties, covenants and agreements, which representations, warranties, covenants and agreements are incorporated herein as though set out in full herein, made by Seller Parties in that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2017, by and among Buyer Parties and Seller Parties (the "*Purchase Agreement*") and all exhibits thereto (A) were true, and correct in all respects on and as of the effective date of the Purchase Agreement, and (B) are true and correct and not breached as of the Closing Date.

2. Each covenant and obligation of Seller Parties to be performed prior to or at Closing pursuant to the Purchase Agreement has been performed and all conditions to Closing have been satisfied (unless expressly waived by Buyer Parties).

3. The undersigned acknowledges that this Closing Certificate is being delivered to Buyer Parties pursuant to the Asset Purchase Agreement and that Buyer Parties will rely on this Closing Certificate in closing the transactions contemplated by the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Closing Certificate has been executed as of the Closing Date.

**BUYER PARTIES:**

**USA VEIN CLINICS OF CHICAGO LLC**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Yan Katsnelson  
Title: Manager

**SELLER PARTIES:**

**CIRCULATORY CENTERS OF AMERICA, LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**GEMINI HOLDINGS INC**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Thomas M. Certo  
President & Authorized Agent

**THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF OHIO, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**  
an West Virginia Corporation

By: \_\_\_\_\_  
Name: Thomas M. Certo  
Title: President & Authorized Agent

**FIRST AMENDMENT  
ASSET PURCHASE AGREEMENT**

WHEREAS, CIRCULATORY CENTERS OF AMERICA, LLC, a Pennsylvania limited liability company, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, THE CIRCULATORY CENTER OF OHIO, INC. an Ohio corporation, THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. a West Virginia corporation, and GEMINI HOLDINGS INC, a Pennsylvania corporation, (collectively, "Seller Parties,") and USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "Buyer Parties,") executed an Asset Purchase Agreement dated May 4, 2017 (the "Agreement,").

WHEREAS, Sec 1.3(a) of the Agreement states as follows:

"(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties' sole discretion until May 31, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties.,"

WHEREAS, Sec 8.3 of the Agreement in part states as follows:

"Amendment; Assignment. This Agreement may not be amended except by an instrument in writing signed by Buyer Parties and Seller Parties....."

NOWHEREFORE, the Seller Parties and Buyer Parties agree as follows:

FIRST: Section 1.3(a) of the Agreement shall be deleted in its entirety and replaced with the following:

"(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties' sole discretion until June 16, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties.,"

SECOND: No further changes as of May 30, 2017.



**SELLER PARTIES**  
By: Thomas M. Certo, Authorized Agent



**BUYER PARTIES**  
By: Yan Katsnelson  
Authorized Agent

**SECOND AMENDMENT  
ASSET PURCHASE AGREEMENT**

WHEREAS, CIRCULATORY CENTERS OF AMERICA, LLC, a Pennsylvania limited liability company, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, THE CIRCULATORY CENTER OF OHIO, INC. an Ohio corporation, THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. a West Virginia corporation, and GEMINI HOLDINGS INC, a Pennsylvania corporation, (collectively, "Seller Parties") and USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "Buyer Parties") executed an Asset Purchase Agreement dated May 4, 2017 as amended (the "Agreement").

WHEREAS, Sec 1.3(a) of the Agreement pursuant to the First Amendment to the Agreement states as follows:

"(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties' sole discretion until June 16, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties."

WHEREAS, Sec 8.3 of the Agreement in part states as follows:

"Amendment: Assignment. This Agreement may not be amended except by an instrument in writing signed by Buyer Parties and Seller Parties...."

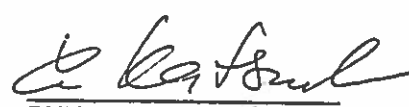
NOWHEREFORE, the Seller Parties and Buyer Parties agree as follows:

FIRST: Section 1.3(a) of the Agreement shall be deleted in its entirety and replaced with the following:

"(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties' sole discretion until July 5, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties."

SECOND: No further changes as of June 14, 2017.

  
SELLER PARTIES  
By: Thomas M. Certo, Authorized Agent

  
BUYER PARTIES  
By: Yan Katsnelson  
Authorized Agent

**THIRD AMENDMENT  
ASSET PURCHASE AGREEMENT**

WHEREAS, CIRCULATORY CENTERS OF AMERICA, LLC, a Pennsylvania limited liability company, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, THE CIRCULATORY CENTER OF OHIO, INC. an Ohio corporation, THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. a West Virginia corporation, and GEMINI HOLDINGS INC, a Pennsylvania corporation, (collectively, "Seller Parties") and USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "Buyer Parties") executed an Asset Purchase Agreement dated May 4, 2017 as amended (the "Agreement").

WHEREAS, Sec 1.3(a) of the Agreement as amended pursuant to the Second Amendment to the Agreement states as follows:

“(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties’ sole discretion until July 5, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties.”

WHEREAS, Sec 8.3 of the Agreement in part states as follows:

“Amendment; Assignment. This Agreement may not be amended except by an instrument in writing signed by Buyer Parties and Seller Parties....”

NOWHEREFORE, the Seller Parties and Buyer Parties agree as follows:

FIRST: Section 1.3(a) of the Agreement shall be deleted in its entirety and replaced with the following:

“(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties’ sole discretion until July 17, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties.”

SECOND: No further changes as of July 5, 2017.



SELLER PARTIES  
By: Thomas M. Certo, Authorized Agent

BUYER PARTIES  
By: Yan Katsnelson  
Authorized Agent

**FOURTH AMENDMENT  
ASSET PURCHASE AGREEMENT**

WHEREAS, CIRCULATORY CENTERS OF AMERICA, LLC, a Pennsylvania limited liability company, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, THE CIRCULATORY CENTER OF OHIO, INC. an Ohio corporation, THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. a West Virginia corporation, and GEMINI HOLDINGS INC, a Pennsylvania corporation, (collectively, "Seller Parties") and USA VEIN CLINICS OF CHICAGO LLC, an Illinois limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "Buyer Parties") executed an Asset Purchase Agreement dated May 4, 2017 as amended (the "Agreement").

WHEREAS, Sec 1.3(a) of the Agreement as amended pursuant to the Second Amendment to the Agreement states as follows:

"(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties' sole discretion until July 17, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties."

WHEREAS, Sec 8.3 of the Agreement in part states as follows:

~~"Amendment; Assignment.~~ This Agreement may not be amended except by an instrument in writing signed by Buyer Parties and Seller Parties...."

NOWHEREFORE, the Seller Parties and Buyer Parties agree as follows:

FIRST: Section 1.3(a) of the Agreement shall be deleted in its entirety and replaced with the following:

"(a) Upon execution of this Agreement Buyer Parties shall deposit fifty thousand dollars (\$50,000.00) into an escrow account as designated by the Buyer Parties. Such escrow shall remain a single order escrow subject to the Buyer Parties' sole discretion until August 1, 2017, after which date such escrow account shall become a joint order escrow among the Buyer Parties and the Seller Parties."

SECOND: No further changes as of July 16, 2017.

SELLER PARTIES  
By: Thomas M. Certo, Authorized Agent

BUYER PARTIES  
By: Yan Katsnelson  
Authorized Agent

(1) Schedule 1.1(a) - List of all purchased assets by practice and by entity.

Property and Equipment	1/31/2017	2/28/2017	3/31/2017
Fixed Assets	2,907,842.51	2,909,415.41	2,909,415.41
Fixed Assets - EMR	193,627.11	193,627.11	193,627.11
Fixed Assets - Shoreline	339,890.44	0.44	-
Fixed Assets - VA	447,987.30	-	-
Fixed Assets - Leapfrog	321,508.81	321,508.81	321,508.81
Total Property and Equipment	4,210,856.17	3,424,551.77	3,424,551.33
Accumulated Depreciation	(2,703,720.28)	(2,396,313.28)	(2,446,313.28)
Net Property and Equipment	1,507,135.89	1,028,238.49	978,238.05

Laser Machines

Serial Number	Location	US Machine	US Serial #	US Reference #	US Warranty
DNL0199-1109	1470	PA103	Fox Chapel		
DNL0111-0410	1470 14W	GA148	State College/Altoona/Ohio	Certo	42969
DNL0297-1210	1470	OH127	Ohio	Snavelly	40302
DNL0209-1113	1470		Monroeville/Shills/Rob	Musson	45237
DNL0298-1210	1470 15W	PA119	WV	Doyle	59802
DNL0260-1212	15W			White	
DNL0273-1110	1470				
DNL0190-0913	1470 7W	WV107			
ACVB01		NS160			

DNL0144-0713	15 W		Jamestown	Rockwell	CTEV
DNL0083-0310	1470				
DNL0210-1113	1470 7W	PA103	Connecticut	Hahn	82674

Source(s):  
Company Property March 2017

US TECH Equipment

Dr./Tech name	Location	US Machine	US Serial #	US Reference #	US Warranty
Erie attending doctor	Erie	Titan	03J5JR	PO8830-02	N/A
Gina Lintal	Highlands	MicroMaxx	037896	PO6468-11	N/A
Roxanne Miller	Jamestown	GE Logic	329104WX4	54190804	N/A



Maria Shaheen	PGH	Sonosite M-Turbo	WK1XZT	P08189-82	N/A
Maria Shaheen	PGH	Titan	33030	PO4240-16R	N/A
Tisha Pack	Ohio	MicroMaxx	03707Y	P06468-11	N/A
Jaime Graham	Ohio	MicroMaxx	039C44	P08840-02	N/A
OHIO LOANER	Ohio	MicroMaxx	WK18C1	P08840-22	N/A
FAIRLAWN LOANER	Ohio	Titan	033QTB	PO4240-11	N/A
Stepahnie Geber	Ohio	MicroMaxx	WK1DP2	P08840-22	N/A
Dr. Certo	Fox Chapel	MicroMaxx	03702H	P06468-11	N/A
Dr. Snavelly	Highlands	MicroMaxx	037HIZ	P06468-11	N/A
Dr. Doyle	Moore/Monroe/We	MicroMaxx	0347QM	P05361-01	N/A
Dr. Musson	Ohio	Titan	03452G	P04240-12	N/A
Dr. Doyle -Morgantown	WV	Titan	032CQY	P04240-04	N/A
Loaner #3 Highlands	Highlands	MicroMaxx	037R79	P06468-11	N/A
Unassigned	Highlands	Titan	033QK6	P0420-11	N/A
pgH loaner (in fox chapel)	Ohio	Titan	0329NG	P04107-02R	N/A
pgH loaner(need repaired)	Fox Chapel	Titan	033QK8	PO4240-11	
Old Loaner	Highlands	MicroMaxx	038IX4	P07071-15	N/A
Loaner #1	Fox Chapel	Titan	032CH9	P04540-10	N/A
	Fox Chapel	Titan	USED FOR PARTS		
			USED FOR PARTS		
				P04240-17	085HBH

Dr. Rockwell	Jamestown	GE Logic	LE 348541		N/A
Michelle Fox	Erie	GE Logic E	394822WX1	5446909	N/A
Megan Gresh	Highlands	GE Logic E	329110WX1	5419804	N/A
Marlaina Goans	PGH	GE Logic E	394823WX9	5446909	N/A
Jasmin Hanstine	PGH	GE Logic E	394828WX8	5446909	N/A
Sheila Szewczyk	PGH	GE Logic E	394985WX6	5446909	N/A
Chris Petit	PGH	GE Logic E	394825WX4	5446909	N/A
Dr. Hahn	CT	MicroMaxx	WK18DD	P08840-22	
Agnes Targonski	CT	GE Logic E	394983WX1	5446909	
Agnes Targonski	CT	GE Logic	LE343514	N/A	

Brad # 724-513-8173

Service # 877-657-8118 option 2

Sales Rep - JoAnn Fournier 413-262-2259 or joann.fournier@sonosite.com

Machine# \* used for maintenance calls

Source(s):

Company Property March 2017

Cameras
Company Cars
Cell Phones
Servers
Laptops
Workstations
Other
Hardware and Software
Printers, Scanners, Fax Machines
Fortinet Inventory
IPitomy Phones and Phantom Forwarding Lines

**(2) Schedule 1.1(e) - List of all contracts, leases, licenses, purchase orders, commitments, or other binding arrangements that buyer will ass**

**Leases**

Location Information --> Physician/Staffing -->

Location	Owner	Address	Region	State	Entity
ALTOONA	Dr. Louis Certo	2900 Plank f	SCAL	PA	CC of PA, Inc.
CANFIELD	Dr. Louis Certo	6655 Seville	YGTN	OH	CC of OH, Inc.
ERIE	Dr. Louis Certo	2501 West 1	ERIE	PA	CC of PA, Inc.
FAIRLAWN	Dr. Louis Certo	3618 West N	AKRN	OH	CC of OH, Inc.
FOX CHAPEL	Dr. Louis Certo	300 Chapel I	PITT	PA	CC of PA, Inc.
JAMESTOWN	Dr. Robert Musson	779 Fairmol	JAME	NY	CC of NY, Inc.
JOHNSTOWN	Dr. Louis Certo	241 Schoolh	SOJO	PA	CC of PA, Inc.
MIDDLEBURG	Dr. Louis Certo	7050 Engle f	CLEV	OH	CC of OH, Inc.
MONROEVILLE	Dr. Louis Certo	4075 Monro	PITT	PA	CC of PA, Inc.
MOON/ROBINSON	Dr. Louis Certo	2 Robinson I	PITT	PA	CC of PA, Inc.
MORGANTOWN	Dr. Robert Musson	1010 Suncre	CCWV	WV	CC of WV, Inc.
NORTH CANTON	Dr. Louis Certo	4368 Dressk	AKRN	OH	CC of OH, Inc.
SOUTH HILLS	Dr. Louis Certo	180 Fort Cot	PITT	PA	CC of PA, Inc.
STATE COLLEGE	Dr. Louis Certo	313 Logan A	SCAL	PA	CC of PA, Inc.
WARREN	Dr. Louis Certo	5000 East M	YGTN	OH	CC of OH, Inc.
WEXFORD	Dr. Louis Certo	1000 Stonev	PITT	PA	CC of PA, Inc.

**Source(s):**

*Real Property - Lease Schedules and Office Leases*

**Shareholder Designation and Stock Transfer Agreements**

**Licenses and Accreditations**

**Employment Agreements**

**Mid-level contracts for NPPs**

**Contracts for Software, Telecom and IT**

**Contracts for Medical Record Systems**

**Contracts with General Vendors**

Time.

Landlord	Start	Renewal	End	Square Feet	# Exam Rooms	Renewal Rights	Security Depo:	Monthly Rent Obligations -->
VIDORO Properties	11/1/2014		12/31/2019	1,883	6		3,295.25	
CTW Development Corporation	10/1/2006	2/1/2012	1/31/2017	2,400	5	Exercised	2,000.00	
MED3000 Inc.	11/1/2011		10/31/2016	3,602	6		-	
TRES Properties, LLC	5/1/2014		4/30/2019	2,930	5		2,123.25	
Park Place Associates of Pittsburgh, LP	9/4/2013		9/30/2024	4,872			-	
James V. Paige Jr. Development Corp.	1/1/2014		12/31/2019	2,000	5		2,900.00	
Cammik Holdings, LLC	6/1/2011		5/31/2015	1,556	6		-	
TRES Properties, LLC	5/1/2014		4/30/2019	1,752	4		1,729.25	
CBRE, Inc.	6/1/2011		5/31/2018	2,129	6		-	
McKnight Robinson Plaza Associates, LP	10/1/2015		9/30/2025	1,842	5		3,146.75	
Gateway Towne Centre, LLC	1/1/2015		12/31/2024	2,832	6		4,661.00	
Nation Land Company, LLC	12/1/2012		11/30/2017	2,144			1,100.00	
Union Real Estate Company of Pittsburgh	2/1/2013		1/31/2018	2,050	6		-	
724 Associates	4/1/2015		3/31/2020	1,550	4		-	
Lewis Howland Associates, Ltd.	12/1/2011		11/30/2014	1,280	3		1,448.00	
Stonewood East Partners, LP	9/1/2013		8/31/2023	2,597	6		-	

Notes -->

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
	39,543.00	39,543.00	39,543.00	39,543.00	-	-	-	-	-	-
	30,200.04	2,516.67	-	-	-	-	-	-	-	-
	20,020.00	-	-	-	-	-	-	-	-	-
	43,196.00	44,275.88	45,382.80	15,251.60	-	-	-	-	-	-
	123,018.00	126,672.00	126,672.00	127,890.00	131,544.00	131,544.00	131,544.00	131,544.00	98,658.00	-
	36,919.32	38,026.90	39,167.71	40,342.74	-	-	-	-	-	-
	19,449.96	19,449.96	-	-	-	-	-	-	-	-
	29,170.84	29,900.12	30,647.60	10,299.60	-	-	-	-	-	-
	42,514.56	42,514.56	17,714.40	-	-	-	-	-	-	-
	37,761.00	37,991.25	38,682.00	38,912.25	39,603.00	39,833.25	40,524.00	40,754.25	41,445.00	31,083.75
	65,844.00	65,844.00	65,844.00	65,844.00	65,844.00	65,844.00	65,844.00	65,844.00	65,844.00	-
	25,942.44	23,780.57	-	-	-	-	-	-	-	-
	45,096.00	45,096.00	3,758.00	-	-	-	-	-	-	-
	25,980.00	26,340.00	26,865.00	27,360.00	6,870.00	-	-	-	-	-
	18,780.96	18,780.96	-	-	-	-	-	-	-	-
	61,289.16	62,154.86	63,366.84	63,886.24	64,925.04	65,444.44	66,483.24	44,322.16	-	-
	664,725.28	622,886.73	497,643.35	429,329.43	308,786.04	302,665.69	304,395.24	282,464.41	205,947.00	31,083.75

(3) Schedule 1.1 (f) - List of all IP, web pages, URLs, blogs, social media pages and accounts, email addresses, domain na

Corporate Website			
Source	Account	Password	URL
Corporate Website	N/A	N/A	http://www.veinhealth.com/

Social Media			
Social Media	Account	Password	URL
Facebook	N/A	N/A	https://www.facebook.com/circulatorycenters/
LinkedIn	N/A	N/A	https://www.linkedin.com/company/circulatory-centers

Email Addresses				
Role	Last	First	Email Address	
Physician	Rockwell	Bruce	brockwell@circcenters.com	
Physician	Certo	Louis	lcerto@circcenters.com	
Physician	Musson	Robert	rmusson@circcenters.com	
Physician	Snavely	Jennifer	jsnavely@circcenters.com	
Physician	Doyle	Thomas	tdoyle@circcenters.com	

**(4) Schedule 1.1(g) - All advance payments, prepayments, prepaid expenses, and deposits made by Seller Parties**

<b>Current Assets</b>	<b>1/31/2017</b>	<b>2/28/2017</b>	<b>3/31/2017</b>
Checking Acct: PNC - OH	(82,943.14)	(16,428.04)	(28,456.48)
Checking Acct: FNB - WV	-	15,232.26	31,624.73
Accounts Receivable	844,410.00	874,750.00	862,143.00
Prepaid Insurance	11,538.76	23,170.20	(4,120.77)
Prepaid Expense	116,848.80	127,288.11	103,594.86
Security Deposit	56,145.68	56,145.68	46,145.68
<b>Total Current Assets</b>	<b>946,000.10</b>	<b>1,080,158.21</b>	<b>1,010,931.02</b>

Everett stated that "security deposits are the only prepaid item, which would come from the schedule of leases to t  
However, as per the balance sheet provided as of 03/31/2017, CCA had the aforementioned current assets.

**(6) Schedule 2.6 - Consents and Approvals. Bk Ct order approving the sale free and clear of liens and encumbran**

*Pending*

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**(7) Schedule 2.7 - Legal Proceedings. List of all pending or threatened lawsuits, administrative proceedings, condemnation, arbitrations, claims, investigation or pr**

Only information provided was that regarding Circulatory Centers participation in an appeal with UPMC Health Plan for the denial of several patents.

**Source(s):**  
*Litigation - 12. UPMC Appeal*

IN RE: Circulatory Centers of West Virginia, Inc., in the United States Bankruptcy Court for the Western District of PA, No. 17-20211-GLT. (Also, related cases filed at Bankruptcy No. 17-20211-GLT, Bankruptcy No. 17-20211-GLT,

Fifth Third Bank v Circulator Centers of America, LLC et al, Allegheny County< PA Court of Common Pleas Docket GD-16-021470.

{{Ohio Landlord Tenant case. - docket number to follow}}

There are a few (5 or 6) small claims (most less than \$2,500) which are in process of being resolved. None of them are of any monetary significance and will not result in any liens on the Assets of the Company. A full list of such matters will follow.

**(8) Schedule 2.8 - Contracts. All disclosed and known contracts.**

*Other Contracts*

Articles of Incorporation

Medicare Form 855s

Payor Contracts

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**(9) Schedule 2.9 - Compliance With Laws. Disclose all known or potential violations of health care laws of any fe**

CIRCULATORY CENTER OF AMERICA, LLC THE CIRCULATORY CENTER OF PENNSYLVANIA, INC, THE CIRCULATORY CENTER OF OHIO, INC., THE CIRCULATORY CENTER OF WEST VIRGINIA, INC, and CIRCULATORY CENTER NEW YORK LLP are subjects of an administrative audit concerning Medicare and Medicaid billing matters. A meeting is scheduled with the attorneys for the parties in which a settlement is to be reached. In any event, there will be no liens on any Assets being transferred. All indications are that a compromise will be reached.

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