IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS KANSAS CITY DIVISION

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KANSAS CITY INTERNAL MEDICINE, P.A.,

Case No. 17-22168-dls Chapter 11

Debtor.

MOTION FOR ORDER: (1) AUTHORIZING SALE OF CERTAIN OF THE DEBTOR'S PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (2) APPROVING BIDDING PROCEDURES, BID PROTECTIONS, AND SALE AGREEMENT; AND (3) ESTABLISHING PROCEDURES TO APPROVE THE SALE

Kansas City Internal Medicine, P.A. as Debtor and Debtor-in-possession herein (the "*Debtor*"), by and through counsel, Colin N. Gotham of Evans & Mullinix, P.A., requests the court, pursuant to 11 U.S.C. §§ 105(a), 363(b) and (f) and 365, enter its Order (i) authorizing the Debtor to sell certain of its property free and clear of all Liens (as defined below); (ii) approving bidding procedures, bid protections, and a sale agreement; and (iii) establishing procedures to approve the sale. In support of this Motion the Debtor presents the following:

The Debtor

- 1. On the 8th day of November, 2017, Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*").
- 2. Pursuant to §§ 1107 and 1108 of the Bankruptcy Code, the Debtor remains as Debtor-in-Possession.
 - 3. The nature of the business of the Debtor is medical services.
- 4. The Debtor operated multiple medical treatment facilities on both sides of the Kansas Missouri State Line in the Kansas City Metropolitan Area with an emphasis on internal medicine, but decided that the continued operation of the medical treatment facilities was not

profitable. As a result, on November 1, 2017, the Debtor entered into a certain Operations Agreement and Furniture and Equipment Lease Agreement (the "Statland Equipment Lease") with Statland Medical Group, Inc., a Kansas limited liability company ("Statland").

- 5. A true and correct copy of the Statland Equipment Lease is attached hereto as **Exhibit A**.
- 6. It is contemplated that the Statland Equipment Lease will terminate, once the sale proposed pursuant to this motion has been closed.
- 7. Pursuant to the Asset Purchase Agreement (the "Sale Agreement") between the Debtor and Statland, the Debtor proposes to sell the assets identified in the Sale Agreement as the "Purchased Assets," which for avoidance of doubt includes the name and service mark "Kansas City Internal Medicine" (collectively, the "Property").
- 8. A true and correct copy of the Sale Agreement is attached hereto as **Exhibit B** and incorporated herein by reference.
- 9. The Property, which consists of only a portion of Debtor's personal property, includes equipment, inventory, certain intangible assets, and other assets described in the Sale Agreement.
- 10. The equipment and materials that are being sold as part of the Sale Agreement are those assets located in a medical building next to Menorah Medical Center in Overland Park, KS and more specifically 12140 Nall Avenue, Ste 100 and 300, Overland Park, KS 66209. The proposed sale does not include the equipment and materials located at 5401 College Blvd., Overland Park, KS, 501 NW Murray Road, Lee's Summit, MO, 1010 Carondelet Drive, Stes 124A and B and 224A Kansas City, MO, 1310 E. 104 Street, Kansas City, MO.
 - 11. Statland has entered into employment agreements with certain of the Debtor's

shareholders and other employed individuals who performed services at the location.

12. In particular, the Debtor has eight (8) physician shareholders and, just prior to filing, five (5) non-shareholder physicians were affiliated with the Debtor. Signature Medical Group, Inc. technically employed all of the doctors and approximately fifty (50) non-physician employees. Statland now employs two (2) non-shareholder physicians who were previously affiliated with the Debtor, three (3) physicians who are shareholders of the Debtor, and approximately thirty-one (31) former non-physician employees of Signature Medical Group.

Jurisdiction

13. This court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and venue of this bankruptcy proceeding and this Motion is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are 11 U.S.C. §§ 105(a), 363(b) and (f) and 365.

Relief Requested and Applicable Authority

- 14. After exploring its alternatives, the Debtor has determined in its business judgment that the sale of the Property is in the best interests of the Debtor's chapter 11 estate and its creditors.
- 15. Accordingly, the Debtor seeks the entry of an order by this court: (i) approving and authorizing the sale of the Property free and clear of all mortgages, liens, pledges, hypothecations, security interests, charges, encumbrances, claims and interests, of any kind, nature, character or description (collectively, "*Liens*"); (ii) approving the Bidding Procedures (as defined below), certain limited bid protections, and the Sale Agreement; (iii) setting the time and date for an auction of the Property; and (iv)establishing procedures for the final approval of the sale.

The Sale Agreement

- 16. As provided in the Sale Agreement, the Debtor has negotiated a sale of the Property to Statland, free and clear of Liens, for a purchase price of One Hundred Thirty Nine Thousand and Thirty Six Dollars (\$139,036.47) (as computed in the Sale Agreement) (the "Purchase Price"), payable in full and in cash at closing.
- 17. The Property in Exhibit B and Exhibit C to the Sale Agreement was appraised for \$139,036.47 on or about November 1, 2017. The Purchase Price is substantially equal to the fair market value of the assets.
- 18. There are no brokers involved in consummating the Sale Agreement and no brokers' commissions are due.
- 19. The Sale Agreement requires that the sale close no later than fourteen days after the Sale Order is entered.
- 20. The sale of the Property to Statland pursuant to the Sale Agreement is subject to higher and better bids, as provided in the Sale Agreement and described below.
- 21. The Debtor believes the Purchase Price constitutes fair value for the Property and the terms of the proposed sale to Statland are fair and reasonable.
- 22. The negotiated bid protections are fair and reasonable, and serve to assure the Debtor has at least one purchaser ready and willing to pay fair market value for the Property while still subjecting the Purchase Price to higher and better offers.
- 23. The Debtor proposes to sell the Property to Statland pursuant to 11 U.S.C. §363(b), which permits the Debtor, after notice and hearing, to sell, other than in the ordinary course of business, property of the estate.

Proposed Bidding Procedures and Bid Protections

24. As agreed by the Debtor and Statland, the Purchase Price will be subjected to 00763514

higher and better offers.

- 25. To that end, the Debtor proposes the following terms and conditions, pursuant to which the Purchase Price shall be exposed to higher and better offers (collectively, the "*Bidding Procedures*"):
 - a. In order to participate in the Auction, on or before December 4, 2017, at 5:00 p.m. (prevailing Central time) (the "*Bid Deadline*") a competing bidder must:
 - i. make a binding, written offer to the Debtor to purchase the Property for a purchase price of not less than an amount equal to the sum of the Purchase Price and Minimum Overbid (as defined below) and upon terms substantially similar to the Sale Agreement in all material respects (such binding, written offer, a "Competing Offer");
 - ii. present to the Debtor's attorney appropriate written evidence, satisfactory to the Debtor in its sole discretion, of such bidder's financial ability to consummate a purchase of the Property should such party be the successful bidder at the Auction; and
 - iii. pay to the Debtor's counsel's trust account an earnest money deposit in an amount equal to ten percent (10%) of the Competing Offer.
 - b. Any Competing Offer shall be on terms which are no more burdensome or conditional to the Debtor or less burdensome or conditional to the bidder than are the terms of the Sale Agreement.
 - c. e. Upon a determination by the Debtor, in its reasonable business judgment, that a competing bidder has satisfied the foregoing requirements, such competing bidder shall be deemed a "Qualified Bidder" and such Competing Offer shall be deemed a "Qualified Offer".
 - d. If the Debtor receives one or more Qualified Offers, the Debtor shall conduct an auction of the Property at this court (the "Auction"), on December 8, 2017 at 9:00 a.m. (prevailing Central time) (the "Auction Date"), at which the Property will be offered for sale in a single lot.
 - e. Only Qualified Bidders and Statland shall be entitled to bid at the Auction.
 - h. The opening bid at the Auction shall be the highest Qualified Offer received by Debtor, and all subsequent bids at the Auction must exceed the previous highest bid by an amount of not less than Ten Thousand

Dollars (\$10,000) (the "Minimum Overbid").

- 26. The determination of what constitutes the highest and best bid at the Auction shall be made by the Debtor in its sole reasonable discretion.
 - 27. Debtor may accept one or more back-up bids at the conclusion of the Auction.

Approval of the Sale

- 28. In the event Debtor does not receive a Qualified Offer, the day after the Bid Deadline, the Debtor shall file with this court and serve upon the Notice Parties (as defined below) a notice that the Auction has been cancelled and the Property will be sold to Statland for the Purchase Price, pursuant to section 363 of the Bankruptcy Code.
- 29. In the event the Debtor does receive one or more Qualified Offers, the Debtor shall proceed with the Auction and, at the conclusion of the Auction, shall file with this court and serve upon the Notice Parties (as defined below) a notice setting forth the amount of the highest and best offer (the "Winning Bid") and the identity of the party submitting the highest and best bid at the Auction (the "Winning Bidder").
- 30. Upon the expiration of seven (7) days after the filing of a notice with this court in accordance with paragraphs 28 and 29 (such date, the "Objection Deadline"), if no objections have been filed with respect to such notice, this court shall enter an order, substantially in the form as **Exhibit D**, confirming the sale to Statland or the Winning Bidder (as applicable) (the "Sale Order").
- 31. If an objection is filed before the Objection Deadline, this court will schedule a hearing within twenty-one days to consider such objection and confirmation of the sale to Statland or the Winning Bidder, as applicable.

The Proposed Sale Should Be Approved

32. The Debtor believes the sale of the Property as described herein is in the best 00763514

interests of the Debtor's chapter 11 estate and its creditors, is proposed in good faith, and is fully justified.

- 33. The Purchase Price is substantially equal to the Property's fair market value.
- 34. Statland is a bona fide, good faith purchaser for value and is, as is more fully and completely described in the Sale Agreement, prepared to purchase the Property upon the terms set forth herein and in the Sale Agreement.
- 35. Statland is a good faith purchaser of the Property and is entitled to the protections afforded by Section 363(m) of the Bankruptcy Code.
- 36. The Sale Agreement, including the Bidding Procedures, was negotiated at arm's length.
- 37. There has been no self-dealing, bad faith, fraud or unfair dealing relative to the negotiation of the Sale Agreement by the Debtor.
- 38. The Debtor will notify its secured creditors, unsecured creditors, and parties who have expressed an interest in the Property during the Debtor's ownership of the Property of the Auction.
- 39. The Debtor is not aware of any perfected secured creditors of the Debtor for the assets that are being sold..
- 40. The creditors of the Debtor will receive greater value through an orderly sale in chapter 11 than they would receive if relief from stay is granted.
- 41. The Debtor, therefore, requests that it be authorized to complete and to conduct the sale of the Property as provided herein, pursuant to section 363(b) of the Bankruptcy Code, which permits sale of the property of the estate, other than in the ordinary course of business, after notice and hearing.

Sale Shall Be Free and Clear of Liens

42. 11 U.S.C. § 363(f) provides:

The Trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate only if:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is a bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.
- 43. Pursuant to 11 U.S.C. § 363(f), the Debtor seeks authority to sell and transfer the Property to Statland or the Winning Bidder, as applicable, free and clear of all Liens.
- 44. Any such Liens shall attach to the proceeds of the sale of the Property, subject to any rights and defenses of the Debtor and other parties in interest with respect to such Liens.
 - 45. A sale free and clear of Liens is necessary to maximize the value of the Property.
- 46. A sale subject to Liens would result in a lower purchase price and be of substantially less benefit to the Debtor's estate.
- 47. A sale free and clear of Liens is particularly appropriate under the circumstances, because any Lien in, to, or against any of the Property that exists immediately prior to the closing of the sale will attach to the sale proceeds with the same validity, priority, force, and effect as it had at such time, subject to the rights and defenses of the Debtor or any party in interest.
- 48. Section 363(f)(4) further provides that a sale may occur if there is a bona fide dispute as to a lien.
- 49. Moreover, any holder of a Lien that receives notice of the sale and which fails to 00763514

object to the sale of the Property free and clear of Liens should be deemed to consent to the sales, thereby complying with §363(f)(2) of the Bankruptcy Code.

- 50. The Debtor is requesting of this court its consideration of the proposal set forth herein.
- 51. Specifically, the Debtor is requesting entry of an order: (i) approving the sale of the Property as provided herein free and clear of all Liens; (ii) approving the Bidding Procedures, Minimum Overbid, and Sale Agreement; (iii) and establishing procedures for the approval of the sale.
- 52. The Debtor shall serve a copy this motion and all exhibits to this motion on: (i) the United States Trustee; (ii) the Debtor's secured creditors through their counsel; (iii) all unsecured creditors; and (iv) any party who has requested notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure ((i)–(iv), collectively, the "*Notice Parties*").
- 53. Service will be by overnight mail, by facsimile, by electronic notice through the Clerk of the Court or by hand delivery, whatever method the Debtor deems most appropriate for any given creditor, and as set forth on the certificate of service for this motion.

WHEREFORE, the Debtor respectfully prays of this Court entry of the proposed Bidding Procedures Order attached as **Exhibit C**:

- A. authorizing the sale of the Property free and clear of Liens, pursuant to section 363 of the Bankruptcy Code;
- B. authorizing and approving the Bidding Procedures, Minimum Overbid, and Sale Agreement;
 - C. authorizing and approving the method of approving the sale of the Property;
 - D. authorizing and directing that the sale of the Property be free and clear of any and

all Liens, including but not limited to unpaid real or personal property taxes, if any, with all such Liens attaching to the proceeds of the sale with the same validity, priority, force, and effect as they had as of the closing of such sale, subject to the rights and defenses of the Debtor or any party in interest;

- E. finding Statland is a good faith purchaser of the Property and is entitled to the protections afforded by section 363(m) of the Bankruptcy Code; and
 - F. granting such other and further relief as the court deems just and proper.

Respectfully Submitted:

EVANS & MULLINIX, P.A.

/s/ Colin N. Gotham

Colin N. Gotham, KS #19538
7225 Renner Road, Suite 200
Shawnee, KS 66217
(913) 962-8700; (913) 962-8701 (FAX)
cgotham@emlawkc.com
ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day November, 2017, a true and correct copy of the foregoing was electronically filed with the court using the CM/ECF system which sent notification to all parties of interest participating in the CM/ECF system and was mailed by U.S. mail, postage prepaid to all parties listing on the attached mailing matrix.

/s/ Colin N. Gotham
Colin N. Gotham

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Exhibit A Statland Equipment Lease

This OPERATIONS AGREEMENT AND FURNITURE AND EQUIPMENT LEASE AGREEMENT ("Operations Agreement") is made and entered into as of November 1, 2017 ("Effective Date"), by and between Kansas City Internal Medicine, P.A., a Kansas professional association ("Lessor"), Erin K. Baker, M.D. ("Baker"), Mark S. Box, M.D. ("Box"), Ali R. Davis, D.P.M. ("Davis"), Marie A. Delcambre, M.D. ("Delcambre"), Amir R. Hemaya, M.D. ("Hemaya"), Kristen E. Humphreys, M.D. ("Humphreys"), Theodore M. Whitaker, D.O. ("Whitaker") and David A. Wilt, M.D. ("Wilt", and together with Baker, Box, Davis, Delcambre, Hemaya, Humphreys, and Whitaker, "Owners") and Statland Medical Group, LLC, a Kansas limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Owners own 100% of the issued and outstanding membership interests in Lessor;

WHEREAS, Lessor is the owner of certain furniture and equipment located at 12140 Nall Avenue, Suite 100, Overland Park, Kansas 66209 (the "Facility") that Lessor desires to lease, and Lessee desires to lease and rent, in accordance with the terms and for the consideration set forth herein;

WHEREAS, Owners have practiced medicine at the Facility as employees of Signature Medical Group, Inc. ("Signature");

WHEREAS, Lessee, Owners and certain non-shareholder physicians affiliated with Lessor (together with the Owners, the "KCIM Physicians") entered into that certain Division Withdrawal Agreement with Signature and Signature Medical Group of KC, P.A., dated September 30, 2017 (the "Withdrawal Agreement"), whereby, among other things, effective as of October 31, 2017, the employment agreements between each of the KCIM Physicians and Signature have terminated;

WHEREAS, certain of the KCIM Physicians (the "Employed Physicians") intend to become employees of Lessee as of the Effective Date; and

WHEREAS, Lessor and Lessee also desire that certain other employees of Signature who perform services at the Facility (the "Non-Physician Employees") become employees of Lessee as of the Effective Date.

NOW, **THEREFORE**, in consideration of the premises and the mutual promises, covenants, and undertakings herein contained, the parties hereto, each intending to be legally bound, agree as follows:

4. Lessor Organization and Existence and Employees.

- (a) Lessor represents and warrants that it is a professional association, duly organized on November 19, 2013, validly existing and in good standing under the laws of the State of Kansas. Lessor has been operating continuously since the date of its organization. Lessor is successor in interest by operation of law to Kansas City Internal Medicine, P.A., which was duly organized on June 8, 1994.
- (b) Lessor and Owners represent and warrant that the Withdrawal Agreement is in full force and effect. Exhibit A hereto sets forth an accurate and complete list of Employed Physicians and Non-Physician Employees, their job title, department, recognized date of hire, current annual salary

or wage rate and schedule hours per week. Lessee intends to offer employment to such employees provided that Lessee reserves the right not to hire any individual employee consistent with Lessee's applicable policies and procedures. Lessor represents and warrants that no Employed Physician or Non-Physician Employee is bound by any agreement restricting his or her ability to provide services at the Facility.

- (c) Lessor and Owners represent and warrant that Signature has not assigned, incurred or become responsible for any liabilities or obligations of Lessor, except with respect to the lease of the space at St. Joseph Medical Center.
- 5. <u>Lease</u>. Lessor hereby leases to Lessee and Lessee hereby leases and rents from Lessor the furniture and equipment set forth on <u>Exhibit B</u> (the "Suite 100 Assets") and <u>Exhibit C</u> (the "Suite 300 Assets") as well as the phone numbers listed on <u>Exhibit B-1</u> (collectively with the Suite 100 and Suite 300 Assets, the "Assets") and made a part hereof.
- 3. <u>Storage and Access</u>. Lessee hereby agrees to provide fifty-six (56) square feet of storage space as identified on the floor plan attached hereto as <u>Exhibit D</u> (the "Server Closet"), and the right to access the Server Closet, for \$177.33 per month, along with one phone line for \$125.00 per month for a total of \$302.33 per month (the "Storage and Access Fees"), with such Storage and Access Fees being prorated on a daily basis. The Storage and Access Fees due to Lessee shall be recouped by reducing the Lease Payment. The rights and obligations pursuant to this Section 3 may be terminated by Lessee upon two (2) business days' notice.

4. <u>Operational Information</u>.

- (a) Lessor hereby consents to Lessee contacting and coordinating with any and all vendors of Lessor, including but not limited to Allscripts, LLC, Pulse Systems, Inc., Cisco and AT&T, to smoothly effectuate the transfer of operations from Lessor to Lessee. Lessor shall take all steps reasonably necessary or required by any such vendors and/or Lessee in connection with such transfer of operations.
- (b) Immediately prior to the Effective Date, Lessor has downloaded the patient information for all patients of the Employed Physicians, or patients consulted, interviewed, or treated and cared for by the Employed Physicians prior to the Effective Date, saved on the Pulse Systems, Inc. server in a readable and accessible format acceptable to Lessee. As of the Effective Date, Lessor shall provide such downloaded patient information to Lessee and shall provide any and all updated information to reflect operations following the download.
- (c) Lessor hereby represents and warrants that the copies of the medical records and patient information provided to Lessee are complete and accurate, and will permit Lessee to operate in a manner similar to operations prior to the Effective Date, in all material respects.
- (d) As soon as practicable after the Effective Date, Lessor shall remove all physical assets from the Facility that are not Suite 100 Assets and shall retain all liability therefore (including with respect to all applicable laws).
- 5. <u>Term.</u> The term of this Operations Agreement shall be for a period of one (1) year, commencing on the Effective Date and ending on October 31, 2018; unless otherwise terminated pursuant to Section 7 hereof.

- 6. <u>Payment</u>. The rental amount payable by Lessee to Lessor hereunder shall be \$9,692.04 in the aggregate, with \$8,331.68 to be paid for Suite 100 Assets and the phone numbers listed on <u>Exhibit B-1</u> hereto and \$1,360.36 to be paid for the Suite 300 Assets, payable monthly less the Storage Access Fees (each monthly payment, a "Lease Payment").
- (a) Lease Payments are due and payable in advance on or before the tenth day of each month, beginning November 10, 2017 and continuing for each succeeding calendar month during the term of this Operations Agreement. In the event any payment is not received within ten (10) days after its due date for any reason whatsoever, or if any Lease Payment made by check is returned for insufficient funds, then in addition to the past due amount, Lessee shall pay to Lessor (unless one of the following is improper under applicable law): (i) a late charge in the amount equal to five percent (5%) of the rental amount then due; and (ii) interest on the rental amount then due at the lesser of the maximum rate allowed by law or two percent (2%) per annum ("Interest"). Interest shall accrue continuously on any unpaid balance until such date Lessee makes full payment of all amounts owing to Lessor at the time of said payment. Time is of the essence.
- (b) All rent payments shall be delivered to 7225 Renner Road, Suite 200, Shawnee, Kansas, 66217, or to such other place as Lessor may from time to time designate by written notice to Lessee. Except as provided herein, all rent is payable without prior notice or demand, and without abatement, deduction, or offset in any amount for any cause.
- (c) Lessor hereby agrees to remit timely all sales taxes collected by Lessor during the term hereof to the Texas Comptroller of Public Accounts.
- (d) In the event that this Operations Agreement is terminated pursuant to Section 7, the Lease Payments payable hereunder shall be prorated as of the closing of the transactions contemplated pursuant to the Asset Purchase Agreement (as hereinafter defined).
- (e) Lessee also intends to purchase and utilize the usable medical supplies necessary for operation of the Facility as determined by a physical inventory of the medical supplies, which shall be conducted by Lessor as soon as practicable following the Effective Date. Lessee shall be permitted to monitor such inventory. The purchase price for the supplies shall be the fair market value of the necessary medical supplies as determined by the physical inventory and shall be verified by an independent third party appraiser selected by Lessee. Lessee shall pay such purchase price to Lessor at the time the second Lease Payment is due.
- Lessee Purchase Right. The parties hereto acknowledge and agree that Lessor intends to file a petition of bankruptcy under Chapter 11 of 11 U.S.C. § 101 et. seq., in such federal court in which any petition may be filed (the "Bankruptcy Court"). Lessee has agreed to buy and Lessor has agreed to sell the Assets pursuant to that certain Asset Purchase Agreement attached hereto as Exhibit E (the "Asset Purchase Agreement") upon the Bankruptcy Court having entered, no later than thirty (30) days after the Effective Date, upon notice to all parties in interest, a final non-appealable order, in a form acceptable to Lessee at the time of its entry, approving the sale of the Assets to Lessee pursuant to the terms of the Asset Purchase Agreement and, at a minimum, providing that the Assets are sold pursuant to 11 U.S.C. § 363 "free and clear of all liens, claims and encumbrances" asserted against the Assets and binding any other party in interest claiming any right, claim or interest in the Assets (the "Sale Order"). For the avoidance of doubt, this Operations Agreement shall automatically terminate without any further obligation of Lessee or Lessor upon the closing of the sale of the Assets pursuant to the Asset Purchase Agreement.

- (a) If Lessee and Lessor timely receive the Sale Order, Lessee shall purchase, and Lessor shall sell, the Assets for an amount equal to the Purchase Price (as defined below), which represents an amount equal to the Assets' fair market value as determined by a qualified independent appraiser agreed upon by the parties as of the date of this Operations Agreement. The closing of such purchase and sale shall be held as soon as possible, but in no event later than fourteen (14) days following the entry of the Sale Order.
- (b) The terms of such purchase and sale pursuant to this Section 7 shall be made pursuant to Asset Purchase Agreement. At the closing of the transactions contemplated by the Asset Purchase Agreement, Lessor, Owners and Lessee shall execute and deliver the closing deliverables as specified in the Asset Purchase Agreement.
- (c) The Purchase Price shall be determined as follows: \$139,036.47 (which is the sum of \$119,520.40 to be paid for the Suite 100 Assets and phone numbers listed on Exhibit B-1 hereto and \$19,516.07 to be paid for the Suite 300 Assets) less (a) the prorated amount of Lease Payments received by Lessor at the time of the closing of the transactions contemplated by the Asset Purchase Agreement, expect such Lease Payment relating to November 2017 and (b) the amount equal to the fair market value of any Assets that are not in good condition and working order for the normal operation of the business as of the Closing Date or determined not to be titled in the name of Lessor as of the Closing Date. Notwithstanding the foregoing, the Purchase Price shall be fair market value, and to the extent the Purchase Price does not reflect fair market value as of the Closing Date, the Purchase Price shall be adjusted accordingly to the results of an updated appraisal of the Assets.
- 8. <u>Use of Assets</u>. Lessee or any of its affiliates shall use the Assets solely in the conduct of its business and in a careful and prudent manner and shall not part with possession of or enter into any sublease with respect to the Assets or any part thereof with any unrelated parties or, except as otherwise provided herein, assign the Assets or its interest hereunder without the prior written consent of the Lessor, such consent not to be unreasonably withheld. Lessee, at its own cost and expense, shall keep the Assets in good repair, condition, and working order and shall furnish any and all parts and labor required for that purpose.
- 9. <u>Insurance</u>. So long as this Operations Agreement is in full force and effect, Lessee shall keep the Assets insured against all risks of loss or damage from any cause whatsoever, for not less than the aggregate amount of the total purchase price for the full value of all such the Assets and shall carry liability insurance, both personal injury and property damage, covering the Assets. The proceeds of such insurance payable as a result of loss or of damage to the Assets shall be applied toward the replacement, restoration, or repair of the Assets that may be lost, stolen, destroyed, or damaged. In the case of the failure of Lessee to procure or maintain such insurance, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by and expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be paid by Lessee to Lessor with the next monthly installment of rent.
- 10. Fees. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges, and taxes, municipal, state, and federal, including, without limitation, property taxes, but specifically excluding, however, any taxes payable in respect to Lessor's income, which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery, and/or return of the Assets, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

- 11. <u>Default</u>. If the Lessee shall default in the payment of any Lease Payment within thirty (30) days of the due date for such Lease Payment, then Lessor shall give to Lessee notice of any such default and if at the expiration of fifteen (15) days after the service of such notice, the default upon which such notice was based shall continue to exist, then, if and to the extent permitted by applicable law, Lessor shall have the right to pursue back rent and terminate this Operations Agreement.
- Title and Condition of Assets. Lessor represents and warrants to Lessee that it is the lawful owner of and has sole and exclusive, good and marketable title to the Assets, free and clear of all liens, claims and encumbrances and that all of the Assets are located at the Facility. Lessor represents and warrants that all the Assets are in good repair and operating condition, reasonable wear and tear excepted. Except upon Lessee's purchase of the Assets pursuant to Section 7 herein, title to the Assets shall at all times remain in Lessor. Lessor and Lessee shall at all times keep the Assets free and clear from all other levies, attachments, liens, encumbrances, and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. The Assets are and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit the Assets to be attached to realty in such manner that it might become part of such realty without securing prior written consent of Lessor. Lessor further represents and warrants to Lessee that Lessor owns and has the unrestricted right to use the name and to use the service mark "Kansas City Internal Medicine", and such name and mark do not infringe upon any third party rights with respect to such name.
- 13. <u>Non-Interference</u>. Each of Lessor and Owners represents and warrants that upon Lessee's paying the rents and performing the promises, terms, and conditions hereof, Lessee shall peaceably and quietly hold, possess and use the Assets during the term of this Operations Agreement without hindrance. Except upon Lessee's purchase of the Assets pursuant to Section 7 herein, upon the termination of this Operations Agreement, Lessor shall, at its own cost and expense, be responsible for the removal of the Assets from the Facility, and Lessee shall, upon request and at such time as mutually agreed upon by the parties, allow Lessor access to the Facility to remove the Assets, which shall be in the same condition as received, reasonable wear and tear and normal depreciation excepted.
- 14. No Suspension/Debarment. Lessor represents and warrants to Lessee that Lessor (i) is not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) ("Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Lessor's being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Operations Agreement, and Lessor agrees immediately to notify Lessee of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Lessee the right to terminate this Operations Agreement immediately for cause.
- 15. <u>Subletting and Assignment</u>. Lessee may sublet or assign all of its rights and duties under this Operations Agreement without recourse to any affiliate of Lessee or to any entity that purchases all or substantially all of the operating assets of Lessee, provided that any such sublease or assignment shall not abrogate any rights of Lessor hereunder. Lessor may not assign its rights or duties herein without the prior written consent of Lessee. Any such assignment by Lessor without the prior written consent of Lessee shall be null and void. This Operations Agreement may otherwise be assigned upon the written agreement of both parties.

16. <u>Notice</u>. All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, or transmitted via facsimile, addressed to the parties as follows:

If to Lessor:

Kansas City Internal Medicine, P.A.

1310 E. 104th Street

Kansas City, Missouri 64131 Attn: David A. Wilt, M.D.

with a copy to:

Evans & Mullinx, P.A.

7225 Renner Road, Suite 200 Shawnee, Kansas 66217 Attn: Colin Gotham

If to Lessee:

Statland Medical Group, LLC 12140 Nall Avenue, Suite 100 Overland Park, Kansas, 66209

with a copy to:

One Park Plaza

P. O. Box 550

Nashville, Tennessee 37203

Attention: Senior Operations Counsel - Midwest Division

or to such other address as either party may designate by notice to the other party hereto. A notice or other communication shall be deemed to be duly delivered and received if sent by hand or express service, when left at the address of the recipient, and if sent by certified or registered United States mail, on the fifth day after deposited in the United States mail, postage prepaid; provided that if a notice or other communication is served by hand or express service on a day that is not a business day, or after 5:00 p.m. on any business day at the addressee's location, such notice or communication shall be deemed to be duly delivered to and received by the recipient at 10:00 a.m. on the first business day thereafter.

- 17. Entire Agreement. This Operations Agreement contains the entire agreement of the parties and may not be modified except in writing. If any provision hereof conflicts with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provision shall be deemed void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.
- 18. <u>Counterparts.</u> This Operations Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Operations Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Operations Agreement is sought. Signature to this Operations Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic or pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
- 19. <u>Non-Referral</u>. The parties expressly agree that nothing contained in this Operations Agreement shall require either party or its representatives to refer or admit any patients to, or order any

goods or services from the other party. Notwithstanding any unanticipated effect of any provision of this Operations Agreement, the parties intend to comply with 42 U.S.C. § 1320a-7b (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law) and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.

- 20. <u>Protected Information</u>. To the extent applicable to this Operations Agreement, the parties agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et seq. ("HIPAA"), and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The parties agree to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements. The parties agree not to use or further disclose any Protected Health Information, including Electronic Protected Health Information (as those terms are defined in the HIPAA Requirements), other than as permitted by the HIPAA Requirements and the terms of this Operations Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. In addition, the parties agree to comply with any state laws and regulations that govern the confidentiality, privacy, security of, and electronic transactions pertaining to health care information.
- Acknowledgement. Lessor and Owners acknowledge and represent that they have sought and obtained the legal advice of an attorney, who is the attorney of their own choice, or that they have voluntarily declined to seek such counsel. Lessor and Owners represent that they have read completely the terms of this Operations Agreement and that each fully understands and voluntarily accepts such terms. Neither Lessee, its affiliates nor any of their respective officers, directors, employees or agents has furnished Lessor or any Owner with legal, tax or other advice of any kind in regard to this Operations Agreement or the transactions contemplated herein.
- 22. <u>Governing Law.</u> This Operations Agreement shall be governed by and construed under the laws of the State of Kansas.
- 22. <u>Further Acts and Assurances</u>. Lessor shall, upon request of Lessee from time to time upon and following the Effective Date, take any and all steps necessary to place Lessee in possession and operating control of the Assets, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds and assurances as may be required for transferring possession and use of the Assets to Lessee.

IN WITNESS WHEREOF, this Operations Agreement has been duly executed on the day and year first above written.

LESSOR:

KANSAS CITY INTERNAL MEDICINE, P.A., a Kansas professional association

By: Pauld Corry
Name: Dayid A WIIT
Title: Pre Sun 2

LESSEE:

STATLAND MEDICAL GROUP, LLC, a Kansas limited liability company

By: Mickey Pickler
Title: Vice President

[Owners' Signatures on Following Page]

OWNERS:

Eriar K. Baker, M.D.

Eriar K. Baker, M.D.

Ali R. Davis, D.P.M.

my

Marie A. Delcambre, M.D.

Amir R. Hemaya, M.D.

Kristen E. Humphreys, M.D.

Theodore M. Whitaker, D.O.

David A. Wilt, M.D.

[Signature Page to Operations Agreement and Furniture and Equipment Lease]

EXHIBIT A

THE EMPLOYEES

Employee Last Name	Employee First Name	Original Date Of Hire with the Seller	Current Position Title	Exempt or Non-Exempt	Current Hourly Rate of Pay
Alfano	Peter	8/8/2016	Physician Assistant	Exempt	48.0770
Bardsley	Katlin	2/15/2016	Medical Assistant	Non-Exempt	14.5000
Box	Brenda	8/13/2012	Call Center	Non-Exempt	14.5000
Brennaman	Letricia	6/22/1981	Medical Assistant	Non-Exempt	22.1200
Bullock	Monique	4/15/2010	LPN	Non-Exempt	24.7600
Chambers	Deborah	8/25/1982	Medical Assistant	Non-Exempt	20.5500
Chillal	Pandurang	1/16/2015	Physician	Exempt	120.1922
Curtis	Kimberly	11/12/2012	Receptionist	Non-Exempt	19.0000
Daniel	Teresa	4/29/1983	RADIOLOGY TECH	Non-Exempt	23.1700
Duncan	Amber	4/2/2014	Office Manager	Non-Exempt	25.7700
Dunham	Vikki	7/7/2008	Medical Assistant	Non-Exempt	17.1800
Graves	Earnestine	12/26/2000	Receptionist	Non-Exempt	16.5400
Grojean	Emily	8/18/2015	Administrative Assistant	Non-Exempt	16.0000
Grojean	Molly	12/21/2015	Receptionist	Non-Exempt	14.0000
Guyer	Melissa	8/14/2000	Medical Assistant	Non-Exempt	17.5000
Harman	Janet	8/1/1995	Registered Nurse	Non-Exempt	30.0000
Hemaya	Amir	6/12/1992	Physician	Exempt	105.7691
Hill	Cynthia	5/31/2016	Nurse Practitoner	Exempt	48.0770
Hughes	Elaine	1/5/2015	Referrals	Non-Exempt	15.0000
Lakey	Kristi	1/4/2016	Receptionist	Non-Exempt	16.7500
Magharabi	Adam	9/1/2016	Physician	Exempt	91.3461
Mall	Kristine	4/10/2007	Nurse Practitoner	Exempt	48.6420
Mancuso	Britny	12/1/2014	Medical Assistant	Non-Exempt	14.0000
Melendez	Kathleen	11/1/2009	Ultrasound Tech	Non-Exempt	42.6100
Midgorden	Victoria	8/17/2015	Quality Coordinator	Non-Exempt	28.8460
Pelton	Christopher	2/23/2015	Nurse Practitoner	Exempt	36.0580
Renno-Guess	Alison	4/4/2016	Medical Assistant	Non-Exempt	14.0000
Sarratt	Eric	8/1/2015	IT	Exempt	32.9730
Spriggs	Tyra	3/27/2006	Phlebotomist	Non-Exempt	17.1400
Stidham	Lori	10/14/2013	CEO	Non-Exempt	62.5000
Thomas	Margie	10/19/2009	LPN	Non-Exempt	20.8800
Whalen	Helen	3/17/2014	Call Center	Non-Exempt	15.2500
Whitaker	Theodore	[1/1/2000	Physician	Exempt	115.3845
Wilt	David	7/1/1986	Physician	Exempt	144.2308

Ехнівіт В

THE SUITE 100 ASSETS

See attached.

Address: 12140 Nall Avenue, Overland Park, Kansas 66209

Ref#	Location	Asset Description	Qty	FMV	Location
3	Lobby	Couch, vinyl, 3 person, large	1	\$488.80	1st Floor
4	Lobby	End Table, vinyl, 20" diameter	6	\$507.60	1st Floor
5	Lobby	Guest Chair, vinyl seat, fabric back, metal base, post legs	18	\$1,692.00	1st Floor
6	Lobby	W/C, mid	2	\$1.92	1st Floor
9	Rec	Task Chair, fabric seat and back	1	\$51.70	1st Floor
10	Rec	Task Chair, fabric seat, webbed back	1	\$84.60	1st Floor
11	Rec	PC Tower	1	\$62,40	1st Floor
12	Rec	19" Flat Panel Monitor	2	\$19.20	1st Floor
14	Rec	HP LaserJet 4250N	1	\$142,50	1st Floor
25	Call Center	Work Desk, small	2	\$38.00	1st Floor
26	Call Center	Cisco Handset	2	\$38,00	1st Floor
64	PA Office	Task Chair, fabric seat and back	1	\$33.25	1st Floor
126	Triage	Health O Meter Professional Adult Step On Digital Scale, with Stadiometer	1	\$141.00	1st Floor
221	Nurse St	Task Chair	3	\$253.80	1st Floor
227	Nurse St	HP LaserJet 4250 TN	1	\$282.00	1st Floor
237	Łab	Afinion Analyzer AS100	1	\$4,512.00	1st Floor
241	Lab	Refrigerator, Frigidaire, large	1	\$166.25	1st Floor
329	Office	L-Shape Desk, Managers, laminate, 72x24, Reach 48x24, with full hutch	1	\$507.60	1st Floor
330	Office	Laptop, Dell Latitude E5540	1	\$202.10	1st Floor
331	Office	PC Tower	1	\$62,40	1st Floor
332	Office	19" Flat Panel Monitor	1	\$9.60	1st Floor
333	Office	Cisco Handset	1	\$19.00	1st Floor
334	Office	W/C, mid	1	\$0.96	1st Floor
335	Office	Task Chair, fabric seat and back, with arms	1	\$70.50	1st Floor
336	Office	Lobby Chair	2	\$253,80	1st Floor
337	Office	Bookcase, mid, 30x12x72	1	\$33.25	1st Floor
338	Office	Vertical File Cabinet, 2 drawer	1	\$94.00	1st Floor
339	Office		1	\$108.10	1st Floor
344	WI Łobby	Storage Unit, Corner, 3 shelves Side Chair	15	\$427.50	
345	WI Lobby		3	\$296.10	1st Floor
346	Wi Lobby	End Table, Glass Covered, Laminate, 24"	2	\$977.60	1st Floor
349	Walk In Off	Bariatric Chair, vinyl seat	1	\$33.60	1st Floor
350	Walk in Off	Laptop, Dell Latitude E5530	1		1st Floor
351		19" Flat Panel Monitor	1	\$9.60	1st Floor
	Walk In Off Walk In Off	Task Chair, fabric seat, mesh back	1	\$84.60	1st Floor
352		Cisco Handset	1	\$19.00	1st Floor
353	Walk in Off	Plantronics Headset, wired	1	\$47.00	1st Floor
354	Walk In Off	Wall Pocket, 3 section, Plexiglas	2	\$18.80	1st Floor
355	Walk In Off	Side Chair	2	\$57.00	1st Floor
356	Walk In Off	Vertical File Cabinet, 2 drawer	1	\$94.00	1st Floor
357	Walk in Off	Bookcase, mid	1	\$33,25	1st Floor
358	Walk In Off	W/C, mid	1	\$0.96	1st Floor
361	WI Rec	Task Chair	3	\$43.20	1st Floor
362	WI Rec	HP 4350N	1	\$33.60	1st Floor
363	WI Rec	Fujitsu Scanner, fi6130	1	\$338.40	1st Floor
364	WI Rec	Cisco Handset	2	\$38.00	1st Floor
365	WI Rec	Zebra LP 2844 Printer	1	\$75.20	1st Floor
366	WI Rec	PC Tower	2	\$124.80	1st Floor
367	WI Rec	19" Flat Panel Monitor	2	\$19.20	1st Floor
368	WI Rec	Surge Protector	1	\$9.40	1st Floor
369	WI Rec	Credit Card Terminal, VeriFone VX570	1	\$84.60	1st Floor
370	WI Rec	Credit Card Terminal, First Data 130	1	\$126.90	1st Floor
371	WI Rec	W/C, small	1	\$0,96	1st Floor
372	WI Rec	W/C, mid	1	\$0.96	1st Floor
373	WI Rec	Refrigerator, Haier	1	\$65.80	1st Floor
375	WI Rec	Exercise Ball, 36"	1	\$9.40	1st Floor
379	WI Triage	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
380	WI Triage	Health O Meter Adult Beam Scale	1	\$19.20	1st Floor
381	WI Triage	Health O Meter Digital Adult Step On Scale, 500KL Variety	1	\$33.60	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
382	WI Triage	W/C, tail	1	\$0.96	1st Floor
385	WI Nurse	Task Chair, fabric seat, mesh back	1	\$14,40	1st Floor
386 387	Wi Nurse	Task Chair, fabric seat and back	1	\$4.80	1st Floor
388	WI Nurse WI Nurse	W/C, mid	1	\$0.96	1st Floor
389	WI Nurse	Welch Allyn Suretemp Plus Digital Thermometer	1	\$159.80	1st Floor
390	WI Nurse	Cisco Handset	1	\$19.00	1st Floor
3 9 0	WI Nurse	PC Tower	1	\$62.40	1st Floor
394	Ex 26	20" Flat Panel Monitor	1	\$9.60	1st Floor
395	Ex 26	Exam Table, Midmark 404	1	\$517.00	1st Floor
396	Ex 26	Welch Allyn Wall Transformer, old style	,	\$48.00	1st Floor
397	Ex 26	Welch Allyn Specula Dispenser	1 1	\$4.80	1st Floor
398	Ex 26	Blood Pressure Monitor, Mercurial	2	\$0.00	1st Floor
399	Ex 26	Handheld Sphygmomanometer	1	\$47.50	1st Floor
400	Ex 26	Paper Towel Dispensers, Georgia Pacific, Sofpull	1	\$19.00	1st Floor
400	Ex 26	Hand Soap Dispenser, enMotion	1	\$28.20	1st Floor
402	Ex 26	Sharps Collector		\$0.96	1st Floor
	Ex 26	Glove Box Dispenser	1	\$4.75	1st Floor
403		W/C, Biohazard, 12x12x16, step on, flip top	1	\$9.60	1st Floor
404	Ex 26	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
407	Ex 26	Side Chair	2	\$38.40	1st Floor
408	Ex 26	w/c	1	\$0.96	1st Floor
411	Ex 25	Exam Table, Manual	1	\$110.40	1st Floor
412	Ex 25	Welch Allyn Wall Transformer, old style	1	\$48.00	1st Floor
413	Ex 25	Welch Allyn Specula Dispenser	1	\$4.80	1st Floor
414	Ex 25	Blood Pressure Monitor, Mercurial	1	\$0.00	1st Floor
415	Ex 25	Handheld Sphygmomanometer	2	\$47.50	1st Floor
416	Ex 25	Paper Towel Dispensers, Georgia Pacific, Sofpuli	1	\$19.00	1st Floor
417	Ex 25	Hand Soap Dispenser, enMotion	1	\$28.20	1st Floor
418	Ex 25	Sharps Collector	1	\$0.96	1st Floor
419	Ex 25	Glove Box Dispenser	1	\$4.75	1st Floor
420	Ex 25	W/C, Biohazard, 12x12x16, step on, flip top	1	\$9,60	1st Floor
421	Ex 25	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
424	Ex 25	Side Chair	2	\$38.40	1st Floor
42 5	Ex 25	W/C	1	\$0.96	1st Floor
428	Ex 24	Exam Table, Ritter 104	1	\$247.00	1st Floor
429	Ex 24	Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth	1	\$361.90	1st Floor
430	Ex 24	Welch Allyn Specula Dispenser	1	\$9,50	1st Floor
431	Ex 24	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
432	Ex 24	Handheld Sphygmomanometer	1	\$23,75	1st Floor
433	Ex 24	Paper Towel Dispensers, Georgia Pacific, Sofpuil	1	\$19.00	1st Floor
434	Ex 24	Hand Soap Dispenser, enMotion	1	\$28.20	1st Floor
435	Ex 24	Sharps Collector	1	\$0.96	1st Floor
436	Ex 24	Glove Box Dispenser	1	\$4.75	1st Floor
437	Ex 24	W/C, Biohazard, 12x12x16, step on, flip top	1	\$9.60	1st Floor
438	Ex 24	Exam Light, Incandescent, Gooseneck	1	\$9.60	1st Floor
441	Ex 24	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
442	Ex 24	Side Chair	2	\$95.00	1st Floor
443	Ex 24	W/C, mid	1	\$0.00	1st Floor
447	Phieb	Phlebotomy Chair, no drawer	, 3	\$789.60	1st Floor
448	Phieb	Glove Box Dispenser	5	\$23.75	
451	Lab	HP LaserJet P4015M	1	\$225.60	1st Floor
452	Lab		1	\$48.00	1st Floor
457	Lab	Mini Desktop Cisco Handset	1	\$46.00 \$19.00	1st Floor
458	Lab		1	\$19.00 \$28.50	1st Floor
459	Lab	Task Chair, fabric seat and back	1		1st Floor
459 460	Lab	Task Chair, fabric seat, mesh back		\$14.40	1st Floor
460	Lab	Task Chair, fabric seat and back	1	\$9.60 \$14.40	1st Floor
		Physician's Stool, 4 wheels	1	\$14.40	1st Floor
462 463	Lab	Step Stool, 9", with handle	1	\$9.60	1st Floor
463	Lab	W/C, Rubbermaid, 10x20x30	2	\$9.60 '	
464	Lab Lab	Paper Towel Dispenser, Georgia Pacific Sofpull Hand Soap Dispenser, Georgia Pacifi	2 2	\$38.00	1st Floor
465				\$19.00	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
466	Lab	Thermoscientific Sorvall St 16R Centrifuge	1	\$4,949.10	1st Floor
467	Lab	W/C, tall	1	\$0.96	1st Floor
468	Lab	Vertical File Cabinet, 2 drawer	1	\$94.00	1st Floor
469	Lab	Refrigerator, Large, Freezer on Top, GE, for Meds	1	\$225.60	1st Floor
472	RR	Paper Towel Dispenser, Georgia Pacific Sofpull	2	\$38.00	1st Floor
473	RR	Supply Cart, Plastic, 3 Drawers, Sterilite	2	\$9.60	1st Floor
474	RR	W/C, Tall	3	\$2.88	1st Floor
477	Nurse	Labstool, fabric seat and back	1	\$14.40	1st Floor
478	Nurse	W/C, tall	1	\$0.96	1st Floor
479	Nurse	Vertical File Cabinet, 2 drawer	1	\$9.60	1st Floor
480	Nurse	Cisco Handset	2	\$38.00	1st Floor
481	Nurse	PC Desktop	1	\$62.40	1st Floor
482	Nurse	19" Flat Panel Monitor	1	\$9.60	1st Floor
483	Nurse	Xray Viewer, 2 panel, Perfect View, Recessed	1	\$19.20	1st Floor
484	Nurse	Physician's Stool, Crossed Back	1	\$38.00	1st Floor
485	Nurse	Laptop, Dell Latitude	1	\$14.40	1st Floor
490	Xray	Physician's Stool, Crossed Back	1	\$38.00	1st Floor
491	Xray	Physician's Stool, 4 wheels	2	\$28.80	1st Floor
492	Xray	Wheelchair, folding	1	\$19,20	1st Floor
493	Xray	IQ Mark Digital Workstation EKG	1	\$931.00	1st Floor
494	Xray	Treatment Cart, 5 drawer	1	\$175 .75	1st Floor
495	Хгау	Ultrasound, Philips CS50	1	\$13,238.25	1st Floor
496	Xray	Oxygen Tank, with Cart and Regulator	1	\$57.00	1st Floor
497	Xray	Oxygen Tank, with Cart	1	\$57.00	1st Floor
498	Xray	Task Chair, fabric seat, mesh back	1	\$38.00	1st Floor
499	Xray	End Table, 24"	1	\$98.70	1st Floor
502	Ultra	Ultrasound Table	1	\$1,809.60	1st Floor
503	Ultra	Laundry Hamper, thin	1	\$4.80	1st Floor
504	Ultra	Treatment Cart, Husky, 5 Drawer	1	\$413.60	1st Floor
505	Ultra	Supply Cabinet, 36x18x72, Global, Metal	1	\$253.80	1st Floor
506	Ultra	Side Chair	1	\$57.00	1st Floor
507	Ultra	W/C, Rubbermaid, 10x20x30	1	\$4.80	1st Floor
508	Ultra	Physician's Stool, Crossed Back	1	\$38.00	1st Floor
509	Ultra	Vertical File Cabinet, 2 drawer	1	\$94.00	1st Floor
510	Ultra	Computer Cart, laminate	1	\$4.80	1st Floor
511	Ultra	Laptop, Dell Latitude E5530	1	\$33.60	1st Floor
512	Ultra	Cisco Handset	1	\$19.00	1st Floor
514	Ultra	Gel Warmer, one slot	1	\$9.60	1st Floor
515	Ultra	Glove Box Dispenser	1	\$1.92	1st Floor
516	Ultra	Bulletin Board, 24x15	1	\$4.75	1st Floor
521	Ultra Cont	PC Tower	1	\$62.40	1st Floor
522	Ultra Cont	20" Flat Panel Monitor	. 1	\$9,60	1st Floor
523	Ultra Cont	Task Chair, fabric seat, mesh back	1	\$23.75	1st Floor
524	Ultra Cont	Task Chair, fabric seat and back, orphan	1	\$9.60	1st Floor
525	Ultra Cont	Surge Protector	1	\$1.92	1st Floor
526	Ultra Cont	W/C, mid	1	\$0.96	
527	Ultra Cont	Xray Viewer, 8 Panel, Perfect View, Recessed	1	\$139.20	1st Floor
528	Ultra Cont	Xray Wall Pocket, Large, Plexiglas	2	\$19.20	1st Floor
531	Ultra Wait	Side Chair	6	\$342.00	1st Floor
532	Ultra Wait	End Table, 30", Glass Covered	1	\$98.70	1st Floor
533	Ultra Wait	W/C, mid	, 1	\$0.96	1st Floor
699	Break				1st Floor
700	Break	Task Chair, fabric seat, mesh back, with arms	1	\$47.50 \$338.40	1st Floor
700	Break	Break Room Table, Laminate, 36x36	3	\$338.40	1st Floor
701 702		Wall Clock, 10" Table Folding Laminete 20:73	1	\$9.40	1st Floor
702 703	Break	Table, Folding, Laminate, 30x72	1	\$37.60	1st Floor
	Break	Side Chair, fabric seat and back, with arms, metal, sted style	11	\$1,189.10	1st Floor
704 705	Break	Bulletin Board, 24x36	1	\$14.25	1st Floor
705 706	Break	W/C, tall	1	\$0.96	1st Floor
706	Break	W/C, 10 Gallon	2	\$19.20	1st Floor
707	Break	Whiteboard, 24x36	1	\$18.80	1st Floor
708	Break	Microwave, GE	1	\$145.70	1st Floor
709	Break	Coffee Maker, Mister Coffee, Single Pot	1	\$18.80	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
710	Break	Microwave, GE	1	\$24.00	1st Floor
711	Break	Hand Soap Dispenser	1	\$4.75	1st Floor
712	Break	Paper Towel Dispenser	1	\$19.00	1st Floor
713	Break	Refrigerator/Freezer, Side by Side, Frigidaire, ice/water maker	1	\$531.10	1st Floor
714	Break	Coffee Maker, Keurig	1	\$65.80	1st Floor
715	Break	Toaster Oven, 2 slot, Traditions	1	\$4.75	1st Floor
716	Break	Break Room Table, Laminate, 30x60	1	\$38,00	1st Floor
719	Conf	Conference Table, triple pedestal, laminate, 5'x20'	1	\$2,030.40	1st Floor
720	Conf	White Board, 4'x5'	1	\$42.30	1st Floor
721	Conf	Task Chair, fabric seat, mesh back, with arms	7	\$658.00	1st Floor
722	Conf	Task Chair, vinyl seat and back, with arms	3	\$423.00	1st Floor
723	Conf	Task Chair, fabric seat and back, no arms	5	\$329.00	1st Floor
724	Conf	Guest Chair, fabric seat and back, with arms, wood base, post legs	2	\$122,20	1st Floor
725	Conf	Guest Chair, vinyl seat and back, with arms, metal base, post legs	4	\$376.00	1st Floor
726	Conf	20" Flat Panel Monitor, Dell	4	\$38.40	1st Floor
727	Conf	NEC Handset	3	\$114.00	1st Floor
728	Conf	PC Tower, Dell OptiPlex 960	1	\$14.40	1st Floor
729	Conf	PC Tower, Dell OptiPlex 390	1	\$19.20	1st Floor
730	Conf	Plantronics Headset	3	\$126,90	1st Floor
731	Conf	Refrigerator, under counter, Danby	1	\$70.50	1st Floor
732	Conf	Step Stool, 2 step	1	\$37.60	1st Floor
733	Conf	Bookcase, 3 shelves, laminate, 12x36x48		\$0.00	1st Floor
736	Rec	Cisco Handset	1	\$19.00	1st Floor
737	Rec	Plantronics Headset	1	\$42.30	1st Floor
738	Rec	PC Tower, Dell OptiPlex 390	1	\$19,20	1st Floor
739	Rec	20" Flat Panel Monitor	2	\$19.20	1st Floor
740	Rec	Task chair, fabric seat, mesh back, no arms	1	\$89.30	1st Floor
741	Rec	Side Table, 20", laminate	1	\$108.10	1st Floor
742	Rec	Guest Chair, fabric seat and back, with arms, wood base, post legs	4	\$244.40	1st Floor
743	Rec	Manager's Desk, double pedestal, wood, 40x78x30	1	\$446.50	1st Floor
748	Store	W/C, Detecto, step on, flip top	3	\$28,80	1st Floor
749	Store	Chair, folding, metal	3	\$14.40	1st Floor
750	Store	W/C, tall	1	\$0.96	1st Floor
751	Store	Vacuum, Easyvac, Bissell	1	\$14.40	1st Floor
752	Store	Adult Step On Analog Scale, with Stadiometer	1	\$19,20	1st Floor
753	Store	Hand Dolly	1	\$9.60	1st Floor
754	Store	Utility Cart, plastic, 2 shelf	1	\$14.40	1st Floor
755	Store	Utility Cart, plastic, 3 shelf	1	\$14.40	1st Floor
756	Store	Shelf, metal/particle Board, 18x48x73	3	\$28.80	1st Floor
760	Whitaker	Task Chair, fabric seat, no arms	1	\$19.20	1st Floor
761	Whitaker	Cisco Handset	1	\$19.00	1st Floor
763	Whitaker	W/C, small	1	\$0.96	1st Floor
766	NP	Cisco Handset	2	\$38.00	1st Floor
767	NP	Plantronics Headset	2	\$19.20	1st Floor
769	NP	Task Chair, fabric seat, mesh back, no arms	1	\$42.75	1st Floor
770	NP	Task Chair, fabric seat, mesh back, with arms	1	\$94.00	1st Floor
771	NP	Computer Desk, Laminate/mobile, 30x60x30	1	\$112.80	1st Floor
776	Ex 9	Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth	1	\$361.90	1st Floor
7 77	Ex 9	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
778	Ex 9	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
779	Ex 9	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
780	Ex 9	Sharps Collector	1	\$0.96	1st Floor
781	Ex 9	Glass Jar	3	\$5.70	1st Floor
782	Ex 9	Paper Towel Dispenser, half	1	\$9.50	1st Floor
783	Ex 9	Hand Soap Dispenser	1	\$4.75	1st Floor
784	Ex 9	Glove Box Dispenser	1	\$4.75	1st Floor
785	Ex 9	Laptop, Asus	1	\$38.40	1st Floor
787	Ex 9	Exam Table, Hamilton E Series	1	\$545.20	1st Floor
		· · · · · · · · · · · · · · · · · · ·		•	

Ref#	Location	Asset Description	Qty	FMV	Location
788	Ex 9	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
789	Ex 9	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
793	Ex 4	Task Chair, vinyl seat and back, with arms	1	\$24.00	1st Floor
795	Ex 4	Wall Clock, 8"	1	\$4.75	1st Floor
796	Ex 4	Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth	1	\$361.90	1st Floor
797	Ex 4	Welch Allyn Specula Dispenser	1	\$18.80	1st Floor
798	Ex 4	Welch Allyn Sphygmomanometer	1	\$75.20	1st Floor
799	Ex 4	Welch Allyn Suretemp Plus Temperature Gauge	1	\$159.80	1st Floor
800	Ex 4	Sharps Collector	1	\$0.96	1st Floor
801	Ex 4	Paper Towel Dispenser, half	1	\$9.50	1st Floor
802	Ex 4	Hand Soap Dispenser	1	\$4.75	1st Floor
803	Ex 4	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
804	Ex 4	Exam Table, Midmark 404	1	\$620.40	1st Floor
805 809	Ex 4 Ex 8	Guest Chair, vinyl seat, fabric back, with arms, post legs Welch Allyn Wall Transformer, new style, mid size, with macro	2 1	\$188.00 \$361.90	1st Floor 1st Floor
		otoscope/ophth			
810	Ex 8	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
811	Ex 8	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
812	Ex 8	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
813	Ex 8	Sharps Collector	1	\$0.96	1st Floor
814	Ex 8	Glass Jar	3	\$5.70	1st Floor
815	Ex 8	Paper Towel Dispenser, half	1	\$9.50	1st Floor
816	Ex 8	Hand Soap Dispenser	1	\$4.75	1st Floor
817	Ex 8	Glove Box Dispenser	1	\$4.75	1st Floor
818	Ex 8	Laptop, Asus	1	\$38.40	1st Floor
820	Ex 8	Exam Table, Hamilton E Series	1	\$545.20	1st Floor
821	Ex 8	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
822	Ex 8	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
826	Ex 5	Task Chair, vinyl seat and back, with arms	1	\$24.00	1st Floor
828	Ex 5	Wall Clock, 8"	1	\$4.75	1st Floor
829	Ex 5	Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth	1	\$361.90	1st Floor
830	Ex 5	Welch Allyn Specula Dispenser	1	\$18.80	1st Floor
831	Ex 5	Welch Allyn Sphygmomanometer	1	\$75.20	1st Floor
832	Ex 5	Sharps Collector	1	\$0.96	1st Floor
833	Ex 5	Paper Towel Dispenser, half	1	\$9.50	1st Floor
834	Ex 5	Hand Soap Dispenser	1	\$4.75	1st Floor
835	Ex 5	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
836	Ex 5	Exam Table, Midmark 404	1	\$620.40	1st Floor
837	Ex 5	Guest Chair, vinyl seat, fabric back, with arms, post legs	2	\$188.00	1st Floor
840	Stahl	Bookcase, 12x36x72	1	\$33.25	1st Floor
843	Stahl	Side Cabinet, laminate, 20x32x30	1	\$108.10	1st Floor
844	Stahl	Cisco Handset	1	\$19.00	1st Floor
845	Stahl	Phillips Speachmic Pro Voice Recorder	1	\$173.90	1st Floor
846	Stahl	Xray Viewer, 2 panel, Perfect View, Recessed	1	\$216,20	1st Floor
847	Stahl	Task Chair, fabric seat, mesh back, with arms	1	\$94.00	1st Floor
848 849	Stahl Stahl	L-Shape Manager's Desk, Laminate, 72x86x30 Guest Chair, fabric seat and back, with arms, wood base, post legs	1 2	\$507.60 \$66.50	1st Floor 1st Floor
855	Chillal	Task Chair, fabric seat, mesh back, with arms	1	\$94.00	1st Floor
858	Chillal	Cisco Handset	1	\$19.00	1st Floor
859	Chillal	Phillips Speachmic Pro Microphone	1	\$173.90	1st Floor
860	Chillal	L-Shape Manager's Desk, wood, 72x64x30	1	\$507.60	1st Floor
861	Chillal	Credenza, wood, 24x60x30	1	\$277,30	1st Floor
862	Chillal	Shelf, 4 shelves, laminate, 15x30x48	2	\$131.60	1st Floor
867	Baker	Bookshelf, 5 shelf, 12z36x72	2	\$169.20	1st Floor
868	Baker	Task Chair, fabric seat, mesh back, with a arms	_ 1	\$89.30	1st Floor
871	Baker	Cisco Handset	1	\$19.00	1st Floor
872	Baker	L-Shape Desk, Managers, laminate, 70x64x30	1	\$507.60	1st Floor
878	Ex 10	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
		otoscope/ophth			

Ref#	Location	Asset Description	Qty	FMV	Location
879	Ex 10	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
880	Ex 10	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
881	Ex 10	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
882	Ex 10	Sharps Collector	1	\$0.96	1st Floor
883	Ex 10	Glass Jar	3	\$5.70	1st Floor
884	Ex 10	Paper Towel Dispenser, half	1	\$9.50	1st Floor
885	Ex 10	Hand Soap Dispenser	1	\$4.75	1st Floor
886	Ex 10	Glove Box Dispenser	1	\$4.75	1st Floor
887	Ex 10	Guest Chair, fabric seat and back, metal base, sled style	1	\$9.60	1st Floor
888	Ex 10	W/C, step on, flip top, metal	1	\$9.60	1st Floor
889	Ex 10	Exam Table, Midmark 404	1	\$620.40	1st Floor
890	Ex 10	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188,00	1st Floor
891	Ex 10		1	\$84.60	1st Floor
896	Ex 11	Physician's Stool, 5 wheels	1	\$361.90	1st Floor
080	EX II	Welch Allyn Wall Transformer, new style, mid size, with macro	1	φ301.90	ISI FIGUI
007	• 5.44	otoscope/ophth		#0.F0	4-4-51
897	Ex 11	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
898	Ex 11	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
899	Ex 11	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
900	Ex 11	Sharps Collector	1	\$0,96	1st Floor
901	Ex 11	Glass Jar	3	\$5.70	1st Floor
902	Ex 11	Paper Towel Dispenser, half	1	\$9.50	1st Floor
903	Ex 11	Hand Soap Dispenser	1	\$4.75	1st Floor
904	Ex 11	Glove Box Dispenser	1	\$4.75	1st Floor
905	Ex 11	Guest Chair, fabric seat and back, metal base, sled style	1	\$9.60	1st Floor
906	Ex 11	W/C, step on, flip top, metal	1	\$9,60	1st Floor
907	Ex 11	Exam Table, Ritter 204	1	\$822.50	1st Floor
908	Ex 11	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
909	Ex 11	Physician's Stool, 4 wheels	1	\$14,40	1st Floor
912	Hall	Thysician 5 stoor, 4 wheels	1	\$61,10	1st Floor
		Guest Chair, fabric seat, wood back, with arms, wood base, post leg	5		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
913	Hall	Seca Stadiometer, wall mounted	1	\$84.60	1st Floor
914	Hall	Health O Meter Digital Step On Adult Scale, with Stadiometer	1	\$169.20	1st Floor
915	Hall	Whiteboard, 24x36	2	\$37.60	1st Floor
916	Hall	Wall Art, mid	1	\$56.40	1st Floor
917	Hall	Wall Clock, 10"	1	\$9.40	1st Floor
918	Hall	Oxygen Tank, with cart	1	\$131.60	1st Floor
919	Hall		3	\$394.80	1st Floor
		Oxygen Tank, small			
920	Hall	Cabinet, 4 door, glass doors, 12x36x75	1	\$145.70	1st Floor
926	Ex 14	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
a 0 =	- 44	otoscope/ophth	,		4
927	Ex 14	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
928	Ex 14	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
929	Ex 14	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
930	Ex 14	Sharps Collector	1	\$0.96	1st Floor
931	Ex 14	Glass Jar	3	\$5.70	1st Floor
932	Ex 14	Paper Towel Dispenser, half	1	\$9.50	1st Floor
933	Ex 14	Hand Soap Dispenser	1	\$4.75	1st Floor
934	Ex 14	Glove Box Dispenser	1	\$4.75	1st Floor
935	Ex 14	Guest Chair, fabric seat and back, metal base, sled style	1	\$9.60	1st Floor
936	Ex 14	W/C, step on, flip top, metal	1	\$9.60	1st Floor
937	Ex 14	Exam Table, Ritter 204	1	\$822.50	1st Floor
938	Ex 14	Task Chair	1	\$14,40	1st Floor
943	Ex 13	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
- 10	2 10	otoscope/ophth	•	+401.00	,5111001
944	Ex 13		1	\$9.50	1st Floor
945	Ex 13	Welch Allyn Specula Dispenser	1		
		Welch Allyn Sphygmomanometer		\$38,00	1st Floor
946	Ex 13	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
947	Ex 13	Sharps Collector	1	\$0.96	1st Floor
948	Ex 13	Glass Jar	3	\$5.70	1st Floor
949	Ex 13	Paper Towel Dispenser, half	1	\$9.50	1st Floor
950 951	Ex 13 Ex 13	Hand Soap Dispenser Glove Box Dispenser	1 1	\$4.75 \$4.75	1st Floor 1st Floor

Pof#	Location	Asset Description		EMIL!	Location
Ref # 952	Location Ex 13	Asset Description Guest Chair, fabric seat and back, metal base, sled style	Qty 1	FMV \$9.60	Location 1st Floor
953	Ex 13	W/C, step on, flip top, metal	1	\$9.60	1st Floor
954	Ex 13	Exam Table, Ritter 204	1	\$822.50	1st Floor
955	Ex 13	Task Chair	1	\$14.40	1st Floor
960	Ex 7	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
		otoscope/ophth			
961	Ex 7	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
962	Ex 7	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
963	Ex 7	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
964	Ex 7	Sharps Collector	1	\$0.96	1st Floor
965 966	Ex 7	Glass Jar	3	\$5.70	1st Floor
967	Ex 7 Ex 7	Paper Towel Dispenser, half	1 1	\$9.50 \$4.75	1st Floor 1st Floor
968	Ex 7	Hand Soap Dispenser Glove 8ox Dispenser	1	\$4.75	1st Floor
969	Ex 7	Guest Chair, fabric seat and back, metal base, sled style	1	\$9.60	1st Floor
970	Ex 7	W/C, step on, flip top, metal	· 1	\$9.60	1st Floor
971	E x 7	Exam Table, Midmark 404	1	\$620.40	1st Floor
972	Ex 7	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
973	Ex 7	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
978	Ex 6	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
		otoscope/ophth			
979	Ex 6	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
980	Ex 6	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
981	Ex 6	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
982	Ex 6	Sharps Collector	1	\$0.96	1st Floor
983 984	Ex 6 Ex 6	Glass Jar	3	\$5.70	1st Floor
985	Ex 6	Paper Towel Dispenser, half	1 1	\$9,50 \$4.75	1st Floor 1st Floor
986	Ex 6	Hand Soap Dispenser Glove Box Dispenser	' 1	\$4.75	1st Floor
987	Ex 6	Guest Chair, fabric seat and back, metal base, sled style	1	\$9.60	1st Floor
988	Ex 6	W/C, step on, flip top, metal	1	\$9.60	1st Floor
989	Ex 6	Exam Table, Midmark 404	1	\$620.40	1st Floor
990	Ex 6	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
991	Ex 6	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
994	Ex 12	Physician's Stool, 4 wheels	2	\$28.80	1st Floor
995	Ex 12	Wheelchair, folding	2	\$38.40	1st Floor
996	Ex 12	Sigma 6000 Volumetric Pump	1	\$216.20	1st Floor
997	Ex 12	Oxygen Tank, small	1	\$24.00	1st Floor
998	Ex 12	Exam Table, Midmark 404	1	\$620.40	1st Floor
999	Ex 12	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
1000	Ex 12	otoscope/ophth	4	60 50	det Class
1000	Ex 12	Welch Allyn Specula Dispenser Welch Allyn Sphygmomanometer	1	\$9,50 \$38.00	1st Floor 1st Floor
1002	Ex 12	Task Chair, fabric seat and back, no arms	1	\$65.80	1st Floor
1003	Ex 12	Samsung ML-2165W	1	\$84.60	1st Floor
1004	Ex 12	Mayo Instrument Stand, single post, 5 wheels	1	\$56.40	1st Floor
1005	Ex 12	Body Composition Analyzer, Inbody 230	1	\$2,256,00	1st Floor
1010	Amber	20" Flat Panel Monitor, AOC	1	\$9,60	1st Floor
1011	Amber	22" Flat Panel Monitor, Dell	1	\$14.40	1st Floor
1012	Amber	Cisco Handset	1	\$19.00	1st Floor
1013	Amber	HP LaserJet Pro 400 Color M451DN	1	\$159.80	1st Floor
1014	Amber	Task Chair, vinyl seat and back, with arms	1	\$141.00	1st Floor
1015	Amber	Bulletin Board, 24x36	2	\$28.50	1st Floor
1016	Amber	Refrigerator, under counter, GE	1	\$24.00	1st Floor
1017	Amber	Guest Chair, fabric seat and back, wood base, post legs	2	\$122.20	1st Floor
1018	Amber Nurse 1	Laptop, Dell, 17"	1	\$380.70	1st Floor
1022 1023	Nurse 1	Task Chair, fabric seat and back, with arms	4	\$282.00	1st Floor
1023	Nurse 1 Nurse 1	Cisco Handset	5 1	\$95.00 \$133.30	1st Floor
1024	Nurse 1 Nurse 1	HP LaserJet 4350N	1 3	\$122.20 \$28.80	1st Floor
1027	Nurse 1	20" Flat Panel Monitor 20" Flat Panel Monitor, AOC	3 1	\$28.80 \$9.60	1st Floor 1st Floor
1028	Nurse 1	20" Flat Panel Monitor, AGC	1	\$9.60	1st Floor
		20 Tract discrivionitor, mais	'	Ψ0.00	1001 1001

Ref#	Location	Asset Description	Qty	FMV	Location
1029	Nurse 1	PC Tower, Dell OptiPlex 390	4	\$76.80	1st Floor
1030	Nurse 1	W/C, small	2	\$1.92	1st Floor
1033	Nurse 1	Welch Allyn Suretemp Plus Temperature Gauge	1	\$159.80	1st Floor
1036	Sterilizing Rm	Seca Stadiometer, wall mounted	1	\$84.60	1st Floor
1037	Sterilizing Rm	Health O Meter Adult Digital Step On Scale, with Stadiometer	1	\$169.20	1st Floor
1038	Sterilizing Rm	Task Chair, fabric seat, mesh back, no arms	1	\$89.30	1st Floor
1040	Sterilizing Rm	Cisco Handset	1	\$19.00	1st Floor
1042	Sterilizing Rm	W/C, tall	1	\$0.96	1st Floor
1043	Sterilizing Rm	Step Stool, 9", metal, with handle	1	\$9.60	1st Floor
1.044	Sterilizing Rm	Ritter M9, Ultraclave	1	\$2,749.50	1st Floor
1045	Sterilizing Rm	Olympus BH2 Microscope	1	\$958.80	1st Floor
1046	Sterilizing Rm	Refrigerator/Freezer, GE Profile	1	\$153.60	1st Floor
1047	Sterilizing Rm	Paper Towel Dispenser, half	1	\$9.50	1st Floor
1048	Sterilizing Rm	Hand Soap Dispenser	1	\$4.75	1st Floor
1049	Sterilizing Rm	Sharp Collector, 3 slot	1	\$14.25	1st Floor
1052	Hallway	Xray Viewer, 4 panel, Perfect View, Recessed	1	\$437.10	1st Floor
1055	Wift	Task Chair, vinyl seat and back, with arms	1	\$141.00	1st Floor
1056	Wilt	Task Chair, fabric seat, mesh back, with arms	1	\$94.00	1st Floor
1059	Wilt	Cisco Handset	1	\$19.00	1st Floor
1060	Wilt	Floor Fan, 18", Lasko	1	\$4.80	1st Floor
1061	Wilt	W/C, small	1	\$0.96	1st Floor
1062	Wilt	L-Shape Manager's Desk, laminate, 72x66x30	2	\$1,015.20	1st Floor
1063 1067	Wilt	Hutch, Laminate, 24x72x30	2 1	\$893.00	1st Floor
	Office	Task Chair, fabric seat, mesh back, with arms		\$98.70	1st Floor
1068	Office	Manager's Desk, double pedestal, laminate, 30x66x30	1	\$446.50	1st Floor
1072 1076	Office	Cisco Handset	1 1	\$19.00	1st Floor
1076	Humphrey	Cisco Handset	1	\$19.00	1st Floor
1077	Humphrey	Xray Viewer, 2 panel, Perfect View, Recessed	•	\$216.20	1st Floor
1082	Humphrey	L-Shape Manager's Desk, Laminate, 68x72x30	1 1	\$507.60	1st Floor
1084	Humphrey	Task Chair, fabric seat, mesh back, with arms	1	\$98.70	1st Floor
1087	Humphrey	W/C, mid	1	\$0.96	1st Floor
1088	Judy Judy	Xray Viewer, 2 panel, Perfect View, Recessed	1 .	\$216.20 \$98.70	1st Floor
1089	Judy	Task Chair, fabric seat, mesh back, with arms	1	\$108.10	1st Floor 1st Floor
1009	· ·	Side Table, 18x20	2		
1080	Judy	Guest Chair, fabric seat and back, wood base, with arms, post legs	2	\$122.20	1st Floor
1094	Judy	Cisco Handset	1	\$19.00	1st Floor
1095	Judy	W/C, small	2	\$1.92	1st Floor
1098	Ex 15	Exam Table, Midmark 404	1	\$620.40	1st Floor
1099	Ex 15	W/C, Detecto, step on, flip top, metal	1	\$9.60	1st Floor
1100	Ex 15	Bulletin Board, 24x36	1	\$14.25	1st Floor
1101	Ex 15	Physician's Stool, 4 wheels	1	\$84.60	1st Floor
1102	Ex 15	Task Chair, fabric seat and back, with arms	1	\$70,50	1st Floor
1103	Ex 15	Welch Allyn Wall Transformer, with oto/ophth, old style	1	\$137.75	1st Floor
1104	Ex 15	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
1105	Ex 15	Sphygmomanometer, wall mounted	1	\$14.40	1st Floor
1106	Ex 15	Glass Jar	3	\$2,88	1st Floor
1107	Ex 15	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1108	Ex 15	Hand Soap Dispenser	1	\$1.92	1st Floor
1109	Ex 15	Sharps Collector	1	\$0,96	1st Floor
1115	Ex 16	Exam Table, Midmark 404	1	\$620.40	1st Floor
1116	Ex 16	W/C, Detecto, step on, flip top, metal	1	\$9.60	1st Floor
1117	Ex 16	Bulletin Board, 24x36	1	\$14.25	1st Floor
1118	Ex 16	Physician's Stool, 4 wheels	1	\$84.60	1st Floor
1119	Ex 16	Welch Allyn Wall Transformer, with oto/ophth, mid style	1	\$137.75	1st Floor
1120	Ex 16	Exam Light, Floor Style, Gooseneck	1	\$9,60	1st Floor
1121	Ex 16	Sphygmomanometer, wall mounted	1	\$14.40	1st Floor
4422	Ex 16	Glass Jar	3	\$2.88	1st Floor
1122	- 40	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1123	Ex 16	raper rower bispenser, nam	•	4 1.00	
	Ex 16	Hand Soap Dispenser	1	\$1.92	1st Floor
1123		•	1		

Ref#	Location	Asset Description	Qty	FMV	Location
1131	Ex 18	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
		otoscope/ophth			
1132	Ex 18	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1133	Ex 18	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1134	Ex 18	Glass Jar	1	\$0,96	1st Floor
1135 1136	Ex 18 Ex 18	Glove Box Dispenser, single slot	1	\$4.75	1st Floor
1136	Ex 18 Ex 18	Sharps Collector	1	\$0.96 \$4.80	1st Floor 1st Floor
1138	Ex 18	Paper Towel Dispenser, half Hand Soap Dispenser	1	\$4.80 \$1.92	1st Floor
1139	Ex 18	Guest Chair, vinyl seat and back, no arms, post legs	1	\$14.40	1st Floor
1140	Ex 18	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1142	Ex 18	Guest Chair, vinyl seat, fabric back, with arms	1	\$94.00	1st Floor
1144	Ex 18	W/C, Detecto, step on, flip top, metal	1	\$9.60	1st Floor
1145	Ex 18	W/C, small	1	\$0.96	1st Floor
1148	Ex 19	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
1149	Ex 19	Exam Table, Midmark 404	1	\$620.40	1st Floor
1153	Ex 19	Wall Pocket, Plexiglas	6	\$56.40	1st Floor
1154	Ex 19	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1155	Ex 19	Hand Soap Dispenser	1	\$1.92	1st Floor
1156	Ex 19	Sharps Collector	2	\$1.92	1st Floor
1157	Ex 19	W/C, small	2	\$1.92	1st Floor
1158	Ex 19	W/C, Detecto, step on, flip top, metal	1	\$9.60	1st Floor
1159 1160	Ex 19 Ex 19	Glove Box Dispenser, single slot	1 1	\$4.75 \$361.90	1st Floor
1100	EX 19	Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth	ı	Ф301.90	1st Floor
1161	Ex 19	otoscope/opntn Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1162	Ex 19	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1166	Ex 17	Exam Table, Ritter 204	1	\$822.50	1st Floor
1167	Ex 17		1	\$61.10	1st Floor
		Guest Chair, fabric seat and back, with arms, wood base, sled style			
1168	Ex 17	PC Tower, Nextlink	1	\$14.40	1st Floor
1170	Ex 17	Task Chair, fabric seat, mesh back, no arms	1	\$89.30	1st Floor
1173	Hall	Seca Stadiometer, wall mounted	1	\$84.60	1st Floor
1174	Hall	Health O Meter Adult Digital Step On Scale, with Stadiometer	1	\$169,20	1st Floor
1177	Ex 20	Guest Chair, vinyl seat, fabric back, with arms, post legs	2	\$188.00	1st Floor
1178	Ex 20	Exam Table, Midmark 404	1	\$620.40	1st Floor
1179	Ex 20	Physician's Stool, 5 wheels	1 1	\$84.60	1st Floor
1182 1183	Ex 20 Ex 20	Sharps Collector Glass Jar	1 3	\$0.96 \$14.10	1st Floor 1st Floor
1184	Ex 20 Ex 20	Glass Jar Welch Allyn Wall Transformer, old style, mid size, with macro	ა 1	\$14.10 \$48.00	1st Floor 1st Floor
1107	<u> </u>	otoscope/ophth		Ψ-0.00	13(1100)
1185	Ex 20	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1186	Ex 20	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1187	Ex 20	Exam Light, Floor Style, Gooseneck	1	\$9,60	1st Floor
1188	Ex 20	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1189	Ex 20	Hand Soap Dispenser	1	\$1.92	1st Floor
1190	Ex 20	Sharps Collector	2	\$1.92	1st Floor
1191	Ex 20	W/C, mid	2	\$1.92	1st Floor
1192	Ex 20	Glove Box Dispenser, single slot	1	\$4.75	1st Floor
1195	Ex 21	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1197	Ex 21	Guest Chair, double vinyl seat and back, metal post legs	1	\$89.30	1st Floor
1198	Ex 21	Welch Allyn Vaginal Light	1	\$145.70	1st Floor
1199	Ex 21	Guest Chair, vinyl seat, fabric back, with arms, post legs	1	\$94.00	1st Floor
1200 1201	Ex 21 Ex 21	Exam Table, Midmark 404	1	\$620,40 \$48.00	1st Floor
1201	EX Z1	Welch Allyn Wall Transformer, old style, mid size, with macro	1	\$48.00	1st Floor
1202 -	Ex 21	otoscope/ophth Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1202	Ex 21	Weich Allyn Sphygmomanometer	1	\$38.00	1st Floor
1204	Ex 21	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
1205	Ex 21	Sharps Collector	1	\$0.96	1st Floor
1206	Ex 21	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1207	Ex 21	Hand Soap Dispenser	1	\$1.92	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
1208	Ex 21	W/C, small	1	\$0.96	1st Floor
1211	Ex 22	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1213	Ex 22	Guest Chair, double vinyl seat and back, metal post legs	1	\$89.30	1st Floor
1214	Ex 22	Guest Chair, vinyl seat, fabric back, with arms, post legs	1	\$94.00	1st Floor
1215	Ex 22	Exam Table, Midmark 404	1	\$620.40	1st Floor
1216	Ex 22	Welch Allyn Wall Transformer, old style, mid size, with macro otoscope/ophth	1	\$48.00	1st Floor
1217	Ex 22	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1218	Ex 22	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1219	Ex 22	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
1220	Ex 22	Sharps Collector	1	\$0.96	1st Floor
1221	Ex 22	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1222	Ex 22	Hand Soap Dispenser	1	\$1.92	1st Floor
1223	Ex 22	W/C, small	1	\$0.96	1st Floor
1226	Nurse 2	Task Chair, fabric seat and back, with arms	2	\$141.00	1st Floor
122 7	Nurse 2	Side Chair, fabric seat, poly back, no arms	1	\$108.10	1st Floor
1228	Nurse 2	Task Chair, fabric seat, mesh back, no arms	1	\$89,30	1st Floor
1230	Nurse 2	Cisco Handset	4	\$76.00	1st Floor
1231	Nurse 2	Welch Allyn Suretemp Thermometer	3	\$479.40	1st Floor
1232	Nurse 2	Net gear FS105 Ethernet Switch	1	\$9,40	1st Floor
1233	Nurse 2	HP LaserJet 4200N	1	\$310.20	1st Floor
1234	Nurse 2	Konica Minolta Bizhub 25e	1	\$308.75	1st Floor
1235	Nurse 2	W/C, small	4	\$3.84	1st Floor
1236	Nurse 2	Plantronics Headset	4	\$169.20	1st Floor
1237	Nurse 2	Adult Cuff	3	\$14.25	1st Floor
1241	Sample	Medical Supply Bins, large	124	\$235.60	1st Floor
1244	Ex 23	Guest Chair, double vinyl seat and back	1	\$94.00	1st Floor
1245	Ex 23	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1248	Ex 23	Exam Table, UMF	1	\$636.50	1st Floor
1249	Ex 23	Welch Allyn Wall Transformer, old style, mid size, with macro otoscope/ophth	1	\$48,00	1st Floor
1250	Ex 23	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1251	Ex 23	Welch Allyn Sphygmomanometer	1	\$38,00	1st Floor
1252	Ex 23	Sharps Collector	1	\$0.96	1st Floor
1253	Ex 23	Glove Box Dispenser, single slot	1	\$4.75	1st Floor
1254	Ex 23	Adult Cuff	3	\$14.25	1st Floor
1255	Ex 23	Glass Jar	, 3	\$14.10	1st Floor
1256	Ex 23	Paper Towel Dispenser, half	1	\$9.50	1st Floor
1257	Ex 23	Hand Soap Dispenser	1	\$4.75	1st Floor
1258	Ex 23	W/C, mid	1	\$0.96	1st Floor
1262	RA	Cisco Handset	1	\$19,00	1st Floor
1263	RA	Fujitsu Scanner, fi6130	1	\$338.40	1st Floor
1265	RA	Task Chair, fabric seat, mesh back, with arms	1	\$14.40	1st Floor
1266	RA	Refrigerator, under counter, Haier	1	\$33,60	1st Floor
1267	RA	Vertical File Cabinet, 2 drawer	1	\$94.00	1st Floor
1268	RA	W/C, mid	1	\$0.96	1st Floor
1273	Smith	Philips Speachmic Pro Microphone	2	\$347.80	1st Floor
1274	Smith	Cisco Handset	2	\$38.00	1st Floor
1275	Smith	Task Chair, fabric seat and back, with arms	1	\$70.50	1st Floor
1276	Smith	Task Chair, fabric seat and back, no arms	1	\$65.80	1st Floor
1277	Smith	Bookshelf, 6 shelves, 12x30x84	1	\$84.60	1st Floor
1278	Smith	Lateral File Cabinet, 2 drawer	1	\$188.00 \$14.25	1st Floor
1279	Smith	Bulletin Board, 24x36	1	\$14.25	1st Floor
1283	Petton	20" Flat Panel Monitor, AOC	1	\$9.60 \$19.20	1st Floor
1284	Petton	PC Tower, Delf OptiPlex 390	1	\$19.20 \$14.25	1st Floor
1285	Petton	Bulletin Board, 24x36	1	\$14.25 \$80.30	1st Floor
1286	Petton	Guest Chair, double vinyl seat and back, no arms, metal post legs	1	\$89.30	1st Floor
1287	Petton	Cisco Handset	1	\$19.00	1st Floor
1288	Petton	W/C, mid	1	\$0.96	1st Floor
1289	Petton	Guest Chair, fabric seat and back, with arms, wood base, post legs	1	\$61.10	1st Floor

1292 1293 1294	Lobby Lobby	Sofa, 3 seat, vinyl	1	\$305,50	1st Floor
	Lobby				
1294	-	32" LG Flat Panel Television	1	\$57.00	1st Floor
1201	Lobby	Guest Chair, fabric seat and back, with arms, wood base, post legs	2	\$122.20	1st Floor
1295	Lobby	Side Table, 24", Laminate	27	\$2,918.70	1st Floor
1296	Lobby	Magazine Rack, 3 shelves	1	\$32.90	1st Floor
1297	Lobby	Wall Art, large	4	\$338.40	1st Floor
1298	Lobby	Credenza, 4 door, glass top, 31x75x30	1	\$465.50	1st Floor
1301	Main Rec	Task Chair, fabric seat, mesh back, no arms	1	\$89.30	1st Floor
1302	Main Rec	Epson GT S50 Scanner	3	\$356.25	1st Floor
1303	Main Rec	20" Flat Panel Monitor, Asis	2	\$19.20	1st Floor
1304	Main Rec	20" Flat Panel Monitor, Dell	6	\$57.60	1st Floor
1305	Main Rec	Fujitsu Scanner, fi6130	1	\$338.40	1st Floor
1306 1307	Main Rec Main Rec	PC Tower, Dell OptiPlex 390	4	\$76.80	1st Floor
1308		Cisco Handset	4	\$76.00	1st Floor
1309	Main Rec Main Rec	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1310	Main Rec	Konica Minolta Bizhub 283	1	\$1,064.00	1st Floor
1310	Main Rec	HP LaserJet 4350DTN	1	\$145.70	1st Floor
1312	Main Rec	Bosu Ball, 75cm	3	\$28.20	1st Floor
1315	File	W/C, mid	4	\$3.84	1st Floor
1316	File	Step Stool, 2 step	1 1	\$4.80	1st Floor
1317	File	File Cart, mobile, metal, 2 shelves, 24x24	4	\$9.60 \$1,353.60	1st Floor
1318	File	File Cabinet, metal, 5 shelves, 18x36x84	6	\$2,030.40	1st Floor 1st Floor
1322	Dexa	File Cabinet, metal, 5 shelves, 18x36x96	1	\$2,030.40 \$94.00	1st Floor
1323	Dexa	Guest Chair, vinyl seat, fabric back, no arms, post legs	1	\$94.00 \$98,70	1st Floor
1324	Dexa	Adult Analog Step On Scale, with Stadiometer	1	\$98.70	1st Floor
1325	Dexa	Task Chair, fabric seat, mesh back, with arms HP Officejet Pro 8100	2	\$122.20	1st Floor
1327	Dexa	17" Flat Panel Monitor	1	\$122.20	1st Floor
1328	Dexa	PC Tower, HP	1	\$38.40	1st Floor
1329	Dexa	PCM Power Pack	1	\$19.00	1st Floor
1330	Dexa	IQ Mark Digital ECG	1	\$1,116.25	1st Floor
1331	Dexa	Dexa, Lunar Prodigy Advanced	1	\$11,129.25	1st Floor
1332	Dexa	Seca Stadiometer, wall mounted	1	\$84.60	1st Floor
1333	Dexa	Computer Cart, mobile, 3 shelf	1	\$23.50	1st Floor
1334	Dexa	W/C, tall	1	\$0.96	1st Floor
1335	Dexa	Step Stool, 9", metal	1	\$4.80	1st Floor
1336	Dexa	Easyone Plus Diagnostic Medical Device	1	\$1,010.50	1st Floor
2001	Ex Rm R1	File cabinet	1	\$47.50	1st Floor
2002	Ex Rm R1	Task chair	1	\$33.25	1st Floor
2003	Ex Rm R1	Wall art	3	\$85.50	1st Floor
2004		Side Chairs	2	\$161.50	1st Floor
2005		Exam Table	1	\$822.50	1st floor
2006		rolling stool	1	\$14.40	1st Floor
2007		trash can	1	\$0.96	1st floor
2008		Paper towel Dispenser	1	\$19.00	1st floor
2009		Soap Dispenser	1	\$4.80	1st floor
2010		Wall art	1	\$28.50	1st floor
2011		Metal rolling cart	1	\$14.40	1st floor
2012		Sharps Containers	1	\$0.96	1st floor
2013		1 Desk	1	\$118.75	1st floor
2014		1 Side Chair	1	\$80.75	1st floor
2015		1 Task Chair	1	\$33,25	1st floor
2016		2 Book Cases	1	\$28.50	1st floor
2017		1 Phone/Headset	1	\$47.00	1st Floor
2018		1 Trash can	1	\$0.96	1st floor
2019		1 White Board	1	\$33.25	1st floor
2020		Lateral File Cabinet	1	\$188.00	1st Floor
		1 Task Chair	1	\$33.25	1st Floor
2021			-	T	
2021		2 Metal carts	1	\$14.40	1st floor
		2 Metal carts Wall art	1 4	\$14.40 \$114.00	1st floor 1st floor

Ref#	Location	Asset Description	Qty	FMV	Location
2025		1 Metal chart holder	1	\$4.80	1st floor
2026		1 Xray view box	1	\$33.60	1st floor
2027		1 Trashcan	1	\$0.96	1st floor
2028		1 Metal file cabinet	1	\$47.50	1st Floor
2029		1 Soap Dispenser	1	\$4.80	1st floor
2030		1 Papertowel Dispenser	1	\$19.00	1st floor
2031		1 trashcan	1	\$0.96	1st floor
2032		1 toilet Liner Dispenser	1	\$14.25	1st floor
		Total 1st Floor		\$119,520.40	
		12 month Operating Lease Monthly Rate 1st Floo	or	\$8,331.68	

EXHIBIT B-1

SUITE 100 PHONE NUMBERS

Main Number - (816) 943-0706

(816) 943-4278

(816) 943-4279

(816) 943-4329

(816) 943-4325

(816) 943-4288

(816) 943-4277

(816) 943-4318

(816) 943-4299

(816) 943-4327

(816) 943-4322

Main Fax # (913) 451-1754

EXHIBIT C

THE SUITE 300 ASSETS

Ref#	Location	Asset Description	Qty	FMV	Location
15	Rec	Electric Printing Calculator	1	\$9.50	3rd floor
16 17	Rec Rec	Credit Card Reader, First Data FD100 Credit Card Reader, ING CT 250	1	\$47.50	3rd floor
18	Rec	Credit Card Reader, 1NG C1 250 Credit Card Reader, VeriFone VX570	1 1	\$61.75 \$14.40	3rd floor 3rd floor
20	Rec	Supply Cabinet, 3 drawer, plastic	1	\$0.96	3rd floor
21	Rec	W/C, mid	2	\$1.92	3rd floor
29	Call Center	Utility Cart, metal	1	\$9,60	3rd floor
30	Call Center	Surge Protector	1	\$9.40	3rd floor
31	Call Center	Wall Pocket, Plexiglas	3	\$5.76	3rd floor
32	Call Center	IT Store Room (various IT items)	1	\$96,00	3rd floor
35	Sm Store	Refrigerator, for medicine, Kenmore, mid, Freezer on Top	1	\$188.00	3rd floor
36	Sm Store	Surge Protector, small	1	\$9.40	3rd floor
39	Conf		1	\$564.00	3rd floor
40	Conf	Conference Table, Laminate, 72x36	4	\$206.80	3rd floor
41	Conf	Task Chair, fabric seat and back	1		
	Conf	Combo Conference Room Cabinet, Table Top		\$131.60	3rd floor
42		W/C, mid, wire type	1	\$1.92	3rd floor
43	Conf	Cisco Handset	1	\$19.00	3rd floor
46	Dr	L-Shape Desk, 66x30, Reach 42x24	1	\$507.60	3rd floor
47	Dr	Handset	1	\$19.00	3rd floor
48	Dr	PC Tower	1	\$62.40	3rd floor
49	Dr	19" Flat Panel Monitor	1	\$9.60	3rd floor
50	Dr	W/C, mid	1	\$0.96	3rd floor
51	Dr	Lobby Plant, Imitation, 6'	1	\$23.75	3rd floor
52	Dr	Task Chair, leather seat and back	1	\$141.00	3rd floor
53	Dr	Mail Cart, Wire, 30x17	1	\$23.75	3rd floor
54	Dr	Bookcase, mid	1	\$33.25	3rd floor
55	Dr	Wall Clock, 13"	1	\$37.60	3rd floor
56	Dr	Lobby Chair	2	\$253,80	3rd floor
57	Dr	End Table, vinyl, 20" diameter	1	\$42.75	3rd floor
61	PA Office	PC Tower	2	\$124.80	3rd floor
62	PA Office	19" Flat Panel Monitor	2	\$19.20	3rd floor
63	PA Office				
65		Cisco Handset 7942	1	\$19.00	3rd floor
	PA Office	Task Chair, fabric seat, mesh back	1	\$42.75	3rd floor
66	PA Office	W/C, mid	1	\$0,96	3rd floor
67	PA Office	Bulletin Board, 24x36	1	\$14.25	3rd floor
127	Triage	Seca Stadiometer. Wall mounted	1	\$70.50	3rd floor
128	Triage	Side Chair	2	\$178.60	3rd floor
131	Ex 1	Exam Table, Ritter 204	1	\$822.50	3rd floor
132	Ex 1	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
133	Ex 1	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
134	Ex 1	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
135	Ex 1	Exam Light, Incandescent, Gooseneck	1	\$9.60	3rd floor
136	Ex 1		1	\$70,50	3rd floor
137	Ex 1	Task Chair, fabric seat and back, with arms	1	\$9.60	3rd floor
138	Ex 1	19" Flat Panel Monitor			3rd floor
		PC Tower	1	\$62.40	
139	Ex 1	Handheld Sphygmomanometer	2	\$47.50	3rd floor
140	Ex 1	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
141	Ex 1	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
142	Ex 1	Sharps Collector	1	\$1.90	3rd floor
143	Ex 1	Side Chair	2	\$114.00	3rd floor
144	Ex 1	W/C, tall	1	\$0.96	3rd floor
145	Ex 1	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
148	Ex 2	Exam Table, Ritter 204	1	\$822.50	3rd floor
149	Ex 2	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
150	Ex 2	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
151	Ex 2	, , , , =	1	\$18.80	3rd floor
152	Ex 2	Welch Allyn Specula Dispenser			
		Exam Light, Incandescent, Gooseneck	1	\$9.60	3rd floor
450	Ex 2	Task Chair, fabric seat and back, with arms	1	\$70.50	3rd floor
153	E. ~				
154	Ex 2	19" Flat Panel Monitor	1	\$9.60	3rd floor
	Ex 2 Ex 2 Ex 2	19" Flat Panel Monitor PC Tower	1 1 2	\$9.60 \$62.40 \$47.50	3rd floor 3rd floor 3rd floor

Ref #	Location	Asset Description	Qty	FMV	Location
157	Ex 2	Paper Towel Dispenser, Georgia Pacific, Sofpul	1	\$19.00	3rd floor
158	Ex 2	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
159	Ex 2	Sharps Collector	1	\$0.96	3rd floor
160	Ex 2	Side Chair	2	\$114.00	3rd floor
161	Ex 2	W/C, tall	1	\$0,96	3rd floor
162	Ex 2	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
166	Ex 5	Exam Table, Ritter 204	1	\$822.50	3rd floor
167	Ex 5	Weich Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
168	Ex 5	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
169	Ex 5	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
170	Ex 5	Task Chair, fabric seat and back, with arms	1	\$70.50	3rd floor
171	Ex 5	19" Flat Panel Monitor	1	\$9,60	3rd floor
172 —	Ex 5	PC Tower	1	\$62.40	3rd floor
173	Ex 5	Handheld Sphygmomanometer	2	\$47.50	3rd floor
174	Ex 5	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
175	Ex 5	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
176	Ex 5	Sharps Collector	1	\$0.96	3rd floor
177	Ex 5	Side Chair	2	\$114.00	3rd floor
178	Ex 5	W/C, tall	1	\$0.96	3rd floor
179	Ex 5		1	\$9.60	3rd floor
182	Ex 6	W/C, Biohazard, 12x12x16, step on, flip top, red metal			
183	Ex 6	Exam Table, Ritter 204	1	\$822.50	3rd floor
100	EX O	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
184	Ex 6	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
185	Ex 6	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
186	Ex 6	Task Chair, fabric seat and back, with arms	1	\$70.50	3rd floor
187	Ex 6	19" Flat Panel Monitor	1	\$9.60	3rd floor
18 8	Ex 6	PC Tower	1	\$62.40	3rd floor
189	Ex 6	Handheld Sphygmomanometer	2	\$47.50	3rd floor
190	Ex 6	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
191	Ex 6	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
192	Ex 6	Sharps Collector	1	\$0.96	3rd floor
193	Ex 6	Side Chair	2	\$216.20	3rd floor
194	Ex 6	W/C, tall	1	\$0.96	3rd floor
195	Ex 6	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
196	Ex 6	Glove Box Dispenser, 3 slot, wall mounted	1	\$1.92	3rd floor
199	Ex 7	Exam Table, Ritter 204	1	\$822.50	3rd floor
200	Ex 7		1	\$361.90	3rd floor
201	Ex 7	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	4	#7F 00	0-4 6
		Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
202	Ex 7	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
203	Ex 7	19" Flat Panel Monitor	1	\$9,60	3rd floor
204	Ex 7	PC Tower	1	\$62.40	3rd floor
205	Ex 7	Handheld Sphygmomanometer	2	\$47.50	3rd floor
206	Ex 7	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
207	Ex 7	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
208	Ex 7	Sharps Collector	1	\$0.96	3rd floor
209	Ex 7	Side Chair	2	\$216.20	3rd floor
210	Ex 7	W/C, metal, large, 15x15x30, step on, flip top	1	\$19.20	3rd floor
211	Ex 7	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
212	Ex 7	Physician's Stool, 5 wheels	1	\$84.60	3rd floor
215	RR	Paper Towel Dispenser, enMotion	2	\$47.50	3rd floor
216	RR	Hand Soap Dispenser, enMotion	2	\$56.40	3rd floor
217	RR	W/C, mid	2	\$1.92	3rd floor
222	Nurse St	W/C, mid	3	\$14.10	3rd floor
223	Nurse St	Cisco Handset	3	\$57.00	3rd floor
224	Nurse St	PC Tower	2	\$124.80	3rd floor
225	Nurse St	19" Flat Panel Monitor	2	\$19.20	3rd floor
226	Nurse St	Laptop, Dell Latitude E5540	1	\$202.10	3rd floor
233	Lab	• • •	1	\$202.10 \$142.50	
234	Lab	HP LaserJet 4250N	1		3rd floor
204	Lau	PC Tower	t	\$62,40	3rd floor

Ref#	Location	Asset Description	Qty	FMV	Location
235	Lab	19" Flat Panel Monitor	1	\$9.60	3rd floor
236	Lab	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
238	Lab	Supply Drawers, small, 9x9x9, Office Depot	3	\$70.50	3rd floor
239	Lab	Paper Towel Dispenser, Georgia Pacific Sofpull	1	\$19.00	3rd floor
240	Lab	Hand Soap Dispenser, enMotion	1	\$28.20	3rd floor
245	Ex 8	Exam Table, Ritter 204	1	\$822,50	3rd floor
246	Ex 8	Laptop Cart, Laminate, Office Depot	1	\$38.00	3rd floor
247	Ex 8	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
248	Ex 8	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
249	Ex 8	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
250	Ex 8	19" Flat Panel Monitor	1	\$9.60	3rd floor
251	Ex 8	PC Tower	1	\$62.40	3rd floor
252	Ex 8	Wheelchair, folding	1	\$98.70	3rd floor
253	Ex 8	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
254	Ex 8	Hand Soap Dispenser, enMotion	1	\$28.20	3rd floor
255	Ex 8	Sharps Collector	1	\$0.00	3rd floor
256	Ex 8	Side Chair	2	\$114.00	3rd floor
257	Ex 8	W/C, metal, large, 15x15x30, step on, flip top	1	\$19.20	3rd floor
258	Ex 8	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
259	Ex 8	Physician's Stool, 5 wheels	1	\$84.60	3rd floor
263	Ex 9	Exam Table, Ritter 204	1	\$822,50	3rd floor
264	Ex 9	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
265	Ex 9	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
266	Ex 9	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
267	Ex 9	19" Flat Panel Monitor	1	\$9.60	3rd floor
268	Ex 9	PC Tower	1	\$62.40	3rd floor
269	Ex 9	Physician's Stool, 5 wheels	1	\$84.60	3rd floor
270	Ex 9	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
271	Ex 9	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
272	Ex 9	Sharps Collector	1	\$0.96	3rd floor
273	Ex 9	Glass Jar	3	\$2.88	3rd floor
274	Ex 9	Side Chair	1	\$108.10	3rd floor
275	Ex 9	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
276	Ex 9	W/C, metal, large, 15x15x30, step on, flip top, United Defender	1	\$19.20	3rd floor
279	Ex 10	Exam Table, Ritter 204	1	\$822.50	3rd floor
280	Ex 10	EXBIT TODIC, MEECT 204	1	\$361.90	3rd floor
		Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	Ċ		
281	Ex 10	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
282	Ex 10	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
283	Ex 10	19" Flat Panel Monitor	1	\$9.60	3rd floor
284	Ex 10	PC Tower	1	\$62.40	3rd floor
285	Ex 10	Physician's Stool, 5 wheels	1	\$84.60	3rd floor
286	Ex 10	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
287	Ex 10	Hand Soap Dispenser, enMotion	1	\$28.20	3rd floor
288	Ex 10	Sharps Collector	1	\$0.96	3rd floor
289	Ex 10	Glass Jar	3	\$14.10	3rd floor
290	Ex 10	Side Chair	1	\$108.10	3rd floor
2 91	Ex 10	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
292	Ex 10	W/C, metal, large, 15x15x30, step on, flip top, United Defender	1	\$19,20	3rd floor
295	Bk Hall	Infusion Chair	2	\$240.00	3rd floor
298	Bk Supply	W/C, tall	1	\$0,96	3rd floor
299	Bk Supply	Xray Viewer, 2 panel	1	\$38.40	3rd floor
300	Bk Supply	IV Pole, 2 hooks	3	\$14.40	3rd floor
301	Bk Supply	HP Officejet 6100	1	\$120.00	3rd floor
302	Bk Supply	Physician's Stool, 4 wheels	1	\$14.40	3rd floor
303	Bk Supply	Exam Light, Incandescent, Gooseneck	1	\$9.60	3rd floor
304	Bk Supply	Supply Shelves, 48x12x76	1	\$70.50	3rd floor
305	Bk Supply	Supply Shelves, 30x12x76	1	\$70.50	3rd floor
309	Ultra	Exam Table, Midmark 404	1	\$620,40	3rd floor

Ref#	Location	Asset Description	Qty	FMV	Location
310	Ultra	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
311	Ultra	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
312	Ultra	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
313	Ultra	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
314	Ultra	Hand Soap Dispenser, enMotion	1	\$28.20	3rd floor
315	Uitra	Sharps Collector	1	\$0.96	3rd floor
316	Ultra	PC Tower	1	\$62.40	3rd floor
317	Ultra	19" Flat Panel Monitor	1	\$9,60	3rd floor
318	Ultra	W/C, metal, large, 15x15x30, step on, flip top, United Defender	1	\$19,20	3rd floor
319	Ultra	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
320	Ultra	Physician's Stool, 4 wheels	1	\$42.75	3rd floor
321	Ultra	PC Cart	1	\$4.75	3rd floor
322	Ultra	Wheelchair, folding, thin	1	\$19.20	3rd floor
323	Ultra	Side Chair	2	\$114.00	3rd floor
324	Ultra	Cart, 7 drawers, plastic, Sterilite, Office Depot	1	\$4.80	3rd floor
325	Ultra	Logiq 3 Ultrasound, no date, one new probe	1	\$259.20	3rd floor
		Total 3rd Floor		\$19,516.07	
			ſ		
		12 month Operating Lease Monthly Rate 3rd Floor	i	\$1,360.36	

EXHIBIT D

FLOOR PLAN

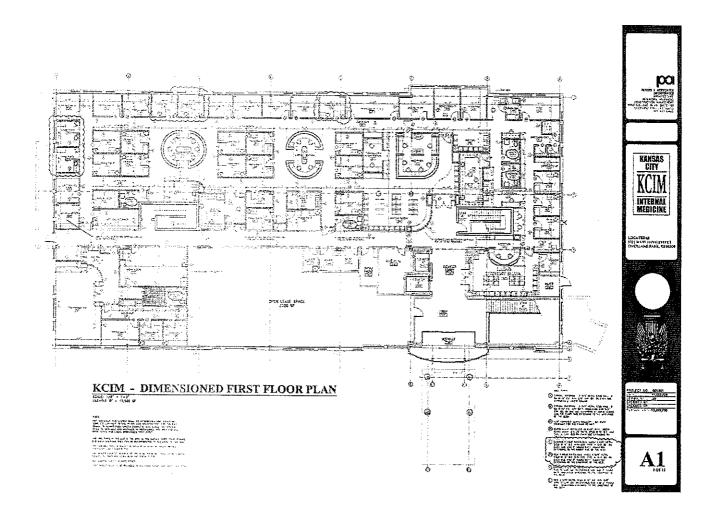


EXHIBIT E

FORM OF ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("<u>Agreement</u>") is dated as of November 1, 2017, by and among Statland Medical Group, LLC, a Kansas limited liability company ("<u>Buyer</u>") and Kansas City Internal Medicine, P.A., a Kansas professional association ("<u>Seller</u>", and collectively with Buyer, the "<u>Parties</u>" and each a "<u>Party</u>"). Certain capitalized terms used in this Agreement without definition shall have the meaning ascribed to them in <u>Exhibit A</u> hereto (which is incorporated herein by reference).

RECITALS:

WHEREAS, Seller, the shareholders of Seller (the "Owners") and certain non-shareholder physicians affiliated with Seller (together with the Owners, the "KCIM Physicians") entered into that certain Division Withdrawal Agreement with Signature Medical Group, Inc. ("Signature") and Signature Medical Group of KC, P.A., dated September 30, 2017, whereby, among other things, effective October 31, 2017, the employment agreements between each of the KCIM Physicians and Signature were terminated;

WHEREAS, Buyer has entered into employment agreements with certain KCIM Physicians, specifically, David A. Wilt, M.D., Theodore M. Whitaker, D.O., Amir R. Hemaya, M.D., Adam Maghrabi, M.D. and Pandurang P. Chillah, M.D., each effective as of November 1, 2017;

WHEREAS, Buyer will operate an internal medicine clinic at 12140 Nall Avenue, Suite 100, Overland Park, Kansas 66209 (the "Menorah Medical Center Location");

WHEREAS, Buyer, Seller and Owners are parties to that certain Operations Agreement and Furniture and Equipment Lease Agreement, dated November 1, 2017 (the "Operations Agreement") pursuant to which Buyer leases the Purchased Assets (as defined herein), which are located at the Menorah Medical Center Location; and

WHEREAS, subject to the approval of this Asset Purchase Agreement by the Bankruptcy Court (as such term is defined in the Operations Agreement) pursuant to the Sale Order (as hereinafter defined), Buyer desires to acquire the Purchased Assets from Seller, and Seller desires to sell the Purchased Assets to Buyer, all as more fully set forth below.

- **NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:
- 1. Purchase and Sale of Purchased Assets. In reliance upon the representations and warranties, and upon the terms and subject to the conditions set forth herein, Seller agrees to sell, transfer, convey, assign and deliver to Buyer, and Buyer agrees to purchase, at the Closing, all of the assets of Seller, set forth on Exhibit B (the "Suite 100 Assets"), Exhibit B-1, and Exhibit C (the "Suite 300 Assets") attached hereto, including all warranties related thereto, free and clear of all Liens, Claims and Encumbrances (collectively, the "Purchased Assets").
- Assets, and the other covenants and agreements set forth herein, shall be \$139,036.47 (which is the sum of \$119,520.40 to be paid for the Suite 100 Assets and the phone numbers listed on Exhibit B-1 hereto and \$19,516.07 to be paid for the Suite 300 Assets) less (a) the prorated amount of Lease Payments (as defined in the Operations Agreement) received by Seller as of the Closing Date pursuant to the Operations Agreement, except such Lease Payment relating to November 2017 and (b) the amount equal to the fair market value of any Purchased Assets that are not in good condition and working order for the normal operation of the business as of the Closing Date or determined not to be titled in the name of

Seller as of the Closing Date (the "Purchase Price"). Notwithstanding the foregoing, the Purchase Price shall be fair market value, and to the extent the Purchase Price does not reflect fair market value as of the Closing Date, the Purchase Price shall be adjusted accordingly to the results of an updated appraisal of the Purchased Assets. Buyer shall pay to Seller the Purchase Price on the Closing Date in immediately available funds by wire transfer in accordance with the instructions set forth on Exhibit D.

3. <u>Liabilities</u>. The Parties acknowledge and agree that Buyer shall not assume any liabilities of Seller by virtue of this transaction and all liabilities of Seller shall remain the sole responsibility of Seller.

4. Closing.

(a) <u>Closing and Effective Time</u>. The closing of the transactions contemplated hereby (the "<u>Closing</u>") will take place remotely by electronic mail, facsimile and/or other electronic exchange of documents, among and between the Parties and their respective counsel, no later than fourteen (14) days following the entry of the Sale Order (as hereinafter defined) (the "<u>Closing Date</u>"). The effective time and date of the transactions shall be 12:00:01 a.m. Central Time on the calendar date immediately following the Closing Date (the "<u>Effective Time</u>"). As of the Effective Time the Operations Agreement shall terminate automatically pursuant to Section 4 thereto.

(b) Closing Deliverables.

- (i) <u>Deliveries by Seller</u>. At the Closing, Seller shall deliver the following documents to Buyer (collectively, the "<u>Seller Closing Deliverables</u>"):
- (A) <u>Bill of Sale</u>. A bill of sale, duly executed by an authorized officer of Seller;
- (B) <u>Good Standing</u>. A certificate of good standing or equivalent certificate from the State of Kansas showing Seller is in existence and in good standing, dated not more than ten (10) days prior to the Closing Date;
- (C) <u>Bankruptcy Court Non-Appealable Order</u>. Seller shall have delivered to Buyer the Sale Order (as hereinafter defined), and such Sale Order shall not be stayed; and
- (D) Other Documents. Such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement as reasonably requested by Buyer.
- (c) <u>Prorations</u>. The Parties shall prorate as of the Effective Time the responsibility for payment of property or ad valorem taxes on any of the Purchased Assets.
- (d) Further Acts and Assurances. Seller shall, upon request of Buyer from time to time upon and following the Closing, take any and all steps necessary to place Buyer in possession and operating control of the Purchased Assets, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for transferring and confirming to Buyer or its successors or assigns, as applicable, or for reducing to possession, any or all of the Purchased Assets. Seller also shall cooperate with Buyer and its representatives after the Closing in furnishing information, evidence, testimony and other assistance in connection with any Action, proceeding, investigation or dispute of any nature relating to the operations of Seller or the Purchased Assets prior to the Closing. From and after the date of this Agreement, upon the reasonable request of any Party, the other Parties shall furnish such further information, execute and deliver such schedules, instruments, documents or other writings and take such actions as may be reasonably necessary or desirable to confirm and carry out and

to fully effectuate the intent and purposes of this Agreement.

- 5. <u>Representations and Warranties of Seller</u>. As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby represents and warrants to Buyer as follows:
- (a) <u>Organization</u>. Seller is a professional association, duly organized, validly existing and in good standing under the laws of the State of Kansas.
- (b) <u>Authority and Validity</u>. Seller has full power, authority and legal capacity to execute, deliver and perform its obligations under this Agreement and the documents to be executed and delivered by such Party. Subject to obtaining the Sale Order this Agreement and the other documents to be executed and delivered by Seller in connection herewith have been duly authorized, executed and delivered by Seller and do not require any further authorization or consent, and are the legal, valid and binding obligations of Seller, enforceable against it in accordance with their respective terms.
- (c) <u>Noncontravention</u>. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will, immediately or with the passage of time: violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any of the Seller or the Purchased Assets is subject; or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of the Purchased Assets is subject.

(d) Purchased Assets.

- (i) Seller has sole and exclusive, good and marketable title to the Purchased Assets, free and clear of all Liens, Claims and Encumbrances. All of the Purchased Assets, whether owned or leased, are in the possession and control of Seller.
- (ii) All the Purchased Assets are in good repair and operating condition, reasonable wear and tear excepted.
- (iii) Seller owns and has the unrestricted right to use the name and to use the service mark "Kansas City Internal Medicine", and such name and mark do not infringe upon any third party rights with respect to such name.
- (iv) Seller shall not take custody to any medical records concerning patients of the KCIM Physicians.
- (e) <u>Litigation and Claims</u>. Except as set forth on Schedule 5(e) hereto, there is and has been no Action pending or threatened against Seller or any Affiliate, shareholder, director, officer, employee or independent contractor of Seller in their capacities as such or relating to Seller, at law or in equity before any court, arbitration tribunal or Governmental Authority, and there is no reasonable basis therefor. There are no judgments against or Orders binding on Seller or on any Affiliate, shareholder, director, officer, employee or independent contractor of Seller in their capacity as such or relating to Seller.
- (f) <u>Consents.</u> No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Seller of the transactions contemplated by this Agreement.

- (g) <u>No Broker</u>. Seller has not entered into nor is bound by any contract, arrangement or understanding with any person, in connection with this transaction, which may result in the obligation of Seller or other person to pay any finder's fees, brokerage fees, agent commissions or similar fees, commissions or payments in connection with this Agreement and the transactions contemplated hereby, and there is no other claim therefor.
- (h) <u>Disclosure</u>. Seller has not withheld from Buyer any material facts or information relating to Seller or the Purchased Assets. No representation or warranty made by Seller in this Agreement or in any statement, certificate or instrument to be furnished to Buyer pursuant to this Agreement or other documents delivered in connection herewith contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make these statements contained herein and therein not misleading.
- 6. <u>Representations and Warranties of Buyer</u>. As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to Seller as follows:
- (a) <u>Organization</u>. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Kansas.
- **(b)** <u>Authority and Validity</u>. Buyer has full power, authority and legal capacity to execute, deliver and perform its obligations under this Agreement and the documents to be executed and delivered by such Party. This Agreement and the other documents to be executed and delivered by Buyer in connection herewith have been duly authorized, executed and delivered by Buyer and do not require any further authorization or consent, and are the legal, valid and binding obligations of Buyer, enforceable against it in accordance with their respective terms.
- (c) <u>Noncontravention</u>. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will, immediately or with the passage of time: (A) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject; or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound.
- (d) <u>Consents</u>. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Buyer of the transactions contemplated by this Agreement.
- (e) <u>No Broker</u>. Buyer has not entered into nor is bound by any contract, arrangement or understanding with any person, in connection with this transaction, which may result in the obligation of Buyer or other person to pay any finder's fees, brokerage fees, agent commissions or similar fees, commissions or payments in connection with this Agreement and the transactions contemplated hereby, and there is no other claim therefor.
- 7. <u>Conditions Precedent to Obligations of Buyer</u>. The obligations of Buyer to consummate the transactions contemplated pursuant to this Agreement and to perform its obligations in connection with the Closing are subject to the following:
- (a) The Operations Agreement shall be in full force and effect on and as of the Closing Date.

- (b) Each of the representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date.
- (c) The Bankruptcy Court shall have entered, no later than thirty (30) days after the effective date of the Operations Agreement, upon notice to all parties in interest, a final non-appealable order, in a form acceptable to Buyer at the time of its entry, approving the sale of the Purchased Assets to Buyer pursuant to the terms of this Agreement and, at a minimum, providing that the Purchased Assets are sold pursuant to 11 U.S.C. § 363 "free and clear of all Liens, Claims and Encumbrances" asserted against the Purchased Assets and binding any other party in interest claiming any right, claim or interest in the Purchased Assets (the "Sale Order").

8. Miscellaneous.

- (a) Expenses. Except as otherwise provided herein, each of the Parties shall bear and pay all costs and expenses incurred by it (or on such Party's behalf) in connection with the negotiation, preparation, execution and performance of this Agreement and the other agreements and documents contemplated herein and the consummation of the transactions contemplated herein and therein. All sales taxes associated with the sale of the Purchased Assets shall be borne by Seller.
- (30) days after the Closing Date, Seller shall amend its organizational documents and make any and all required filings with any applicable governmental authorities to change its name to a name that is not similar to, or confusing with "Kansas City Internal Medicine" so as to permit Buyer to use the name "Kansas City Internal Medicine". Seller shall also make any necessary filings with any applicable governmental authorities to allow Buyer to use and/or register "Kansas City Internal Medicine" as an assumed name. Seller shall provide Buyer evidence of the foregoing name changes and filings as soon as practicable after such changes and filings have been made. Seller shall take such other actions and execute such other documents as may be necessary for Buyer to make appropriate assumed name filings in order to evidence and protect Buyer's right to use the name "Kansas City Internal Medicine".
- Agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver by any Party of any breach or violation of, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation, default of, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any Party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.
- will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and each of which such successors and permitted assigns will be deemed to be a Party hereto for all purposes hereof. No Party may assign, delegate or otherwise transfer either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written consent of the other Parties; provided, however, that Buyer may assign any or all of its rights and interests or obligations hereunder to one or more of its Affiliates, or any acquiror of all or substantially all of its assets or any successor entity resulting from a merger or consolidation of or with Buyer; or assign its rights and benefits hereunder to any lender for security purposes or as collateral. This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assignees and nothing herein expressed or implied will give or be construed to give any Person, other than the Parties hereto and such successors and assignees, any legal or equitable rights hereunder.

- (e) <u>Entire Agreement</u>. This Agreement and the Exhibits, Schedules, certificates and other documents delivered pursuant hereto or incorporated herein by reference, contain and constitute the entire agreement among the Parties and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, among the Parties relating to the transactions contemplated by this Agreement.
- (f) <u>Severability</u>. Any term or provision hereof that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Law, be invalid or unenforceable in any respect, each Party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Law and to otherwise give effect to the intent of the Parties.
- and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction). 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.
- (h) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange by the Parties of copies of this Agreement and executed signature pages hereto by facsimile or other electronic transmission shall constitute effective execution and delivery of the Agreement and may be used in lieu of the original thereof for all purposes. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

STATLAND MEDICAL GROUP, LLC

Ву:	
Name:	
Title:	
KANSAS C	ITY INTERNAL MEDICINE, P.A.
	·

EXHIBIT A

CERTAIN DEFINITIONS

Except as otherwise provided in the Agreement, the capitalized terms set forth below (whether singular or plural) have the following meanings:

"Action" mean any litigation, claim, action, cause of action, suit, grievance, arbitration, mediation, investigation, hearing, charge, complaint, demand or other proceeding.

"Affiliate" means (i) a person or entity controlling, controlled by or under common control with, another person; and (ii) any person or entity capable of being controlled by another person, with "control" having the meaning provided by Rule 405 of the Securities Act of 1933, as amended, as in effect on the date of this Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department board, commission or instrumentality of the United States, any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

"Law" means any federal, state, municipal, local or foreign statute, regulation, rule, code, ordinance, decree, ruling, judgment, policy, guideline, licensing requirement, treaty, common law or other law applicable to any Person or its, his or her assets, operations or business, including those promulgated, interpreted or enforced by any Governmental Authority.

"Liens, Claims and Encumbrances" means any lien, mortgage, security interest, pledge, conditional sale agreement, covenant, default of title, easement, encroachment, encumbrance, hypothecation, infringement, reservation, restriction, right of way, title retention or other security arrangement, or any adverse right or interest, charge, or claim of any nature whatsoever of, on, or with respect to any right, title or interest in or to any right, asset or property.

"Losses" means any and all demands, claims, actions or causes of action, judgments, settlements, assessments, penalties. interest, fines, charges, losses, damages, diminution in value, liabilities, obligations, taxes, costs and expenses (including reasonable attorneys' fees and other fees, costs and expenses and disbursements for investigation, assertion, arbitration or defense thereof).

"Order" means any ruling, award, decision, injunction, judgment, order or decree entered, issued or made by any Governmental Authority.

"Person" means any individual, partnership, corporation, association, limited liability company, joint stock company, trust, joint venture, unincorporated organization, company, business, firm or enterprise or Governmental Authority.

EXHIBIT B

SUITE 100 ASSETS

EXHIBIT B-1

PHONE NUMBERS

Main Number - (816) 943-0706

- (816) 943-4278
- (816) 943-4279
- (816) 943-4329
- (816) 943-4325
- (816) 943-4288
- (816) 943-4277
- (816) 943-4318
- (816) 943-4299
- (816) 943-4327
- (816) 943-4322

Main Fax # (913) 451-1754

EXHIBIT C

SUITE 300 ASSETS

EXHIBIT D

WIRE INSTRUCTIONS

Evans & Mullinix Trust Account, P.A. 7225 Renner Road, Suite 200 Shawnee, KS 66217

Bank Name:

BMO Harris Bank

Routing Number of BMO Harris

Name of Account

Evans & Mullinix, P.A.

Account Number (Trust Account)

Reference:

Kansas City Internal Medicine

SCHEDULE 5(E)

Litigation and Claims

- 1. Bankruptcy to be filed in the United States Bankruptcy Court, District of Kansas.
- 2. McKesson Corporation v Kansas City Internal Medicine, pending in Jackson County, MO Case Number 1716-CV19886.
- 3. Quentin Buschschulte v. Mark Box et al, pending in Jackson County, MO, Case Number 1616-CV08612.
- 4. Kansas City Internal Medicine, P.A. v. Srilatha Konduri Gannavaram, M.D., et al., pending in Johnson County, Kansas, Case Number: 15CV07895.
- 5. Claims of Signature Medical Group, Inc. against various former and current physicians of Kansas City Internal Medicine for overpayment.

Exhibit B Sale Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is dated as of November 1, 2017, by and among Statland Medical Group, LLC, a Kansas limited liability company ("Buyer") and Kansas City Internal Medicine, P.A., a Kansas professional association ("Seller", and collectively with Buyer, the "Parties" and each a "Party"). Certain capitalized terms used in this Agreement without definition shall have the meaning ascribed to them in Exhibit A hereto (which is incorporated herein by reference).

RECITALS:

WHEREAS, Seller, the shareholders of Seller (the "Owners") and certain non-shareholder physicians affiliated with Seller (together with the Owners, the "KCIM Physicians") entered into that certain Division Withdrawal Agreement with Signature Medical Group, Inc. ("Signature") and Signature Medical Group of KC, P.A., dated September 30, 2017, whereby, among other things, effective October 31, 2017, the employment agreements between each of the KCIM Physicians and Signature were terminated;

WHEREAS, Buyer has entered into employment agreements with certain KCIM Physicians, specifically, David A. Wilt, M.D., Theodore M. Whitaker, D.O., Amir R. Hemaya, M.D., Adam Maghrabi, M.D. and Pandurang P. Chillah, M.D., each effective as of November 1, 2017;

WHEREAS, Buyer will operate an internal medicine clinic at 12140 Nall Avenue, Suite 100, Overland Park, Kansas 66209 (the "Menorah Medical Center Location");

WHEREAS, Buyer, Seller and Owners are parties to that certain Operations Agreement and Furniture and Equipment Lease Agreement, dated November 1, 2017 (the "Operations Agreement") pursuant to which Buyer leases the Purchased Assets (as defined herein), which are located at the Menorah Medical Center Location; and

WHEREAS, subject to the approval of this Asset Purchase Agreement by the Bankruptcy Court (as such term is defined in the Operations Agreement) pursuant to the Sale Order (as hereinafter defined), Buyer desires to acquire the Purchased Assets from Seller, and Seller desires to sell the Purchased Assets to Buyer, all as more fully set forth below.

- NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:
- 1. Purchase and Sale of Purchased Assets. In reliance upon the representations and warranties, and upon the terms and subject to the conditions set forth herein, Seller agrees to sell, transfer, convey, assign and deliver to Buyer, and Buyer agrees to purchase, at the Closing, all of the assets of Seller, set forth on Exhibit B (the "Suite 100 Assets"), Exhibit B-1, and Exhibit C (the "Suite 300 Assets") attached hereto, including all warranties related thereto, free and clear of all Liens, Claims and Encumbrances (collectively, the "Purchased Assets").
- Assets, and the other covenants and agreements set forth herein, shall be \$139,036.47 (which is the sum of \$119,520.40 to be paid for the Suite 100 Assets and the phone numbers listed on Exhibit B-1 hereto and \$19,516.07 to be paid for the Suite 300 Assets) less (a) the prorated amount of Lease Payments (as defined in the Operations Agreement) received by Seller as of the Closing Date pursuant to the Operations Agreement, except such Lease Payment relating to November 2017 and (b) the amount equal to the fair market value of any Purchased Assets that are not in good condition and working order for the normal operation of the business as of the Closing Date or determined not to be titled in the name of

Seller as of the Closing Date (the "<u>Purchase Price</u>"). Notwithstanding the foregoing, the Purchase Price shall be fair market value, and to the extent the Purchase Price does not reflect fair market value as of the Closing Date, the Purchase Price shall be adjusted accordingly to the results of an updated appraisal of the Purchased Assets. Buyer shall pay to Seller the Purchase Price on the Closing Date in immediately available funds by wire transfer in accordance with the instructions set forth on <u>Exhibit D</u>.

3. <u>Liabilities</u>. The Parties acknowledge and agree that Buyer shall not assume any liabilities of Seller by virtue of this transaction and all liabilities of Seller shall remain the sole responsibility of Seller.

4. <u>Closing</u>.

(a) <u>Closing and Effective Time</u>. The closing of the transactions contemplated hereby (the "<u>Closing</u>") will take place remotely by electronic mail, facsimile and/or other electronic exchange of documents, among and between the Parties and their respective counsel, no later than fourteen (14) days following the entry of the Sale Order (as hereinafter defined) (the "<u>Closing Date</u>"). The effective time and date of the transactions shall be 12:00:01 a.m. Central Time on the calendar date immediately following the Closing Date (the "<u>Effective Time</u>"). As of the Effective Time the Operations Agreement shall terminate automatically pursuant to Section 4 thereto.

(b) Closing Deliverables.

- (i) <u>Deliveries by Seller</u>. At the Closing, Seller shall deliver the following documents to Buyer (collectively, the "<u>Seller Closing Deliverables</u>"):
- (A) <u>Bill of Sale</u>. A bill of sale, duly executed by an authorized officer of Seller;
- (B) <u>Good Standing</u>. A certificate of good standing or equivalent certificate from the State of Kansas showing Seller is in existence and in good standing, dated not more than ten (10) days prior to the Closing Date;
- (C) <u>Bankruptcy Court Non-Appealable Order</u>. Seller shall have delivered to Buyer the Sale Order (as hereinafter defined), and such Sale Order shall not be stayed; and
- (D) <u>Other Documents</u>. Such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement as reasonably requested by Buyer.
- (c) <u>Prorations</u>. The Parties shall prorate as of the Effective Time the responsibility for payment of property or ad valorem taxes on any of the Purchased Assets.
- (d) Further Acts and Assurances. Seller shall, upon request of Buyer from time to time upon and following the Closing, take any and all steps necessary to place Buyer in possession and operating control of the Purchased Assets, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for transferring and confirming to Buyer or its successors or assigns, as applicable, or for reducing to possession, any or all of the Purchased Assets. Seller also shall cooperate with Buyer and its representatives after the Closing in furnishing information, evidence, testimony and other assistance in connection with any Action, proceeding, investigation or dispute of any nature relating to the operations of Seller or the Purchased Assets prior to the Closing. From and after the date of this Agreement, upon the reasonable request of any Party, the other Parties shall furnish such further information, execute and deliver such schedules, instruments, documents or other writings and take such actions as may be reasonably necessary or desirable to confirm and carry out and

to fully effectuate the intent and purposes of this Agreement.

- 5. <u>Representations and Warranties of Seller</u>. As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby represents and warrants to Buyer as follows:
- (a) <u>Organization</u>. Seller is a professional association, duly organized, validly existing and in good standing under the laws of the State of Kansas.
- (b) <u>Authority and Validity</u>. Seller has full power, authority and legal capacity to execute, deliver and perform its obligations under this Agreement and the documents to be executed and delivered by such Party. Subject to obtaining the Sale Order this Agreement and the other documents to be executed and delivered by Seller in connection herewith have been duly authorized, executed and delivered by Seller and do not require any further authorization or consent, and are the legal, valid and binding obligations of Seller, enforceable against it in accordance with their respective terms.
- (c) <u>Noncontravention</u>. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will, immediately or with the passage of time: violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any of the Seller or the Purchased Assets is subject; or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of the Purchased Assets is subject.

(d) Purchased Assets.

- (i) Seller has sole and exclusive, good and marketable title to the Purchased Assets, free and clear of all Liens, Claims and Encumbrances. All of the Purchased Assets, whether owned or leased, are in the possession and control of Seller.
- (ii) All the Purchased Assets are in good repair and operating condition, reasonable wear and tear excepted.
- (iii) Seller owns and has the unrestricted right to use the name and to use the service mark "Kansas City Internal Medicine", and such name and mark do not infringe upon any third party rights with respect to such name.
- (iv) Seller shall not take custody to any medical records concerning patients of the KCIM Physicians.
- (e) <u>Litigation and Claims</u>. Except as set forth on Schedule 5(e) hereto, there is and has been no Action pending or threatened against Seller or any Affiliate, shareholder, director, officer, employee or independent contractor of Seller in their capacities as such or relating to Seller, at law or in equity before any court, arbitration tribunal or Governmental Authority, and there is no reasonable basis therefor. There are no judgments against or Orders binding on Seller or on any Affiliate, shareholder, director, officer, employee or independent contractor of Seller in their capacity as such or relating to Seller.
- (f) <u>Consents</u>. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Seller of the transactions contemplated by this Agreement.

- (g) No Broker. Seller has not entered into nor is bound by any contract, arrangement or understanding with any person, in connection with this transaction, which may result in the obligation of Seller or other person to pay any finder's fees, brokerage fees, agent commissions or similar fees, commissions or payments in connection with this Agreement and the transactions contemplated hereby, and there is no other claim therefor.
- (h) <u>Disclosure</u>. Seller has not withheld from Buyer any material facts or information relating to Seller or the Purchased Assets. No representation or warranty made by Seller in this Agreement or in any statement, certificate or instrument to be furnished to Buyer pursuant to this Agreement or other documents delivered in connection herewith contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make these statements contained herein and therein not misleading.
- 6. Representations and Warranties of Buyer. As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to Seller as follows:
- (a) <u>Organization</u>. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Kansas.
- **(b)** <u>Authority and Validity</u>. Buyer has full power, authority and legal capacity to execute, deliver and perform its obligations under this Agreement and the documents to be executed and delivered by such Party. This Agreement and the other documents to be executed and delivered by Buyer in connection herewith have been duly authorized, executed and delivered by Buyer and do not require any further authorization or consent, and are the legal, valid and binding obligations of Buyer, enforceable against it in accordance with their respective terms.
- (c) <u>Noncontravention</u>. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will, immediately or with the passage of time: (A) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject; or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound.
- (d) <u>Consents</u>. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Buyer of the transactions contemplated by this Agreement.
- (e) <u>No Broker</u>. Buyer has not entered into nor is bound by any contract, arrangement or understanding with any person, in connection with this transaction, which may result in the obligation of Buyer or other person to pay any finder's fees, brokerage fees, agent commissions or similar fees, commissions or payments in connection with this Agreement and the transactions contemplated hereby, and there is no other claim therefor.
- 7. <u>Conditions Precedent to Obligations of Buyer</u>. The obligations of Buyer to consummate the transactions contemplated pursuant to this Agreement and to perform its obligations in connection with the Closing are subject to the following:
- (a) The Operations Agreement shall be in full force and effect on and as of the Closing Date.

- **(b)** Each of the representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date.
- (c) The Bankruptcy Court shall have entered, no later than thirty (30) days after the effective date of the Operations Agreement, upon notice to all parties in interest, a final non-appealable order, in a form acceptable to Buyer at the time of its entry, approving the sale of the Purchased Assets to Buyer pursuant to the terms of this Agreement and, at a minimum, providing that the Purchased Assets are sold pursuant to 11 U.S.C. § 363 "free and clear of all Liens, Claims and Encumbrances" asserted against the Purchased Assets and binding any other party in interest claiming any right, claim or interest in the Purchased Assets (the "Sale Order").

8. <u>Miscellaneous</u>.

- (a) Expenses. Except as otherwise provided herein, each of the Parties shall bear and pay all costs and expenses incurred by it (or on such Party's behalf) in connection with the negotiation, preparation, execution and performance of this Agreement and the other agreements and documents contemplated herein and the consummation of the transactions contemplated herein and therein. All sales taxes associated with the sale of the Purchased Assets shall be borne by Seller.
- (30) days after the Closing Date, Seller shall amend its organizational documents and make any and all required filings with any applicable governmental authorities to change its name to a name that is not similar to, or confusing with "Kansas City Internal Medicine" so as to permit Buyer to use the name "Kansas City Internal Medicine". Seller shall also make any necessary filings with any applicable governmental authorities to allow Buyer to use and/or register "Kansas City Internal Medicine" as an assumed name. Seller shall provide Buyer evidence of the foregoing name changes and filings as soon as practicable after such changes and filings have been made. Seller shall take such other actions and execute such other documents as may be necessary for Buyer to make appropriate assumed name filings in order to evidence and protect Buyer's right to use the name "Kansas City Internal Medicine".
- (c) <u>Amendments and Waivers</u>. No amendment or waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver by any Party of any breach or violation of, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation, default of, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any Party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.
- (d) <u>Succession and Assignment; No Third-Party Beneficiaries</u>. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and each of which such successors and permitted assigns will be deemed to be a Party hereto for all purposes hereof. No Party may assign, delegate or otherwise transfer either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written consent of the other Parties; provided, however, that Buyer may assign any or all of its rights and interests or obligations hereunder to one or more of its Affiliates, or any acquiror of all or substantially all of its assets or any successor entity resulting from a merger or consolidation of or with Buyer; or assign its rights and benefits hereunder to any lender for security purposes or as collateral. This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assignees and nothing herein expressed or implied will give or be construed to give any Person, other than the Parties hereto and such successors and assignees, any legal or equitable rights hereunder.

- (e) <u>Entire Agreement</u>. This Agreement and the Exhibits, Schedules, certificates and other documents delivered pursuant hereto or incorporated herein by reference, contain and constitute the entire agreement among the Parties and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, among the Parties relating to the transactions contemplated by this Agreement.
- **Severability.** Any term or provision hereof that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Law, be invalid or unenforceable in any respect, each Party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Law and to otherwise give effect to the intent of the Parties.
- (g) Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction). 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.
- (h) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange by the Parties of copies of this Agreement and executed signature pages hereto by facsimile or other electronic transmission shall constitute effective execution and delivery of the Agreement and may be used in lieu of the original thereof for all purposes. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

STATLAND MEDICAL GROUP, LLC

Name: Mel Lagarde

Title: Senior Vice President

KANSAS CITY INTERNAL MEDICINE, P.A.

By:___ Name:

Title:

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

CERTAIN DEFINITIONS

Except as otherwise provided in the Agreement, the capitalized terms set forth below (whether singular or plural) have the following meanings:

"Action" mean any litigation, claim, action, cause of action, suit, grievance, arbitration, mediation, investigation, hearing, charge, complaint, demand or other proceeding.

"Affiliate" means (i) a person or entity controlling, controlled by or under common control with, another person; and (ii) any person or entity capable of being controlled by another person, with "control" having the meaning provided by Rule 405 of the Securities Act of 1933, as amended, as in effect on the date of this Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department board, commission or instrumentality of the United States, any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

"Law" means any federal, state, municipal, local or foreign statute, regulation, rule, code, ordinance, decree, ruling, judgment, policy, guideline, licensing requirement, treaty, common law or other law applicable to any Person or its, his or her assets, operations or business, including those promulgated, interpreted or enforced by any Governmental Authority.

"Liens, Claims and Encumbrances" means any lien, mortgage, security interest, pledge, conditional sale agreement, covenant, default of title, easement, encroachment, encumbrance, hypothecation, infringement, reservation, restriction, right of way, title retention or other security arrangement, or any adverse right or interest, charge, or claim of any nature whatsoever of, on, or with respect to any right, title or interest in or to any right, asset or property.

"Losses" means any and all demands, claims, actions or causes of action, judgments, settlements, assessments, penalties, interest, fines, charges, losses, damages, diminution in value, liabilities, obligations, taxes, costs and expenses (including reasonable attorneys' fees and other fees, costs and expenses and disbursements for investigation, assertion, arbitration or defense thereof).

"Order" means any ruling, award, decision, injunction, judgment, order or decree entered, issued or made by any Governmental Authority.

"Person" means any individual, partnership, corporation, association, limited liability company, joint stock company, trust, joint venture, unincorporated organization, company, business, firm or enterprise or Governmental Authority.

EXHIBIT B

SUITE 100 ASSETS

Address: 12140 Nall Avenue, Overland Park, Kansas 66209

Ref#	Location	Asset Description	Qty	FMV	Location
3	Lobby	Couch, vinyl, 3 person, large	1	\$488.80	1st Floor
4	Lobby	End Table, vinyl, 20" diameter	6	\$507.60	1st Floor
5	Lobby	Guest Chair, vinyl seat, fabric back, metal base, post legs	18	\$1,692.00	1st Floor
6	Lobby	W/C, mid	2	\$1.92	1st Floor
9	Rec	Task Chair, fabric seat and back	1	\$51.70	1st Floor
10	Rec	Task Chair, fabric seat, webbed back	1	\$84.60	1st Floor
11	Rec	PC Tower	1	\$62.40	1st Floor
12	Rec	19" Flat Panel Monitor	2	\$19.20	1st Floor
14	Rec	HP LaserJet 4250N	1	\$142.50	1st Floor
25	Call Center	Work Desk, small	2	\$38.00	1st Floor
26	Call Center	Cisco Handset	2	\$38.00	1st Floor
64	PA Office	Task Chair, fabric seat and back	1	\$33.25	1st Floor
126	Triage	Health O Meter Professional Adult Step On Digital Scale, with Stadiometer	1 .	\$141.00	1st Floor
221	Nurse St	Task Chair	3	\$253.80	1st Floor
227	Nurse St	HP LaserJet 4250 TN	1	\$282.00	1st Floor
237	Lab	Afinion Analyzer AS100	1	\$4,512.00	1st Floor
241	Lab	Refrigerator, Frigidaire, large	1	\$166.25	1st Floor
329	Office	L-Shape Desk, Managers, laminate, 72x24, Reach 48x24, with full hutch	1	\$507.60	1st Floor
330	Office	Laptop, Dell Latitude E5540	1	\$202.10	1st Floor
331	Office	PC Tower	1	\$62.40	1st Floor
332	Office	19" Flat Panel Monitor	1	\$9.60	1st Floor
333	Office	Cisco Handset	1	\$19.00	1st Floo
334	Office	W/C, mid	1	\$0.96	1st Floor
335	Office	• •	1	\$70.50	1st Floor
336	Office	Task Chair, fabric seat and back, with arms	2	\$253.80	1st Floor
337	Office	Lobby Chair	1 ·	\$33.25	1st Floor
338	Office	Bookcase, mid, 30x12x72	1	\$94.00	1st Floo
339		Vertical File Cabinet, 2 drawer	1		1st Floor
	Office	Storage Unit, Corner, 3 shelves		\$108.10	
344	WI Lobby	Side Chair	15	\$427.50	1st Floor
345	WI Lobby	End Table, Glass Covered, Laminate, 24"	3	\$296.10	1st Floor
346	WI Lobby	Bariatric Chair, vinyl seat	2	\$977.60	1st Floor
349	Walk In Off	Laptop, Dell Latitude E5530	1	\$33.60	1st Floo
350	Walk In Off	19" Flat Panel Monitor	1	\$9,60	1st Floo
351	Walk In Off	Task Chair, fabric seat, mesh back	1	\$84.60	1st Floo
352	Walk In Off	Cisco Handset	1	\$19.00	1st Floo
353	Walk In Off	Plantronics Headset, wired	1	\$47.00	1st Floo
354	Walk In Off	Wall Pocket, 3 section, Plexiglas	2	\$18.80	1st Floo
355	Walk In Off	Side Chair	2	\$57.00	1st Floo
356	Walk In Off	Vertical File Cabinet, 2 drawer	1	\$94.00	1st Floo
357	Walk In Off	Bookcase, mid	1	\$33.25	1st Floo
358	Walk In Off	W/C, mld	1	\$0.96	1st Floo
361	WI Rec	Task Chair	3	\$43.20	1st Floo
362	WI Rec	HP 4350N	1	\$33.60	1st Floo
363	WI Rec	Fujitsu Scanner, fi6130	1	\$338.40	1st Floo
364	WI Rec	Cisco Handset	2	\$38.00	1st Floo
365	WI Rec	Zebra LP 2844 Printer	1	\$75.20	1st Floo
366	WI Rec	PC Tower	2	\$124.80	1st Floo
367	WI Rec	19" Flat Panel Monitor	2	\$19.20	1st Floo
368	WI Rec	Surge Protector	1	\$9.40	1st Floo
369	WI Rec	Credit Card Terminal, VeriFone VX570	1	\$84.60	1st Floo
370	WI Rec	Credit Card Terminal, First Data 130	1	\$126.90	1st Floo
371	WI Rec	W/C, small	1	\$0.96	1st Floo
372	WI Rec	W/C, mid	1	\$0.96	1st Floo
373	WI Rec	Refrigerator, Haier	1	\$65.80	1st Floo
375	WI Rec	Exercise Ball, 36"	1	\$9.40	1st Floo
379	WI Triage		1.	\$14.40	- 1st Floo
380	WI Triage	Physician's Stool, 4 wheels	1	\$19.20	
UUU	vvi iliayo	Health O Meter Adult Beam Scale	ı	ψ10.20	1st Floo

Ref#	Location	Asset Description	Qty	FMV	Location
382	WI Triage	W/C, tall	1	\$0,96	1st Floor
385	WI Nurse	Task Chair, fabric seat, mesh back	1	\$14.40	1st Floor
38 6	WI Nurse	Task Chair, fabric seat and back	1	\$4.80	1st Floor
387	WI Nurse	W/C, mid	1	\$0.96	1st Floor
388	WI Nurse	Welch Allyn Suretemp Plus Digital Thermometer	1	\$159.80	1st Floor
389	WI Nurse	Cisco Handset	1	\$19.00	1st Floor
390	WI Nurse	PC Tower	1	\$62.40	1st Floor
391	WI Nurse	20" Flat Panel Monitor	1	\$9.60	1st Floor
394	Ex 26	Exam Table, Midmark 404	1	\$517.00	1st Floor
395	Ex 26	Welch Allyn Wall Transformer, old style	1	\$48.00	1st Floor
396 397	Ex 26 Ex 26	Welch Allyn Specula Dispenser	1	\$4.80	1st Floor
398	Ex 26	Blood Pressure Monitor, Mercurial	2	\$0.00 £47.50	1st Floor
399	Ex 26	Handheld Sphygmomanometer	2	\$47.50 \$19.00	1st Floor
400	Ex 26	Paper Towel Dispensers, Georgia Pacific, Sofpull	1	\$28.20	1st Floor
401	Ex 26	Hand Soap Dispenser, enMotion Sharps Collector	1	\$0.96	1st Floor 1st Floor
402	Ex 26	Glove Box Dispenser	1	\$4.75	1st Floor
403	Ex 26	W/C, Blohazard, 12x12x16, step on, flip top	1	\$9.60	1st Floor
404	Ex 26	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
407	Ex 26	Side Chair	2	\$38.40	1st Floor
408	Ex 26	W/C	. 1	\$0.96	1st Floor
411	Ex 25	Exam Table, Manual	1	\$110,40	1st Floor
412	Ex 25	Welch Allyn Wall Transformer, old style	1	\$48.00	1st Floor
413	Ex 25	Welch Allyn Specula Dispenser	1	\$4.80	1st Floor
414	Ex 25	Blood Pressure Monitor, Mercurial	1	\$0.00	1st Floor
415	Ex 25	Handheld Sphygmomanometer	2	\$47.50	1st Floor
416	Ex 25	Paper Towel Dispensers, Georgia Pacific, Sofpull	1	\$19.00	1st Floor
417	Ex 25	Hand Soap Dispenser, enMotion	1	\$28.20	1st Floor
418	Ex 25	Sharps Collector	1	\$0.96	1st Floor
419	Ex 25	Glove Box Dispenser	1 .	\$4.75	1st Floor
420	Ex 25	W/C, Biohazard, 12x12x16, step on, flip top	1	\$9.60	1st Floor
421	Ex 25	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
424	Ex 25	Side Chair	2	\$38.40	1st Floor
425	Ex 25	W/C	1	\$0.96	1st Floor
428	Ex 24	Exam Table, Ritter 104	1	\$247.00	1st Floor
429	Ex 24	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	
		otoscope/ophth			1st Floor
430	Ex 24	Welch Allyn Specufa Dispenser	1	\$9.50	1st Floor
431	Ex 24	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
432	Ex 24	Handheld Sphygmomanometer	1	\$23.75	1st Floor
433	Ex 24	Paper Towel Dispensers, Georgia Pacific, Sofpull	1	\$19.00	1st Floor
434	Ex 24	Hand Soap Dispenser, enMotion	1	\$28.20 \$0.96	1st Floor
435	Ex 24	Sharps Collector	1	\$4.75	1st Floor
436 437	Ex 24 Ex 24	Glove Box Dispenser	1 1	\$9.60	1st Floor
437 438	Ex 24	W/C, Biohazard, 12x12x16, step on, flip top Exam Light, Incandescent, Gooseneck	1	\$9.60	1st Floor 1st Floor
441	Ex 24	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
442	Ex 24	Side Chair	2	\$95.00	1st Floor
443	Ex 24	W/C, mid	1	\$0.00	1st Floor
447	Phleb	Phlebotomy Chair, no drawer	3	\$789.60	1st Floor
448	Phleb	Glove Box Dispenser	5	\$23.75	1st Floor
451	Lab	HP LaserJet P4015M	1	\$225.60	1st Floor
452	Lab	Mini Desktop	1	\$48.00	1st Floor
457	Lab	Cisco Handset	1	\$19.00	1st Floor
458	Lab	Task Chair, fabric seat and back	1	\$28.50	1st Floor
459	Lab	Task Chair, fabric seat, mesh back	1	\$14.40	1st Floor
460	Lab	Task Chair, fabric seat and back	1	\$9.60	1st Floor
461	Lab	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
462	Lab	Step Stool, 9", with handle	1	\$9.60	1st Floor
463	Lab	W/C, Rubbermaid, 10x20x30	2	\$9.60	1st Floor
464	Lab	Paper Towel Dispenser, Georgia Pacific Sofpull	2	\$38.00	1st Floor
465	Lab	Hand Soap Dispenser, Georgia Pacifi	2	\$19.00	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
466 467	Lab	Thermoscientific Sorvall St 16R Centrifuge	1	\$4,949.10	1st Floor
467 468	Lab Lab	W/C, tall	1	\$0.96	1st Floor
469	Lab	Vertical File Cabinet, 2 drawer	1 1	\$94.00 \$225.60	1st Floor
472	RR	Refrigerator, Large, Freezer on Top, GE, for Meds	2	\$225.60 \$38.00	1st Floor
473	RR	Paper Towel Dispenser, Georgia Pacific Sofpull	2	\$9.60	1st Floor
474	RR	Supply Cart, Plastic, 3 Drawers, Sterilite W/C, Tall	3	\$2.88	1st Floor 1st Floor
477	Nurse	Labstool, fabric seat and back	1	\$14.40	1st Floor
478	Nurse	W/C, tall	1	\$0.96	1st Floor
479	Nurse	Vertical File Cabinet, 2 drawer	1	\$9.60	1st Floor
480	Nurse	Cisco Handset	2	\$38.00	1st Floor
481	Nurse	PC Desktop	1	\$62.40	1st Floor
482	Nurse	19" Flat Panel Monitor	1	\$9.60	1st Floor
483	Nurse	Xray Viewer, 2 panel, Perfect View, Recessed	1	\$19.20	1st Floor
484	Nurse	Physician's Stool, Crossed Back	1	\$38.00	1st Floor
485	Nurse	Laptop, Dell Latitude	1	\$14.40	1st Floor
490	Xray	Physician's Stool, Crossed Back	1	\$38.00	1st Floor
491	Xray	Physician's Stool, 4 wheels	2	\$28.80	1st Floor
492	Xray	Wheelchair, folding	1	\$19.20	1st Floor
493	Xray	IQ Mark Digital Workstation EKG	1	\$931.00	1st Floor
494	Xray	Treatment Cart, 5 drawer	. 1	\$175.75	1st Floor
495	Xray	Ultrasound, Philips CS50	1	\$13,238.25	1st Floor
496	Xray	Oxygen Tank, with Cart and Regulator	1	\$57.00	1st Floor
497	Хгау	Oxygen Tank, with Cart	1	\$57.00	1st Floor
498	Xray	Task Chair, fabric seat, mesh back	1	\$38.00	1st Floor
499	Xray	End Table, 24"	1	\$98.70	1st Floor
502	Ultra	Ultrasound Table	1	\$1,809.60	1st Floor
503 504	Ultra	Laundry Hamper, thin	1	\$4.80 \$412.60	1st Floor
505	Ultra Ultra	Treatment Cart, Husky, 5 Drawer	1 1	\$413.60 \$253.80	1st Floor
505 506	Ultra	Supply Cabinet, 36x18x72, Global, Metal	1	\$233.80 \$57.00	1st Floor
507	Ultra	Side Chair	1	\$4.80	1st Floor
508	Ultra	W/C, Rubbermaid, 10x20x30 Physician's Stool, Crossed Back	1	\$38.00	1st Floor 1st Floor
509	Ultra	Vertical File Cabinet, 2 drawer	1.	\$94.00	1st Floor
510	Ultra	Computer Cart, laminate	1	\$4.80	1st Floor
. 511	Ultra	Laptop, Dell Latitude E5530	1	\$33.60	1st Floor
512	Ultra	Cisco Handset	1	\$19.00	1st Floor
514	Ultra	Gel Warmer, one slot	٠ 1	\$9.60	1st Floor
515	Ultra	Glove Box Dispenser	1	\$1.92	1st Floor
516	Ultra	Bulletin Board, 24x15	1	\$4.75	1st Floor
521	Ultra Cont	PC Tower	1	\$62.40	1st Floor
522	Ultra Cont	20" Flat Panel Monitor	1	\$9.60	1st Floor
523	Ultra Cont	Task Chair, fabric seat, mesh back	1	\$23.75	1st Floor
524	Ultra Cont	Task Chair, fabric seat and back, orphan	1	\$9.60	1st Floor
525	Ultra Cont	Surge Protector	1	\$1.92	1st Floor
526	Ultra Cont	W/C, mid	1	\$0.96	1st Floor
527	Ultra Cont	Xray Vlewer, 8 Panel, Perfect View, Recessed	. 1	\$139.20	1st Floor
528	Ultra Cont	Xray Wall Pocket, Large, Piexiglas	2	\$19.20	1st Floor
531	Ultra Wait	Side Chair	6	\$342.00	1st Floor
532	Ultra Wait	End Table, 30", Glass Covered	1	\$98.70	1st Floor
533	Ultra Wait	W/C, mid	1	\$0.96	1st Floor
699	Break	Task Chair, fabric seat, mesh back, with arms	3	\$47.50	1st Floor
700 701	Break	Break Room Table, Laminate, 36x36	1	\$338.40	1st Floor
701 702	Break Break	Walt Clock, 10" Table Folding Laminate 20v72	1	\$9.40 \$37.60	1st Floor 1st Floor
702 703	Break Break	Table, Folding, Laminate, 30x72	11	\$37.60 \$1,189.10	1st Floor
703 704	Break	Side Chair, fabric seat and back, with arms, metal, sled style	1	\$1,105.10 \$14.25	1st Floor
704	Break	Bulletin Board, 24x36 W/C, tall	1	\$0.96	1st Floor
706	Break	W/C, 10 Gallon	2	\$19.20	1st Floor
707	Break	Whiteboard, 24x36	. 1	\$18.80	1st Floor
708	Break	Microwave, GE	1	\$145.70	1st Floor
709	Break	Coffee Maker, Mister Coffee, Single Pot	1	\$18.80	1st Floor
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Ref#	Location	Asset Description	Qty	FMV	Location
710	Break	Microwave, GE	1	\$24.00	1st Floor
711	Break	Hand Soap Dispenser	1	\$4.75	1st Floor
712	Break	Paper Towel Dispenser	1 .	\$19.00	1st Floor
713	Break	Refrigerator/Freezer, Side by Side, Frigidaire, ice/water maker	1	\$531.10	1st Floor
714	Break	Coffee Maker, Keurig	1	\$65.80	1st Floor
715	Break	Toaster Oven, 2 slot, Traditions	1	\$4.75	1st Floor
716	Break	Break Room Table, Laminate, 30x60	1	\$38.00	1st Floor
719	Conf	Conference Table, triple pedestal, laminate, 5'x20'	1	\$2,030.40	1st Floor
720	Conf	White Board, 4'x5'	1	\$42.30	1st Floor
721	Conf	Task Chair, fabric seat, mesh back, with arms	7	\$658.00	1st Floor
722	Conf	Task Chair, vinyl seat and back, with arms	3	\$423,00	1st Floor
723	Conf	Task Chair, fabric seat and back, no arms	5	\$329.00	1st Floor
724	Conf	Guest Chair, fabric seat and back, with arms, wood base, post legs	2	\$122.20	1st Floor
725	Conf	Guest Chair, vinyl seat and back, with arms, metal base, post legs	4	\$376.00	1st Floor
726	Conf	20" Flat Panel Monitor, Dell	4	\$38.40	1st Floor
727	Conf	NEC Handset	3	\$114.00	1st Floor
728	Conf	PC Tower, Dell OptiPlex 960	1	\$14.40	1st Floor
729	Conf	PC Tower, Dell OptiPlex 390	1	\$19.20	1st Floor
730	Conf	Plantronics Headset	3	\$126.90	1st Floor
731	Conf	Refrigerator, under counter, Danby	1	\$70.50	1st Floor
732	Conf	Step Stool, 2 step	1	\$37.60	1st Floor
733	Conf	Bookcase, 3 shelves, laminate, 12x36x48		\$0.00	1st Floor
736	Rec	Cisco Handset	1	\$19.00	1st Floor
737	Rec	Plantronics Headset	1	\$42.30	1st Floor
738	Rec	PC Tower, Dell OptiPlex 390	1	\$19.20	1st Floor
739	Rec	20" Flat Panel Monitor	2	\$19.20	1st Floor
740	Rec	Task chair, fabric seat, mesh back, no arms	1	\$89.30	1st Floor
741	Rec	Side Table, 20", laminate	1	\$108.10	1st Floor
742	Rec	Guest Chair, fabric seat and back, with arms, wood base, post legs	4	\$244.40	1st Floor
743	Rec	Manager's Desk, double pedestal, wood, 40x78x30	1	\$446.50	1st Floor
748	Store	- · · · · · · · · · · · · · · · · · · ·	3	\$28.80	1st Floor
749	Store	W/C, Detecto, step on, flip top Chair, folding, metal	3	\$14.40	1st Floor
750	Store	The state of the s	1	\$0.96	1st Floor
751	Store	W/C, tall	1	\$14.40	1st Floor
752	Store	Vacuum, Easyvac, Bissell Adult Step On Analog Scale, with Stadiometer	1	\$19.20	1st Floor
753	Store		1	\$9.60	1st Floor
754	Store	Hand Dolly	1	\$14.40	1st Floor
755	Store	Utility Cart, plastic, 2 shelf	1	\$14.40	1st Floor
756	Store	Utility Cart, plastic, 3 shelf Shelf, metal/particle Board, 18x48x73	.' 3	\$28.80	1st Floor
760	Whitaker		1.	\$19.20	1st Floor
761	Whitaker	Task Chair, fabric seat, no arms	1	\$19.00	1st Floor
763	Whitaker	Cisco Handset	1	\$0.96	1st Floor
766	NP	W/C, small	2	\$38.00	1st Floor
767	NP	Cisco Handset	2	\$19.20	1st Floor
769	NP	Plantronics Headset	1	\$42.75	1st Floor
770	NP	Task Chair, fabric seat, mesh back, no arms	1	\$94.00	1st Floor
771	NP	Task Chair, fabric seat, mesh back, with arms	1	\$112.80	1st Floor
776	Ex 9	Computer Desk, Laminate/mobile, 30x60x30 Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
		otoscope/ophth			
777	Ex 9	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
778	Ex 9	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
779	Ex 9	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
780	Ex 9	Sharps Collector	1	\$0.96	1st Floor
781	Ex 9	Glass Jar	3	\$5.70	1st Floor
782	Ex 9	Paper Towel Dispenser, half	1	\$9.50	1st Floor
783	Ex 9	Hand Soap Dispenser	1	\$4.75	1st Floor
784	Ex 9	Glove Box Dispenser	1	\$4.75	1st Floor
785	Ex 9	Laptop, Asus	1	\$38.40	1st Floor
787	Ex 9	Exam Table, Hamilton E Series	1	\$545.20	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
788	Ex 9	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
789 793	Ex 9	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
793 795	Ex 4 Ex 4	Task Chair, vinyl seat and back, with arms	1 1	\$24.00 \$4.75	1st Floor 1st Floor
795	Ex 4	Wall Clock, 8" Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$4.75 \$361.90	1st Floor 1st Floor
, 55	LA T	otoscope/ophth	•	ΨΦ.1.20	1501 1001
797	Ex 4	Welch Allyn Specula Dispenser	1	\$18.80	1st Floor
798	Ex 4	Welch Allyn Sphygmomanometer	1	\$75.20	1st Floor
799	Ex 4	Welch Allyn Suretemp Plus Temperature Gauge	1	\$159.80	1st Floor
800	Ex 4	Sharps Collector	1	\$0.96	1st Floor
801	Ex 4	Paper Towel Dispenser, half	1	\$9.50	1st Floor
802	Ex 4	Hand Soap Dispenser	1	\$4.75	1st Floor
803	Ex 4	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
804	Ex 4	Exam Table, Midmark 404	1	\$620.40	1st Floor
805	Ex 4	Guest Chair, vinyl seat, fabric back, with arms, post legs	2	\$188.00	1st Floor
809	Ex 8	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
810	Ex 8	otoscope/ophth	1	60 EU	1st Floor
811	Ex 8	Welch Allyn Sphyamomanometer	1	\$9,50 \$38.00	1st Floor
812	Ex 8	Welch Allyn Sphygmomanometer Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
813	Ex 8	Sharps Collector	1	\$0.96	1st Floor
814	Ex 8	Glass Jar	3	\$5.70	1st Floor
815	Ex 8	Paper Towel Dispenser, half	1	\$9.50	1st Floor
816	Ex 8	Hand Soap Dispenser	1	\$4.75	1st Floor
817	Ex 8	Glove Box Dispenser	1	\$4.75	1st Floor
818	Ex 8	Laptop, Asus	1	\$38.40	1st Floor
820	Ex 8	Exam Table, Hamilton E Series	1	\$545.20	1st Floor
821	Ex 8	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
822	Ex 8	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
826	Ex 5	Task Chair, vinyl seat and back, with arms	1	\$24.00	1st Floor
828 829	Ex 5 Ex 5	Wall Clock, 8"	1 1	\$4.75 \$361.90	1st Floor 1st Floor
		Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth			•
830	Ex 5	Welch Allyn Specula Dispenser	1	\$18.80	1st Floor
831	Ex 5	Welch Allyn Sphygmomanometer	1	\$75.20	1st Floor
832	Ex 5	Sharps Collector	1	\$0.96	1st Floor
833	Ex 5	Paper Towei Dispenser, half	1	\$9.50 \$4.75	1st Floor 1st Floor
834 835	Ex 5 Ex 5	Hand Soap Dispenser	1 1	\$4.75 \$9.60	1st Floor
836	Ex 5	Exam Light, Floor Style, Gooseneck Exam Table, Midmark 404	1	\$620.40	1st Floor
837	Ex 5	Guest Chair, vinyl seat, fabric back, with arms, post legs	2	\$188.00	1st Floor
840	Stahl	Bookcase, 12x36x72	1	\$33.25	1st Floor
843	Stahl	Side Cabinet, laminate, 20x32x30	1	\$108.10	1st Floor
844	Stahl	Cisco Handset	1	\$19.00	1st Floor
845	Stahl	Phillips Speachmic Pro Voice Recorder	1	\$173.90	1st Floor
846	Stahl	Xray Viewer, 2 panel, Perfect View, Recessed	1 .	\$216.20	1st Floor
847	Stahl	Task Chair, fabric seat, mesh back, with arms	1	\$94.00	1st Floor
848	Stahl	L-Shape Manager's Desk, Laminate, 72x86x30	1	\$507.60	1st Floor
849	Stahl	Guest Chair, fabric seat and back, with arms, wood base, post legs	2	\$66.50	1st Floor
855	Chillal	Task Chair, fabric seat, mesh back, with arms	1	\$94.00	1st Floor
858	Chillal	Cisco Handset	1	\$19.00	1st Floor
859	Chillal	Phillips Speachmic Pro Microphone	1	\$173.90	1st Floor
860	Chillal	L-Shape Manager's Desk, wood, 72x64x30	1	\$507.60	1st Floor
861	Chillal	Credenza, wood, 24x60x30	1	\$277.30	1st Floor
862	Chillal	Shelf, 4 shelves, laminate, 15x30x48	2	\$131.60	1st Floor
867	Baker	Bookshelf, 5 shelf, 12z36x72	2	\$169.20	1st Floor
868	Baker	Task Chair, fabric seat, mesh back, with a arms	1	\$89.30	1st Floor
871	Baker	Cisco Handset	1	\$19.00	1st Floor
872	Baker Ex 10	L-Shape Desk, Managers, laminate, 70x64x30 Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$507.60 \$361.90	1st Floor 1st Floor
878					

Ref#	Location	Asset Description	Qty	FMV	Location
879	Ex 10	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
880	Ex 10	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
881	Ex 10	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
882	Ex 10	Sharps Collector	1	\$0.96	1st Floor
883	Ex 10	Glass Jar	3	\$5.70	1st Floor
884	Ex 10	Paper Towel Dispenser, half	1	\$9.50	1st Floor
885	Ex 10	Hand Soap Dispenser	1	\$4.75	1st Floor
886	Ex 10	Glove Box Dispenser	1	\$4.75	1st Floor
887	Ex 10	Guest Chair, fabric seat and back, metal base, sled style	1	\$9.60	1st Floor
888	Ex 10	W/C, step on, flip top, metal	1	\$9.60	1st Floor
889	Ex 10	Exam Table, Midmark 404	1 2	\$620.40 \$188.00	1st Floor 1st Floor
890	Ex 10	Guest Chair, vinyl seat and back, with arms, post legs	1	\$84.60	1st Floor
891 896	Ex 10	Physician's Stool, 5 wheels	1	\$361.90	1st Floor
090	Ex 11	Welch Allyn Wall Transformer, new style, mid size, with macro	1	φ301.90	15(1100)
897	Ex 11	otoscope/ophth	1	\$9.50	1st Floor
898	Ex 11	Welch Allyn Specula Dispenser Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
899	Ex 11	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
900	Ex 11	Sharps Collector	1	\$0:96	1st Floor
901	Ex 11	Glass Jar	3	\$5.70	1st Floor
902	Ex 11	Paper Towel Dispenser, half	1	\$9.50	1st Floor
903	Ex 11	Hand Soap Dispenser	1	\$4.75	1st Floor
904	Ex 11	Glove Box Dispenser	1	\$4.75	1st Floor
905	Ex 11	Guest Chair, fabric seat and back, metal base, sled style	1	\$9.60	1st Floor
906	Ex 11	W/C, step on, flip top, metal	1	\$9.60	1st Floor
907	Ex 11	Exam Table, Ritter 204	1	\$822.50	1st Floor
908	Ex 11	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
909	Ex 11	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
912	Hall	•	1	\$61.10	1st Floor
		Guest Chair, fabric seat, wood back, with arms, wood base, post leg	S		
913	Hall	Seca Stadiometer, wall mounted	1	\$84.60	1st Floor
914	Hall	Health O Meter Digital Step On Adult Scale, with Stadiometer	1	\$169.20	1st Floor
915	Hall	Whiteboard, 24x36	2	\$37.60	1st Floor
916	Hall	Wall Art, mid	1	\$56.40	1st Floor
917	Hall	Wall Clock, 10"	1	\$9,40	1st Floor
918	Hall	Oxygen Tank, with cart	1	\$131.60	1st Floor
919	Hall	Oxygen Tank, small	3	\$394.80	1st Floor
920	Hall	Cabinet, 4 door, glass doors, 12x36x75	1	\$145.70	1st Floor
926	Ex 14	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
007	P. 44	otoscope/ophth	4 .	\$9.50	1st Floor
927 928	Ex 14	Welch Allyn Specula Dispenser	1 1	\$38.00	1st Floor
	Ex 14	Welch Allyn Sphygmomanometer	1	\$9.60	1st Floor
929 930	Ex 14 Ex 14	Exam Light, Gooseneck, Floor Style	1	\$0.96	1st Floor
930	Ex 14	Sharps Collector	3	\$5.70	1st Floor
932	Ex 14	Glass Jar Paper Towel Dispenser, half	1	\$9.50	1st Floor
933	Ex 14	Hand Soap Dispenser	1	\$4.75	1st Floor
934	Ex 14	Glove Box Dispenser	1	\$4.75	1st Floor
935	Ex 14	Guest Chair, fabric seat and back, metal base, sled style	1	\$9.60	1st Floor
936	Ex 14	W/C, step on, flip top, metal	1	\$9.60	1st Floor
937	Ex 14	Exam Table, Ritter 204	1	\$822.50	1st Floor
938	Ex 14	Task Chair	1	\$14.40	1st Floor
943	Ex 13	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
		otoscope/ophth			
944	Ex 13	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
945	Ex 13	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
946	Ex 13	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
947	Ex 13	Sharps Collector	1	\$0,96	1st Floor
948	Ex 13	Glass Jar	3	\$5.70	1st Floor
949	Ex 13	Paper Towel Dispenser, half	1	\$9.50	1st Floor
950	Ex 13	Hand Soap Dispenser	1	\$4.75	1st Floor
951	Ex 13	Glove Box Dispenser	1	\$4.75	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
952	Ex 13	Guest Chair, fabric seat and back, metal base, sied style	1	\$9.60	1st Floor
953	Ex 13	W/C, step on, flip top, metal	1	\$9.60	1st Floor
954	Ex 13	Exam Table, Ritter 204	1	\$822,50	1st Floor
955	Ex 13	Task Chair	1	\$14.40	1st Floor
960	Ex 7	Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth	1	\$361.90	1st Floor
961	Ex 7	Welch Allyn Specula Dispenser	1	\$9,50	1st Floor
962	Ex 7	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
963	Ex 7	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
964	Ex 7	Sharps Collector	1	\$0,96	1st Floor
965	Ex 7	Glass Jar	3	\$5.70	1st Floor
966	Ex 7	Paper Towel Dispenser, half	1	\$9.50	1st Floor
967	Ex 7	Hand Soap Dispenser	1	\$4.75	1st Floor
968	Ex 7	Glove Box Dispenser	1	\$4.75	1st Floor
969	Ex 7	Guest Chair, fabric seat and back, metal base, sled style	1 -	\$9.60	1st Floor
970	Ex 7	W/C, step on, flip top, metal	1	\$9.60	1st Floor
971	Ex 7	Exam Table, Midmark 404	1	\$620.40	1st Floor
972	Ex 7	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188,00	1st Floor
973	Ex 7	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
978	Ex 6	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361,90	1st Floor
		otoscope/ophth	·	404 ((22	, 611 100,
979	Ex 6	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
980	Ex 6	Welch Allyn Sphygmomanometer	1	\$38,00	1st Floor
981	. Ex 6	Exam Light, Gooseneck, Floor Style	1	\$9.60	1st Floor
982	Ex 6	Sharps Collector	1	\$0.96	1st Floor
983	Ex 6	Glass Jar	3	\$5.70	1st Floor
984	Ex 6	Paper Towel Dispenser, half	1	\$9.50	1st Floor
985	Ex 6		1	\$4.75	1st Floor
986	Ex 6	Hand Soap Dispenser	1		
987	Ex 6	Glove Box Dispenser	1	\$4.75	1st Floor
988	Ex 6	Guest Chair, fabric seat and back, metal base, sled style	•	\$9.60	1st Floor
989	Ex 6	W/C, step on, flip top, metal	• 1	\$9.60	1st Floor
990	Ex 6	Exam Table, Midmark 404	1	\$620.40	1st Floor
991		Guest Chair, vinyl seat and back, with arms, post legs	2	\$188,00	1st Floor
	Ex 6	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
994	Ex 12	Physician's Stool, 4 wheels	2	\$28.80	1st Floor
995	Ex 12	Wheelchair, folding	2	\$38.40	1st Floor
996	Ex 12	Sigma 6000 Volumetric Pump	1	\$216.20	1st Floor
997	Ex 12	Oxygen Tank, small	1	\$24.00	1st Floor
998	Ex 12	Exam Table, Midmark 404	1	\$620.40	1st Floor
999	Ex 12	Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth	1	\$361.90	1st Floor
1000	Ex 12	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1001	Ex 12	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1002	Ex 12	Task Chair, fabric seat and back, no arms	. 1	\$65.80	1st Floor
1003	Ex 12	Samsung ML-2165W	1	\$84.60	1st Floor
1004	Ex 12	Mayo Instrument Stand, single post, 5 wheels	1	\$56.40	1st Floor
1005	Ex 12	Body Composition Analyzer, Inbody 230	1	\$2,256.00	1st Floor
1010	Amber	20" Flat Panel Monitor, AOC	1	\$9.60	1st Floor
1011	Amber	22" Flat Panel Monitor, Dell	1	\$14.40	1st Floor
1012	Amber	Cisco Handset	1	\$19.00	1st Floor
1013	Amber	HP LaserJet Pro 400 Color M451DN	1	\$159.80	1st Floor
1014	Amber	Task Chair, vinyl seat and back, with arms	1	\$141.00	1st Floor
1015	Amber	Bulletin Board, 24x36	2	\$28.50	1st Floor
1016	Amber	Refrigerator, under counter, GE	1	\$24.00	1st Floor
1017	Amber	Guest Chair, fabric seat and back, wood base, post legs	2	\$122.20	1st Floor
1018	Amber	Laptop, Dell, 17"	1	\$380.70	1st Floor
1022	Nurse 1	Task Chair, fabric seat and back, with arms	4	\$282.00	1st Floor
1023	Nurse 1		5	\$95,00	1st Floor
1023	Nurse 1	Cisco Handset	1		
		HP LaserJet 4350N		\$122.20	1st Floor
1026	Nurse 1	20" Flat Panel Monitor	3	\$28.80	1st Floor
1027	Nurse 1	20" Flat Panel Monitor, AOC	1	\$9.60	1st Floor
1028	Nurse 1	20" Flat Panel Monitor, Asis	1	\$9.60	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
1029	Nurse 1	PC Tower, Dell OptiPlex 390	4	\$76.80	1st Floor
1030	Nurse 1	W/C, small	2	\$1.92	1st Floor
1033 1036	Nurse 1	Welch Allyn Suretemp Plus Temperature Gauge	1 1	\$159.80	1st Floor
1037	Sterilizing Rm Sterilizing Rm	Seca Stadiometer, wall mounted	1	\$84.60 \$169.20	1st Floor 1st Floor
1037	Sterilizing Rm	Health O Meter Adult Digital Step On Scale, with Stadiometer	1	\$89.30	1st Floor
1040	Sterilizing Rm	Task Chair, fabric seat, mesh back, no arms	1	\$19.00	1st Floor
1042	Sterilizing Rm	Cisco Handset W/C, tall	1	\$0.96	1st Floor
1043	Sterilizing Rm	Step Stool, 9", metal, with handle	1	\$9.60	1st Floor
1044	Sterilizing Rm	Ritter M9, Ultraclave	1	\$2,749.50	1st Floor
1045	Sterilizing Rm	Olympus BH2 Microscope	1	\$958.80	1st Floor
1046	Sterilizing Rm	Refrigerator/Freezer, GE Profile	1	\$153.60	1st Floor
1047	Sterilizing Rm	Paper Towel Dispenser, half	1	\$9.50	1st Floor
1048	Sterilizing Rm	Hand Soap Dispenser	1	\$4.75	1st Floor
1049	Sterilizing Rm	Sharp Collector, 3 slot	1	\$14.25	1st Floor
1052	Hallway	Xray Viewer, 4 panel, Perfect View, Recessed	1	\$437.10	1st Floor
1055	Wilt	Task Chair, vinyl seat and back, with arms	1	\$141.00	1st Floor
1056	Wilt	Task Chair, fabric seat, mesh back, with arms	1	\$94.00	1st Floor
1059	Wilt	Cisco Handset	· 1	\$19.00	1st Floor
1060	Wilt	Floor Fan, 18", Lasko	1	\$4.80	1st Floor
1061	Wilt	W/C, small	1	\$0.96	1st Floor
1062	Wilt	L-Shape Manager's Desk, laminate, 72x66x30	2	\$1,015.20	1st Floor
1063	Wilt	Hutch, Laminate, 24x72x30	2	\$893.00	1st Floor
1067	Office	Task Chair, fabric seat, mesh back, with arms	1	\$98.70	1st Floor
1068	Office	Manager's Desk, double pedestal, laminate, 30x66x30	1	\$446.50	1st Floor
1072	Office	Cisco Handset	1	\$19.00	1st Floor
1076	Humphrey	Cisco Handset	1	\$19.00	1st Floor
1077	Humphrey	Xray Viewer, 2 panel, Perfect View, Recessed	1	\$216.20	1st Floor
1082	Humphrey	L-Shape Manager's Desk, Laminate, 68x72x30	1	\$507.60	1st Floor
1083	Humphrey	Task Chair, fabric seat, mesh back, with arms	1	\$98.70	1st Floor
1084	Humphrey	W/C, mid	1	\$0.96	1st Floor
1087	Judy	Xray Viewer, 2 panel, Perfect View, Recessed	1	\$216.20	1st Floor
1088	Judy	Task Chair, fabric seat, mesh back, with arms	1	\$98.70	1st Floor
1089 1090	Judy	Side Table, 18x20	1 2	\$108.10 \$122.20	1st Floor 1st Floor
1090	Judy	Guest Chair, fabric seat and back, wood base, with arms, post legs	2	φ122.2U	TSL FIOOI
1094	Judy	Cisco Handset	1	\$19.00	1st Floor
1095	Judy	W/C, small	2	\$1.92	1st Floor
1098	Ex 15	Exam Table, Midmark 404	1	\$620.40	1st Floor
1099	Ex 15	W/C, Detecto, step on, flip top, metal	1	\$9.60	1st Floor
1100	Ex 15	Bulletin Board, 24x36	1	\$14.25	1st Floor
1101	Ex 15	Physician's Stool, 4 wheels	1	\$84.60	1st Floor
1102	Ex 15	Task Chair, fabric seat and back, with arms	1	\$70.50	1st Floor
1103	Ex 15	Welch Allyn Wall Transformer, with oto/ophth, old style	1	\$137.75	1st Floor
1104	Ex 15	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
1105	Ex 15	Sphygmomanometer, wall mounted	1	\$14.40	1st Floor
1106	Ex 15	Glass Jar	3	\$2.88	1st Floor
1107	Ex 15	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1108	Ex 15	Hand Soap Dispenser	1	\$1.92	1st Floor
1109	Ex 15	Sharps Collector	1	\$0.96	1st Floor
1115	Ex 16	Exam Table, Midmark 404	1	\$620.40	1st Floor
1116	Ex 16	W/C, Detecto, step on, flip top, metal	1	\$9.60 \$14.35	1st Floor
1117	Ex 16	Bulletin Board, 24x36	, 1	\$14.25	1st Floor
1118 1119	Ex 16 Ex 16	Physician's Stool, 4 wheels Welch Allyn Well Transformer, with ata (anbth, mid style	1	\$84.60 \$137.75	1st Floor 1st Floor
1119	Ex 16	Welch Allyn Wall Transformer, with oto/ophth, mid style	1	\$9.60	1st Floor
1120	Ex 16	Exam Light, Floor Style, Gooseneck	1.	\$9.60 \$14.40	1st Floor
1122	Ex 16	Sphygmomanometer, wall mounted Glass Jar	3	\$2.88	1st Floor
1123	Ex 16	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1124	Ex 16	Hand Soap Dispenser	1	\$1.92	1st Floor
1125	Ex 16	Sharps Collector	1	\$0.96	1st Floor
1130	Ex 18	Exam Table, Midmark 404	1.	\$620.40	1st Floor
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Ref#	Location	Asset Description	Qty	FMV	Location
1131	Ex 18	Welch Allyn Wall Transformer, new style, mid size, with macro	1	\$361.90	1st Floor
. 4455	-	otoscope/ophth			
1132	Ex 18	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1133	Ex 18	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1134	Ex 18	Glass Jar	1	\$0.96	1st Floor
1135	Ex 18	Glove Box Dispenser, single slot	1	\$4.75	1st Floor
1136	Ex 18	Sharps Collector	1	\$0.96	1st Floor
1137	Ex 18	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1138	Ex 18	Hand Soap Dispenser	1	\$1.92	1st Floor
1139	Ex 18	Guest Chair, vinyl seat and back, no arms, post legs	1	\$14.40	1st Floor
1140	Ex 18	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1142	Ex 18	Guest Chair, vinyl seat, fabric back, with arms	1	\$94.00	1st Floor
1144	Ex 18	W/C, Detecto, step on, flip top, metal	1	\$9.60	1st Floor
1145	Ex 18	W/C, small	1	\$0.96	1st Floor
1148	Ex 19	Guest Chair, vinyl seat and back, with arms, post legs	2	\$188.00	1st Floor
1149	Ex 19	Exam Table, Midmark 404	1	\$620.40	1st Floor
1153	Ex 19	Wall Pocket, Plexiglas	6	\$56.40	1st Floor
1154	Ex 19	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1155 1156	Ex 19	Hand Soap Dispenser	1	\$1.92 \$1.92	1st Floor
1155	Ex 19 Ex 19	Sharps Collector	2 2	\$1.92 \$1.92	1st Floor 1st Floor
		W/C, small			
1158 1159	Ex 19 Ex 19	W/C, Detecto, step on, flip top, metal	1 1	\$9.60 \$4.75	1st Floor 1st Floor
1160	Ex 19	Glove Box Dispenser, single slot	1		
1100	EX 19	Welch Allyn Wall Transformer, new style, mid size, with macro otoscope/ophth	ı	\$361.90	1st Floor
1161	Ex 19	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1162	Ex 19	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1166	Ex 17	Exam Table, Ritter 204	1	\$822.50	1st Floor
1167	Ex 17		1	\$61.10	1st Floor
		Guest Chair, fabric seat and back, with arms, wood base, sled style		•	
1168	Ex 17	PC Tower, Nextlink	1	\$14.40	1st Floor
1170	Ex 17	Task Chair, fabric seat, mesh back, no arms	1	\$89.30	1st Floor
1173	Hall	Seca Stadiometer, wall mounted	1	\$84.60	1st Floor
1174	Hall	Health O Meter Adult Digital Step On Scale, with Stadiometer	1	\$169.20	1st Floor
1177	Ex 20	Guest Chair, vinyl seat, fabric back, with arms, post legs	2	\$188.00	1st Floor
1178	Ex 20	Exam Table, Midmark 404	1	\$620.40	1st Floor
1179	Ex 20	Physician's Stool, 5 wheels	1	\$84.60	1st Floor
1182	Ex 20	Sharps Collector	1	\$0.96	1st Floor
1183	Ex 20	Glass Jar	3	\$14.10	1st Floor
.1184	Ex 20	Welch Allyn Wall Transformer, old style, mid size, with macro	1	\$48.00	1st Floor
	·	otoscope/ophth			
1185	Ex 20	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1186	Ex 20	Welch Allyn Sphygmomanometer	. 1	\$38.00	1st Floor
1187	Ex 20	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
1188	Ex 20	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1189	Ex 20	Hand Soap Dispenser	1	\$1.92	1st Floor
1190	Ex 20	Sharps Collector	2	\$1.92	1st Floor
1191	Ex 20	W/C, mid	2	\$1.92	1st Floor
1192	Ex 20	Glove Box Dispenser, single slot	1	\$4.75	1st Floor
1195	Ex 21	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1197	Ex 21	Guest Chair, double vinyl seat and back, metal post legs	. 1	\$89.30	1st Floor
1198	Ex 21	Welch Allyn Vaginal Light	1	\$145.70	1st Floor
1199	Ex 21	Guest Chair, vinyl seat, fabric back, with arms, post legs	1	\$94.00	1st Floor
1200	Ex 21	Exam Table, Midmark 404	1	\$620.40	1st Floor
1201	Ex 21	Welch Allyn Wall Transformer, old style, mid size, with macro	1	\$48.00	1st Floor
	<u></u>	otoscope/ophth	_		4.4-
1202	Ex 21	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1203	Ex 21	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1204	Ex 21	Exam Light, Floor Style, Gooseneck	1	\$9.60	1st Floor
1205	Ex 21	Sharps Collector	1	\$0.96	1st Floor
1206	Ex 21	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1207	Ex 21	Hand Soap Dispenser	1	\$1.92	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
1208	Ex 21	W/C, small	1	\$0.96	1st Floor
1211	Ex 22	Physician's Stool, 4 wheels	1	\$14.4 0	1st Floor
1213	Ex 22	Guest Chair, double vinyl seat and back, metal post legs	1	\$89.30	1st Floor
1214	Ex 22	Guest Chair, vinyl seat, fabric back, with arms, post legs	. 1	\$94.00	1st Floor
1215	Ex 22	Exam Table, Midmark 404	1	\$620.40	1st Floor
1216	Ex 22	Welch Allyn Wall Transformer, old style, mid size, with macro	1	\$48.00	1st Floor
1217	Ex 22	otoscope/ophth Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1218	Ex 22		1		
1219	Ex 22	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1220	Ex 22	Exam Light, Floor Style, Gooseneck Sharps Collector	1	\$9.60 \$0.96	1st Floor 1st Floor
1221	Ex 22	Paper Towel Dispenser, half	1	\$4.80	1st Floor
1222	Ex 22	Hand Soap Dispenser	1	\$4.80 \$1.92	1st Floor
1223	Ex 22	W/C, small	1	\$0.96	1st Floor
1226	Nurse 2	Task Chair, fabric seat and back, with arms	2	\$141.00	1st Floor
1227	Nurse 2	Side Chair, fabric seat, poly back, no arms	1	\$108.10	1st Floor
1228	Nurse 2	Task Chair, fabric seat, mesh back, no arms	1	\$89.30	1st Floor
1230	Nurse 2	Cisco Handset	4	\$76.00	1st Floor
1231	Nurse 2	Welch Allyn Suretemp Thermometer	3	\$479.40	1st Floor
1232	Nurse 2	Net gear FS105 Ethernet Switch	1	\$9.40	1st Floor
1233	Nurse 2	HP LaserJet 4200N	1	\$310.20	1st Floor
1234	Nurse 2	Konica Minolta Bizhub 25e	1	\$310.20 \$308.75	1st Floor
1235	Nurse 2	W/C, small	4	\$3.84	1st Floor
1236	Nurse 2	Plantronics Headset	4	\$169.20	1st Floor
1237	Nurse 2	Adult Cuff	3	\$14.25	1st Floor
1241	Sample	Medical Supply Bins, large	124	\$235.60	1st Floor
1244	Ex 23	Guest Chair, double vinyl seat and back	1	\$94.00	1st Floor
1245	Ex 23	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1248	Ex 23	Exam Table, UMF	1	\$636.50	1st Floor
1249	Ex 23	Welch Allyn Wall Transformer, old style, mid size, with macro	1	\$48.00	1st Floor
		otoscope/ophth	,	ψ10.00	10111001
1250	Ex 23	Welch Allyn Specula Dispenser	1	\$9.50	1st Floor
1251	Ex 23	Welch Allyn Sphygmomanometer	1	\$38.00	1st Floor
1252	Ex 23	Sharps Collector	1	\$0.96	1st Floor
1253	Ex 23	Glove Box Dispenser, single slot	1	\$4.75	1st Floor
1254	Ex 23	Adult Cuff	3	\$14,25	1st Floor
1255	Ex 23	Glass Jar	3	\$14.10	1st Floor
1256	Ex 23	Paper Towel Dispenser, half	1	\$9.50	1st Floor
1257	Ex 23	Hand Soap Dispenser	1	\$4.75	1st Floor
1258	Ex 23	W/C, mid	1	\$0.96	1st Floor
1262	RA	Cisco Handset	1	\$19.00	1st Floor
1263	RA	Fujitsu Scanner, fi6130	1	\$338.40	1st Floor
1265	RA	Task Chair, fabric seat, mesh back, with arms	1	\$14.40	1st Floor
1266	RA	Refrigerator, under counter, Haier	1	\$33.60	1st Floor
1267	RA	Vertical File Cabinet, 2 drawer	1	\$94.00	1st Floor
1268	RA	W/C, mid	1	\$0.96	1st Floor
1273	Smith	Philips Speachmic Pro Microphone	2	\$347.80	1st Floor
1274	Smith	Cisco Handset	2	\$38.00	1st Floor
1275	Smith	Task Chair, fabric seat and back, with arms	1	\$70.50	1st Floor
1276	Smith	Task Chair, fabric seat and back, no arms	1	\$65.80	1st Floor
1277	Smith	Bookshelf, 6 shelves, 12x30x84	1	\$84.60	1st Floor
1278	Smith	Lateral File Cabinet, 2 drawer	1	\$188.00	1st Floor
1279	Smith	Bulletin Board, 24x36	1	\$14.25	1st Floor
1283	Petton	20" Flat Panel Monitor, AOC	1	\$9.60	1st Floor
1284	Petton	PC Tower, Dell OptiPlex 390	1	\$19.20	1st Floor
1285	Petton	Bulletin Board, 24x36	1	\$14.25	1st Floor
1286	Petton		1	\$89.30	1st Floor
		Guest Chair, double vinyl seat and back, no arms, metal post legs	,	400.00	
	Petton	Cisco Handset	1	\$19.00	1st Floor
1287			•	7,	
1287 1288	Petton	W/C, mid	1	\$0.96	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
1292	Lobby	Sofa, 3 seat, vinyl	1	\$305.50	1st Floor
1293	Lobby	32" LG Flat Panel Television	1	\$57.00	1st Floor
1294	Lobby	Guest Chair, fabric seat and back, with arms, wood base, post legs	2	\$122.20	1st Floor
1295	Lobby	Side Table, 24", Laminate	27	\$2,918.70	1st Floor
1296	Lobby	Magazine Rack, 3 shelves	1	\$32.90	1st Floor
1297	Lobby	Wall Art, large	4	\$338.40	1st Floor
1298	Lobby	Credenza, 4 door, glass top, 31x75x30	1	\$465.50	1st Floor
1301	Main Rec	Task Chair, fabric seat, mesh back, no arms	1	\$89.30	1st Floor
1302	Main Rec	Epson GT S50 Scanner	3	\$356.25	1st Floor
1303	Main Rec	20" Flat Panel Monitor, Asis	2	\$19.20	1st Floor
1304	Main Rec	20" Flat Panel Monitor, Dell	6	\$57.60	1st Floor
1305	Main Rec	Fujitsu Scanner, fl6130	1	\$338.40	1st Floor
1306	Main Rec	PC Tower, Dell OptiPlex 390	4	\$76.80	1st Floor
1307	Main Rec	Cisco Handset	4	\$76.00	1st Floor
1308	Main Rec	Physician's Stool, 4 wheels	1	\$14.40	1st Floor
1309	Main Rec	Konica Minolta Bizhub 283	1	\$1,064.00	1st Floor
1310	Main Rec	HP LaserJet 4350DTN	1	\$145.70	1st Floor
1311	Main Rec	Bosu Ball, 75cm	3	\$28.20	1st Floor
1312	Main Rec	W/C, mid	4	\$3.84	1st Floor
1315	File	Step Stool, 2 step	1	\$4.80	1st Floor
1316	File	• • • •	1	\$9.60	1st Floor
1317	File	File Cart, mobile, metal, 2 shelves, 24x24	4	\$1,353.60	1st Floor
1318	File	File Cabinet, metal, 5 shelves, 18x36x84	6	\$2,030.40	1st Floor
1322		File Cabinet, metal, 5 shelves, 18x36x96			
	Dexa	Guest Chair, vinyl seat, fabric back, no arms, post legs	1	\$94.00	1st Floor
1323	Dexa	Adult Analog Step On Scale, with Stadiometer	•	\$98.70	1st Floor
1324	Dexa	Task Chair, fabric seat, mesh back, with arms	1	\$98.70	1st Floor
1325	Dexa	HP Officejet Pro 8100	2	\$122.20	1st Floor
1327	Dexa	17" Flat Panel Monitor	1	\$4.80	1st Floor
1328	Dexa	PC Tower, HP	1	\$38.40	1st Floor
1329	Dexa	PCM Power Pack	1	\$19.00	1st Floor
1330	Dexa	IQ Mark Digital ECG	1	\$1,116.25	1st Floor
1331	Dexa	Dexa, Lunar Prodigy Advanced	1	\$11,129.25	1st Floor
1332	Dexa	Seca Stadiometer, wall mounted	1	\$84.60	1st Floor
1333	Dexa	Computer Cart, mobile, 3 shelf	1	\$23.50	1st Floor
1334	Dexa	W/C, tall	1	\$0.96	1st Floor
1335	Dexa	Step Stool, 9", metal	1	\$4.80	1st Floor
1336	Dexa	Easyone Plus Diagnostic Medical Device	1	\$1,010.50	1st Floor
2001	Ex Rm R1	File cabinet	1	\$47.50	1st Floor
2002	Ex Rm R1	Task chair	1	\$33.25	1st Floor
2003	Ex Rm R1	Wall art	3	\$85.50	1st Floor
2004		Side Chairs	2	\$161.50	1st Floor
2005		Exam Table	1	\$822.50	1st floor
2006		rolling stool	1	\$14.40	1st Floor
2007		trash can	1	\$0.96	1st floor
2008		Paper towel Dispenser	1	\$19.00	1st floor
2009		Soap Dispenser	1	\$4.80	1st floor
2010		Wall art	1	\$28.50	1st floor
2011		•	4	\$14.40	1st floor
2012		Metal rolling cart	4	\$0.96	1st floor
	•	Sharps Containers			
2013		1 Desk		\$118.75	1st floor
2014		1 Side Chair	1	\$80.75	1st floor
2015		1 Task Chair	1	\$33.25	1st floor
2016		2 Book Cases	1	\$28.50	1st floor
2017		1 Phone/Headset	1	\$47.00	1st Floor
2018		1 Trash can	1	\$0.96	1st floor
2019		1 White Board	1	\$33.25	1st floor
2020		Lateral File Cabinet	1	\$188.00	1st Floor
2021		1 Task Chair	1	\$33.25	1st Floo
2022		2 Metal carts	1	\$14.40	1st floor
2023		Wall art	4	\$114.00	1st floor
2024		Cisco Handset	1	\$19.00	1st Floor

Ref#	Location	Asset Description	Qty	FMV	Location
2025		1 Metal chart holder	1	\$4.80	1st floor
2026		1 Xray view box	1	\$33.60	1st floor
2027		1 Trashcan	1	\$0.96	1st floor
2028		1 Metal file cabinet	1	\$47.50	1st Floor
2029		1 Soap Dispenser	1	\$4.80	1st floor
2030		1 Papertowel Dispenser	1	\$19.00	1st floor
2031		1 trashcan	1	\$0.96	1st floor
2032		1 toilet Liner Dispenser	1	\$14.25	1st floor
		Total 1st Floor		\$119,520.40	
		12 month Operating Lease Monthly Rate 1st Floor		\$8,331.68	

EXHIBIT B-1

PHONE NUMBERS

Main Number - (816) 943-0706

- (816) 943-4278
- (816) 943-4279
- (816) 943-4329
- (816) 943-4325
- (816) 943-4288
- (816) 943-4277
- (816) 943-4318
- (816) 943-4299
- (816) 943-4327
- (816) 943-4322

Main Fax # (913) 451-1754

EXHIBIT C

SUITE 300 ASSETS

See attached.

Ref#	Location	Asset Description	Qty	FMV	Location
15 16	Rec	Electric Printing Calculator	1	\$9.50	3rd floor
16 17	Rec Rec	Credit Card Reader, First Data FD100 Credit Card Reader, ING CT 250	1 1	\$47.50 \$61.75	3rd floor 3rd floor
18	Rec	Credit Card Reader, NG C1 250 Credit Card Reader, VeriFone VX570	.1	\$61.75 \$14.40	3rd floor
20	Rec	Supply Cabinet, 3 drawer, plastic	1	\$0.96	3rd floor
21	Rec	W/C, mid	2	\$1.92	3rd floor
29	Call Center	Utility Cart, metal	1	\$9.60	3rd floor
30	Call Center	Surge Protector	1	\$9.40	3rd floor
31	Call Center	Wall Pocket, Plexiglas	3	\$5.76	3rd floor
32	Call Center	IT Store Room (various IT items)	1	\$96.00	3rd floor
35	Sm Store	Refrigerator, for medicine, Kenmore, mid, Freezer on Top	1	\$188.00	3rd floor
36	Sm Store	Surge Protector, small	1	\$9.40	3rd floor
39	Conf	Conference Table, Laminate, 72x36	1	\$564.00	3rd floor
40	Conf	Task Chair, fabric seat and back	4	\$206.80	3rd floor
41	Conf	Combo Conference Room Cabinet, Table Top	1	\$131.60	3rd floor
42	Conf	W/C, mid, wire type	1 .	\$1.92	3rd floor
43	Conf	Cisco Handset	1	\$19.00	3rd floor
46	Dr	L-Shape Desk, 66x30, Reach 42x24	1	\$507.60	3rd floor
47	Dr	Handset .	1	\$19.00	3rd floor
48	Dr	PC Tower	1	\$62,40	3rd floor
49	Dr	19" Flat Panel Monitor	1	\$9.60	3rd floor
50	Dr	W/C, mid	1	\$0.96	3rd floor
51	Dr	Lobby Plant, Imitation, 6'	1	\$23.75	3rd floor
52	Dr	Task Chair, leather seat and back	1	\$141.00	3rd floor
53	Dr	Mail Cart, Wire, 30x17	1	\$23.75	3rd floor
54	Dr	Bookcase, mid	1	\$33.25	3rd floor
55	Dr	Wall Clock, 13"	1	\$37,60	3rd floor
56	Dr -	Lobby Chair	2	\$253,80	3rd floor
57	Dr.	End Table, vinyl, 20" diameter	1	\$42.75	3rd floor
61	PA Office	PC Tower	2	\$124.80	3rd floor
62	PA Office	19" Flat Panel Monitor	2	\$19.20	3rd floor
63	PA Office	Cisco Handset 7942	1	\$19.00	3rd floor
65	PA Office	Task Chair, fabric seat, mesh back	1	\$42.75	3rd floor
66	PA Office	W/C, mld	1	\$0.96	3rd floor
67	PA Office	Bulletin Board, 24x36	1	\$14.25	3rd floor
127	Triage	Seca Stadiometer. Wall mounted	1	\$70.50	3rd floor
128	Triage	Side Chair	2	\$178.60	3rd floor
131	Ex 1	Exam Table, Ritter 204	• 1	\$822.50	3rd floor
132	Ex 1	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
133	Ex 1	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
134	Ex 1	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
135	Ex 1	Exam Light, Incandescent, Gooseneck	1	\$9.60	3rd floor
136	Ex 1	Task Chair, fabric seat and back, with arms	1	\$70.50	3rd floor
137	Ex 1	19" Flat Panel Monitor	1	\$9.60	3rd floor
138	Ex 1	PC Tower	1	\$62.40	3rd floor
139	Ex 1	Handheld Sphygmomanometer	2	\$47.50	3rd floor
140	Ex 1	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
141	Ex 1	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
142	Ex 1	Sharps Collector	1	\$1.90	3rd floor
143	Ex 1	Side Chair	2	\$114.00	3rd floor
144	Ex 1	W/C, tall	1	\$0.96	3rd floor
145	Ex 1	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
148	Ex 2	Exam Table, Ritter 204	, 1	\$822.50	3rd floor
149	Ex 2	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
150	Ex 2	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
151	Ex 2	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
152	Ex 2	Exam Light, Incandescent, Gooseneck	1	\$9.60	3rd floor
153	Ex 2	Task Chair, fabric seat and back, with arms	1	\$70.50	3rd floor
154	Ex 2	19" Flat Panel Monitor	1	\$9.60	3rd floor
155	Ex 2	PC Tower	1	\$62.40	3rd floor
156	Ex 2	Handheld Sphygmomanometer	2	\$47.50	3rd floor
		namenary opinysmomenometer	_	*	

Ref#	Location	Asset Description	Qty	FMV	Location
157	Ex 2	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
158	Ex 2	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
159	Ex 2	Sharps Collector	1	\$0.96	3rd floor
160	Ex 2	Side Chair	. 2	\$114.00	3rd floor
161 162	Ex 2	W/C, tall	1	\$0.96	3rd floor
166	Ex 2	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
167	Ex 5	Exam Table, Ritter 204	1	\$822.50	3rd floor
101	Ex 5	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
1 6 8	Ex 5	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
169	Ex 5	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
170	Ex 5	Task Chair, fabric seat and back, with arms	1	\$70.50	3rd floor
171	Ex 5	19" Flat Panel Monitor	1	\$9.60	3rd floor
172	Ex 5	PC Tower-	1	\$62.40	3rd floor
173	Ex 5	Handheld Sphygmomanometer	2	\$47.50	3rd floor
174	Ex 5	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
175	Ex 5	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
176	Ex 5	Sharps Collector	1	\$0.96	3rd floor
177	Ex 5	Side Chair	2	\$114.00	3rd floor
178	Ex 5	W/C, tall	1	\$0.96	3rd floor
179	Ex 5	W/C, Blohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
182	Ex 6	Exam Table, Ritter 204	1	\$822.50	3rd flaor
183	Ex 6	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
184	Ex 6	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
185	Ex 6	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
186	Ex 6	Task Chair, fabric seat and back, with arms	1	\$70.50	3rd floor
187	Ex 6	19" Flat Panel Monitor	1	\$9.60	3rd floor
188	Ex 6	PC Tower	1	\$62.40	3rd floor
189	Ex 6	Handheld Sphygmomanometer	2	\$47.50	3rd floor
190	Ex 6	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
191	Ex 6	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
192	Ex 6	Sharps Collector	1	\$0.96	3rd floor
193	Ex 6	Side Chair	2	\$216,20	3rd floor
194	Ex 6	W/C, tall	. 1	\$0,96	3rd floor
195	Ex 6	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
196	Ex 6	Glove Box Dispenser, 3 slot, wall mounted	1	\$1.92	3rd floor
1 99	Ex 7	Exam Table, Ritter 204	1	\$822.50	3rd floor
200	Ex 7	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
201	Ex 7	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
202	Ex 7	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
203	Ex 7	19" Flat Panel Monitor	1	\$9.60	3rd floor
204	Ex7	PC Tower	1	\$62.40	3rd floor
205	Ex 7	Handheld Sphygmomanometer	2	\$47.50	3rd floor
206	Ex 7	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
207	Ex 7	Hand Soap Dispenser, enMotion	1	\$14.25	3rd floor
208	Ex 7	Sharps Collector	1	\$0.96	3rd floor
209	Ex 7	Side Chair	2	\$216.20	3rd floor
210	Ex 7	W/C, metal, large, 15x15x30, step on, flip top	1	\$19.20	3rd floor
211	Ex 7	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
212	Ex 7	Physician's Stool, 5 wheels	1	\$84.60	3rd floor
215	RR	Paper Towel Dispenser, enMotlon	2	\$47.50	3rd floor
216	RR	Hand Soap Dispenser, enMotion	2	\$56.40	3rd floor
217	RR	W/C, mid	2	\$1.92	3rd floor
222	Nurse St	W/C, mid	3	\$14.10	3rd floor
223	Nurse St	Cisco Handset	3	\$57.00	3rd floor
224	Nurse St	PC Tower	2	\$124.80	3rd floor
225	Nurse St	19" Flat Panel Monitor	2	\$19.20	3rd floor
226	Nurse St	Laptop, Dell Latitude E5540	1	\$2 02.10	3rd floor
233	Lab	HP LaserJet 4250N	1	\$142.50	3rd floor
234	Lab	PC Tower	1	\$62.40	3rd floor
				•	

Ref#	Location	Asset Description	Qty	FMV	Location
235	Lab	19" Flat Panel Monitor	1	\$9.60	3rd floor
236	Lab	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9,60	3rd floor
238	Lab	Supply Drawers, small, 9x9x9, Office Depot	, 3	\$70,50	3rd floor
239	Lab	Paper Towel Dispenser, Georgia Pacific Sofpull	1	\$19,00	3rd floor
240	Lab	Hand Soap Dispenser, enMotion	1	\$28.20	3rd floor
245	Ex 8	Exam Table, Ritter 204	1	\$822.50	3rd floor
246	Ex 8	Laptop Cart, Laminate, Office Depot	1	\$38,00	3rd floor
247	Ex 8	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361,90	3rd floor
248	Ex 8 -	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
249	Ex 8	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
250	Ex 8	19" Flat Panel Monitor	1	\$9.60	3rd floor
251	Ex 8	PCTower	1	\$62.40	3rd floor
252	Ex 8	Wheelchair, folding	1	\$98.70	3rd floor
253	Ex 8	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
254	Ex 8	Hand Soap Dispenser, enMotion	1	\$28.20	3rd floor
255	Ex 8	Sharps Collector	1	\$0.00	3rd floor
256	Ex 8	Side Chair	2	\$114.00	3rd floor
257	Ex 8	W/C, metal, large, 15x15x30, step on, flip top	1	\$19.20	3rd floor
258	Ex 8	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
259	Ex 8	Physician's Stool, 5 wheels	1	\$84.60	3rd floor
263	Ex 9	Exam Table, Ritter 204	1	\$822.50	3rd floor
264	Ex 9	Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
265	Ex 9	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
266	Ex 9	Welch Allyn Specula Dispenser	1	\$18.80	
267	Ex 9	19" Flat Panel Monitor	1	\$9.60	3rd floor
268	Ex 9	PCTower	1	\$62.40	3rd floor
269	Ex 9	Physician's Stool, 5 wheels	1	\$84.60	3rd floor 3rd floor
270	Ex 9	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	
271	Ex 9	Hand Soap Dispenser, enMotion	1		3rd floor
272	Ex 9	Sharps Collector	1	\$14.25 \$0.06	3rd floor
273	Ex 9	Glass Jar	3	\$0.96	3rd floor
274	Ex 9	Side Chair	1	\$2.88	3rd floor
275	Ex 9		1	\$108.10	3rd floor
276	Ex 9	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
279	Ex 10	W/C, metal, large, 15x15x30, step on, flip top, United Defender Exam Table, Ritter 204	1	\$19.20	3rd floor
280	Ex 10	Exam Table, Kitter 204	1	\$822.50	3rd floor
•		Welch Allyn Wall Transformer, new style, with macro otoscope/ophth	1	\$361.90	3rd floor
281	Ex 10	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
282	Ex 10	Welch Allyn Specula Dispenser	1	\$18.80	3rd floor
283	Ex 10	19" Flat Panel Monitor	1 .	\$9.60	3rd floor
284	Ex 10	PC Tower	1	\$62.40	3rd floor
285	Ex 10	Physician's Stool, 5 wheels	1	\$84.60	3rd floor
286	Ex 10	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
287	Ex 10	Hand Soap Dispenser, enMotion	1	\$28.20	3rd floor
288	Ex 10	Sharps Collector	1	° \$0.96	3rd floor
289	Ex 10	Glass Jar	3	\$14.10	3rd floor
290	Ex 10	Side Chair	1.	\$108.10	3rd floor
291	Ex 10	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
292	Ex 10	W/C, metal, large, 15x15x30, step on, flip top, United Defender	1	\$19.20	3rd floor
295	Bk Hall	Infusion Chair	2	\$240.00	3rd floor
298	Bk Supply	W/C, tall	1	\$0.96	3rd floor
299	Bk Supply	Xray Viewer, 2 panel	1	\$38.40	3rd floor
300	Bk Supply	IV Pole, 2 hooks	3	\$14.40	3rd floor
301	Bk Supply	HP Officejet 6100	1	\$120.00	3rd floor
302	Bk Supply	Physician's Stool, 4 wheels	1	\$14.40	3rd floor
303	Bk Supply	Exam Light, Incandescent, Gooseneck	1	\$9.60	3rd floor
304	Bk Supply	Supply Shelves, 48x12x76	1	\$70.50	3rd floor
305	Bk Supply	Supply Shelves, 30x12x76	1	\$70.50	3rd floor
309	Ultra	Exam Table, Midmark 404	1	\$620.40	3rd floor
-		Enum Table, Midilian Tot	•	Ψ020. 4 0	ora noor

Ref#	Location	Asset Description	Qty	FMV	Location
310	Ultra	Welch Allyn Wall Transformer, new style, with macro otoscope/opht	1	\$361.90	3rd floor
311	Ultra	Welch Allyn Sphygmomanometer	1	\$75.20	3rd floor
312	Ultra	Welch Allyn Specula Dispenser	1 .	\$18.80	3rd floor
313	Ultra	Paper Towel Dispenser, Georgia Pacific, Sofpull	1	\$19.00	3rd floor
314	Ultra	Hand Soap Dispenser, enMotlon	1	\$28.20	3rd floor
315	Ultra	Sharps Collector	1	\$0.96	3rd floor
316	Ultra	PC Tower	1	\$62.40	3rd floor
317	Ultra	19" Flat Panel Monitor	1	\$9.60	3rd floor
318	Ultra	W/C, metal, large, 15x15x30, step on, flip top, United Defender	1	\$19.20	3rd floor
319	Ultra	W/C, Biohazard, 12x12x16, step on, flip top, red metal	1	\$9.60	3rd floor
320	Ultra	Physician's Stool, 4 wheels	1	\$42.75	3rd floor
321	Ultra	PC Cart	1	\$4.75	3rd floor
322	Ultra	Wheelchair, folding, thin	1	\$19.20	3rd floor
323	Ultra	Side Chair	2	\$114.00	3rd floor
324	Ultra	Cart, 7 drawers, plastic, Sterilite, Office Depot	1	\$4.80	3rd floor
325	Ultra	Logiq 3 Ultrasound, no date, one new probe	1	\$259.20	3rd floor
•		Total 3rd Floor] [\$19,516.07	
			 _ ["		
		12 month Operating Lease Monthly Rate 3rd Floor		\$1,360.36	•

EXHIBIT D

WIRE INSTRUCTIONS

Evans & Mullinix Trust Account, P.A. 7225 Renner Road, Suite 200 Shawnee, KS 66217

Bank Name:

BMO Harris Bank

Routing Number of BMO Harris

Name of Account

Evans & Mullinix, P.A.

Account Number (Trust Account)

Reference:

Kansas City Internal Medicine

SCHEDULE 5(E)

Litigation and Claims

- 1. Bankruptcy to be filed in the United States Bankruptcy Court, District of Kansas.
- 2. McKesson Corporation v Kansas City Internal Medicine, pending in Jackson County, MO Case Number 1716-CV19886.
- 3. Quentin Buschschulte v. Mark Box et al, pending in Jackson County, MO, Case Number 1616-CV08612.
- 4. Kansas City Internal Medicine, P.A. v. Srilatha Konduri Gannavaram, M.D., et al., pending in Johnson County, Kansas, Case Number: 15CV07895.
- 5. Claims of Signature Medical Group, Inc. against various former and current physicians of Kansas City Internal Medicine for overpayment.

Exhibit C Proposed Bidding Procedures Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS KANSAS CITY DIVISION

In re:	
KANSAS CITY INTERNAL MEDICINE, P.A.,	Case No. 17-22168-dls Chapter 11
Debtor.	1

ORDER GRANTING MOTION FOR ORDER: (1) AUTHORIZING SALE OF CERTAIN OF THE DEBTOR'S PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (2) APPROVING BIDDING PROCEDURES, BID PROTECTIONS, AND SALE AGREEMENT; AND (3) ESTABLISHING PROCEDURES TO APPROVE THE SALE

Upon consideration of the Motion for Order: (1) Authorizing Sale of Certain of the Debtor's Property Free and Clear of All Liens, Claims, Encumbrances and Interests; (2)Approving Bidding Procedures, Bid Protections, and Sale Agreement; and (3)Establishing Procedures to Approve Sale (Dkt. No. ____) (the "Sale Motion"); and upon consideration of any and all responses, objections, and other filings with respect to the Sale Motion; and after a he

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¹ Capitalized terms used in this order and not otherwise defined shall have the meanings ascribed to them in the Sale Motion.

aring and opportunity to be heard; and upon due consideration and finding sufficient cause for the relief sought in the Motion,

IT IS HEREBY FOUND, DETERMINED, AND CONCLUDED THAT:²

- 1. This Court has jurisdiction over this matter and over the property of the Debtor's estate, pursuant to 28 U.S.C. §§ 157 and 1334.
- 2. This is a core proceeding, within the meaning of 28 U.S.C. §§ 157(b)(2)(A), (N), and (O).
- 3. Venue for the Sale Motion is proper in this court, pursuant to 28 U.S.C. §§ 1408 and 1409.
- 4. The relief in this order is granted pursuant to sections 105 and 363 of the Bankruptcy Code and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure.
- 5. Proper, timely, adequate, and sufficient notice of the Sale Motion and relief sought in the Sale Motion has been provided, and such notice was sufficient and appropriate under the particular circumstances and no other or further notice of the Sale Motion or relief sought in the Sale Motion is necessary or required.
- 6. A reasonable opportunity to object or be heard regarding the requested relief in the Sale Motion and this order has been afforded to all parties entitled to notice of the Sale Motion.
- 7. The Debtor has the power and authority to sell the Property, which for avoidance of doubt includes the name and service mark "Kansas City Internal Medicine," free and clear of

²The findings and conclusions set forth in this order constitute the court's findings of fact and conclusions of law. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

all Liens, pursuant to section 363 of the Bankruptcy Code, and all requirements for such sale pursuant to section 363 of the Bankruptcy Code have been satisfied.

- 8. The Bidding Procedures are reasonable, non-collusive, created in good faith, substantively and procedurally fair, and will enable the Debtor to obtain the highest value for the Property.
- 9. The Sale Agreement was negotiated at arms' length, in good faith, and Statland is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code.
- 10. Pursuant to the Sale Agreement, the Debtor has agreed to sell to Statland the Property, free and clear of all Liens, for the Purchase Price.
- 11. The Sale Agreement is subject to higher and better bids, as further set forth in this order.
 - 12. The terms and conditions of the Sale Agreement are fair and reasonable.
- 13. The sale of the Property to Statland under the terms and conditions set forth in the Sale Agreement is fair and reasonable under the circumstances, constitutes the exercise of sound business judgment by the Debtor and is in the best interests of the Debtor, its estate and its creditors.
- 14. The proposed procedures for confirming the sale proposed in the Sale Motion are fair, reasonable, and designed to provide sufficient notice and an opportunity to be heard to all parties entitled to such notice and an opportunity to be heard.

NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS AND THE RECORD BEFORE THIS COURT, IT IS HEREBY

ORDERED that the Sale Motion is GRANTED as set forth in this order; and it is further

ORDERED that any and all objections to the Sale Motion regarding the Sale Agreement, Bidding Procedures, or proposed procedures for approving the sale that have not been withdrawn, waived, resolved, sustained, or settled are expressly denied and overruled in their entirety; and it is further

ORDERED that the Sale Agreement, as set forth in **Exhibit B** to the Sale Motion, is approved in its entirety and is incorporated in this order by reference as if set forth fully at length in this Order; and it is further

ORDERED that there are no brokers involved in consummating the Sale Agreement and no brokers' commissions are due; and it is further

ORDERED that the Bidding Procedures, as set forth in the Sale Motion, are approved in their entirety and are incorporated in this order by reference as if set forth fully at length in this order; and it is further

ORDERED that the Debtor is authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures; and it is further

ORDERED that the Bid Deadline is December 4th, 2017, at 5:00 p.m. (Prevailing Central Time).

ORDERED that the Debtor may proceed to sell the Property, which for avoidance of doubt includes the name and service mark "Kansas City Internal Medicine," free and clear of all Liens in accordance with and subject to the Bidding Procedures; and it is further

ORDERED that, in the event Debtor does not receive a Qualified Offer, the day after the Bid Deadline, the Debtor shall file with this court, and serve upon the Notice Parties, a notice (such notice, a "Notice of Auction Cancellation and Sale of Property") that the Auction has

been cancelled and the Property will be sold to Statland for the Purchase Price, pursuant to section 363 of the Bankruptcy Code; and it is further

ORDERED that, in the event the Debtor does receive one or more Qualified Offers, the Debtor shall proceed with the Auction and, at the conclusion of the Auction, shall file with this court and serve upon the Notice Parties (as defined below) a notice (such notice, a "Notice of Auction Results") setting forth the amount of the highest and best offer (the "Winning Bid") and the identity of the party submitting the highest and best bid at the Auction (the "Winning Bidder"); and it is further

ORDERED that any party wishing to object to the final sale of the Property shall file with this court and serve upon the Debtor, Statland, the Winning Bidder (if applicable), and the Notice Parties a written objection, within seven (7) days of the filing of a Notice of Auction Cancellation and Sale of Property or Notice of Auction Results, as applicable (such date, the "Objection Deadline"); and it is further

ORDERED that, if no objections have been filed on or before the Objection Deadline, this court shall enter an order, substantially in the form as **Exhibit D** to the Sale Motion, confirming the sale; and it is further

ORDERED that, if an objection is filed on or before the Objection Deadline, this court shall schedule a hearing within twenty-one (21) days to consider such objection and confirmation of the sale; and it is further

ORDERED that this order shall become effective immediately upon its entry; and it is further

ORDERED that this court shall retain jurisdiction over any and all matters relating to or arising out of this order or its enforcement.

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Submitted by:

EVANS & MULLINIX, P.A.

/s/ Colin N. Gotham KS

Colin N. Gotham, KS #19538
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Exhibit D Proposed Sale Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS KANSAS CITY DIVISION

In re:	
KANSAS CITY INTERNAL MEDICINE, P.A.,	Case No. 17-22168-dls Chapter 11
Debtor.	

ORDER CONFIRMING SALE

Upon consideration of the Motion for Order: (1) Authorizing Sale of Certain of the Debtor's Property Free and Clear of All Liens, Claims, Encumbrances and Interests; (2) Approving Bidding Procedures, Bid Protections, and Sale Agreement; and (3) Establishing Procedures to Approve Sale (Dkt. No. ____) (the "Sale Motion"); and upon consideration of the [Notice of Cancellation and Sale of Property/Notice of Auction Results]; and after due consideration and finding sufficient cause for the relief sought in the Sale Motion, it is hereby

¹ Capitalized terms used in this order and not otherwise defined shall have the meanings ascribed to them in the Sale Motion.

IT IS HEREBY FOUND, DETERMINED, AND CONCLUDED THAT:²

- 1. This Court has jurisdiction over this matter and over the property of the Debtor's estate, pursuant to 28 U.S.C. §§ 157 and 1334.
- 2. This is a core proceeding, within the meaning of 28 U.S.C. §§ 157(b)(2)(A), (N), and (O).
- 3. Venue for the Sale Motion is proper in this court, pursuant to 28 U.S.C. §§ 1408 and 1409.
- 4. The relief in this order is granted pursuant to sections 105, 363, and 365 of the Bankruptcy Code and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure.
- 5. Proper, timely, adequate, and sufficient notice of the Sale Motion and relief sought in the Sale Motion has been provided, and such notice was sufficient and appropriate under the particular circumstances and no other or further notice of the Sale Motion or relief sought in the Sale Motion is necessary or required.
- 6. Proper, timely, adequate, and sufficient notice of the results of the sale of the Property, which for avoidance of doubt includes the name and service mark "Kansas City Internal Medicine," by the Debtor has been provided, and such notice was sufficient and appropriate under the particular circumstances and no other or further notice of the Sale Motion or relief sought in the Sale Motion is necessary or required.

²The findings and conclusions set forth in this order constitute the court's findings of fact and conclusions of law. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

- 7. A reasonable opportunity to object or be heard regarding the requested relief in the Sale Motion and this order has been afforded to all parties entitled to notice of the Sale Motion and such relief.
- 8. The Debtor has the power and authority to sell the Property free and clear of all Liens, pursuant to section 363 of the Bankruptcy Code, and all requirements for such sale pursuant to section 363 of the Bankruptcy Code have been satisfied.
- 9. The [Purchase Price/Winning Bid] is the highest and best offer for the Property.
- 10. The Sale of the Property as provided in this order is in the best interest of the Debtor, the Debtor's estate, and creditors of the Debtor's estate.
- 11. All material terms of the sale of the Property have been disclosed to this court and all parties in interest.
- 12. [Statland/the Winning Bidder] is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all protections afforded by section 363(m) of the Bankruptcy Code.
- 13. On [_____], 2017, the Debtor filed a [Notice of Auction Cancellation and Sale of Property/Notice of Auction Results].
- 14. The Debtor has complied with the Bidding Procedures in all material respects.
- 15. All aspects of the sale of the Property have been undertaken and conducted in good faith and without collusion.

- 16. The [Winning Bid/Purchase Price and Sale Agreement] represent a fair and reasonable offer to purchase the Property under the circumstances of this case.
- 17. No other entity or group of entities has offered to purchase the Property for greater economic value to the Debtor than [Statland/the Winning Bidder].
- 18. [Statland/the Winning Bidder] is not an affiliate, subsidiary, or insider of the Debtor.
- 19. The approval and consummation of the sale of the Property pursuant to and in accordance with the Sale Agreement and this order is in the best interest of the Debtor and its creditors.
- 20. All holders of Liens on any of the Property have: (i) consented to, or are deemed to have consented to, the sale of the Property free and clear of such Liens; (ii) could be compelled in a legal or equitable proceeding to accept a money satisfaction of their respective Liens; (iii) hold Liens on such Property that are liens and the aggregate value of all liens is less than the amount of the purchase price to be paid for the Property; or (iv) hold Liens subject to a bona fide dispute; and, therefore, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy has been satisfied as to all Liens on the Property.
- 21. Holders of Liens on any of the Property who did not object, or who withdrew their objections, to the Motion are deemed to have consented to entry of this order, pursuant to section 363(f)(2) of the Bankruptcy Code

- 22. A sale free and clear of all Liens pursuant to section 363(f) of the Bankruptcy Code is necessary to maximize the value of the Property.
- 23. A sale of the Property subject to Liens would result in a lower purchase price and be of substantially less benefit to the Debtor's estate and creditors.
- 24. A sale free and clear of Liens is particularly appropriate under the circumstances, because all Liens on any of the Property that existed immediately prior to the sale of such Property will attach to the sale proceeds to the same extent, and with the same validity, priority, force, and effect, as such Liens had prior to the sale, subject to the rights and defenses of the Debtor or any party in interest.
- 25. The sale of the Property free and clear of Liens is appropriate, pursuant to Bankruptcy Code §363(f).
- 26. [Statland/The Winning Bidder] is not holding itself out to the public as a continuation of the Debtor, and no common identity of incorporators, directors, officers, managers, stockholders, members, or other equity holders exists between [Statland/the Winning Bidder] and the Debtor.
- 27. The sale of the Property to Statland does not amount to a consolidation, merger, or de facto merger of [Statland/The Winning Bidder] and the Debtor or [Statland/the Winning Bidder] and the Debtor's estate, there is not substantial continuity between [Statland/the Winning Bidder] and the Debtor or [Statland/the Wi

Winning Bidder] and the Debtor's estate, [Statland/the Winning Bidder] is not a mere continuation of the Debtor or Debtor's estate, and [Statland/the Winning Bidder] does not constitute a successor to the Debtor or the Debtor's estate.

- Without limiting the generality of the foregoing, [Statland/the Winning Bidder] shall have no successor or transferee liability of any kind or character with respect to any "claim" (as defined in the Bankruptcy Code) against the Debtor or any other liability or obligation of any kind or nature whatsoever of the Debtor, as a result of its purchase of the Property, its operation of the business formerly operated by the Debtor, or otherwise.
- 29. Neither the Debtor nor [Statland/the Winning Bidder] has engaged in any conduct that would cause or permit the sale of the Property to [Statland/the Winning Bidder] to be avoided under section 363(n) of the Bankruptcy Code.
- 30. [Statland/The Winning Bidder] is a bona fide, good-faith purchaser for value.

NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS AND THE RECORD BEFORE THIS COURT, IT IS HEREBY

ORDERED that the Motion is GRANTED as set forth in this order; and it is further

ORDERED that any and all objections to the Sale Motion regarding the Sale Agreement, Bidding Procedures, Minimum Overbid or proposed procedures for approving the sale that have not been withdrawn, waived, resolved, sustained, or settled are expressly denied and overruled in their entirety; and it is further

ORDERED that the Sale Agreement, as set forth in **Exhibit B** to the Sale Motion, is approved in its entirety and is incorporated in this order by reference as if set forth fully at length in this Order; and it is further

ORDERED that there are no brokers involved in consummating the Sale Agreement and no brokers' commissions are due; and it is further

ORDERED that the Debtor may proceed to sell the Property, which for avoidance of doubt includes the name and service mark "Kansas City Internal Medicine," free and clear of all Liens (as defined below) in accordance with the Sale Agreement and this order; and it is further

ORDERED that the Debtor is authorized to take all actions to consummate the sale of the Property pursuant to and in accordance with the Sale Agreement and this order, including transferring and conveying the Property to [Statland/Winning Bidder], pursuant to sections 363(b) and 363(f) of the Bankruptcy Code; and it is further

ORDERED that, in the Debtor's sole discretion, any agreements, documents, or other instruments executed in connection with the Sale Agreement may be modified, amended, or supplemented by the Debtor and [Statland/Winning Bidder] in accordance with the terms of the Sale Agreement without further notice or order of this court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Estate or its creditors; and it is further

ORDERED that the transfer of the Property to [Statland/Winning Bidder] shall be free and clear of any and all mortgages, liens, pledges, hypothecations, security interests, charges, encumbrances, claims and interests, of any kind, nature, character or description (collectively, the "Liens"), with such Liens to attach to the net proceeds of the sale of the Property in accordance with the same validity, priority, and enforceability as existed prior to the sale, subject 00763805

to any rights, claims, defenses, and objections of the Debtor and all interested parties with respect to such Liens; and it is further

ORDERED that the transfer of the Property to [Statland/Winning Bidder] may not be avoided under any applicable law, because [Statland/Winning Bidder] is providing the Estate with reasonably equivalent value; and it is further

ORDERED that all entities that are presently, or upon Closing may be, in possession of some or all of the Property are directed to surrender possession of the Property to [Statland/Winning Bidder] or [Statland/Winning Bidder]'s designee; and it is further

ORDERED that the provisions of this order authorizing the sale of the Property free and clear of any Liens shall be and are self-executing, and the Debtor and [Statland/Winning Bidder] shall not be required, but are permitted in their discretion, to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of the Sale Agreement and this order; and it is further

ORDERED that this order is effective as a determination that any and all Liens, if any, will be, and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Property; and it is further

ORDERED that the reversal or modification of this order on appeal shall not affect the validity of the sale of the Property to [Statland/Winning Bidder], because [Statland/Winning Bidder] acted in good faith within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all protections afforded by section 363(m) of the Bankruptcy Code; and it is further

ORDERED that this order shall be binding upon, shall govern the acts of, and may be relied upon by, all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of

deeds, administrative agencies, governmental agencies and departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Property; and each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement; and, further, all persons and entities, including without limitation, those described in this paragraph, are authorized and specifically directed, upon Closing, to release, remove, and strike all such recorded Liens on any of the Property from their records, official and otherwise; and it is further

ORDERED that all holders of Liens on any of the Property are directed, upon Closing, to execute such documents and take all other actions as may be necessary or requested by the Debtor or [Statland/Winning Bidder], to terminate and release any filed or recorded documents evidencing their respective Liens on any of the Property; and, if any such holder does not deliver to the Debtor or [Statland/Winning Bidder] by Closing, in proper form for filing (and, if necessary, executed by the appropriate parties), termination statements, instruments of satisfaction, releases of liens and easements, or any other documents necessary, or requested by the Debtor or [Statland/Winning Bidder], for the purpose of terminating or releasing any filed or recorded document evidencing a Lien on any of the Property, the Debtor and [Statland/Winning Bidder] each are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of any such holder with respect to any of the Property; and it is further

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ORDERED that any person or entity that is presently, or as of Closing, in possession of some or all of the Property is hereby directed to surrender possession of such Property to Statland upon Closing; and it is further

ORDERED that, effective upon Closing, all holders of Liens on any of the Property shall be forever barred, estopped and permanently enjoined from asserting any Liens against any of the Property; and it is further

ORDERED that neither [Statland/Winning Bidder]'s purchase of the Property nor [Statland/Winning Bidder]'s subsequent operation of the business previously operated by the Debtor shall cause [Statland/Winning Bidder] to be, or to be deemed to be: (i) a successor-ininterest in any respect to the Debtor, the Debtor's estate, or the Debtor's business under applicable law; or (ii) a joint employer, co-employer or successor employer with or of the Debtor; and, as a result of the foregoing, [Statland/Winning Bidder] shall have no obligation to pay wages, salary, severance pay, vacation pay, WARN Act claims, benefits, or any other payments to any employees of the Debtor; and it is further

ORDERED that the Sale Agreement and any related agreements, instruments or documents may be modified, amended, or supplemented by agreement of the Debtor and [Statland/Winning Bidder] without further action of the court; provided that any such modification, amendment, or supplement is not material and substantially conforms to and effectuates the Sale Agreement; and it is further

ORDERED that the automatic stay pursuant to section 362 of the Bankruptcy Code is modified to the extent necessary (i) to allow [Statland/Winning Bidder] to give the Debtor any notice provided for in the Sale Agreement and (ii) to allow [Statland/Winning Bidder], the Debtor and any other person or entity to take any and all actions permitted by the Sale 00763805 4829-8738-9266.9

Agreement or this order or as necessary to effectuate any provision of the Sale Agreement or this order or to consummate the transactions contemplated by the Sale Agreement and this order; and it is further

ORDERED that the sale of the Property to [Statland/Winning Bidder] shall not be subject to any bulk sales laws; and it is further

ORDERED that the Debtor and its officers, directors, employees, shareholders, agents and representatives are authorized and directed to take any and all actions and to execute the Sale Agreement and all agreements, documents and instruments, that the Debtor or [Statland/Winning Bidder] reasonably deem necessary or appropriate to implement and effectuate the transactions contemplated by the Sale Agreement or this order and to consummate the transactions contemplated by the Sale Agreement, all without further application to, or order of, this court; and it is further

ORDERED that, without limiting the generality of the foregoing, this order shall constitute all approvals and consents, if any, required of the Debtor by applicable business corporation, limited liability company, trust and other laws, with respect to the implementation and consummation of the Sale Agreement, this order, and the transactions contemplated by the Sale Agreement and this order; and it is further

ORDERED that nothing contained in any plan of reorganization or plan of liquidation confirmed in the Debtor's chapter 11 case, in any order confirming such a plan, or in any other order of this court, shall conflict with or deviate from the provisions of the Sale Agreement or the terms of this order, and to the extent such provisions do conflict, then the terms of the Sale Agreement or this order, as the case may be, shall control over such conflicting plan or order; and it is further

ORDERED that this court shall retain jurisdiction over any and all matters relating to or

arising out of this order or its enforcement; and it is further

ORDERED that there is no just delay for the implementation of this order and, for all

purposes, this order shall be a final order with respect to the sale of the Property and other relief

granted in this order; and it is further

ORDERED that time is of the essence, the fourteen (14) day stays imposed by Rules

6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure are waived with respect to

this order, and this order shall take effect immediately upon its entry.

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Submitted by:

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/s/ Colin N. Gotham

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