

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

IN RE:

**MYLABDFW, LLC,**

46-5389605  
580 Commerce Street, Suite 150  
Southlake, TX 76092-9155

**Debtor.**

Case No.: 19-42920-MXM-11

Chapter: 11  
[JOINT ADMINISTRATION REQUESTED]

IN RE:

**INTEGRATED LAB SOLUTIONS, INC.,**

46-5419201  
580 Commerce Street, Suite 150  
Southlake, TX 76092-9155

**Debtor.**

Case No.: 19-42921-ELM-11

Chapter: 11  
[JOINT ADMINISTRATION REQUESTED]

**MYLABDFW, LLC'S, EXPEDITED MOTION FOR ORDER AUTHORIZING THE SALE OF  
RECEIVABLES FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES  
[11 U.S.C. § 363]**

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**TO THE HONORABLE UNITED STATES BANKRUPTCY COURT:**

COMES NOW MyLabDFW, LLC, one of the Debtors in the above-styled and numbered case ("**Debtor**" and/or "**MyLab**"), and files this *MyLabDFW, LLC's Expedited Motion for Order Authorizing the Sale of Receivables Free and Clear of All Liens, Claims and Encumbrances [11 U.S.C. § 363]* (the "**Motion**") by and through the undersigned attorney. In support thereof the Debtor respectfully shows the Court as follows:

## I. JURISDICTION

1. The Court has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. §1334(b) and the standing order of reference of the District Court. This matter is a core proceeding. 28 U.S.C. §157(b).

2. Venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein include § 363 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

## II. BACKGROUND

4. These bankruptcy cases were commenced by the filing of voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code on July 18, 2019 (the "Petition Date").

5. No trustee or examiner has been appointed, and no official committee of creditors has yet been established.

6. The Debtor currently owns certain receivables ("Receivables").

## III. RELIEF REQUESTED

7. The Debtor desires to sell the Receivables pursuant to the terms of an Account Purchase and Sale Agreement ("Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit "A" And incorporated herein by this reference.

8. The Debtor is requesting that it be authorized to sell the Receivables pursuant to 11 U.S.C. § 363 free and clear of all liens claims and encumbrances.

**IV. FACTS RELEVANT TO THE RELIEF REQUESTED**

**A. Secured Obligations**

9. A list of all parties asserting a lien, claim, interest or encumbrance in the Receivables are as follows:

a. Origin Bank ("Origin") holds a first lien on the Receivables pursuant to a UCC-1 filed on August 28, 2018. MyLab's bankruptcy schedules list the amount of Origin's claim against MyLab at approximately \$2,200,000.

b. Fox Business Funding ("Fox") appears to hold a second lien on the Receivables pursuant to a UCC-1 filed on January 17, 2019. MyLab's bankruptcy schedules list the amount of Fox' claim against MyLab at approximately \$80,000.

10. The following claims and/or expenses shall be paid at Closing in the following order:

a. The Debtor intends to retain all of the sales proceeds to preserve the value of certain lab testing equipment and jump start operations. The Debtor, contemporaneously with the filing of this Motion has filed a cash collateral motion wherein it seeks authority to use the cash collateral of Origin.

b. There are no costs of closing in connection with the sale of the Receivables.

**C. The Proposed Sale**

11. The Debtor proposes to sell the Receivables to Capio Funding, LLC ("**Buyer**"), upon the following terms:

<b>SUMMARY OF TERMS</b>
<b>NO CONTINGENCIES</b>
<b>PURCHASE PRICE IS \$100,000</b>
<b>BUYER ACCEPTS RECEIVABLES IN "AS-IS" CONDITION</b>
<b>CONTINGENT UPON BANKRUPTCY COURT APPROVAL</b>
<b>SALE MUST BE FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS</b>

**V. BASIS FOR RELIEF REQUESTED**

**A. Sale of the Receivables**

12. MyLab "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

13. The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the bankruptcy estate. *See, e.g., Four B. Corp. v. Food Barn Stores, Inc.*, 107 F.3d 558, 564-65 (8th Cir. 1997) (in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand"); *Official Committee of Subordinated Bondholders v. Integrated Resources, Inc.*, 147 B.R. 650, 659 (S.D.N.Y. 1992) ("It is a well-established principle of bankruptcy law that the objective of bankruptcy sales and the Debtor's duty with respect to such sales is to obtain the highest price or overall greatest benefit possible for the estate" (quoting *In re Atlanta Packaging Products, Inc.*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988))).



14. The proposed sale of the Receivables will maximize the proceeds to be received by the Bankruptcy estate.

**B. Good Faith Purchaser**

15. The Buyer is a “good faith” purchaser.

**C. Authority to Sell Free and Clear**

16. Section 363(f) of the Bankruptcy Code authorizes the Trustee to sell property outside of the ordinary course of business free and clear of any interest in such property of an entity other than the estate, only if:

- a. applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- b. such entity consents;
- c. 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;
- d. such interest is in bona fide dispute; or
- e. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

17. The Debtor may sell property free and clear of all liens, claims and encumbrances if any one of the foregoing five conditions is satisfied. *See Newport Acquisition Co. No. 1 L.L.C. v. Crossroads Capitals Partners L.L.C. (In re C-Power Prods. Inc.)*, 230 B.R. 800, 803 (Bankr. N.D. Tex. 1998). *See also Futuresource LLC v. Reuters Ltd.*, 312 F.3d 281, 285 (7th Cir. 2002); *Citicorp Homeowners Servs. Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (Bankr. E.D. Pa. 1988).

**VI. NO STAY OF ORDER**

18. Time is of the essence to effectuate the proposed sale. MyLab requests the Court waive the fourteen-day stay of order set forth in Bankruptcy Rule 6004(h) and order that the final relief requested in this Motion may be immediately available upon the entry of an order approving the sale of the Receivables to a final purchaser.

**WHEREFORE**, MyLab respectfully requests that: (a) MyLab is authorized to sell the Receivables; (b) such sale to be free and clear of all liens, claims, interests and encumbrances; (c) the proceeds of the sale are distributed to the Debtor as provided herein; (d) this Court find the Buyer to be good faith purchaser within the meaning of 11 U.S.C. § 363(m) of the Bankruptcy Code with the entitlements attendant thereto; (e) the 14 day stay of any order entered pursuant hereto is waived; and (f) for such other and further relief as this Court might deem just and proper.

Respectfully submitted,

Dated: **September 6, 2019**

*/s/ Robert T. DeMarco*

**DeMarco•Mitchell, PLLC**

Robert T. DeMarco, Texas Bar No. 24014543

**Email** robert@demarcomitchell.com

Michael S. Mitchell, Texas Bar No. 00788065

**Email** mike@demarcomitchell.com

1255 W. 15<sup>th</sup> Street, 805

Plano, TX 75075

**T** 972-578-1400

**F** 972-346-6791

***Proposed Counsel for Debtor and Debtor-in-Possession***

**CERTIFICATE OF CONFERENCE**

The undersigned counsel hereby certifies that, prior to the filing of this Motion, he conferred with the following parties concerning their respective positions on the Motion:

<b>Attorney</b>	<b>Position</b>
Elizabeth Young, Trial Attorney, Office of the United States Trustee	Takes no position on the Motion
John Kane, Counsel for Origin Bank	Unable to receive a response prior to the filing of this Motion

*/s/ Robert T. DeMarco*

**DeMarco•Mitchell, PLLC**

Robert T. DeMarco, Texas Bar No. 24014543

**Email** robert@demarcomitchell.com

Michael S. Mitchell, Texas Bar No. 00788065

**Email** mike@demarcomitchell.com

1255 W. 15<sup>th</sup> Street, 805

Plano, TX 75075

**T** 972-578-1400

**F** 972-346-6791

**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that true and correct copies of the foregoing pleading and all attachments were served upon all parties listed below in accordance with applicable rules of bankruptcy procedure on this **6<sup>th</sup> day of September, 2019**. Where possible, service was made electronically via the Court's ECF noticing system or via facsimile transmission where a facsimile number is set forth below. Where such electronic service was not possible, service was made via regular first class mail.

**DEBTORS**

MYLABDFW, LLC  
580 Commerce Street, Suite 150  
Southlake, TX 76092-9155

INTEGRATED LAB SOLUTIONS, INC.  
580 Commerce Street, Suite 150  
Southlake, TX 76092-9155

**UNITED STATES TRUSTEE**

Office of the United States Trustee  
1100 Commerce Street, Room 976

Dallas, Texas 75202

**ADDITIONAL PARTIES IN INTEREST AND/OR PARTIES REQUESTING NOTICE**

Tarrant County  
c/o Laurie Spindler  
Linebarger et al  
2777 North Stemmons Freeway  
Suite 1000  
Dallas, Texas 75207

Grapevine-Colleyville ISD  
c/o EBONEY COBB  
Perdue, Brandon, Fielder, Collins & Mott,  
L.L.P. 500 E. Border Street, Suite 640  
Arlington, Texas 76010

Beckman Coulter, Inc.  
c/o Kirk B. Burkley, Esq.  
BERNSTEIN-BURKLEY, P.C. 707 Grant Street,  
Suite 2200 Pittsburgh, PA 15219

The First National Bank of McGregor  
c/o Dalton D. Harris  
THE HARRIS FIRM, P.C.  
5050 West Lovers Lane  
Dallas, Texas 75240

Origin Bank  
c/o John J. Kane  
KANE RUSSELL COLEMAN LOGAN PC  
1601 Elm Street  
3700 Thanksgiving Tower  
Dallas, Texas 75201

**SEE ATTACHED MATRIX**

*/s/ Robert T. DeMarco*

**DeMarco•Mitchell, PLLC**

Robert T. DeMarco, Texas Bar No. 24014543

**Email** robert@demarcomitchell.com

Michael S. Mitchell, Texas Bar No. 00788065

**Email** mike@demarcomitchell.com

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Plano, TX 75075

**T** 972-578-1400

**F** 972-346-6791

**ACCOUNT PURCHASE AND SALE AGREEMENT**

**By and Between**

**MYLAB DFW, LLC**

**and**

**CAPIO FUNDING, LLC**

**DATED AS OF AUGUST 28, 2019**

**EXHIBIT "A"**

THIS ACCOUNT PURCHASE AND SALE AGREEMENT is entered into as of August 28, 2019, by and between MyLab DFW, LLC, a Texas limited liability company (the "Seller"), and Capio Funding, LLC, a Nevada limited liability company (the "Purchaser").

WHEREAS, in the ordinary course of business Seller has created certain accounts receivable through the provision of medical services; and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Accounts (as hereinafter defined) on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties, covenants and agreements hereinafter set forth, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Article I

#### CERTAIN DEFINITIONS

As used in this Agreement, the following terms will, unless the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms of the terms defined):

"Account Obligor" means any Person liable on any Account, including, without limitation, any guarantor of or co-payor on the Account.

"Accounts" (i) the accounts receivable listed in the Schedule of Accounts, including the known or unknown obligations of any Account Obligor to pay the receivable and any other amount, interest and fee due or to become due and owing with respect to such accounts receivable, (ii) all rights of Seller to collect and receive all proceeds or streams of income from the foregoing (including rights to payments or proceeds from Third Party Payors, to the extent such rights exist), whether now or hereafter due and owing including, without limitation, any collateral, security interests, assignments, liens and guaranties granted to or made for the benefit of Seller to secure or otherwise assure payment of the foregoing, (iii) the obligation of any Account Obligor to pay the receivable and interest, fees, costs, charges and other assessments, whether accruing before, on or after the Bid File Date with respect thereto, (iv) all Account Documentation, and (v) all proceeds of any of the foregoing, including without limitation, all collections or other amounts received by Seller or any Affiliate or agent of Seller.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. For the purposes of this definition, "control" means the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "common control" and "controlled" have meanings correlative to the foregoing, including, without limitation, common corporate ownership.



“Agreement” means this Account Purchase and Sale Agreement.

“Bid File” means the file provided by Seller to Purchaser describing the Accounts as of the Bid File Date.

“Bid File Date” means April 11, 2019.

“Buyback Notice” means a notice to Purchaser by Seller requesting the repurchase of a Buyback Account pursuant to Section 4.2(d).

“Collect,” “Collected,” “Collection” or any other derivative thereof means obtaining payment of an Account, which includes, without limitation, from or as a result of any permitted sale, factoring, assignment, pledge or other liquidation event of an Account.

“CPT” means Common Procedural Terminology, five-digit numeric or alphanumeric codes that represent medical procedures.

“Current Balance” means the outstanding balance of an Account as of (i) the Closing Date, or (ii) such other date expressly referenced in connection with the use of the term, including a Repurchase Account and Buyback Account as applicable, including any interest, fees or similar charges that may be accrued thereon.

“EOB” means Explanation of Benefits, a document showing how the insurer paid a claim.

“HCFA” means billing forms prepared for Health Care Financing Administration, renamed the Centers for Medicare & Medicaid Services (CMS) on June 14, 2001.

“HCPCS” means Healthcare Common Procedure Coding System, which is a condensed set of CPT codes.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, together with all implementing regulations.

“HITECH” means the Health Information Technology for Economic and Clinical Health Act, a part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) as it may be amended from time to time, together with all implementing regulations.

“ICD-10” means International Classification of Diseases, a classification used to code and classify mortality data.

“Ineligible Account” means any Account with respect to which (a) the balance, or any portion thereof, is unenforceable or it is not a valid debt, (b) the Account Obligor’s liability for payment of the Account has been released, barred, discharged or otherwise rendered unenforceable, including, without limitation, as a result of the Account being settled, satisfied, or paid-in-full, or if the self-pay portion has been rendered unenforceable or otherwise impaired due to Seller’s (i) failure to timely bill or file a claim, (ii) failure to file a timely appeal after a denial, (iii) failure to obtain certification of services, or (iv) failure to abide by any other contractual or Legal Requirements; (c) any Account Obligor is deceased or



incarcerated; (d) the Account, or any interest therein, is subject to a dispute, cease communication request, offset, counterclaim, billing error or other defense, including, without limitation, any complaint filed with the Office of Civil Rights; (e) the Account was fraudulently originated by Seller or its Affiliates or agents; (f) the Account is subject to Pending Litigation; (g) any Account Obligor is subject to a bankruptcy proceeding; (h) the representations and warranties set forth in Section 3.3 are not true and correct; (i) the Social Security Number or Federal Tax ID Number of any Account Obligor is missing, incomplete or invalid; (j) any information relating to an Account required for it to be included in the Schedule of Accounts is inaccurate, incomplete or missing; (k) the Account is subject to any capitation arrangement, fee schedule, discount formula, cost-based reimbursement or other adjustment or limitation on Seller's usual charges; (l) any Account Obligor is obligated on five (5) or more separate Accounts; (m) the Current Balance of any Account is less than \$50.00; (n) the Account resulted from an injury suffered or incurred on the premises of Seller or as a result of Seller's acts or omissions; (o) the applicable statute of limitations with respect to the Account has expired, or within one hundred eighty (180) days following of the Closing Date, will have expired; (p) the Account was originated as a result of goods or services provided during or following any type of natural disaster (e.g., Hurricane Katrina); (q) all or any portion of the Current Balance of the Account is payable by or through any governmental entity, including, without limitation, Medicare or Medicaid; or (r) the Account Obligor was a minor at the time of service and there is no other Account Obligor associated with the Account who is beyond the age of majority.

"Legal Requirements" means any applicable federal, state, local, or municipal law, ordinance, principle of common law, code, regulation, or statute.

"Pending Litigation" means a petition, complaint or other pleading has been filed, commenced, or brought by any Account Obligor or his or her representative against Seller or its third-party servicer or collection agent, or both, including, without limitation, any assertion that the claim or receivable giving rise to the Account is invalid.

"Person" means any individual, corporation, estate, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, government or any agency or political subdivision thereof or any other legal entity.

"PHI" means any protected health information, as that term is defined in HIPAA.

"Pricing Factor" means .6583 percent (.6583%).

"Purchase Price" means an amount equal to the aggregate unpaid Current Balances of the Accounts as of the Closing Date, multiplied by the Pricing Factor.

"Purchase Price Adjustment" means an amount equal to zero percent (0%) of the Purchase Price.

"Revised Schedule of Accounts" means any revised Schedule of Accounts provided to Purchaser pursuant Sections 2.2(a) and 4.2(d).



“Schedule of Accounts” means the Schedule of Accounts attached as Schedule I.

“Signature Date” means August 28, 2019.

“Third Party Payor” means any governmental entity, insurance company, health maintenance organization, professional provider organization or similar entity that provides payment for medical and related services (including, without limitation, victim reparations, county payors or third party liability).

“UB” means Uniform Billing that commonly refers to form UB-92, which is also known as Form HCFA 1450, as designed by the National Uniform Billing Committee.

“Wire Transfer Instructions” means the information necessary for transferring the Purchase Price to Seller via wire transfer as set forth on Schedule V.

## Article II

### CONVEYANCE OF ACCOUNTS

#### **Section 2.1**

#### **Conveyance of Accounts.**

(a) Transfer of Conveyed Assets. In consideration of Purchaser’s payment of the Purchase Price to Seller, Seller hereby transfers, sets over and otherwise conveys to Purchaser all right, title and interest of Seller in and to (i) the Accounts listed on the Schedule of Accounts and all monies received in respect thereto on or after the Bid File Date, (ii) to the extent applicable, any and all collateral, security interests, liens and guaranties granted to or made for the benefit of Seller to secure or otherwise assure payment of the Accounts, and (iii) the proceeds from any Account Obligor’s estate to the extent such proceeds relate to any Account (collectively, the assets listed in clauses (i) through (iii) of this Section 2.1(a) are the “Conveyed Assets”). Notwithstanding anything in this Agreement to the contrary, the Conveyed Assets do not include (A) any data or information that comprises all or a part of a patient’s “Designated Record Set” as that phrase is defined under HIPAA, which group of records will be maintained by Seller, or (B) any Account or any other asset listed in clauses (ii) through (iii) of this Section 2.1(a) that is prohibited by law to be sold, assigned or otherwise transferred, including, without limitation, under Medicare or Medicaid reassignment statutes, regulations or interpretations thereof.

(b) The Closing. The purchase and sale of the Conveyed Assets will take place on or before the fifteenth (15<sup>th</sup>) business day following the Signature Date, or at such other date as the parties hereto agree (the “Closing Date”). In consideration of the sale of the Conveyed Assets, on the Closing Date Purchaser will pay to Seller an amount equal to (i) the Purchase Price, for a total purchase price of One Hundred Thousand Dollars (\$100,000.00), less (ii) the Purchase Price Adjustment, by wire transfer of immediately available funds in accordance with the Wire Transfer Instructions.

#### **Section 2.2**

#### **Purchase Price Adjustment.**

(a) Seller agrees to (1) provide to Purchaser within thirty (30) days following the Closing Date a written report (the “Adjustment Report”) setting forth the date and amount of all monies



Seller or its permitted designees, agents, assigns and successors have Collected with respect to any Account on or after the Bid File Date (“Post-Bid File Payments”), and (2) revise the Schedule of Accounts to reflect such Post-Bid File Payments and provide Purchaser a copy of the Revised Schedule of Accounts. In the event that the Purchase Price Adjustment is greater than the aggregate Post-Bid File Payments, Purchaser will pay to Seller an amount equal to such difference within ten (10) business days of such determination. In the event that the aggregate Post-Bid File Payments is greater than the Purchase Price Adjustment, such difference will be paid to Purchaser in accordance with Section 4.1(d). Seller hereby agrees that Purchaser has the right to audit Seller’s books and records to the extent necessary to confirm the accuracy and completeness of the Adjustment Report during Seller’s normal business hours.

(b) In the event Seller or its permitted designees, agents, assigns and successors Collects any monies with respect to an Account following the Closing Date, Seller will remit such monies to Purchaser in conformity with Section 4.1(d).

**Section 2.3 Purchaser’s Right to Scrub Accounts.** Prior to Closing, Purchaser will have the right to have each and every Account proposed for sale hereunder “scrubbed” to determine whether any Account is an Ineligible Account. Any such procedures will be undertaken at Purchaser’s sole expense. Any Accounts so identified will, at Purchaser’s election, be withdrawn by Seller from the pool of Conveyed Assets.

**Section 2.4. Intentionally Omitted**

**Article III**

**REPRESENTATIONS AND WARRANTIES**

**Section 3.1 Representations and Warranties of Purchaser.** As a material inducement to Seller to enter into and perform its obligations under this Agreement, Purchaser hereby represents and warrants to Seller that the following statements contained in this Section 3.1 are true and correct as of the Signature Date and will be true and correct as of the Closing Date and each Forward Flow Sale date:

(a) Organization and Good Standing. Purchaser is duly organized and validly existing and in good standing under the laws of its state of organization, with all requisite power and authority to conduct its business as such business is currently conducted.

(b) Power and Authority. Purchaser has the power and authority to make, execute, deliver and perform this Agreement and to carry out its terms, and the execution, delivery and performance of this Agreement by Purchaser has been duly authorized by all necessary action.

(c) Binding Obligation. This Agreement, when duly executed and delivered by Purchaser, will constitute the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization



or similar laws now or hereafter in effect relating to or affecting creditors' rights generally and to general principles of equity (whether applied in a proceeding at law or in equity).

(d) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof do not materially conflict with, result in any material breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a material contravention of or a material default under, the organizational documents of Purchaser, or any indenture, agreement or other instrument to which Purchaser may be a party or by which Purchaser or any of its property is bound.

(e) No Proceedings. There are no material proceedings or investigations pending or, to Purchaser's knowledge, threatened against Purchaser before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over Purchaser or its properties (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or (iii) seeking any determination or ruling that might materially adversely affect the performance by Purchaser of its obligations under, or the validity or enforceability of, this Agreement.

(f) No Consents. Purchaser is not required to obtain the consent, license, approval, registration, authorization or declaration of, or with, any Person in connection with the execution, delivery, or performance of this Agreement that has not been obtained prior to the Closing.

(g) No Other Representations and Warranties. Except for the representations and warranties contained in this Section 3.1, notwithstanding anything to the contrary in this Agreement, Purchaser makes no other representation or warranty, either express or implied, whatsoever.

**Section 3.2 Representations and Warranties of Seller Regarding General Matters.** As a material inducement to Purchaser to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Purchaser that the following statements contained in this Section 3.2 are true and correct as of the Signature Date and will be true and correct as of the Closing Date and each Forward Flow Sale date:

(a) Organization and Good Standing. Seller is duly organized and validly existing and in good standing under the laws of its state of organization, with all requisite power and authority to conduct its business as such business is currently conducted.

(b) Power and Authority. Seller has the power and authority to make, execute, deliver and perform this Agreement and to carry out its terms; and the execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action.

(c) Binding Obligation. This Agreement, when duly executed and delivered by Seller, will constitute the legal, valid and binding obligation of Seller, enforceable against it in accordance with its



terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or similar laws now or hereafter in effect relating to or affecting creditors' rights generally and to general principles of equity (whether applied in a proceeding at law or in equity).

(d) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof do not materially conflict with, result in any material breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a material contravention of or a material default under, the organizational documents of Seller, or any indenture, agreement or other instrument to which Seller may be a party or by which Seller or any of its property is bound.

(e) No Proceedings. There are no material proceedings or investigations pending or, to Seller's knowledge, threatened against Seller before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over Seller or its properties (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or (iii) seeking any determination or ruling that might materially adversely affect the performance by Seller of its obligations under, or the validity or enforceability of, this Agreement.

(f) No Consents. Seller is not required to obtain the consent, license, approval, registration, authorization or declaration of, or with, any Person in connection with the execution, delivery, performance, validity, or enforceability of this Agreement that has not been obtained prior to the Closing.

(g) Solvency. Seller is not insolvent, nor will it be made insolvent by the transfer of the Conveyed Assets.

(h) Creditors. Seller is not selling the Conveyed Assets to Purchaser with any intent to hinder, delay or defraud any of its creditors.

(i) No Brokers or Finders. Seller has not employed, engaged or agreed to pay any investment banker, broker or finder who might be entitled to a fee or commission in connection with the transactions contemplated by this Agreement.

(j) Title. (i) Seller has good and marketable title to each Account free and clear of all claims, liens, pledges and other encumbrances, (ii) will obtain a court order approving this Agreement and the transfer of the Accounts free of all claims, liens, pledges and other encumbrances, and (iii) immediately upon transfer pursuant to this Agreement, Purchaser will acquire good and marketable title to each Account, free and clear of all claims, liens, pledges and other encumbrances. No Account has been sold, transferred, assigned or pledged by Seller other than to Purchaser pursuant to this Agreement.

**Section 3.3 Representations and Warranties of Seller Regarding the Characteristics of the Accounts.** As a material inducement to Purchaser to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Purchaser that the following statements contained in



this Section 3.3 are true and correct as of the Signature Date and will be true and correct as of the Closing Date and each Forward Flow Sale date:

(a) Characteristics of Accounts. Each Account (i) was originated in the ordinary course of its business, (ii) is a valid, binding and enforceable obligation to pay the full amount shown on the Schedule of Accounts, (iii) is not classified as a charity or indigent Account, and no Account Obligor qualifies for charity or indigent status, and (iv) is not otherwise subject to laws prohibiting transfer of the Account. The information regarding each Account in the Account Documentation is accurate and complete.

(b) Compliance with Law. The creation of each Account complied at the time it was originated or made, and on the Closing Date complies, in all material respects with all Legal Requirements. All PHI related to each Account has been handled by Seller in compliance with all requirements of HIPAA, and there are no investigations pending, threatened or currently undertaken by any federal or state authority, and no other claims, inquiries, regulatory proceedings or complaints have been made or are pending or threatened with respect to any violation of HIPAA relating to any Account.

(c) Schedule of Accounts. The balances of the Accounts set forth on the Schedule of Accounts accurately reflect the Current Balance of such Accounts as of the Closing Date and includes all receivables contained in the Bid File.

(d) No Impairment. Except for the transfer, set-over and conveyance contemplated under this Agreement, Seller has not done anything to convey any right to any Person that would result in such Person having a right to payments due under an Account.

(e) No Proceedings. There are no proceedings pending, nor to Seller's knowledge, threatened, wherein an Account Obligor or any governmental agency has alleged that an Account is illegal or unenforceable, or has asserted that fines, penalties, adjustments, refunds or damages may be payable with respect to an Account.

(f) Services or Products Provided. The services, products or other consideration underlying the Accounts have been provided and delivered and there is no requirement for any future services, products or consideration.

(g) No Third-Party Contracts. There are no contracts or agreements with third parties for the servicing or Collection of any Accounts, except with respect to Accounts that have been recalled from such third-party servicer or collection agent and as to which there are no outstanding fees, charges or other claims.

(h) Servicing. Each Account has been serviced in conformity with all Legal Requirements and in conformity with Seller's policies and procedures that are consistent with customary, prudent industry standards.



(i) No Adverse Selection. The Accounts were not selected by any adverse or intentional selection or scoring methodologies, whether by or on behalf of Seller.

(j) Cell Phones. Each cell phone number provided by Seller to Purchaser with respect to an Account was provided directly to Seller by the Account Obligor and Seller has obtained each Account Obligor's consent to deliver communications to the Account Obligor at the cell phone number provided to Purchaser for purposes of providing account information and/or debt collection using any one or more of the following: an automated telephone dialing system or device; an automatic e-mailing system; artificial or prerecorded voice calls or messages; and/or any other electronic message (voice or text based) delivered by an automatic electronic messaging system.

(k) No Other Representations and Warranties. Except for the representations and warranties contained in Section 3.2 and in this Section 3.3, notwithstanding anything to the contrary in this Agreement, Seller makes no other representation or warranty, either express or implied, whatsoever.

#### Article IV

#### COVENANTS

**Section 4.1 Covenants of Seller.** Seller covenants and agrees as follows:

(a) Other Liens or Interests. Except for the transfer, set-over and conveyance contemplated under this Agreement, Seller will not attempt to transfer, set over, convey, sell, pledge or assign to any Person, or grant, create, incur, assume or suffer to exist any lien on, or any interest in, to or under, the Conveyed Assets.

(b) Account Documents.

(i) Electronic Access. Subject to Section 4.1(b)(ii), Seller will, with respect to each Account, provide Purchaser remote access (with view-mode access only) to Seller's patient management, patient accounting and document imaging systems (collectively, the "Account Files") free-of-charge; provided, however, that the cost of any software licenses and hardware necessary for Purchaser to gain such access at the facilities of Purchaser will be borne solely by Purchaser. Seller will identify in the Account Files that the Accounts have been sold to Purchaser. Seller agrees that it will not purge any Account from its systems for a period of five (5) years from the applicable purchase date. Subject to Section 4.1(b)(ii), for each Account, the Account Files will include (A) the name of each Account Obligor, (B) any known contact information of the Account Obligor (e.g., the most current home and work addresses and phone numbers available to Seller and/or its third-party servicers or collection agents); (C) the social security number of each Account Obligor, (D) any transaction history, (E) any CPTs, EOBs, HCFAs, HCPCS, UBs, and ICD-9 codes, (F) any billing or Collection information, including collector notes from Seller's system, (G) the date of delinquency, (H) the exact rate of interest permitted or otherwise authorized by the applicable admissions documents to be assessed or charged, (I) the date(s) of service, (J) the Current Balance, (K)



payment history or records including last pay dates, (L) any repayment terms (promise to pay) or other settlement arrangements that Seller agreed to accept for Accounts including, without limitation, the amounts paid, amounts owed, and due dates, (M) the status codes and legend defining such codes, which show or otherwise identify or explain the claim, (N) whether the Account is currently placed with a agent for Collection (including their identity) or otherwise subject to an agreement for Collection, (O) the name and address of the facility where the services or goods were provided, (P) date of birth of each Account Obligor, (Q) type of service, (R) discharge status, (S) total charges, payments and adjustments for each Account, and (T) primary, secondary, tertiary insurance name, address and telephone number (collectively, the "Account Documentation").

(ii) Physical Records. To the extent any of the Account Documentation is not available electronically pursuant Section 4.1(b)(i) above, Purchaser may request such information in writing (a "Record Request") from Seller pursuant to the procedures set forth in this Section 4.1(b)(ii). Each Record Request must be submitted by Purchaser in writing to Seller. Seller or its permitted designees, agents, assigns and successors will use commercially reasonable efforts to obtain and deliver to Purchaser the requested Account Documentation set forth in each Record Request within ten (10) days after Seller's receipt of the Record Request, or earlier to the extent a shorter period of time is required by applicable law (collectively, the "Response Period"). Purchaser agrees to promptly reimburse Seller for any third party costs and expenses (properly supported by third party invoices) that Seller or its permitted designees, agents, assigns and successors incur in obtaining and delivering the requested Account Documentation pursuant to this Section 4.1(b)(ii).

(iii) Certifications. In the event Account Documentation is requested pursuant to Section 4.1(b)(ii) above, and such Account Documentation does not exist, Seller will deliver to Purchaser, within the Response Period, free-of-charge, a certification confirming such information does not exist.

(c) Class Action Lawsuits and Other Legal Proceedings. Seller will give written notice to Purchaser within five (5) days of (i) the filing of any class action lawsuit or other legal proceeding against Seller that could have a material adverse effect on any of the Accounts, or (ii) any change in an existing class action lawsuit or other legal proceeding against Seller that could have a material adverse effect on any of the Accounts, including without limitation, any settlement of such class action lawsuits or other legal proceedings.

(d) Direct Payments.

(i) From and after the Closing Date and continuing thereafter in perpetuity, Seller shall pay over and deliver to Purchaser all monies or other consideration (regardless of the form of its receipt, e.g., walk-in, lock-box, check, electronic remittance) directly or indirectly received in connection with any Account (regardless of the individual or entity making or conveying such payments or



consideration and regardless of whether the aggregate amount of such payments or consideration with respect to any Account exceeds the Current Balance of such Account as of the Closing Date with respect to such Account) on or after the Bid File Date (“Direct Payments”).

(ii) All Direct Payments are the property of Purchaser and until delivered to Purchaser shall be held by Seller in trust for Purchaser and shall not be commingled with Seller’s funds or assets.

(iii) Seller shall not receive any compensation for its receipt or delivery to Purchaser of Direct Payments.

(iv) Seller shall not refuse to accept money or other forms of payment made or offered in connection with any Account provided such money or payment is made on an unconditional basis.

(v) If any Account Obligor owes (or formerly owed) multiple debts to Seller (including debts evidenced by Accounts acquired under this Agreement) and a single payment is made to Seller by the Account Obligor for less than the total amount of all such debts, the payment shall be applied as instructed by the Account Obligor, or in the absence of such instruction, to the oldest account originated by Seller, whether such account is held by Seller or is included in the Schedule of Accounts.

(vi) On Monday of each calendar week following the Closing Date, Seller shall remit to Purchaser all Direct Payments received by Seller since the date of its last remittance of Direct Payments to Purchaser, together with an electronic report identifying, at a minimum with respect to any Direct Payment (A) the name of the patient and Account Obligor, (B) the original Account number, (C) the date the Direct Payment was received, (D) the amount of the Direct Payment, and (E) the identity of the payor or payment source (e.g., private pay or Third Party Payor). Any amount payable by Seller under this Agreement and not paid within ten (10) days from the due date will be delinquent and will bear interest at the lesser of one and one-half percent (1½%) per month or the maximum monthly rate allowed by applicable law. This Section 4.1 (d) (vi) may not be modified by course of performance between Purchaser and Seller.

(e) Business Records and Post-Closing Communications with Account Obligors. On the Closing Date, Seller will update its records to reflect that the Accounts have been sold to Purchaser pursuant to this Agreement. Seller will refer all inbound communications from Account Obligors and their applicable representatives and agents received on or after the Closing Date to Purchaser at such telephone numbers and/or addresses as Purchaser may provide to Seller for such purpose from time to time in a timely and commercially reasonable fashion.

(f) Credit Bureau Reporting. If Seller has reported information regarding any Account sold herein to any credit reporting agency, it shall within thirty (30) days of the Closing Date, report to each and every credit reporting agency to which it has previously reported such information that the Account has been sold to Purchaser.



(g) Purchaser's Right to Audit.

(i) Subject to the minimum necessary requirements imposed by HIPAA and any other Legal Requirements, Purchaser and its designees have the absolute right, during Seller's normal business hours, with prior written notice to Seller, to review, copy and audit all documents and records in Seller's possession relating to (A) the Accounts, (B) Direct Payments, (C) Seller's compliance with this Agreement, (D) confirmation of amounts shown as Current Balances, and (E) any other information as is necessary to permit Purchaser to conduct an accurate and complete audit or review of the Accounts, Direct Payments and to confirm amounts shown as Current Balances including, without limitation, any information necessary to verify, reconcile, or account for all funds paid or received in connection with the Accounts, including Direct Payments. In addition, Seller will use commercially reasonable efforts to periodically provide to Purchaser such reports relating to those items subject to audit pursuant to this Section 4.1(b)(g) as Purchaser may request.

(ii) Seller will cooperate with Purchaser in all aspects of any audit and review conducted by Purchaser in accordance with Section 4.1(g)(i), and in such connection Seller will provide, without charge, such reasonable access to its facilities, records, files, equipment and such other amenities as may be necessary to permit Purchaser to conduct an accurate and complete audit and review.

(iii) Purchaser's audit, or its failure to audit, or the right to audit, does not relieve Seller of its responsibility or obligation to comply with this Agreement, nor does Purchaser's failure to detect or the detection of, but the failure to notify Seller or require Seller's remediation of, any noncompliance constitute acceptance of such nonconformity or a waiver of Purchaser's rights.

(h) Assistance. Seller will use its commercially reasonable efforts to timely process any requests or inquiries relating to (i) an Account's enforceability, (ii) any act or omission of Seller, its employees or its agents, (iii) an individual's exercise of any right granted to the individual under HIPAA and HITECH (to the extent compliance with such provision of HITECH is then required by the Office of Civil Rights of the United States Department of Health and Human Services) and any other state-law equivalents relating to the Accounts, or (iv) if necessary, execution of pleadings, affidavits or any other documentation (or produce appropriate officers and employees as witnesses) necessary to commence, file or otherwise proceed with the filing and prosecution of liens or collection lawsuits or to submit a claim in any bankruptcy proceedings to which an Account may be subject.

**Section 4.2 Covenants of Purchaser.** Purchaser covenants and agrees as follows:

(a) Collection Procedures. Purchaser agrees to abide by all of the terms, conditions and obligations set forth on Schedule II.

(b) HIPAA and HITECH Compliance. By virtue of the terms of this Agreement, Purchaser will become a "Business Associate" of Seller as defined in HIPAA and will come into possession of PHI.



Purchaser agrees to maintain the security and confidentiality of PHI as required by Legal Requirements, including HIPAA and the regulations promulgated thereunder. Seller and Purchaser have entered into a Business Associate Agreement for purposes of HIPAA and HITECH compliance.

(c) Government Access to Records. At Seller's request, Purchaser agrees to promptly make available its policies, books and records related to the use and disclosure of PHI to the Secretary of the U.S. Department of Health and Human Services, or his or her designee, for the purpose of determining whether Purchaser and Seller are in compliance with HIPAA requirements.

(d) Buyback Accounts. Except for Accounts that have already settled, Purchaser or its permitted designees, agents, assigns and successors will, at the option of Seller, upon receiving the Buyback Notice from Seller, return to Seller any Account that: (i) based on events or facts occurring prior to the Closing Date, is or becomes involved in pending or threatened litigation against Seller including arbitration or any other legal or quasi-legal proceeding, or (ii) based on events or facts occurring prior to the Closing Date, forms the basis of a claim against Seller, an Affiliate, or permitted assigns or successors, officers, directors, employees, or agents of Seller (each, a "Buyback Account"). The purchase price of any Buyback Account will be an amount equal to the Current Balance of the Buyback Account on the date of Purchaser's receipt of the Buyback Notice, multiplied by the Pricing Factor (the "Buyback Price"). Additionally, Seller agrees to reimburse Purchaser for any out-of-pocket costs and expenses (properly supported by third-party invoices), including reasonable legal fees, in connection with any litigation that a Purchaser has filed in connection with a Buyback Account, which Seller will pay to Purchaser on the Repurchase Date. Notwithstanding the repurchase of any Buyback Account, Seller agrees that Purchaser will be entitled to retain or receive from Seller, as the case may be, all moneys or other consideration (regardless of the form of its receipt, e.g., walk-in, lock-box, check, electronic remittance) directly or indirectly received by either Seller or Purchaser in connection with any Buyback Account (regardless of the individual or entity making or conveying such payments or consideration and regardless of whether the aggregate amount of such payments or consideration with respect to any Account exceeds the Current Balance of such Account as of the Closing Date with respect to such Account), regardless of whether such receipt is prior to, on or after the Repurchase Date. The repurchase of any Buyback Account will occur on the fifteenth (15<sup>th</sup>) day following the date Purchaser receives the Buyback Notice, or such other date mutually agreed upon by Seller and Purchaser (the "Repurchase Date"). Purchaser and Seller each agree to cooperate with the other and to use commercially reasonable efforts in effecting any repurchase of a Buyback Account on the Repurchase Date. In the event Seller repurchases a Buyback Account pursuant to this Section 4.2(d), Seller will revise the Schedule of Accounts to reflect such repurchase and provide Purchaser a copy of the Revised Schedule of Accounts.



**Section 4.3 Mutual Covenants.** Seller and Purchaser each covenant and agree as follows:

(a) Confidentiality. The existence of this Agreement, the terms hereof, and any information disclosed to a party hereto under the terms of this Agreement will remain confidential and will not be disclosed by the receiving party(s) without the written consent of the disclosing party(s), except to the extent such disclosure is required to be made under any Legal Requirement, or as may be required to effect the purposes of this Agreement.

(b) Acting as a Witness. If any legal or equitable action is filed by or on behalf of any party(s) hereto to Collect on an Account which requests or subpoenas an officer or employee of another party(s) hereto to appear at a trial, hearing or deposition to testify, said filing party(s) will reimburse the other party(s) for their officer's or employee's reasonable out-of-pocket expenses incurred in connection therewith.

(c) Cooperation. Purchaser and Seller each agree to reasonably cooperate with the each other as may be required for a party to this Agreement to comply with any healthcare, debt collection and credit reporting Legal Requirements.

**Article V**

**CLOSING**

**Section 5.1 Seller's Obligations.**

(a) Documents to be Delivered at Closing. At Closing, Seller will deliver to Purchaser:

- (i) an executed copy of the Bill of Sale, substantially in the form attached as **Schedule III** (the "Bill of Sale"); and
- (ii) any and all other documents that are needed by Purchaser to effect the sale and transfer of the Accounts and which are within the custody and control of Seller.

(b) UCC Filing. Seller hereby authorizes Purchaser to record and file, at Purchaser's own expense, any UCC Financing Statements necessary or appropriate to reflect the sale, transfer, assignment and conveyance of the Conveyed Assets pursuant to this Agreement.

**Section 5.2 Purchaser's Obligations.** At Closing, Purchaser will pay to Seller an amount equal to (i) the Purchase Price, less (ii) the Purchase Price Adjustment, as set forth in Section 2.1(b).

**Article VI**

**INDEMNIFICATION**

**Section 6.1 Indemnification of Seller.**

(a) Third Party Claims. Purchaser agrees to indemnify, defend and hold Seller, and its parents, Affiliates, subsidiaries, predecessors, officers, directors, employees, agents, and permitted successors and assigns (collectively, the "Seller Indemnitees"), harmless from and against all losses, judgments, damages, expenses, interest or other costs (including reasonable attorney fees and consequential, punitive or other



special damages) (collectively, "Losses") in connection with any action, claim, suit or proceeding (collectively, "Claims") by third parties to which any of Seller Indemnitees are subjected that arise out of, or are attributable to, (i) the failure of any representation or warranty made by Purchaser in this Agreement to be true and correct as of the Signature Date or as of the Closing Date, (ii) any breach by Purchaser or its permitted designees, agents, assigns and successors (collectively, the "Purchaser Members") of any of Purchaser's covenants or agreements contained in this Agreement, including, without limitation, those covenants and agreements set forth on **Schedule II**, or (iii) any assignment, enforcement, Collection, servicing or administration of an Account by a Purchaser Member after the Closing Date.

(b) First Party Claims. Purchaser agrees to indemnify, defend and hold Seller Indemnitees harmless from and against all Losses (provided that no Seller Indemnitees will be entitled to consequential, punitive or other special damages in connection with a first party claim) that arise out of, or are attributable to, (i) the failure of any representation or warranty made by Purchaser in this Agreement to be true and correct as of the Signature Date or as of the Closing Date, or (ii) any breach by a Purchaser Member of any of Purchaser's covenants or agreements contained in this Agreement, including without limitation, those covenants and agreements set forth on **Schedule II**.

(c) Assumption of Defense. Notwithstanding the provisions set forth in this Section 6.1 to the contrary, at its option, Purchaser will have the right to assume the defense, in a manner and with counsel reasonably acceptable to Seller, of any Claims for which Seller Indemnitees are entitled to indemnification under this Section 6.1 and to directly pay for all Losses that may be imposed in connection therewith.

**Section 6.2 Indemnification of Purchaser.**

(a) Third Party Claims. Seller agrees to indemnify, defend and hold Purchaser and its parents, Affiliates, subsidiaries, predecessors, officers, directors, employees, agents, and permitted successors and assigns (collectively, the "Purchaser Indemnitees"), harmless from and against all Losses in connection with any Claim by third parties to which any of Purchaser Indemnitees are subjected that arise out of, or are attributable to, (i) the failure of any representation or warranty made by Seller in this Agreement to be true and correct as of the Signature Date or as of the Closing Date, (ii) any breach by Seller or its permitted designees, agents, assigns and successors (collectively, the "Selling Members") of any of Seller's covenants or agreements contained in this Agreement, or (iii) any assignment, enforcement, Collection, servicing or administration of an Account by a Selling Member before the Closing Date.

(b) First Party Claims. Seller agrees to indemnify, defend and hold Purchaser Indemnitees harmless from and against all Losses (provided that no Purchaser Indemnitees will be entitled to consequential, punitive or other special damages in connection with a first party claim) that arise out of, or are attributable to, (i) the failure of any representation or warranty set forth in Section 3.2 made by Seller to be true and correct as of the Signature Date or as of the Closing Date, (ii) any breach by a Selling Member



of any of Seller's covenants or agreements contained in this Agreement, or (iii) any assignment, enforcement, Collection, servicing or administration of an Account by a Selling Member before the Closing Date.

(c) Assumption of Defense. Notwithstanding the provisions set forth in this Section 6.2 to the contrary, at its option, Seller will have the right to assume the defense, in a manner and with counsel reasonably acceptable to Purchaser, of any Claims for which Purchaser Indemnitees are entitled to indemnification under this Section 6.2 and to directly pay for all Losses that may be imposed in connection therewith.

**Section 6.3 Notice.** Promptly after discovery, the indemnified party will notify the indemnifying party of any Claim or threatened Claim. Failure to give such notice to an indemnifying party will not affect any indemnification hereunder except to the extent that such failure adversely affects the indemnifying party's ability to defend such Claim or increase the indemnifiable Loss relating to such Claim.

**Section 6.4 Procedures.** If the indemnifying party elects to assume the defense of any Claim as permitted by Sections 6.1 and 6.2, as the case may be, the indemnifying party will select defense counsel that is reasonably acceptable to the indemnified parties and will bear all expenses in connection with the defense and settlement of any Claim. In such event, the indemnified parties will have the right, at their own expense, to participate in the defense of any Claim against which they are indemnified and that has been assumed by the indemnifying party. In the defense of any Claim, the indemnifying party must not, except with the written consent of the indemnified parties (such consent not to be unreasonably withheld, conditioned or delayed), consent to entry of any judgment or enter into any settlement that either: (a) does not include, as an unconditional term, the grant by the claimant to the indemnified parties of a full release of all liabilities in respect of Claims; or (b) otherwise adversely affects the rights of the indemnified parties. The indemnified parties will cooperate with the indemnifying parties in every reasonable way to facilitate the defense and settlement of any Claim.

**Section 6.5 Survival of Covenants, Agreements, Representations and Warranties.** Each covenant, agreement, representation and warranty made in this Agreement will survive the Closing Date in perpetuity..

## Article VII

### INELIGIBLE AND NO-VALUE ACCOUNTS

**Section 7.1 Purchaser's Tender of Ineligible Accounts.**

(a) Without limiting Purchaser's rights to exercise any other remedies or recourse available to it, whether at law, equity or pursuant to this Agreement, Purchaser may elect to return Accounts to Seller that are Ineligible Accounts.



(b) To exercise its rights under this Section 7.1, Purchaser may from time to time provide Seller with a report identifying the Accounts that are Ineligible Accounts (each such report, an “Ineligible Account Report”).

(c) Seller shall repurchase any Ineligible Account identified by Purchaser on an Ineligible Account Report (a “Repurchase Account”) in consideration for the Repurchase Price. The repurchase of any Ineligible Accounts shall occur within ten (10) days of Seller’s receipt of any Ineligible Account Report from Purchaser. Upon payment of the Repurchase Price for each Repurchase Account, Purchaser will assign back to Seller, without recourse or representation or warranty, all Repurchase Accounts. Purchaser and Seller each agree to cooperate with each other, and to use commercially reasonable efforts, in effecting any repurchase of a Repurchase Account.

(d) Repurchase Price. The purchase price of a Repurchase Account will be an amount equal to the Current Balance of the Repurchase Account, multiplied by the Pricing Factor (the “Repurchase Price”).

**Section 7.2 No-Value Accounts.**

(a) If Accounts transferred on the Closing Date with aggregate Current Balances in an amount equal to more than five percent (5%) of the Purchase Price have been settled, paid-in-full, or otherwise compromised prior to the Bid File Date (all such settled, paid-in-full or otherwise compromised Accounts are referred to as “No-Value Accounts”), Seller (without limiting any other rights or remedies available to Purchaser, whether at law, equity or pursuant to this Agreement) shall report and remit to Purchaser all of the amounts actually collected or received by Seller or its agents with respect to all No-Value Accounts.

(b) Any amounts owed to Purchaser for No-Value Accounts will be (i) reported to Purchaser immediately after discovery by Seller, and (ii) paid to Purchaser in accordance with Section 4.1(d).

(c) The right to obtain all funds paid or received in connection with No-Value Accounts does not limit or otherwise impair Purchaser’s right under Section 7.1 to require the repurchase of each No-Value Account.

**Article VIII**

**MISCELLANEOUS PROVISIONS**

**Section 8.1 Binding Effect/Entire Agreement/Amendment.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement, including the schedules hereto, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged and incorporated herein. No representations, warranties and/or covenants have been made by either party to the other except as expressly set forth herein. Any schedules to this Agreement are incorporated by reference into and made a part of this Agreement for



all purposes. This Agreement may not be amended, supplemented or modified without the prior written consent of Purchaser and Seller.

**Section 8.2 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, each of which will remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to any party.

**Section 8.3 Waivers.** No party will be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by such party and then only to the extent specifically recited. No failure to exercise and no delay or omission in exercising any right, remedy or recourse on the part of any party will operate or be deemed as a waiver of such right, remedy or recourse hereunder or preclude any other or further exercise thereof. A waiver or release on any one occasion will not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse on any subsequent occasion. All rights and remedies of each party, whether pursuant to this Agreement, or any other document or instrument delivered in connection therewith, are cumulative and concurrent and may be exercised singly, successively or concurrently at the sole discretion of such party and may be exercised as often as occasion therefor may exist.

**Section 8.4 Notices.** All demands, notices and communications under this Agreement must be in writing, personally delivered, sent via overnight delivery service, or mailed by certified mail, return receipt requested, and will be deemed to have been duly given upon receipt to:

- (a) Purchaser:  
Capio Funding, LLC  
P.O. Box 27740  
Las Vegas, NV 89126  
With copy to  
Capio Partners, LLC  
1745 North Brown Road, Ste. 450  
Lawrenceville, GA 30043
- (b) Seller:  
MyLab DFW, LLC  
580 Commerce Street, Suite 150  
Southlake, TX 76092

or, as to each of the foregoing, at such other address as is designated by written notice to the other party.



**Section 8.5 No Third-Party Beneficiaries.** Each provision of this Agreement confers rights and remedies upon only, and is for the sole and exclusive benefit of, Seller and Purchaser. No other Person has any rights or remedies, or is a direct or indirect beneficiary of, or will have any direct or indirect cause of action or claim in connection with, this Agreement, and none of the provisions of this Agreement will be deemed to be for the benefit of (or enforceable by) any other Person; provided, however, that Article VI will inure to the benefit of any indemnified parties pursuant to Article VI.

**Section 8.6 Assignment.** Neither Purchaser nor Seller may assign or transfer any of their respective rights and obligations pursuant to this Agreement (by operation of law or otherwise) to any other Person without the other parties' representative's written consent; provided, however, that (a) Purchaser may assign its rights and obligations pursuant to this Agreement to (i) an Affiliate, (ii) one or more of the third parties set forth on Schedule IV, and (iii) upon Seller's prior written consent, which consent may not be unreasonably withheld or delayed, any other third party, (b) Purchaser or its assignees may pledge, as security, its rights in the Conveyed Assets and its rights under this Agreement to any entity (and its successors, assigns or Affiliates) which may be providing funding or financing to Purchaser or its assignee, (c) Purchaser or its assignee may resell or reassign any Conveyed Asset to (i) an Affiliate, (ii) one or more of the third parties set forth on Schedule IV, and (iii) upon Seller's prior written consent, which consent may not be unreasonably withheld or delayed, any other third party, and (d) Purchaser or its assignee may resell or reassign any Conveyed Asset if any Account Obligor thereon is deceased or subject to a bankruptcy proceeding. Nothing in this Agreement will prevent Purchaser from engaging one or more third parties to provide Collection and any related services in connection with the ownership or Collection of the Accounts.

**Section 8.7 Headings and Cross-References.** The various headings in this Agreement are included for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. References in this Agreement to articles, sections or schedules are to such Articles, Sections and Schedules of this Agreement.

**Section 8.8 Governing Law.** THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER OR THEREUNDER WILL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

**Section 8.9 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, including facsimile transmissions thereof, but all of which together will constitute one and the same instrument.

**Section 8.10 Expenses.** Except as otherwise expressly provided in this Agreement, Seller and Purchaser will each bear their own respective out-of-pocket expenses, including fees and disbursements of



its attorneys and any other agents or representatives in connection with the transactions contemplated by this Agreement.

**Section 8.11 Relationship.** Nothing in this Agreement is intended to or will be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and no party will have the right or authority to act for or on behalf of the other with respect to any matter.

**Section 8.12 Drafting.** Neither this Agreement nor any provision contained in this Agreement may be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Agreement or such provision.

**Section 8.13 Attorneys' Fees.** Should Seller or Purchaser retain counsel for the purpose of enforcing or preventing breach of any provision of this Agreement, including, but not limited to, instituting any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations under this Agreement or for any other judicial remedy, then, if the matter is settled by judicial determination or arbitration, the prevailing party (whether at trial, on appeal, or arbitration) shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all reasonable costs and expenses incurred, including, but not limited to, reasonable attorneys' fees and costs for services rendered to the prevailing party.

[Signature page follows]

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

**SELLER**

MYLAB DFW, LLC

By:  \_\_\_\_\_

Name: Lanny Wilkinson

Title: Manager

**PURCHASER**

CAPIO FUNDING, LLC

By: Capio Asset Holdings, LLC, its Manager

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Schedule I**

**SCHEDULE OF ACCOUNTS**

The 13,300 Accounts with an aggregate Current Balance of \$15,191,219.31 identified by Purchaser in the Acknowledgement of Purchased Accounts contained in the Excel Workbook and sent via encrypted electronic mail or FTP to Seller on or before the Closing Date, verifiable by MD5 Message-Digest Algorithm, and which may be reproduced by Purchaser or Purchaser's Assignee as necessary to confirm purchase.



**Schedule II**

**COLLECTION PROCEDURES AND OTHER ITEMS**

1. Purchaser acknowledges that by purchasing the Conveyed Assets pursuant to this Agreement, PURCHASER IS HEREBY AGREEING TO HONOR AND ABIDE BY ALL OF THE TERMS, CONDITIONS, COMMITMENTS AND AGREEMENTS SET FORTH BELOW:

- Purchaser agrees to treat each Account Obligor fairly and with respect.
- Purchaser agrees to honor and abide by any payment schedule Seller has agreed to with an Account Obligor with respect to an Account prior to the Closing Date. Any such payment schedules will be set forth in the Accounts Documentation.

2. After the Closing Date, Seller may provide one or more of the Account Obligors written or oral notice that his, her or its Account has been transferred to Purchaser at the Account Obligor's last known address.

3. Without limiting any other provision in this Agreement or this **Schedule II**, Purchaser hereby agrees to comply with all Legal Requirements applicable to healthcare, debt collection and credit reporting, including without limitation, HIPAA, the U.S. Bankruptcy Code, the federal Debt Collection Practices Act, the federal Consumer Credit Protection Act, and the federal Fair Credit Reporting Act.

4. Purchaser agrees to only pursue Collection lawsuits in connection with Accounts where (A) the scoring attributes (as developed by Purchaser or its Affiliates) or circumstances associated with an Account Obligor indicate an ability to pay, or (B) the resources or assets of an Account Obligor demonstrate a likelihood of payment.

5. Purchaser will (a) promptly forward to Seller, and Seller will be responsible for handling in a timely manner pursuant to its policy and procedures and all Legal Requirements, any and all requests (a "Request") received by Purchaser from a patient concerning the patient's rights under HIPAA or similar state or local law, and (b) use commercially reasonable efforts to assist Seller in promptly complying with any Request.

6. Purchaser may engage one or more of the third parties set forth on **Schedule VI** to provide Collection and any related services in connection with the ownership or Collection of the Accounts. From time to time Purchaser may engage other third parties to provide such services and will notify Seller of any such engagement.

**Schedule III**

**BILL OF SALE**

**[attached]**



**CERTIFICATION OF ACCOUNT PURCHASE AND SALE AGREEMENT AND BILL OF SALE**

- I. **Name and Date.** The following Account Purchase and Sale Agreement (the "Purchase Agreement") is the subject of this Certification of Account Purchase and Sale Agreement and Bill of Sale:

"The Purchase Agreement, dated the 28<sup>th</sup> day of August, 2019"

The Purchase Agreement currently exists and is in full force and effect.

- II. **Seller, Purchaser & Assignee.** Seller (referred to herein as the "Seller") and Purchaser (referred to herein as the "Purchaser") of the Purchase Agreement are:

Seller: MyLab DFW, LLC

Purchaser: Capio Funding, LLC

The Purchase Agreement is assigned to and managed by (referred to herein as the "Assignee"): CF Medical, LLC.

- III. **Powers of Assignee.** The Assignee of the Purchase Agreement is authorized to liquidate, settle, compromise, adjust, bring and defend legal proceedings, and do and perform all other acts as may be necessary or appropriate in connection with any of the foregoing. All powers of the Assignee, as Assignee of Purchaser, are fully set forth in the Purchase Agreement.

- IV. **Bill of Sale.** This Bill of Sale is made and delivered pursuant to, and subject to the terms of, the Purchase Agreement, of even date herewith, by and among Seller and Purchaser. Capitalized terms not otherwise defined in this Bill of Sale will have the meanings given to such terms in the Purchase Agreement.

1. Seller hereby absolutely transfers, sets over and otherwise conveys to Purchaser, all right, title, and interest in and to the Conveyed Assets, as described in the Purchase Agreement and as set forth on Schedule I of the Purchase Agreement.
2. This Bill of Sale will be effective as of the Closing Date.
3. Seller hereto agrees to execute any and all documents and to perform such other acts as may be necessary to further the purposes of this Bill of Sale and the transactions contemplated by the Purchase Agreement and this Bill of Sale.

- V. **Manner In Which Title Should Be Taken.** The full legal name of the Assignee for purposes of obtaining judgments, holding title of judgments, liquidating, settling, compromising, adjusting, bringing and defending legal proceedings, and performing all other acts as may be necessary or appropriate in connection with any of the foregoing is:

"CF Medical, LLC"

- VI. **Attestation.** The signatories of this Certification of Account Purchase and Sale Agreement and Bill of Sale attest to the validity, completeness, and confidentiality of the Purchase Agreement and declare that the foregoing statements are true and correct.

**VIII. Validity of Copies.** A copy of this Certification of Purchase & Sale Agreement and Bill of Sale shall be just as valid as the original.

IN WITNESS WHEREOF, Seller has caused this Certification of Purchase & Sale Agreement and Bill of Sale to be executed by its respective duly authorized officer as of the date and year first above written.

**SELLER**

MYLAB DFW, LLC

By: 

Name: Lanny Wilkinson

Title: Manager

**EXHIBIT "A"**

**Schedule IV**

**PERMITTED ASSIGNEES/TRANSFEREES**

CF MEDICAL, LLC, a Nevada limited liability company

**EXHIBIT "A"**



Schedule V

WIRE TRANSFER INSTRUCTIONS

Bank Name: \_\_\_\_\_ Simmons Bank \_\_\_\_\_

Bank Branch Address: 2050 Hall Johnson Road, Grapevine, TX 76051

ABA Number: \_\_\_\_\_ 082900423 \_\_\_\_\_

Account Name: \_\_\_\_\_ MyLab DFW \_\_\_\_\_

Account Holder's Address: 580 Commerce Street, Suite 150, Southlake, TX 76092

Account Number: \_\_\_\_\_ 000133049185 \_\_\_\_\_

**Schedule VI**

**THIRD-PARTY SERVICERS**

CAPIO PARTNERS, LLC, a Texas limited liability company

ASSETCARE, LLC, a Texas limited liability company

THE LAW OFFICES OF MITCHELL D. BLUHM & ASSOCIATES, LLC, a Georgia limited liability company



**SCHEDULE 2.4**

**FORWARD FLOW PRICING FACTOR**

**BALANCE AFTER INSURANCE**

		Current Balance of Account	
		Less than or equal to \$ _____	Greater than \$ _____
Age of Account	Less than or equal to ___ Months	_____ %	_____ %
	Greater ___ Months	_____ %	_____ %

**SELF-PAY**

		Current Balance of Account	
		Less than or equal to \$ _____	Greater than \$ _____
Age of Account	Less than or equal to ___ Months	_____ %	_____ %
	Greater ___ Months	_____ %	_____ %

Label Matrix for local noticing  
0539-4  
Case 19-42920-mxm11  
Northern District of Texas  
Ft. Worth  
Fri Sep 6 17:44:19 CDT 2019

Beckman Coulter, Inc.  
c/o Kirk B. Burkley  
707 Grant Street  
Suite 2200  
Pittsburgh, PA 15219-1945

Grapevine-Colleyville ISD  
c/o Perdue Brandon Fielder et al  
500 E Border Street  
Suite 640  
Arlington, TX 76010-7457

MyLabDFW, LLC  
580 Commerce St 150  
Southlake, TX 76092-9193

Tarrant County  
Linebarger Goggan Blair & Sampson, LLP  
c/o Laurie A. Spindler  
2777 N. Stemmons Fwy Suite 1000  
Dallas, TX 75207-2328

501 W. Tenth Street  
Fort Worth, TX 76102-3637

AACC  
Po Box 759230  
Baltimore, MD 21275-9230

AT&T  
Po Box 6463  
Carol Stream, IL 60197-6463

AUDIT MicroControls, Inc  
Po Box 3369  
Eatonton, GA 31024-3369

Action Shred of Texas, LLC  
1420 S Barry Ave  
Dallas, TX 75223-3019

Airgas USA, LLC  
2615 Joe Field Rd  
Dallas, TX 75229-4602

Andwin Scientific  
Po Box 689  
Woodland Hills, CA 91365-0689

Athena Health  
Po Box 415615  
Boston, MA 02241-5615

Atmos Energy  
Po Box 790311  
Saint Louis, MO 63179-0311

Barnett & Garcia, PLLC  
3821 Juniper Trce Ste 108  
Austin, TX 78738-5514

Beckman Coulter, Inc.  
250 S. Kraemer Blvd - D1.NW.03  
Brea, CA 92821-6232

Beckman Coulter, Inc.  
250 South Kraemer Blvd  
Po Box 8000  
Brea, CA 92822-8000

Bio-Rad Laboratories, Inc.  
1000 Alfred Nobel Dr., Mailstop 1-130  
Hercules, CA 94547-1811

Blue Cross Blue Shield  
Po Box 731428  
Dallas, TX 75373-1428

Boyce Bynum Pathology Laboratories  
Po Box 7406  
Columbia, MO 65205-7406

Brown & Fortunato  
905 Fillmore, Suite 400  
Po Box 9418  
Amarillo, TX 79105-9418

Brown Pruitt Wambsgans Ferrill & Dean PC  
201 Main St Ste 801  
Fort Worth, TX 76102-3121

Cardinal Health  
Po Box 730112  
Dallas, TX 75373-0112

Cerilliant  
811 Paloma Dr Ste A  
Round Rock, TX 78665-2402

Clearview Diagnostics, LLC  
c/o Sbaiti & Company PLLC  
1201 Elm St Ste 4010  
Dallas, TX 75270-2171

Corduro Health  
580 Commerce St  
Southlake, TX 76092-9155

Corduro Services LLC  
580 Commerce St Ste 150  
Southlake, TX 76092-9193

Corduro, Inc.  
580 Commerce St Ste 150  
Southlake, TX 76092-9193

Corporation Service Company  
Po Box 2576  
Springfield, IL 62708-2576

Dearborn National  
1020 31st St  
Downers Grove, IL 60515-5591



725 Commerce St Ste 120  
Southlake, TX 76092-7539

Evoqua Water Technologies  
10 Technology Drive  
Lowell, MA 01851-2728

Fedex  
Po Box 660481  
Dallas, TX 75266-0481

Fisher Healthcare  
Attn: Kevin Cedano  
300 Industry Dr  
Pittsburgh, PA 15275-1001

Fisher Healthcare  
PO Box 404705  
Atlanta, GA 30384-4705

Fox Business Funding  
36 Ne 1st St  
Miami, FL 33132-2403

Fox Capital Group, Inc.  
c/o Zachter PLLC  
2 University Plaza  
Suite 205  
Hackensack, NJ 07601-6211

Frontier  
Po Box 740407  
Cincinnati, OH 45274-0407

Gary Reed  
1300 Post Oak Blvd Ste 2000  
Houston, TX 77056-8000

Grapevine Chamber of Commerce  
200 Vine St  
Grapevine, TX 76051-5593

Grapevine-Colleyville ISD  
c/o Perdue Brandon Fielder et al  
500 East Border Street, Suite 640  
Arlington, TX 76010-7457

Grapevine-Colleyville Tax Office  
3072 Mustang Dr  
Grapevine, TX 76051-5901

Green Mountain  
Po Box 328  
Houston, TX 77001-0328

Harris Care Tracker  
33115 Collection Center Drive  
Chicago, IL 60693-0001

Hatter & Associates  
1300 S University Dr Ste 620  
Fort Worth, TX 76107-5766

Health Assure by AlSCO  
1340 E Berry St  
Fort Worth, TX 76119-3003

Henry Schein  
135 Duryea Rd  
Melville, NY 11747-3834

IPFS  
2777 Allen Pkwy Ste 500  
Houston, TX 77019-2194

Inhealth Diagnostics LLC  
17742 Preston Rd  
Dallas, TX 75252-6204

Innoval Global Solutions  
17000 Dallas Pkwy Ste 204  
Dallas, TX 75248-1940

Integrated Lab Solutions, Inc.  
580 Commerce St Ste 150  
Southlake, TX 76092-9193

Jaguar Logistics Inc.  
12000 Ford Rd Ste 130  
Dallas, TX 75234-8135

James A. Bourland, Ph. D.  
256 Mirafiel Ln  
Austin, TX 78737-4677

Maine Standards  
221 Us Route 1  
Cumb Foreside, ME 04110-1345

Medical Office Systems  
Po Box 3457  
Little Rock, AR 72203-3457

Mercedes Medical  
Po Box 850001  
Orlando, FL 32885-0123

Mettler Toledo LLC  
Po Box 730867  
Dallas, TX 75373-0867

Munck Wilson Mandala LLP  
600 Banner Place  
12770 Coit Rd  
Dallas, TX 75251-1336

NextGen Healthcare  
18111 Von Karman Ave Ste 800  
Irvine, CA 92612-7111

Origin Bank  
P.O. Box 1325  
Ruston, LA 71273-1325

Paychex  
1175 John St  
W Henrietta, NY 14586-9199

Peak Scientific-Nitrogen Generator  
19 Sterling Rd Ste 1  
N Billerica, MA 01862-2524

Philadelphia Insurance Companies  
1 Bala Plz Ste 100  
Bala Cynwyd, PA 19004-1498

Pyxant Labs  
4720 Forge Rd Ste 108  
Colorado Spgs, CO 80907-3549

QMP RX, LLC  
c/o Sbaiti & Company PLLC  
1201 Elm St Ste 4010  
Dallas, TX 75270-2171

Rapid Refill  
2150 W Northwest Hwy Ste 120  
Grapevine, TX 76051-6993

RedAway  
1230 Exchange Dr  
Richardson, TX 75081-2313

Robert Johnson  
4304 Orchard Gate Dr  
Plano, TX 75024-7293

Robert Ziegler  
450 Southlake Park Rd E  
Southlake, TX 76092-2509

SCITECK Diagnostics  
PO Box 562  
Arden, NC 28704-0562

Siemens  
3090 Premiere Pkwy Ste 600  
Duluth, GA 30097-8916

Smart Delivery Service, Inc.  
754 Port America Pl Ste 300  
Grapevine, TX 76051-7621

Southlake Flex Properties  
Po Box 609  
Colleyville, TX 76034-0609

Southwest Airlines Cargo  
Po Box 97390  
Dallas, TX 75397-0001

Stericycle  
Po Box 6575  
Carol Stream, IL 60197-6575

SurScan, Inc.  
2030 G Ave Ste 1102  
Plano, TX 75074-5565

Sync.com  
105-155 Gordon Baker Rd.  
Toronto, Canada M2H 3N5

System American, Inc.  
28241 Network Pl  
Chicago, IL 60673-1282

(p)T MOBILE  
C O AMERICAN INFOSOURCE LP  
4515 N SANTA FE AVE  
OKLAHOMA CITY OK 73118-7901

Tarrant County  
Linebarger, Goggan, Blair & Sampson, LLP  
c/o Laurie A. Spindler  
2777 N. Stemmons Freeway Suite 1000  
Dallas, TX 75207-2328

Tarrant County Tax Office  
c/o Linebarger, Goggan, Blair  
100 Throckmorton St  
Fort Worth, TX 76102-2833

Tecan  
Po Box 1608  
Baldwin Park, CA 91706-7608

The First National Bank of McGregor  
c/o The Harris Firm, P.C.  
5050 West Lovers Lane  
Dallas, TX 75209-3166

Thermo Fisher  
Po Box 404705  
Atlanta, GA 30384-4705

Thompson Reuters  
Po Box 417175  
Boston, MA 02241-7175

(p)US BANK  
PO BOX 5229  
CINCINNATI OH 45201-5229

ULINE  
Po Box 88741  
Chicago, IL 60680-1741

United States Trustee  
1100 Commerce Street  
Room 976  
Dallas, TX 75242-0996

Verizon  
Po Box 4001  
Acworth, GA 30101-9002

Walter Hatter  
3212 Tanglewood Trl  
Fort Worth, TX 76109-2014



Waters Corporation  
Dept. Ch 14373  
Palatine, IL 60055-4373

Waters Technologies Corporation  
34 Maple St  
Milford, MA 01757-3696

Robert Thomas DeMarco  
DeMarco-Mitchell, PLLC  
1255 W. 15th St., Ste 805  
Plano, TX 75075-7225

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

T-Mobile  
Po Box 660252  
Dallas, TX 75266-0252

U.S. Bank National Association  
Bankruptcy Department  
PO Box 108  
St. Louis MO 63166-0108

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Origin Bank

(u)The First National Bank of McGregor

End of Label Matrix	
Mailable recipients	92
Bypassed recipients	2
Total	94

Label Matrix for local noticing

Integrated Lab Solutions, Inc.

501 W. Tenth Street

0539-4

580 Commerce St Ste 150

Fort Worth, TX 76102-3637

Case 19-42921-elm11

Southlake, TX 76092-9193

Northern District of Texas

Ft. Worth

Fri Sep 6 17:45:01 CDT 2019

AIRGAS USA LLC

Alex K. Stefanowicz

Brown &amp; Fortunato

110 West 7th Street

548 Mobley Way Ct.

905 Fillmore, Suite 400

Suite 1400

Coppell, TX 75019-3984

Po Box 9418

Tulsa, OK 74119-1077

Amarillo, TX 79105-9418

Brown Pruitt Wambsgans Ferrill &amp; Dean PC

Corduro Health

Corduro Merchant Services, LLC

201 Main St Ste 801

580 Commerce St

580 Commerce Street 150

Fort Worth, TX 76102-3121

Southlake, TX 76092-9155

Southlake, TX 76092-9193

Corduro Services LLC

Corduro, Inc.

(p)DELL FINANCIAL SERVICES

580 Commerce St Ste 150

580 Commerce St Ste 150

P O BOX 81577

Southlake, TX 76092-9193

Southlake, TX 76092-9193

AUSTIN TX 78708-1577

Evoqua Water Technologies LLC

First National Bank of McGregor

Fox Business Funding

10 Technology Drive

401 S Main

36 Ne 1st St

Lowell, MA 01851-2728

27000 W Hwy 84

Miami, FL 33132-2403

Po Box 387

Moody, TX 76557-0387

Fox Capital Group, Inc.

Frates Insurance &amp; Risk Management

HomeBank Texas

c/o Zachter PLLC

13439 Broadway Ext

3637 N Buckner Blvd

2 University Plaza

Oklahoma City, OK 73114-2256

Dallas, TX 75228-5609

Suite 205

Hackensack, NJ 07601-6211

IPFS Coporation

Murphy, Manon, Keffler, Farrier, LLP

MyLabDFW, LLC

3000 RDU Center Drive 100

505 Pecan St Ste 201

580 Commerce St

Morrisville, NC 27560-7643

Fort Worth, TX 76102-4061

Southlake, TX 76092-9155

PayChex

Philadelphia Insurance Company

Robert Ziegler

8605 Freeport Parkway 100

Po Box 70251

450 Southlake Park Rd E

Irving, TX 75063-2588

Philadelphia, PA 19176-0251

Southlake, TX 76092-2509

TNB

United States Trustee

VSP

401 Main Street

1100 Commerce Street

3333 Quality Dr

Po Box 387

Room 976

Rncho Cordova, CA 95670-7985

Mc Gregor, TX 76657-0387

Dallas, TX 75242-0996

Walter Hatter

Weaver Johnston &amp; Nelson, LLC

Robert Thomas DeMarco

3212 Tanglewood Trl

10440 N Central Expy Ste 1400

DeMarco-Mitchell, PLLC

Fort Worth, TX 76109-2014

Dallas, TX 75231-2235

1255 W. 15th St., Ste 805

Plano, TX 75075-7225



The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Dell Financial Services  
Payment Processing Center  
Po Box 5275  
Carol Stream, IL 60197-5275

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)The First National Bank of McGregor	End of Label Matrix	
	Mailable recipients	29
	Bypassed recipients	1
	Total	30