



SO ORDERED,

A handwritten signature in blue ink that reads "Neil P. Olack".

Judge Neil P. Olack
United States Bankruptcy Judge
Date Signed: August 4, 2017

The Order of the Court is set forth below. The docket reflects the date entered.

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI

IN RE:

PIONEER HEALTH SERVICES, INC.¹
DEBTOR

NO. 16-01119-NPO
CHAPTER 11

**ORDER GRANTING MOTION TO SELL SUBSTANTIALLY ALL OF
THE ASSETS OWNED BY PIONEER HEALTH SERVICES OF MONROE
COUNTY, INC. FREE AND CLEAR OF LIENS, CLAIMS
AND INTERESTS, WITH LIENS ATTACHING TO PROCEEDS
OF SALE, OUTSIDE THE ORDINARY COURSE OF BUSINESS**

THIS CAUSE having come on for hearing on June 23, 2017 at 9:00 a.m. (the "Sale Hearing")
on the *Motion to Sell Substantially All of the Assets Owned by Pioneer Health Services of Early
County, LLC and Pioneer Health Services of Monroe County, Inc., Free and Clear of Liens, Claims
and Interests, with Liens Attaching to Proceeds of Sale, Outside the Ordinary Course of Business*

¹ On April 6, 2016, the bankruptcy cases of *Pioneer Health Services of Patrick County, Inc.*, No. 16-01120-NPO; *Pioneer Health Services of Newton County, LLC*, No. 16-01121-NPO; *Pioneer Health Services of Stokes County, Inc.*, No. 16-01122-NPO; *Pioneer Health Services of Choctaw County, LLC*, No. 16-01123-NPO; *Pioneer Health Services of Oneida, LLC*, No. 16-01124-NPO; and *Pioneer Health Services of Monroe County, Inc.*, No. 16-01125-NPO were administratively consolidated into the bankruptcy case of *Pioneer Health Services, Inc.*, No. 16-01119-NPO. Debtor *Pioneer Health Services of Early County, LLC*, No. 16-01243-NPO, filed its Chapter 11 bankruptcy case on April 8, 2016, and was administratively consolidated into the "main" case of *Pioneer Health Services, Inc.*, No. 16-01119-NPO, on April 15, 2016. Debtor *Medicomp, Inc.*, No. 16-01126, filed its Chapter 11 bankruptcy case on March 30, 2016, and was administratively consolidated into the "main" case of *Pioneer Health Services, Inc.*, No. 16-01119-NPO, on June 29, 2016. All of these cases are hereinafter referred to collectively as "the Debtor".

(the “Sale Motion”) [DK #1893] filed herein by Pioneer Health Services, Inc. (the “Movant”, “PHS” or the “Debtor”), and the responses and/or objections thereto of the University of Mississippi Medical Center (“UMMC”) [DK #1940], the United States Trustee (“UST”) [DK #1955], Kingsbridge Holdings, LLC (“Kingsbridge”) [DK #1972], Leasing Innovations, Inc. (“Leasing Innovations”) [DK #1973], Med One Capital Funding, LLC (“Med One”) [DK #1977], GE-HFS, LLC (“GE”) [DK #1980], United States of America, Department of Health and Human Services (“DHHS”) [DK #1981], UnitedHealthcare Insurance Company (“United”) [DK #1983], Leasing Innovations, Inc. (“Leasing Innovations”) [DK #1984], Commercial Loan Investment IV, LLC (“CLI”) [DK #1985], and the Georgia Department of Community Health (“GDCH”) [DK #2021], and Cigna Health and Life Insurance Company (“Cigna”)² [DK #2073-2076] (all such responses and/or objections are referred to collectively as the “Objections”), and the Court having heard arguments in support of, and in opposition to, the Sale Motion, it is hereby:

FOUND, CONCLUDED, AND DETERMINED THAT:³

A. On March 30, 2016 (the “Petition Date”), PHS, Pioneer Health Services of Monroe County, Inc. (“Monroe”), and Pioneer Health Services of Early County, LLC (“Early”), inter alia, initiated the above-captioned jointly administered chapter 11 cases by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. Since the Petition Date, Early and Monroe

² Cigna did not object to the Sale Motion, but it did object to a related motion to assume and assign payor contracts [DK #2012]. Its objection thereto appears at DK #2074. It is noted here as an accommodation to Cigna.

³ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent 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.

have remained in possession of their properties and have continued to operate their businesses as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

B. This Court has jurisdiction of the Sale Motion, the subject matter herein and the parties hereto pursuant to 28 U.S.C. §§ 157 and 1334, 11 U.S.C. §§ 105, 363, 365, 503, 507, 1107, related statutes, related rules and various orders of reference. This is a core proceeding under 28 U.S.C. § 157.

C. Notice and a hearing on the Sale Motion were adequate and appropriate under the circumstances.

D. Early operates the hospital and related facilities at Early County and has operated it continuously since its acquisition. Despite implementing a range of strategic initiatives, Early has not generated the kind of income and cash flow necessary to justify its exit strategy as being one capable of confirmation of an “internal” plan of reorganization, especially given its current debt structure. After Early failed to significantly increase profitability post-petition, the Debtor made the decision to try to sell Early as the exit strategy for that particular hospital and related assets.

E. Monroe operates the hospital and related facilities at Monroe County and has operated it continuously since its acquisition. Despite implementing a range of strategic initiatives, Monroe has not generated the kind of income and cash flow necessary to justify its exit strategy as being one capable of confirmation of an “internal” plan of reorganization, especially given its current debt structure. After Monroe failed to significantly increase profitability post-petition, the Debtor made the decision to try to sell Monroe as the exit strategy for that particular hospital and related assets.

F. SOLIC Capital Advisors (“SOLIC”), upon being retained as Debtor’s financial advisor on July 1, 2016, began compiling an electronic data room for Early and Monroe containing historical operating, financial, legal and regulatory facility and related information. SOLIC granted data room access to a number of parties expressing initial interest in acquiring Early’s and/or Monroe’s assets. SOLIC has received numerous expressions of interest, a letter of intent and it has conducted extensive negotiations and discussions with various interested parties for the sale of Early’s assets, for the sale of Monroe assets, and for the sale of the combined assets of the Early and Monroe entities. SOLIC received an asset purchase agreement for the purchase of Early’s assets from Lifebrite Hospital Group of Early, LLC (“Lifebrite of Early”) dated as of March 24, 2017, a copy of which was attached, incorporated by reference and marked as **Exhibit “A”** to the Sale Motion, as well as an asset purchase agreement for the purchase of Monroe’s assets from Lifebrite Hospital Group of Aberdeen, LLC (“Lifebrite of Aberdeen”) also dated as of March 24, 2017, a copy of which was attached, incorporated by reference and marked as **Exhibit “B”** to the Sale Motion. Additionally, disclosure schedules related to the Early transaction were also prepared by Early and Lifebrite of Early, and a copy of the disclosure schedules was attached, incorporated by reference and marked as **Exhibit “C”** to the Sale Motion. Additionally, disclosure schedules related to the Monroe transaction were also prepared by Monroe and Lifebrite of Aberdeen, and a copy of those disclosure schedules was attached, incorporated by reference and marked as **Exhibit “D”** to the Sale Motion.

G. The Lifebrite of Early and the Lifebrite of Aberdeen proposals represented the highest and best bids received by SOLIC, with the Movant, Lifebrite of Early and Lifebrite of Aberdeen in mutual agreement on the terms of the asset purchase agreements attached to the Sale

Motion. The Lifebrite of Early and Lifebrite of Aberdeen proposals represented, at the time, the best opportunities for the Early and Monroe facilities to continue to operate and to preserve their going concern value, to retain employment of as many employees as possible and to generate the greatest return to all creditors and parties in interest of Early and Monroe.

H. As required by the Lifebrite of Early and Lifebrite of Aberdeen agreements, the Debtor filed, prosecuted, and obtained approval of a *Motion, Pursuant to Bankruptcy Code Sections 105(A), 363, 365, 503 and 507, Bankruptcy Rules 2002, 3007, 6004, 6006, 9007 and 9014 for Entry of (I) Order Approving Bidding Procedures and Stalking Horse in Connection with Sales of Assets of Debtor, (II) Approving Form and Manner of Notice, (III) Scheduling Auction and Sale Hearing and (IV) Granting Related Relief [Pioneer Health Services of Early County, LLC & Pioneer Health Services of Monroe County, Inc.] [DK #1832]* (the “Bid Procedures Motion”) seeking approval of Lifebrite of Early and Lifebrite of Aberdeen as “stalking horses”, approving bidding procedures, scheduling an auction and sales hearings and related matters. On April 24, 2017, the Court entered an Agreed Order [DK #1888] granting the Bid Procedures Motion (the “Bid Procedures Order”). A form of order substantially similar to the Bid Procedures Order was attached, incorporated by reference and marked as Exhibit “E” to the Sale Motion.

I. The Bid Procedures Order scheduled the Sale Motion for hearing on June 23, 2017, at 9:00 a.m., scheduled an auction of the assets of Early and Monroe for 1:30 p.m. on June 22, 2017 at the United States Bankruptcy Court, Southern District of Mississippi, 501 E. Court Street, Jackson, MS 39201, and established certain deadlines for the filing of overbids, sale objections, and related matters.

J. The Bid Procedures Order not only approved and established bid procedures in connection with the sale of the assets of Early and Monroe, it also established Lifebrite of Early and Lifebrite of Aberdeen as the “Stalking Horse Bidder” in connection with the transactions that were contemplated by and between the Debtor and Lifebrite of Early and Lifebrite of Aberdeen as set forth in the asset purchase agreements, which were Exhibits “A” and “B” to the Sale Motion. These asset purchase agreements established the terms and conditions of the contemplated sales from the Debtor to Lifebrite of Early and Lifebrite of Aberdeen. After the Bid Procedures Order was entered, Debtor received an offer for the assets of Monroe from an entity called Boa Vida Hospital of Aberdeen, MS, LLC (“Boa Vida Aberdeen”). As used in this Order, the term “APA” shall mean that certain Asset Purchase Agreement by and among Monroe and Boa Vida Aberdeen, as amended from time to time, and as amended by this Order (a copy of the APA is attached to this Order as Exhibit “A”), and as supplemented by the listing of executory contracts and unexpired leases to be assumed and assigned to Boa Vida Aberdeen, a copy of which is attached and marked as Exhibit “B” (and Exhibit B will also be an exhibit to each order specifically authorizing assumption and assignment of executory contracts and unexpired leases).

K. All interested bidders who desired to extend an offer for the Early and/or Monroe assets, were afforded that opportunity by submitting a qualified bid for the assets by the Bid Deadline of May 23, 2017 established under the Bid Procedures Order.

L. As demonstrated by (i) the testimony and other evidence proffered or adduced during the Sale Hearing; and (ii) the representations of counsel made on the record during the Sale Hearing, the Debtor has conducted the sale process in compliance with the Bid Procedures

Order, a reasonable opportunity has been given to any interested party to make a higher and better offer for the assets of Early and Monroe, and the Sale Hearing was duly noticed.

M. The sale of Early's and Monroe's Assets⁴ as contemplated by the Sale Motion, the APA, and the Bid Procedures Order will maximize the value of the assets for the benefit of the bankruptcy estate and all stakeholders.

N. Subsequent to the approval of the Bid Procedures Order, the Debtor received offers from Boa Vida Hospital of Blakely, GA, LLC ("Boa Vida Blakely") and Boa Vida Hospital of Aberdeen, MS, LLC ("Boa Vida Aberdeen") for the purchase of Early's and Monroe's assets, respectively. Boa Vida Blakely's and Boa Vida Aberdeen's respective offers were determined to be Qualified Bids under the Bid Procedures Order. Further, the Qualified Bids of Boa Vida Blakely and Boa Vida Aberdeen were deemed to be higher and better bids than the Stalking Horse Bids of Lifebrite of Early and Lifebrite of Aberdeen.

O. Greg Hagood, on behalf of the Debtor, conducted the auction of the sale of the Early and Monroe assets on June 22, 2017 at 1:30 p.m. at the United States Bankruptcy Court, Southern District of Mississippi, 501 E. Court Street, Jackson, MS 39201 (the "Auction"). The Qualified Bids of Boa Vida Blakely and Boa Vida Aberdeen were announced as the highest and best bids to "open" the bidding. Thereafter, the Early and Monroe assets were offered in various lots. When the Auction was closed, the Debtor, Mr. Hagood on behalf of SOLIC, the Committee, Capital One, National Association, and the IRS concluded that the Boa Vida Aberdeen bid for the Monroe assets, including a cash payment of \$600,000, was the highest and best bid for the Monroe assets, and the Lifebrite of Early bid, which was increased by \$50,000

⁴ Defined terms in the APA are incorporated here by reference.

during the Auction for a cash payment of \$900,000 (plus a cash payment of \$148,000 towards liability owed to GDCH as described in paragraph 12 below), was the highest and best bid for the Early assets. The Early transaction and the approval of the sale of the Early assets to Lifebrite of Early is subject to a pending Motion to Compel Settlement [DK #2183]. The remaining provisions of this Order relate to the approval of the sale of the Monroe assets to Boa Vida Aberdeen.

P. The Court finds that Boa Vida Aberdeen has bid, negotiated, and purchased the assets in good faith, and it is, accordingly, a good faith purchaser as contemplated under 11 U.S.C. § 363(m). There was no collusion as to the sale of assets of Monroe to Boa Vida Aberdeen. All parties waive any stays, if they exist, as set forth in the Bankruptcy Rules so the sale of the assets of Monroe may close as soon as possible.

Q. The consideration provided by Boa Vida Aberdeen pursuant to the APA (i) is fair and reasonable, (ii) is the highest and best offer for the Monroe assets, (iii) will provide a greater recovery to Monroe's bankruptcy estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state (including but without limitation the State of Mississippi), territory, possession, or the District of Columbia.

R. A prompt sale of the Monroe assets is necessary to enable Monroe to realize good value for its assets. The terms and conditions set forth in the Sale Motion, the APA, and in the Bid Procedures Order, are fair and equitable to all interested purchasers and Monroe, and thus reflect a transaction that has ultimately resulted in a successful sale of the Monroe assets.

S. Monroe established a sound business purpose for the sale of the Monroe assets outside the ordinary course of business in order to preserve the value of its assets for the Monroe

bankruptcy estate, and all of its creditors and parties-in-interest.

T. Since the Debtor and creditors have agreed, through the entry of a number of prior orders, including the Bid Procedures Order in this instance, that substantially all of the assets of the Debtor entities must be sold, a business justification exists for the sale of the Monroe assets.

U. As a further assurance of value, the offer of Boa Vida Aberdeen for the Monroe assets was tested through the Auction consistent with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and in accordance with the Bid Procedures Order. The Monroe assets were exposed to the market through the marketing efforts of SOLIC, the Bidding Procedures Order, and the Auction.

V. A number of objections were filed in response to the Sale Motion:

- (a) Kingsbridge filed a Limited Objection to the Motion to Sell Substantially All of the Assets Owned by Pioneer Health Services of of Early County, LLC and Pioneer Health Services of Monroe County, Inc. Free and Clear of Liens, Claims and Interests on May 19, 2017 (the “Kingsbridge Limited Objection”) (DK #1972).
- (b) UMMC filed an Objection to Motion to Sell on May 9, 2017 (the “UMMC Objection”) (DK #1940).
- (c) Leasing Innovations filed an Objection of Leasing Innovations, Inc. to Debtor’s Motion to Approve § 363 Sales of Substantially All of the Assets of Pioneer Health Services of Early County, LLC and Pioneer Health Services

of Monroe County, Inc. (DK #1973)⁵ and an Amended Objection of Leasing Innovations, Inc. to Debtor's Motion to Approve § 363 Sales of Substantially All of the Assets of Pioneer Health Services of Early County, LLC and Pioneer Health Services of Monroe County, Inc. on May 22, 2017 (the "Leasing Innovations Objection") (DK #1984).

- (d) Med One filed a Limited Response of Med One Capital Funding, LLC and Notice to Prospective Bidders and all Parties in Interest Concerning the Exclusion of Med One Capital Funding, LLC Property and Interests from Sale of Assets Relating to Pioneer Health Services of Early County, LLC and Pioneer Health Services of Monroe County, Inc. on May 22, 2017 (the "Med One Limited Response") (DK #1977).
- (e) GE HFS, LLC filed a Limited and Cautionary Objection to Motion to Sell on May 22, 2017 (the "GE Limited Objection") (DK #1980).
- (f) DHHS filed a Limited Objection of the United States of America, on Behalf of the United States Department of Health and Human Services, to Debtors' Motion to Sell Assets of the Early County and Monroe County Debtors on May 22, 2017 (the "DHHS Objection") (DK #1981).
- (g) United filed a Limited Objection to Motion to Sell Substantially All of the

⁵ The title to DK #1973 correctly states it is an objection to the Sale Motion. However, the introductory paragraph indicates it is an objection to a prior *Motion, Pursuant to Bankruptcy Code Sections 105(a), 363, 365, 503 and 507, Bankruptcy Rules 2002, 3007, 6004, 6006, 9007 and 9014 for Entry of (I) Order Approving Bidding Procedures and Stalking Horse in Connection with Sales of Assets of Debtor, (II) Approving Form and Manner of Notice, (III) Scheduling Auction and Sale Hearing and (IV) Granting Related Relief [Pioneer Health Services of Early County, LLC & Pioneer Health Services of Monroe County, Inc.]*. It is treated as an objection to the Sale Motion.

Assets Owned by Pioneer Health Services of Early County, LLC and Pioneer Health Services of Monroe County, Inc., Free and Clear of Liens, Claims and Interests, with Liens Attaching to Proceeds of Sale, Outside the Ordinary Course of Business on May 22, 2017 (the “United Objection”) (DK #1983).

- (h) CLI filed a Precautionary Objection of Commercial Loan Investment IV, LLC to Debtor’s Motion to Sell Substantially all of the Assets Owned by Pioneer Health Services of Early County, LLC and Pioneer Health Services of Monroe County, Inc., Free and Clear of Liens, Claims and Interests, with Liens Attaching to Proceeds of Sale, Outside the Ordinary Course of Business on May 22, 2017 (the “CLI Objection”) (DK #1985).
- (i) GDCH filed an Amended Limited Objection to Debtor’s Motions to Sell Assets of the Early County Debtor on May 26, 2017 (the “GDCH Objection”) (DK #2021).
- (j) Cigna HealthCare of Georgia, Inc. has filed the following Objections: *Objection of Cigna to First Omnibus Motion for Authority to Assume, and to Assign, Executory Contracts Referred to as Payor Contracts [Monroe]* [D.I. No. 2073]; and *Objection of Cigna to First Omnibus Motion for Authority to Assume, and to Assign, Executory Contracts Referred to as Payor Contracts to Boa Vida Hospital of Aberdeen, MS, LLC [Monroe]* [D.I. No. 2074] (jointly, “Cigna Objections”). As noted in Footnote 2, Cigna is included herein as an accommodation since it did not file an objection to the Sale Motion.

(k) The UST filed a United States Trustee's Response to Debtors' Motion to Sell Substantially all of the Assets Owned by Pioneer Health Services of Early County, LLC and Pioneer Health Services of Monroe County, Inc., Free and Clear of Liens, Claims and Interests, with Liens Attaching to Proceeds of Sale, Outside the Ordinary Court of Business on May 16, 2017 (the "UST Response") (DK #1955).

W. One or more of the tests of section 363(f) of the Bankruptcy Code are satisfied with respect to the transfer of the Monroe assets to Boa Vida Aberdeen free and clear of all liens, claims (as such term is defined under Section 101(5) of the Bankruptcy Code), interests, and encumbrances (collectively, the "Liens") pursuant to the APA. In particular, section 363(f)(2) of the Bankruptcy Code has been satisfied because each of the parties holding or asserting Liens on the Monroe assets, if any, have consented to the sale of the Monroe assets in connection with the transactions proposed under the APA and as set forth under this Order.

X. The Debtor has represented to the Court that it provided notice of the proposed sale to all known creditors and parties in interest that may have asserted Liens relating to the assets against Monroe, including trade creditors, contract counterparties, lenders, and other parties known to Monroe to be asserting claims relating to the Monroe assets.

Y. These Chapter 11 cases were filed in good faith. The sale process has also been conducted in good faith and at arm's length. The Court is satisfied that (a) Boa Vida Aberdeen engaged in arm's length negotiations with Monroe and did not exert control or undue influence over the Debtor, (b) Boa Vida Aberdeen is a completely and wholly unrelated entity to Monroe, (c) Boa Vida Aberdeen does not, and will not, share any common incorporators, officers,

directors, or stockholders with Monroe, and (d) Boa Vida Aberdeen is not an insider of Monroe.

Z. Neither Monroe nor Boa Vida Aberdeen has engaged in any conduct that would cause or permit the APA to be invalidated or avoided under 11 U.S.C. § 363(n).

AA. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion is granted subject to the provisions of this Order, and the APA executed by Monroe and Boa Vida Aberdeen as amended (Exhibit “A” hereto) is hereby approved, subject to the other provisions of this Order.

2. Except as set forth in sub-paragraphs (a)-(k) below, any objection to the Sale Motion, to the extent not resolved, waived or withdrawn or previously overruled, and all reservations of rights included therein, is hereby OVERRULED and DENIED on the merits. The terms and conditions of the resolution of specific objections are set forth below:

(a) The Kingsbridge Objection as to Early has been resolved and that resolution is reflected in the Order approving the sale of the Early assets. The Kingsbridge Objection is referenced here as an accommodation since its objection involves the contemplated Early transaction.

(b) The UMMC Objection is resolved by Monroe’s rejection of all UMMC’s executory contracts. UMMC shall reserve its right to certain rejection damage claims against Monroe, if any, and Monroe reserves the right to

object to such rejection damage claims.

- (c) The Leasing Innovations Objection is resolved, as follows: PHS consented to the modification of the automatic stay provisions of 11 U.S.C. § 362 with respect to any collateral of Leasing Innovations at any Debtor or non-Debtor location to allow Leasing Innovations to recover such property except for the property identified in Exhibit "A" to the Order lifting the automatic stay on behalf of Leasing Innovations [DK #2417] (the "Carved Out Assets"). No property leased or financed by Leasing Innovations, including the Carved Out Assets, is included among the Purchased Assets (as defined in the APA).
- (d) The Med One Limited Response is resolved by PHS's agreement that none of the property or collateral of Med One is included in the sale of the Monroe assets or is otherwise a Purchased Asset (as defined in the APA).
- (e) The GE Limited Objection is resolved as follows: Without regard to the description of assets being sold which is listed in the Motion to Sell (Dkt. #1893) at Exhibit "D," [Purchased Assets Lacking Good and Marketable title] at page 48 (page 51 of 62 of Dkt #1836-6), GE HFS, LLC's Brightspeed Elite 16 CT is not an asset included in this sale order. The only assets being sold to Boa Vida Aberdeen related to the BrightSpeed Elite 16 CT are any mechanics lien type claims of Pioneer Health Services, Inc. or of Pioneer Health Services of Monroe County d/b/a Pioneer Community Hospital of Aberdeen which may have arisen from repairs or additions to the BrightSpeed Elite 16 CT in November and December, 2016.

- (f) The DHHS Objection is resolved by (i) the agreements which were introduced as government exhibits at the Sale Hearing and which are attached hereto as collective **Annex B**, and (ii) the statements of counsel for DHHS and the Committee at the Sale Hearing that DHHS shall have no further claim against Monroe or Monroe's bankruptcy estate. The DHHS claim and settlement amounts set forth in Annex B differ from the DHHS claim and settlement amounts in the APA (see Footnote 1 thereof). The DHHS claim and settlement amounts set forth in Annex B control over the DHHS claim and settlement amounts in the APA. As a result, this Order (and Annex B) amend Footnote 1 of the APA accordingly.
- (g) The United Objection is resolved as follows: the Debtor shall assume, and assign, to Boa Vida Aberdeen (i) that certain Facility Participation Agreement by and between United and its affiliates, and the Debtor, with an effective date of January 1, 2013 (the "FPA"), and (ii) that certain Medical Group Participation Agreement by and between United and its affiliates, and the Debtor dated on or about November 30, 2009 (the "MGPA" and together with the FPA, the "United Agreements"), with United agreeing to accept \$8,788.81 as the entire cost of curing the alleged default in connection with the United Agreements (recouped from post-closing receivables pursuant to United's typical recovery procedures) but no remaining unsecured claim in favor of United in the Monroe Chapter 11 case. Debtors shall continue to perform and meet all obligations accruing under the United Agreements

through the Closing Date, and all obligations accruing under the United Agreements from June 15, 2017, up to the Closing Date shall pass through and survive assumption and assignment so that nothing in this Order or 11 U.S.C. § 365 shall affect United's right of recovery against the Debtors under the United Agreements for any overpayments related to healthcare claims with dates of service from June 15, 2017, up to the Closing Date, or any defenses with respect thereto.

- (h) The CLI Objection is resolved as follows: the collateral of CLI, exclusively as referenced and noted in CLI's Proof of Claim 57-1, is included in the sale of the Monroe assets as Purchased Assets, and Boa Vida Aberdeen shall pay to CLI the sum of \$10,000.00 at closing in satisfaction of any and all claims of CLI against Boa Vida Aberdeen or Monroe or its bankruptcy estate relating in any way to such Purchased Assets.
- (i) The GDCH Objection is subject to the pending Motion to Compel Settlement [DK #2183].
- (j) The Cigna Objections are resolved as follows:
 - a. Notwithstanding anything to the contrary in this Order, or in any Order or Notice filed in connection with the Monroe Sale, the Hospital Services Agreement, between Cigna and Pioneer Health Services of Monroe County, Inc., effective 5/15/13 ("Cigna Agreement") shall be assumed and assigned to Boa Vida Aberdeen as of the Effective Date of Closing.

- b. The cure costs due on account of such assumption shall be \$3,840.16. Debtors shall continue to perform and meet all obligations accruing under the Cigna Agreement through the Closing Date, and all obligations accruing under the Cigna Agreement from June 15, 2017, up to the Closing Date shall pass through and survive assumption and assignment so that nothing in this Order or 11 USC §365 shall affect Cigna's rights of recovery against the Debtors under the Cigna Agreement for any overpayments related to healthcare claims with dates of service from June 15, 2017, up to the Closing Date, or any defenses with respect thereto.
- c. On or before July 30, 2017, Boa Vida Aberdeen shall provide the following to Cigna: (i) the tax ID, NPI number, location and billing addresses for the entity that will operate the Hospital on and after the Effective Date of Closing; (ii) a completed and executed form W-9 with the name and TIN of the entity that will operate the Hospital on and after the Effective Date of Closing; and (iii) notification as to whether the entity that will operate the Hospital on and after the Effective Date of Closing will or will not need a new Medicare Certificate.
- d. Boa Vida Aberdeen has represented to this Court that, after the Effective Date of Closing, the Hospital will perform the same services that the Debtors historically performed at the Hospital.

- e. Cigna, Boa Vida Aberdeen and the Debtors shall cooperate and execute and deliver any instruments, consents or other documents that may be required to effectuate the assignment of the Cigna Agreement to Boa Vida Aberdeen in accordance with this Order.
- (k) The UST Response is resolved by the following:
 - (a) The sale, and/or transfer, of property containing personally identifiable information shall be consistent with those procedures currently in place by the Debtor regarding the transfer of personally identifiable information in accordance with 11 U.S.C. § 363(b)(1)(A).
 - (b) Any proceeds from the sale of the Assets shall be placed in a segregated, United States Trustee authorized debtor-in-possession account, and such proceeds shall not be disbursed until further order of the Court. Any new debtor-in-possession account shall be subject to the United States Trustee's Chapter 11 Operating Guidelines and Reporting Requirements ("OGRR-11").
 - (c) After the sale of the Assets closes, pursuant to Fed. R. Bankr. P. 6004(f)(1), the Debtor shall file on the Court docket a Report of Sale with a copy of the settlement statement.

3. Any holder of a Lien also will be adequately protected by having its Lien, if any, attach to the proceeds received by Monroe for the sale of the assets to Boa Vida Aberdeen, in the same order of priority, with the same validity, force, and effect that such creditor has prior to such sale, subject to any claims and defenses that Monroe and its bankruptcy estate may possess

with respect thereto. Accordingly, pursuant to section 363(f) of the Bankruptcy Code, this Order authorizes the sale of the Monroe assets to Boa Vida Aberdeen, free and clear of any such Liens.

4. To the greatest extent permitted by law, Boa Vida Aberdeen is not liable for any of Monroe's liabilities as successor in interest or otherwise, except for such liabilities that Boa Vida Aberdeen has expressly assumed under the APA or expressly provided for in this Order. To the greatest extent permitted by law, any claims of Debtor's creditors shall be directed to the proceeds of the sale of the Monroe assets and shall not be directed against Boa Vida Aberdeen.

5. To the greatest extent permitted by law, Boa Vida Aberdeen shall have no liability or responsibility for any liability or other obligation of Monroe arising under or related to the Monroe assets, and shall have no obligations arising out of or related to the Excluded Assets, any Excluded Contract, or Excluded Liabilities or for any other liability or other obligation of Monroe. To the greatest extent permitted by law, without limiting the generality of the foregoing, and except as otherwise specifically provided in this Order and in the APA, Boa Vida Aberdeen shall not be liable for any Liens in or against Monroe or any of its predecessors or affiliates, and Boa Vida Aberdeen shall have no successor or vicarious liabilities of any kind or character including, but not limited to, any theory of antitrust, environmental, tort, successor or transferee liability, professional malpractice liability, labor law, employment or employee benefits law, de facto merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereinafter arising, whether fixed or contingent, with respect to Monroe or any obligations of Monroe arising prior to the Closing, including but not limited to, liabilities on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the ownership, control or operation of the assets prior to the Closing or the

ownership, control or operation of the Excluded Assets, any Excluded Contract, and Excluded Liabilities prior to or after the Closing.

6. To the greatest extent permitted by law, the sale, transfer, assignment and delivery of the Monroe assets shall not be subject to any Liens, and any such Liens of any kind or nature whatsoever shall remain with, and continue to be obligations of, Monroe. To the greatest extent permitted by law, all persons holding Liens against or in Monroe, the Monroe assets, the Excluded Assets or the Excluded Liabilities of any kind or nature whatsoever (including, but not limited to, Monroe and/or its respective successors, including any trustees thereof, creditors, employees, unions, former employees and shareholders, administrative agencies, governmental units, secretaries of state, federal, state and local officials, maintaining any authority relating to any environmental, health and safety laws, and its respective successors or assigns) shall be, and hereby are, forever barred and estopped from asserting, prosecuting, or otherwise pursuing such Liens of any kind or nature whatsoever against Boa Vida Aberdeen, its property, its successors and assigns, or the assets, as an alleged successor or otherwise, with respect to any Lien of any kind or nature whatsoever such person or entity had, has, or may have against or in Monroe, Monroe's bankruptcy estate, its respective officers, directors, shareholders, the assets, the Excluded Assets, any Excluded Contract or the Excluded Liabilities. To the greatest extent permitted by law, following the Closing, no holder of a Lien in or against Monroe shall interfere with Boa Vida Aberdeen's title to or use and enjoyment of the Monroe assets based on or related to such Lien, or any actions that Monroe may take in its Chapter 11 case.

7. To the greatest extent permitted by law, nothing contained in the APA or this Order (i) shall be deemed to sell, transfer, assign, or convey the Excluded Assets (as provided in

the APA) to Boa Vida Aberdeen and Monroe shall retain all right, title and interest to, in and under the Excluded Assets or (ii) shall be deemed to be an assumption by Boa Vida Aberdeen of the Excluded Liabilities (as provided by the APA).

8. Boa Vida Aberdeen, as the Bidder approved by the Court to purchase the Monroe assets is entitled to the full protections of section 363(m) of the Bankruptcy Code.

9. The Debtor, through Scott Phillips, its Chief Restructuring Officer, is authorized to execute such deeds, bills of sale or related documents, which are reasonably necessary to consummate and close the sale of the Monroe assets that are being sold under the APA.

10. If any person or entity that has filed financing statements, mortgages, mechanic's liens, maritime liens, lis pendens, or other documents or agreements evidencing Liens in the Monroe assets has not delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens which the person or entity has with respect to the Monroe assets, then (a) Monroe is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the assets and (b) Boa Vida Aberdeen is hereby authorized to file, register, or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of all Liens in the assets of any kind or nature whatsoever.

11. To the greatest extent permitted by law, each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents, instruments, and permits necessary and appropriate to consummate the transactions contemplated by the APA.

12. At Closing (as such term is defined in the APA), Boa Vida Aberdeen is directed to pay the Purchase Price and any other consideration then due under the APA to Monroe.

13. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, the APA, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the assets to Boa Vida Aberdeen, (b) compel delivery of the Purchase Price or performance of other obligations owed by or to the Debtor, (c) resolve any disputes arising under or related to the APA and any and all ancillary agreements related to such APA and (d) interpret, implement and enforce the provisions of this Order.

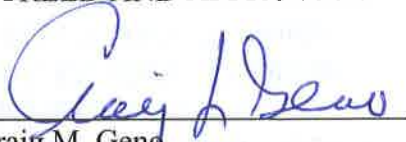
14. The reference in the APA (third paragraph of the first page thereof) to case number 16-01126, is in error as that is the case number for the Medicomp, Inc., Chapter 11 case. Accordingly, the APA is amended by this Order to reflect the case number of Pioneer Health Services of Monroe County, Inc. which is 16-01125.

15. The Closing Date of the sale transaction contemplated by this Order is hereby extended through and including August 31, 2017.

16. This is a final judgment as contemplated by the applicable Bankruptcy Rules.

END OF ORDER

AGREED AND APPROVED:


Craig M. Geno
Attorney for the Debtor

/s/ R. Michael Bolen [WITH PERMISSION]
R. Michael Bolen
Attorney for the University of Mississippi
Medical Center

/s/ Christopher J. Steiskal [WITH PERMISSION]
Christopher J. Steiskal, Sr.
Office of the United States Trustee

/s/ Eileen N. Shaffer [WITH PERMISSION]
Eileen N. Shaffer
Attorney for Kingsbridge Holdings, LLC
Attorney for Leasing Innovations, Inc.

/s/ Derek A. Henderson [WITH PERMISSION]
Derek A. Henderson
Attorney for Med One Capital Funding, LLC

/s/ William R. Armstrong, Jr. [WITH PERMISSION]
William R. Armstrong, Jr.
Attorney for GE-HFS, LLC

/s/ Jeffrey C. Wisler [WITH PERMISSION]
Jeffrey C. Wisler
Jim F. Spencer, Jr.
Attorneys for Cigna Health and Life Insurance
Company

/s/ Brian I. Swett [WITH PERMISSION]
Brian I. Swett
Attorney for Capital One

/s/ Patrick O. Gray [WITH PERMISSION]
Patrick O. Gray
Attorney for Commercial Loan Investment
IV, LLC

/s/ Douglas C. Noble [WITH PERMISSION]
Douglas C. Noble
Attorney for UnitedHealthcare Insurance
Company

/s/ Whitney Groff [WITH PERMISSION]
Whitney Groff
Attorney for the Georgia Department of
Community Health

/s/ David N. Usry [WITH PERMISSION]
David N. Usry
Attorney for the United States of America
on behalf of the United States Department of
Health and Human Services

/s/ Robert Dozier [WITH PERMISSION]
Robert Dozier
Attorney for the United States

/s/ Darryl S. Laddin [WITH PERMISSION]
Darryl S. Laddin
Attorney for the Official Committee of
Unsecured Creditors

/s/ James W. O'Mara [WITH PERMISSION]
James W. O'Mara
Attorney for Boa Vida Hospital of Blakely,
GA, LLC and Boa Vida Hospital of
Aberdeen, MS, LLC

SUBMITTED BY:

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Jarret P. Nichols; MSB No. 99426
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jnichols@cmgenolaw.com

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Motion for Monroe Revised 8-3-17.wpd

Asset Purchase Agreement

by and among

Pioneer Health Services of Monroe County, Inc.

and

Boa Vida Hospital of Aberdeen, MS, LLC

Dated as of May 15, 2017



SCHEDULES

Schedule 1.1(b)	Knowledge of Seller
Schedule 2.1(b)(ii)	Excluded Personal Property
Schedule 2.1(b)(iii)	Purchased Vehicles
Schedule 2.1(b)(iv)	Purchased Personal Property Leases
Schedule 2.1(d)	Purchased Intellectual Property Licenses
Schedule 2.1(e)	Purchased Contracts
Schedule 2.2(b)	Excluded Contracts
Schedule 2.2(e)	Excluded Personal Property Leases
Schedule 2.2(f)	Excluded Intellectual Property
Schedule 2.2(h)	Information Management Systems
Schedule 2.2(p)	Other Excluded Assets
Schedule 2.3(e)	Other Assumed Liabilities
Schedule 2.4(b)	Transferred Employee Assumed Liabilities
Schedule 2.4(d)	Accounts Payable Assumed Liabilities
Schedule 5.3	Seller's Required Third-Party Consents
Schedule 5.4	Purchased Assets Lacking Good and Marketable Title
Schedule 5.4(c)	Insurance Policies
Schedule 5.5(a)	Seller's Financial Statements
Schedule 5.5(b)	Discrepancies in Seller's Financial Statements
Schedule 5.6	Unfiled Tax Returns
Schedule 5.7	Leased Real Properties
Schedule 5.9	Material Contracts
Schedule 5.10	Labor Matters
Schedule 5.11	Benefit Plans
Schedule 5.13	Permits and Licenses
Schedule 5.14	Exceptions to Government Reimbursement Program(s) Participation/ Accreditation
Schedule 5.15	Seller's Financial Advisors
Schedule 5.16	Seller's Legal Proceedings
Schedule 5.20	Hill-Burton and Other Loans
Schedule 6.3(a)	Purchaser's Required Third-Party Consents
Schedule 6.3(b)	Purchaser's Conflicts
Schedule 6.7(a)	Purchaser's Healthcare Regulatory Compliance Status (Pending Actions)
Schedule 6.7(b)	Purchaser's Healthcare Regulatory Compliance Status (Completed Actions)
Schedule 8.2	Pre-Closing Transactions Outside the Ordinary Course of Business
Schedule 8.5	Healthcare Applications
Schedule 10.3(d)	Required Third-Party Notices
Schedule 12.3	Purchase Price Allocation

EXHIBITS

Exhibit A	Form of Leasehold Assignment and Assumption Agreement(s)
Exhibit B	Form of Estoppel Certificate(s)
Exhibit C	Form of Bill(s) of Sale
Exhibit D	Form of Assignment and Assumption Agreement(s)
Exhibit E	Form of Limited Power(s) of Attorney
Exhibit F	Form of Transition Services Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of May 15, 2017 (including all Schedules and Exhibits hereto, this "Agreement"), by and among Pioneer Health Services of Monroe County, Inc., a Mississippi corporation (the "Seller"), and Boa Vida Hospital of Aberdeen, MS, LLC a Mississippi Limited Liability Company ("Purchaser") and for the limited purposes set forth on the signature page hereto, Pioneer Health Services, Inc., a Mississippi corporation ("PHS"). Seller and Purchaser may be referred to herein as a "Party" and collectively, as the "Parties."

WHEREAS, the Seller is a debtor in the Bankruptcy Case (defined below); and

WHEREAS, the Seller for purposes of this Agreement is a debtor-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), and filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on March 30, 2016 (the "Petition Date"), in the United States Bankruptcy Court for the Southern District of Mississippi (the "Bankruptcy Court"), thereby commencing Case No. 16-01126-NPO, which is being jointly administered with In re Pioneer Health Services, Inc., et al., Case No. 16-01119-NPO (the "Bankruptcy Case"); and

WHEREAS, some Contracts being assigned hereunder may be in the name of PHS which executes this Agreement solely for the purposes of showing its consent and approval to have such Contracts assigned to Purchaser hereunder; and

WHEREAS, Seller owns and operates Pioneer Community Hospital of Monroe, a critical access hospital located at 400 S. Chestnut Street, Aberdeen, Mississippi 39730 (the "Hospital"), along with leases of real estate in connection with the foregoing (collectively, the "Business"); and

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Seller, pursuant to sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Accounts Receivable" means all accounts and notes receivable, pledges and grants receivable, unbilled invoices, rights to settlement and positive retroactive adjustments, if any, for open cost reporting periods, other rights to receive payment for goods and services provided by Seller in connection with the Business, whether recorded or unrecorded, including any amounts due from patients, or any other source.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such

Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Asset Purchase Documents” means any Document executed in connection with this Agreement.

“Bankruptcy Code” means 11 U.S.C. Sections 101, et seq. as in effect at the time of Closing.

“Bidding Procedures Order” means the Agreed Order entered by the Bankruptcy Court in the Bankruptcy Case on April 24, 2017 as Dkt #1888.

“Business Day” means any day of the year on which national banking institutions in Mississippi are open to the public for conducting business and are not required or authorized to close.

“CMS” means the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.

“Code” means the Internal Revenue Code of 1986 and its implementing regulations, as amended.

“Contingent Payment” means that payment in the amount Five Hundred Thousand Dollars (\$500,000.00) that Purchaser shall make to Seller within eighteen (18) months of the Closing, provided that the EBITD of the Purchased Assets (as defined in Section 2.1) meets or exceeds One Million, One Hundred Thousand Dollars (\$1,100,000.00) during the first twelve (12) months following the Closing (the “Determination Period”) as determined in accordance with the historical accounting practices of Seller.

“Contract” means any written contract, indenture, note, bond, lease, license or other agreement, other than a real property lease, a personal property lease or an Intellectual Property License.

“Copyrights” means all copyrights and registrations and applications therefor and works of authorship, and mask work rights that are used by Seller in connection with the Business as of the date hereof.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related exclusively to the Business and the Purchased Assets in each case whether or not in electronic form.

“EBITD” means Earnings Before Interest Taxes and Depreciation. The components of EBITD, including revenue recognition and expense accrual, shall be calculated according to GAAP and shall be consistent with the accounting methodologies and practices employed in Seller’s Financial Statements as of December 31, 2016 set forth on Schedule 5.5(a).

“Employees” means all individuals, as of the date hereof, whether or not actively at work as of the date hereof, who (i) are employed by Seller in the conduct of the Business, (ii) are hired in respect of the conduct of the Business after the date hereof and prior to the Closing, and (iii) are the Chief Executive

Officer of the Hospital (the “CEO”), except that “Employees” shall not include any officer of Seller (other than the CEO) or employees who perform services for any other Business of Seller.

“Encumbrance” means any claim, charge, easement, encumbrance, liability, encroachment, security interest, mortgage, Lien, pledge or restriction, whether imposed by Contract, Law, equity or otherwise.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Contracts” means the Contracts relating to the Business other than the Purchased Contracts.

“Final Order” means, and an order shall become a Final Order, when the time to file an appeal or a further appeal, any motion for rehearing or reconsideration, or a petition for writ of certiorari has expired and no such appeal, motion, or petition is pending, and no order or judgment has been entered reversing, vacating, annulling, or modifying the order in question or, at Purchaser’s option when the provisions § 363(m) of the Bankruptcy Code and Rule 6004 are satisfied.

“Furniture and Equipment” means all furniture, fixtures, furnishings, machinery, appliances and other equipment and leasehold improvements owned by Seller, used by Seller in the conduct of the Business and located in the Ordinary Course of Business at the Owned Property or the Leased Real Property, including all such desks, chairs, tables, Hardware, copiers, telephone lines, telecopy machines and other telecommunication, cubicles and miscellaneous office furnishings.

“GAAP” means generally accepted accounting principles in the United States as of the date hereof as adopted by the Seller.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Government Reimbursement Programs” means the Medicare program, the Mississippi Medicaid program (“Mississippi Medicaid”), TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services (“CHAMPUS”), and any other similar or successor federal or state healthcare payment programs with or sponsored by a Governmental Body.

“Hardware” means any and all computer and computer-related hardware, including, but not limited to, computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

“Healthcare Regulatory Consents” shall mean with respect to Seller or Purchaser, as the case may be, such consents, approvals, authorizations, waivers, Orders, licenses or Permits of any Governmental Body as shall be required to be obtained and such notifications to any Governmental Body as shall be required to be given by such Party in order for it to consummate the Contemplated Transactions in compliance with all applicable Law relating to health care or healthcare services of any kind and shall include, without limitation, obtaining any such consents, approvals, authorizations, waivers, Orders, licenses or Permits, or obtaining reasonable assurance of the receipt thereof following the Closing, notices to CMS and shall include, without limitation, Purchaser obtaining reasonable assurance that the transfer of Medicare and Medicaid provider agreements and the hospital license with respect to its operation of the Business shall occur post-closing and any consents, approvals, authorizations, waivers, Orders, licenses or

Permits of CMS or other Governmental Body needed for Purchaser to consummate the Contemplated Transactions and to operate the Business.

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated pursuant thereto, including the Transaction Code Set Standards, the Privacy Rules and the Security Rules set forth at 45 C.F.R. Parts 160 and 164.

“Intellectual Property Licenses” means (i) any grant by Seller to a third Person of any right to use any of the Purchased Intellectual Property owned by Seller and (ii) any grant to Seller of a right to use in connection with the Business any intellectual property rights owned by any other Person, to the extent, and only to the extent, such right is transferable by Seller (taking into consideration the provisions of Section 8.4).

“Inventory” means medical supplies owned by the Seller.

“Knowledge of Seller” (and “Seller’s Knowledge”) means the actual knowledge of those officers of Seller identified on Schedule 1.1(b).

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

“Leased Property” means any asset or property right that Seller leases, but does not own.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

“Lien” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement and transfer restriction under any agreement.

“Marks” means all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof used in the operation of the Business.

“Material Adverse Effect” means any event, circumstance, change or effect that, individually or in the aggregate is (i) materially adverse to the assets, properties, operations or financial condition of the Business (taken as a whole), or (ii) a material adverse effect on the ability of Seller to consummate the Contemplated Transactions or to perform its obligations under this Agreement, other than an effect resulting from an Excluded Matter. “Excluded Matter” means any one or more of the following: (i) the effect of any change in the United States or foreign economies or securities or financial markets in general; (ii) the effect of any change that generally affects any industry in which Seller operates (including a general adverse change in medical reimbursement rates) so long as such changes or conditions do not adversely affect the Seller, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries or markets in which it operates; (iii) the effect of any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military

actions existing or underway as of the date hereof; (iv) the effect of any action taken by Purchaser or its Affiliates with respect to the Contemplated Transactions or with respect to Seller, including their respective employees; (v) any matter of which Purchaser has received written notice, whether through the provision of due diligence materials by Seller to Purchaser, or otherwise, on or before the date hereof; (vi) the effect of any changes in applicable Laws or accounting rules; (vii) any effect resulting from the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the Contemplated Transactions; (viii) any effect resulting from the filing of the Bankruptcy Case and reasonably anticipated effects thereof or Seller's compliance with the Bankruptcy Code or this Agreement; (ix) compliance with the terms of, and taking any action required by, this Agreement, or taking or not taking any actions at the request of, or with the consent of, PHS; or (x) acts or omissions of PHS or its Affiliates after the date of this Agreement (other than actions or omissions specifically contemplated by this Agreement).

“Medicaid” means the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. Sections 1396 et seq., as amended) and the applicable state statutes, rules and regulations administered by Mississippi Medicaid.

“Medicare” means the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. Sections 1395 et seq., as amended) and administered by CMS.

“Order” means any order, injunction, judgment, decree, ruling, consent, approval, writ, assessment or arbitration award of the Bankruptcy Court or other Governmental Body.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, subject, however, in respect of the period after the Petition Date, to those actions necessary and incident to the Bankruptcy Case and to comply with the Bankruptcy Code.

“Patents” means all patents and applications therefor owned by the Seller, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon and used in the operations of the Business.

“Patient Records” shall mean any Documents containing information concerning medical or behavioral health services provided to, or the medical or behavioral health of any individual, or that are otherwise subject to regulation under HIPAA and that are in the possession of Seller and related to the Business.

“Permits” means any approvals, authorizations, consents, licenses, permits, provider numbers, certificates of need, certificates of exemption, franchises, accreditations, registrations or certificates of a Governmental Body or other regulatory entity.

“Permitted Exceptions” means (i) all defects, exceptions, restrictions, easements, encroachments, covenants, reservations, declarations, state of facts depicted in surveys, rights of way and Encumbrances disclosed in policies of title insurance, surveys and other related documentation that have been made available to Purchaser or that are otherwise reflected in any of the foregoing received by Purchaser in connection with the Closing; (ii) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefor; (iii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business; (iv) zoning, entitlement and other land use and environmental regulations or designations by any

Governmental Body provided that such regulations or designations have not been violated; (v) Liens securing debt as disclosed in the Financial Statements; (vi) title of a lessor under a capital or operating lease; and (vii) such other imperfections in title, charges, easements, restrictions, encroachments, covenants, reservations, declarations, state of facts or physical condition which a current accurate survey or physical inspection would disclose, and Encumbrances which would not materially and adversely affect Purchaser ownership or use of the Purchased Assets.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Personal Property Leases” means, other than Excluded Contracts, any lease of personal property, including Equipment used in the operation of the Business, to which Seller is a party.

“Pre-Paid Expenses” means any expense for any Contract that has already been paid by the Seller which expense is transferred to the Purchaser.

“Private Reimbursement Programs” means any non-governmental medical private insurance program or other payment program for medical expenses.

“Purchased Assets” shall have the meaning set forth in Section 2.1.

“Purchased Intellectual Property” means all intellectual property rights (other than rights under an Intellectual Property License) owned by Seller and used by Seller primarily in connection with the Business, including any in the form of or arising from or in respect of Patents, Marks, Copyrights, Software or Technology, except for any that is an Excluded Asset.

“Real Property Leases” means, other than Excluded Contracts, any lease of real property used in connection with the Business to which Seller is a party.

“Sale Motion” means the motion or motions of Seller, in form and substance reasonably acceptable to Purchaser and Seller, seeking approval and entry of the Sale Order.

“Sale Order” means an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Seller approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Seller to consummate the Contemplated Transactions. Without limiting the generality of the foregoing, such order shall find and provide, among other things, that (i) the Purchased Assets sold by Seller to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens (other than Liens created by Purchaser and Permitted Exceptions) and claims and that such Liens and claims shall attach to the Purchase Price; (ii) Purchaser has acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the Parties without collusion, in good faith and from arm’s length bargaining positions; (iv) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof as provided in Section 13.3 hereof; and (v) this Agreement and the Contemplated Transactions may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Seller or any chapter 7 or chapter 11 trustee of Seller.

“Settlement Agreement” means that certain agreement among Seller, Purchaser and CMS which finally determines the overpayment Liabilities arising from the Seller’s cost reports and operations of the Hospital, along with the settlement payments to be made in connection with the foregoing, including,

but not limited to, obligation for repayment of EHR meaningful use funds and RAC audit adjustments for Medicare Claims.¹

“Software” means, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Taxes” means (i) all federal, state, local or foreign taxes, charges or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business, other than any in the form of Software.

“Transition Services Agreement” or “TSA” means that agreement substantially in the form attached hereto as Exhibit F.

1.2 Terms Defined Elsewhere in this Agreement. Other terms used in this Agreement have meanings set forth in the sections where such terms are defined.

1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Periods. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

¹ The Settlement Agreement liabilities shall be paid by Purchaser as follows: up to \$400,000.00 at Closing, the balance (\$1,800,000.00) to be paid over the course of five (5) years.

(ii) Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule to the extent it relates to the subject matter of such other Schedule. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The Parties hereto have been advised by counsel, and have participated jointly, in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted in its entirety by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, acquire, and accept from Seller, and Seller shall sell, transfer, assign, convey, and deliver to Purchaser (the "Contemplated Transactions"), all of Seller's respective right, title, and interest in, to, and under all assets of every kind, character, or description, whether real, personal, or mixed, tangible or intangible (other than the Excluded Assets), owned, leased, or licensed by Seller on the Closing Date that are held for use or used in the Business, free and clear of any and all Encumbrances or adverse claims other than Permitted Exceptions (collectively, "Purchased Assets"). The Purchased Assets shall include the following items:

(a) all rights of Seller with respect to the Leased Property and, subject to Section 2.5, each Real Property Lease (all such Real Property Leases, collectively, the "Purchased Real Property Leases"), together with all improvements and fixtures thereto and other appurtenances and rights in respect thereof;

(b) all tangible personal property owned, leased, or licensed by the Seller with respect to the operation of the Business, including but not limited to the following: (i) the Furniture and Equipment, (ii) the tools, spare parts, supplies and other tangible personal property owned by or used by Seller in the conduct of the Business and located in the Ordinary Course of Business at the Leased Property or the property subject to the Real Property Leases (excluding, however, any tangible personal property identified on Schedule 2.1(b)(ii)), (iii) the vehicles identified on Schedule 2.1(b)(iii) (the “Purchased Vehicles”) and (iv) subject to Section 2.5, the Personal Property Leases, including without limitation those Personal Property Leases identified in Schedule 2.1(b)(iv), other than any identified on Schedule 2.2(e) to be Excluded Assets (all such Personal Property Leases, collectively, the “Purchased Personal Property Leases”);

(c) all Inventory and Pre-Paid Expenses of the Seller related to the operation of the Business;

(d) (i) the Purchased Intellectual Property, (ii) the rights of Seller as licensor under the Intellectual Property Licenses identified in Schedule 2.1(d) and, subject to Section 2.5, all rights of Seller as licensee under any Intellectual Property Licenses used by Seller (A) primarily in connection with the Business (the “Purchased Intellectual Property Licenses”) and (iii) any right or interest of Seller in the Marks, other than any identified on Schedule 2.2(f) to be Excluded Assets, subject to Section 8.11.

(e) subject to Section 2.5, the Contracts set forth on Schedule 2.1(e) (collectively the “Purchased Contracts”), provided, however, within fifteen (15) days after the execution hereof, Purchaser will designate in writing (i.e., for purposes of revising Schedule 2.1(e) hereof) (i) all of the Purchased Personal Property Leases, Purchased Real Property Leases and Purchased Intellectual Property Licenses, and (ii) those assets that are the subject of capitalized leases and/or financing arrangements that Purchaser expects will be Purchased Assets.

(f) subject to the provisions of Section 8.9, all Documents, including all relevant Policies and Procedures of Seller, that are used in, held for use in or intended to be used in, or that arise primarily out of, the Business, including Documents relating to the services provided by the Business, the marketing of the Business’s services (including advertising and promotional materials), Purchased Intellectual Property, personnel files for Transferred Employees and files including credit information and supplier lists, to the extent physically located on any of the premises referred to in clause (a) above, but excluding (i) personnel files for Employees of Seller who are not Transferred Employees, (ii) such files (if any) as may not be provided to Purchaser hereunder in compliance with applicable Law regarding privacy, (iii) Documents which Seller is not permitted to transfer pursuant to any contractual confidentiality obligation owed to any third-party, and (iv) any Documents primarily related to or required to realize the benefits of any Excluded Assets;

(g) all Permits used by Seller in the Business to the extent assignable or transferable;

(h) to the extent transferable or assignable, (i) any and all provider agreements of Seller for the Business with third-party payors, including but not limited to Government Reimbursement Programs or Private Reimbursement Programs; and (ii) all provider numbers, CMS Certification Numbers, NPIs, or any other numbers of Seller used to bill Seller’s services for the Business and collect from a third-party payor, including but not limited to a Government Reimbursement Program or Private Reimbursement Program;

(i) to the extent transferable to Purchaser, all rights of Seller under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with Employees and agents of Seller or with third parties to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(j) all rights of Seller, to the extent transferable, under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to services provided to Seller after the Closing in connection with the Business or to the extent affecting any Purchased Assets, other than any warranties, representations and guarantees pertaining to any Excluded Assets;

(k) all Patient Records; and

(l) all goodwill and other intangible assets associated with the Business, including customer and supplier lists and the goodwill associated with the Purchased Intellectual Property.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Seller shall retain all of its right, title and interest to, in and under the Excluded Assets. "Excluded Assets" shall mean the following assets, properties, interests and rights:

(a) all cash, cash equivalents, bank deposits or similar cash items of Seller, and all securities owned by Seller as of the day before Closing;

(b) all deposits related to Excluded Contracts (including customer deposits and security deposits for rent, electricity, telephone or other utilities and deposits and Pre-Paid Expenses related to such Excluded Contracts);

(c) the right to receive an amount equal to all Accounts Receivable from the rendering of services and provision of medicine, drugs and supplies to patients by the Seller in connection with the Business prior to the Closing arising pursuant to Government Reimbursement Programs, and other claims of the Seller for the provision of goods or services to patients due from beneficiaries or governmental third party payors;

(d) RESERVED;

(e) any Personal Property Lease set forth on Schedule 2.2(e);

(f) any intellectual property rights of Seller set forth on Schedule 2.2(f), together with all intellectual property rights of Seller's Affiliates;

(g) any confidential personnel or medical records pertaining to any Employee;

(h) any information management systems of Seller, other than those used or held for use exclusively in the conduct of the Business set forth on Schedule 2.2(h) or as provided for in the Transition Services Agreement;

(i) any documents relating to proposals to acquire the Business by Persons other than Purchaser;

(j) any claim, right or interest of Seller in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof);

(k) other than those insurance policies assigned to the Purchaser, all insurance policies or rights to proceeds thereof relating to the Business or the Purchased Assets;

(l) all of Seller's deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets;

(m) any rights, claims, counterclaims, demands or causes of action of Seller against third parties relating to assets, properties, Business or operations of Seller, including any actions under chapter 5 of the Bankruptcy Code or applicable state law, arising out of events occurring prior to the Closing Date or arising out of the Closing, other than any arising under or pursuant to any warranties, representations and guarantees referred to in Section 2.1(j);

(n) the amounts described in Section 3.1 and all other rights of Seller under this Agreement, the Seller Documents and the Contemplated Transactions;

(o) the Seller's professional liability insurance policy; and

(p) any assets set forth on Schedule 2.2(p).

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, as of the Effective Time and in accordance with sections 363 and 365 of the Bankruptcy Code, in addition to the Purchase Price and as additional consideration for the Purchased Assets, Purchaser shall assume, effective as of the Effective Time, and shall timely pay, perform, and/or discharge in accordance with their respective terms only the following Liabilities of Seller (collectively, the "Assumed Liabilities"):

(a) the obligations of Seller arising following the Effective Time pursuant to the Purchased Contracts, Purchased Real Property Leases, and Purchased Personal Property Leases;

(b) up to Two Million Three Hundred Seventy Three Thousand Dollars (\$2,373,000.00) (the "Government Assumed Liability Cap") of Liabilities related to Seller's Medicare and Medicaid provider numbers as set forth in the Settlement Agreement, including all Liabilities from or related to any overpayments, duplicate payments, refunds, discounts or adjustments due to Medicare or Medicaid for all periods ending on or prior to Closing. Purchaser covenants to pay up to the first \$400,000.00 of the amount owing hereunder at Closing and the remainder shall be paid under an extended repayment plan;

(c) except as related to the matters set forth on Schedule 5.16, all professional liability claims arising out of the time period prior to Closing;

(d) the amounts set forth in Section 2.5 to be paid by Purchaser; and

(e) any Liabilities listed on Schedule 2.3(e).

2.4 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser will not assume or be liable for and under no circumstances shall Purchaser be obligated to pay or assume and none of the Purchased Assets shall become subject to any other Liability of Seller, including the following Liabilities of Seller (collectively, the "Excluded Liabilities"):

(a) all Liabilities arising out of Excluded Assets, including Contracts to which Seller is a party or by which it is bound that are not Purchased Contracts;

(b) the obligations of Seller concerning salary, wages, and other compensation, earned in the Ordinary Course of Business, and any other benefits or deductions with respect thereto arising out

of, relating to, or with respect to payroll obligations or the employment by, or performance of services either before or arising after the Petition Date (“Pre and Post-Petition Periods”) by Seller or any of its Affiliates of any Transferred Employee on or before the Closing Date and not paid by Seller in the Ordinary Course of Business by the Closing Date, as more fully set forth on Schedule 2.4(b);

(c) Seller’s obligations for the accrued but unused vacation and sick time of Transferred Employees prior to the Effective Time (the “PTO”);

(d) accounts payable incurred in the Ordinary Course of Business during the Pre and Post-Petition Periods existing on the Closing Date and not paid by Seller in the Ordinary Course of Business by the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable), as more fully set forth on Schedule 2.4(d);

(e) the Excluded Contracts;

(f) any books and records that Seller is required by Law to retain or that Seller determines are necessary or advisable to retain including, without limitation, Tax Returns, financial statements, and corporate or other entity filings; provided, however, that, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the Business as conducted before the Closing (except as prohibited by Law) or that relate to any of the Purchased Assets;

(g) except as otherwise provided in Section 5.6, all Liabilities for Taxes of Seller relating to the Purchased Assets for any Tax periods (or portions thereof) ending on or before the Closing Date;

(h) any debt of or claim against Seller or any one or more of its Affiliates, or any obligation of Seller or any one or more of its Affiliates to repay borrowed money;

(i) all Liabilities related to Seller’s Medicare and Medicaid provider numbers and provider agreements not specifically addressed in the Settlement Agreement, including but not limited to, state and federal government and private payor audits;

(j) all Liabilities relating to amounts required to be paid by Seller hereunder; and

(k) the professional liability claims related to the matters set forth on Schedule 5.16.

2.5 Cure Amounts/Payments to Secured Creditors.

(a) Except as otherwise permitted by the next sentence of this paragraph, at the Closing and pursuant to section 365 of the Bankruptcy Code or applicable law, Seller shall assume and assign to Purchaser, and Purchaser shall assume from Seller, the Purchased Contracts. The cure amounts, if any, as determined by the Bankruptcy Court, necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from any defaults on the part of Seller under the Purchased Contracts (the “Cure Amounts”) shall be paid, in addition to the Purchase Price, by Purchaser (or Purchaser shall have delivered into escrow on terms reasonably acceptable to Seller amounts sufficient to pay any claim therefor that remains disputed as of the Closing or such amount as the Bankruptcy Court may determine) at or before the Closing, such that all Purchased Contracts may be assumed by Seller and assigned to Purchaser in accordance with section 365 of the Bankruptcy Code, and Seller shall have no liability for any such Cure Amounts. This Agreement shall not constitute an agreement to assign any Purchased Contracts if, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, if applicable, an attempted assignment thereof, without obtaining a consent from any applicable third

party, would constitute a breach thereof or in any way negatively affect the rights of Seller or Purchaser, as the assignee, and no breach of this Agreement shall have occurred by virtue of such nonassignment. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, if applicable, such third party consent is required but not obtained, Seller shall, at Purchaser's sole cost and expense, cooperate with Purchaser in any reasonable arrangement, including Purchaser's provision of credit support, designed to provide Purchaser the benefits and obligations of or under any such Purchased Contract; provided, however, that nothing in this Section 2.5 shall (i) require Seller to make any expenditure or incur any obligation on its own or on Purchaser's behalf or (ii) prohibit Seller from ceasing operations or winding up its affairs following the Closing. Any assignment to Purchaser of Purchased Contracts that shall, after giving effect to sections 363 and 365 of the Bankruptcy Code, or other applicable law, require the consent of any third party for such assignment as aforesaid shall be made subject to such consent being obtained.

(b) To the extent Purchaser obtains tangible or intangible property that is subject to a duly perfected security interest pursuant to a financing or capitalized lease for the specific tangible or intangible property being acquired that is not capable of being assumed and assigned pursuant to Section 365 of the Bankruptcy Code, Purchaser agrees to either pay the amount necessary to satisfy in full the obligation owed under such Contract or arrange to become the obligor under all of the obligations of the Seller under the terms of such financing or capitalized lease or, alternatively, Purchaser shall list any such financing or capitalized lease as an Excluded Contract on Schedule 2.2(b) and any assets related to such arrangement as an Excluded Asset on Schedule 2.2(p). Such payment shall be in addition to the Purchase Price and any Cure Amounts.

2.6 Further Conveyances and Assumptions.

(a) From time to time following the Closing, Seller and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers, and privileges intended to be conveyed to Purchaser under this Agreement and the Seller Documents and to assure fully to Seller and its Affiliates and their successors and assigns, the assumption of the Assumed Liabilities, and to otherwise make effective the Contemplated Transactions; provided, however, that nothing set forth in this Section 2.6(a) shall prevent or prohibit Seller from ceasing operations or winding up its affairs after the Closing.

(b) In the event that Purchaser or its Affiliates receives any Excluded Assets (or any payments or proceeds related thereto) following the Closing, Purchaser shall promptly deliver such Excluded Assets (or any payments or proceeds related thereto) to Seller.

(c) In the event that Seller or its Affiliates receives any Purchased Assets (or any payments or proceeds related thereto, other than the Purchase Price or cures) following the Closing, Seller shall promptly deliver such Purchased Assets (or any payments or proceeds related thereto) to Purchaser.

(d) Without limiting the foregoing, the parties agree and acknowledge that Seller shall be entitled to receive the proceeds from Accounts Receivable or other right to receive payment for goods and services rendered by Seller prior to the Closing and that Purchaser shall be entitled to receive payment for goods and services rendered by Purchaser following the Closing. In the event any such payment relates to both pre-Closing and post-Closing periods, such amount shall be pro-rated based on the number of days pre-Closing or post-Closing to which such payment relates.

2.7 Bulk Sales Laws. Purchaser hereby waives compliance by Seller with the requirements and provisions of any “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be: (a) an amount in cash equal to Six Hundred Thousand Dollars (\$600,000.00); plus (b) up to \$200,000.00 of the amount, if any, by which the Government Assumed Liabilities Cap exceeds the amount to be paid by Purchaser pursuant to the Settlement Agreement (without giving effect to any interest to be paid pursuant to the Settlement Agreement) (the foregoing subsections (a) and (b) being referred to herein collectively as the “Purchase Price”); plus (c) the Contingent Payment, provided the contingencies identified in the definition of Contingent Payment are met; plus (d) the Cure Amounts (paid or deposited in escrow at or prior to Closing), together with such other payments described in Section 2.5(b), and (e) the assumption of the Assumed Liabilities (collectively the “Consideration”).

3.2 Purchase Price Deposit. Upon the execution of this Agreement, Purchaser shall immediately deposit with the law offices of Craig M. Geno, PLLC, a Mississippi professional limited liability company, in its capacity as escrow agent (the “Escrow Agent”), pursuant to that certain Escrow Agreement, dated as of the date hereof, by and among Purchaser, Seller and the Escrow Agent (the “Escrow Agreement”), an amount equal to Two Hundred Fifty Thousand dollars (\$250,000.00) by wire transfer of immediately available funds (the “Escrowed Funds”), to be released by the Escrow Agent and delivered to either Purchaser or Seller, in accordance with the provisions of the Escrow Agreement. Pursuant to the Escrow Agreement, the Escrowed Funds shall be distributed as follows:

(a) if the Closing shall occur, the Escrowed Funds shall be applied towards the Purchase Price payable by Purchaser to Seller pursuant to Section 3.3 hereof and all accrued investment income thereon shall be delivered to Purchaser at the Closing;

(b) if this Agreement is terminated by Seller pursuant to Section 4.4(d)(i) or (ii), the Escrowed Funds, together with all accrued investment income thereon, shall be delivered to Seller; or

(c) if this Agreement is terminated pursuant to Section 4.4, other than by Seller pursuant to any of Section 4.4(d)(ii), the Escrowed Funds, together with all accrued investment income thereon, shall in each case be returned to Purchaser.

3.3 Payment of Purchase Price. On the Closing Date, Purchaser shall pay the balance of the Purchase Price (not including the Contingent Payment), less the amount of the Escrowed Funds, to Seller, which shall be paid by wire transfer of immediately available funds to an account designated in writing by Seller and deposit in escrow such amount (if any) as is required by Section 2.5.

3.4 Contingent Payment Calculation. Within sixty (60) days after the end of the Determination Period, Purchaser shall deliver to Seller a certificate (the “Contingent Payment Certificate”) detailing its calculations of the EBITD of the Purchased Assets and each of the components thereof. The EBITD of the Purchased Assets shall exclude: (i) any direct expenses related to the Contemplated Transactions or administration of the Bankruptcy Case; (ii) management fees charged by the Purchaser’s parent company in excess of amounts charged by PHS; (iii) the Purchaser’s laboratory outreach revenues, i.e. non-hospital patient visits (TOB14X) and EBITD for services generated by Buyer, but shall include the laboratory revenues generated in connection with patients of the Hospital; and (iv) any expenses related to the

conversion of transition the Hospital's Electronic Medical Record system from Seller's existing hosted McKesson EMR. If Seller disagrees with the calculation of the EBITD of the Purchased Assets it shall notify Purchaser of such disagreement in writing ("Dispute Notice"), setting forth in reasonable detail the items and particulars of such disagreement, within thirty (30) days after its receipt of the Contingent Payment Certificate. If Seller does not provide a Dispute Notice within such thirty (30)-day period, Purchaser and Seller shall be deemed to have agreed to the calculation of the EBITD of the Purchased Assets. In the event any such Dispute Notice is timely provided, Purchaser and Seller shall use reasonable best efforts for a period of twenty (20) days (or such longer period as they may mutually agree) to resolve any disagreements identified therein with respect to the calculations of the EBITD of the Purchased Assets. If, at the end of such period, they are unable to resolve such disagreements, then any such remaining disagreements shall be resolved by Lattimore Black Morgan & Cain, PC or such other a mutually agreeable accounting or valuation firm of national or regional reputation (the "Auditor"). Purchaser and Seller shall promptly provide to the Auditor the Contingent Payment Certificate and the Dispute Notice. The Auditor shall be instructed to render its determination with respect to the disagreement over the amount of the EBITD of the Purchased Assets as soon as reasonably possible (which the parties hereto agree should not be later than sixty (60) days following the day on which the disagreement is referred to the Auditor). The Auditor shall base its determination solely on (i) the submissions of Purchaser and Seller and this Agreement, and shall not conduct an independent investigation and (ii) the extent (if any) to which the EBITD of the Purchased Assets requires adjustment, such adjustment shall be limited in its determination by the range of values provided by Purchaser and Seller set forth in the Contingent Payment Certificate and Dispute Notice, respectively. The determination of the Auditor shall be final, conclusive and binding on the parties. All fees and expenses of the Auditor relating to the work, if any, to be performed by the Auditor hereunder shall be paid 50% by Purchaser and 50% by Seller.

ARTICLE IV CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 (or the waiver thereof by the Party entitled to waive that condition), the closing of the Contemplated Transactions (the "Closing") shall take place in accordance with the Sale Order (the "Closing Date"), but not less than thirty (30) days after entry of the Sale Order. Unless otherwise agreed by the Parties in writing, regardless of the time at which the Closing is completed, the Closing shall be deemed effective and all right, title and interest of Seller in the Purchased Assets to be acquired by Purchaser hereunder, and all risk of loss with respect to the Business, shall be considered to have passed to Purchaser as of 12:00:01 a.m. central time on the Closing Date (the "Effective Time").

4.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser:

- (a) with respect to the Purchased Real Property Leases where Seller is a landlord, tenant or subtenant, duly executed and acknowledged Leasehold Assignment and Assumption Agreements in the form of Exhibit A;
- (b) an Estoppel certificate with respect to each Real Property Lease in the form of Exhibit B, to the extent required under the terms of such lease;
- (c) one or more duly executed bill of sales in the form of Exhibit C (the "Bill of Sale");
- (d) one or more duly executed assignment and assumption agreements in the form of Exhibit D (the "Assignment and Assumption Agreement");

(e) duly executed limited power of attorney for use of Pharmacy License, Drug Enforcement Agency (“DEA”) and other registration numbers, and DEA order forms, in the form of Exhibit E (the “Power of Attorney”);

(f) duly executed certificates of title to the Purchased Vehicles;

(g) a certificate of insurance evidencing the assignment of insurance coverage with respect to pre-Closing medical malpractice claims;

(h) the officer’s certificate required to be delivered pursuant to Sections 10.1(a) and 10.1(b) hereof;

(i) the Transition Services Agreement, duly executed by the Seller; and

(j) all other instruments and documents, in form and substance reasonably acceptable to Purchaser, as may be necessary to effect the Contemplated Transactions.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

(a) the Purchase Price, in immediately available funds, as set forth in Section 3.3 hereof;

(b) a duly executed Assignment and Assumption Agreement;

(c) evidence reasonably acceptable to Seller of Purchaser’s payment of or deposit in escrow of the Cure Amounts (if any) required by Section 2.5;

(d) the officer’s certificate required to be delivered pursuant to Sections 10.2(a) and 10.2(b);

(e) good standing certificate of Purchaser issued by the Secretary of State of its state of organization, together with evidence of Purchaser’s qualification to do business in Mississippi;

(f) officer’s certificate certifying the incumbency and signature of the authorized individuals executing the Asset Purchase Documents on behalf of Purchaser;

(g) the Transition Services Agreement, duly executed by the Purchaser;

(h) evidence reasonably acceptable to Seller of Purchaser’s purchase of a prior acts rider or similar insurance policy relating to professional liability claims made post-Closing but occurring or relating to the operation of the Business prior to Closing; and

(i) all other instruments and documents, in form and substance reasonably acceptable to Seller, as may be necessary to effect the Contemplated Transactions.

4.4 Termination of Agreement. In respect of the Contemplated Transactions, this Agreement may be terminated prior to the Closing as set forth in this Section 4.4.

(a) Termination by Purchaser or Seller. Either Purchaser or Seller may terminate this Agreement upon the occurrence of any of the following:

(i) if the Closing shall not have occurred by the close of business on _____ (the "Termination Date"); provided, however, that, if the Closing shall not have occurred due to the Sale Order not being a Final Order, and if all other conditions to the respective obligations of the Parties to close hereunder that are capable of being fulfilled by the Termination Date shall have been so fulfilled or waived, then no Party may terminate this Agreement prior _____; provided, further, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then the breaching Party may not terminate this Agreement pursuant to this Section 4.4(a)(i);

(ii) if there shall be in effect a Final Order of a Governmental Body of competent jurisdiction restraining, enjoining, failing to issue a required consent or approval for or otherwise prohibiting the consummation of the Contemplated Transactions;

(iii) if, after being entered by the Bankruptcy Court, the Sale Order has been reversed, revoked, voided or materially modified or stayed by an order of a court of competent jurisdiction;

(iv) reserved; or

(v) termination occurs pursuant to Section 10.3(d).

(b) Termination by Mutual Written Consent. This Agreement may be terminated by mutual written consent of Seller and Purchaser.

(c) Termination by Purchaser. Purchaser may terminate this Agreement upon the occurrence of any of the following:

(i) if any of the conditions to the obligations of Seller set forth in Sections 10.1 or 10.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser;

(ii) if there shall be a breach by Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) ten (10) Business Days after the giving of written notice by Purchaser to Seller of such breach and (y) the Termination Date; or

(iii) or if the aggregate amount (i) under Seller's Medicare and Medicaid providers numbers and related provider agreements including any extended repayment plan with CMS or other governmental agency and (ii) from or related to any overpayments, duplicate payments, refunds, discounts or adjustments due to Medicare or Medicaid exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00), or CMS requires an initial down payment at Closing in excess of Four Hundred Thousand Dollars (\$400,000.00).

(d) Termination by Seller. Seller may terminate this Agreement upon the occurrence of any of the following:

(i) if any condition to the obligations of Purchaser set forth in Section 10.3 shall have become incapable of fulfillment other than as a result of a breach by Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Seller; or

(ii) if there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.3 and which breach cannot be cured or has not been cured by the earlier of (x) ten (10) Business Days after the giving of written notice by Seller to Purchaser of such breach and (y) the Termination Date.

4.5 Procedure For Termination. In the event of termination of this Agreement by Purchaser or Seller, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other Party or Parties, and upon the delivery of such notice (or at such time as specified in the particular termination right set forth in Section 4.4), the Contemplated Transactions shall be abandoned and this Agreement shall terminate to the extent and with the effect provided by Section 4.6, without further action by Purchaser or Seller.

4.6 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Seller; provided, however, that the obligations of the Parties set forth in the Confidentiality Agreement, the Escrow Agreement, and Sections 4.6(b), 4.6(c) and 7.1 and, to the extent necessary to effectuate the foregoing enumerated provisions, ARTICLE I and ARTICLE XIII of this Agreement, shall survive any such termination and shall be enforceable in accordance with their terms. In addition, if this Agreement is terminated as provided herein, each Party shall upon request redeliver as soon as practicable any or all documents, work papers and other material of any other Party relating to its business or affairs or the Contemplated Transactions, whether obtained before or after the execution hereof, to the Party furnishing the same, other than any material which is of public record.

(b) Nothing in this Section 4.6 shall relieve Purchaser or Seller of any liability for a breach of this Agreement prior to the date of termination. The damages recoverable by the non-breaching Party shall include all attorneys' fees reasonably incurred by such Party in connection with the Contemplated Transactions.

(c) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 4.6 shall relieve Purchaser or Seller of its obligations pursuant to the Confidentiality Agreement.

4.7 Casualty or Condemnation. Seller shall promptly notify Purchaser in writing of any casualty or damage to the physical condition of the Purchased Assets and of any condemnation proceeding commenced with respect to any of the Purchased Assets prior to the Closing Date. If any such casualty, damage, or proceeding relates to or may result in the loss of or damage to any material portion of the Purchased Assets, then Purchaser may elect, by notice to Seller within ten (10) days after receipt of Seller's notice, to terminate this Agreement, in which event this Agreement shall terminate as provided in Section 4.6. If Purchaser does not terminate this Agreement, or in the event of any casualty, damage, or condemnation does not result in a loss of a material portion of the Purchased Assets, then Purchaser shall proceed with the Closing and shall accept the Purchased Assets in its then condition and, upon the Closing: (a) for a casualty loss or damage, Purchaser shall receive a credit against the Purchase Price in the amount of Seller's deductible under its insurance policy and Seller shall assign to Purchaser all insurance proceeds

payable to Seller for the casualty or damage from Seller's insurer resulting from such casualty or damage; provided, however, that in the event Seller has not maintained insurance with respect to the applicable casualty or damage, then the Parties may agree to either (i) termination of this Agreement in accordance with Section 4.6; or (ii) the Purchaser shall receive a credit against the Purchase Price in the entire amount of the damage or loss to the Property; and (b) for a condemnation, Seller shall assign to Purchaser any compensation, awards or other payments or relief Seller has received or is or may be entitled to receive resulting from such condemnation proceeding. Solely for the purposes of this Section 4.7, a "material portion of the Purchased Assets" shall mean damage or loss to the Purchased Assets in the amount of \$50,000.00 or more. All risk of loss of any kind or nature and to any extent shall pass to Purchaser on the Closing.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Purchaser to enter into this Agreement, as of the date hereof and (except in cases where the representation speaks as of another date, such as the date hereof, in which case as of such date) as of the Closing Date, Seller, represents and warrants to Purchaser that:

5.1 Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of Mississippi and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Seller is duly qualified or authorized to do business as a foreign corporation and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not have a Material Adverse Effect.

5.2 Authorization of Agreement. Except for such authorization as is required by the Bankruptcy Court (as hereinafter provided for) pursuant to the Sale Order or otherwise and subject to the satisfaction of the conditions referred to in clause (iv) of Section 5.4, Seller has all requisite power, authority and legal capacity to execute and deliver, and has taken all corporate action necessary for it to validly execute and deliver, each agreement, document, or instrument or certificate contemplated by this Agreement to be executed by Seller in connection with the consummation of the Contemplated Transactions (the "Seller Documents") and to perform its obligations hereunder and thereunder and to consummate the Contemplated Transactions. This Agreement and each of the Seller Documents contemplated to be executed and delivered in connection with Seller entering into this Agreement has been, and will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto, and the entry of the Sale Order) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms and the terms of the Sale Order and Bid Procedures Order.

5.3 Consents of Third Parties; Contractual Consents. Except as described on Schedule 5.3, Seller is not required to obtain any consent, waiver, approval, Order, Permit or authorization of, or to make any declaration or filing with, or to give any notification to, any Person ("Approvals and Permits") in connection with the execution and delivery of this Agreement or the Seller Documents by Seller, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Seller of any other action contemplated hereby or thereby, except for (i) the entry of the Sale Order, (ii) reserved, (iii) the Healthcare Regulatory Consents, and (iv) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications of which the failure to have obtained or made same would not have a Material Adverse Effect.

5.4 Title; Purchased Assets.

(a) Except as set forth in Schedule 5.4, and other than the Leased Real Property, intellectual property licensed to Seller and the personal property subject to the Personal Property Leases, Seller owns each of the Purchased Assets, and Purchaser will be vested with good and marketable title to such Purchased Assets, free and clear of all Encumbrances, other than Permitted Exceptions, to the extent permissible under section 363(f) of the Bankruptcy Code.

(b) The Purchased Assets and the Excluded Assets (but only to the extent the Excluded Assets are specifically identified in this Agreement or the schedules hereto) constitute all assets that are held or used by Seller or any Affiliate or otherwise necessary for the conduct of the Business substantially in the manner conducted as of the date of this Agreement and consistent with past practice.

(c) Seller now has in full force and effect the insurance coverage relating to the Purchased Assets described on Schedule 5.4(c). Seller has delivered to Purchaser evidence of said Insurance Policies.

5.5 Financial Information.

(a) Attached hereto as Schedule 5.5(a) are true and correct copies of: (i) the audited consolidated balance sheet of PHS including the Seller as of December 31, 2014 (the "Audited Balance Sheet") accompanied by the report of independent public accountants; and (ii) the unaudited consolidated balance sheet of the Seller as of December 31, 2015 and December 31, 2016 (collectively the "Interim Balance Sheet"). All of the foregoing financial statements (including the notes thereto, if any) are hereinafter collectively referred to as the "Financial Statements."

(b) Except as set forth in Schedule 5.5(b), the Financial Statements present fairly, in all material respects, the financial position and results of operations of Seller, on a consolidated basis, as of the dates and for the periods indicated, in each case in conformity with GAAP applied on a consistent basis throughout the periods covered thereby, with the exception of the required footnote disclosures.

5.6 Taxes. Except as set forth on Schedule 5.6, the Seller has timely (taking into account extensions of time to file) paid and filed all Tax Returns required to be filed by such Seller through the date of this Agreement and will pay and file all Tax Returns required to be filed by it prior to the Closing Date. There is no audit, examination, investigation, appeal, litigation or other proceeding currently pending with respect to Taxes relating to the Purchased Assets.

5.7 Real Property. Schedule 5.7 sets forth a list of all material real property and interests in real property leased or licensed by Seller and used in any material degree in the Business, as lessee, lessor, licensee or licensor (the "Leased Real Properties"). Seller has a good and valid leasehold interest in all of the Leased Real Properties under which Seller is the licensee or lessee, subject only to the Permitted Exceptions, and there are no agreements or amendments, oral or written, to which Seller is a party, pertaining to any Leased Real Property other than as set forth in the Real Property Leases.

5.8 Intellectual Property. Set forth on Schedule 2.1(d) is a description of all Purchased Intellectual Property. Except as otherwise set forth on Schedule 2.1(d), Seller owns or has licenses to use all of the Purchased Intellectual Property; provided, however, that Seller makes no representation or warranty as to the ownership by the licensor of any intellectual property that is licensed to Seller.

5.9 Material Contracts. Schedule 5.9 sets forth a list of all Contracts to which Seller is a party or by which it is bound and that are primarily related to the Business or by which the Purchased Assets may

be bound or affected and that are Purchased Contracts and that Contract involve a commitment or payment by the Seller in excess of an aggregate of \$50,000 in a given year (collectively, the “Material Contracts”).

5.10 Employees. Except as described in Schedule 5.10, in connection with Seller’s operation of the Business, (i) Seller is not a party to any labor, collective bargaining, employee association or other agreement which contains provisions governing the terms and conditions of employment of any Employee, and (ii) no labor union or employee association has been certified as exclusive bargaining agent for any group of Employees. Prior to the date hereof, Seller has delivered to Purchaser a list of all of its Employees as of recent date indicating their position, current annual rate of compensation, or current hourly wage rate or other basis of compensation and date of hire by Seller.

5.11 Employee Benefits. Schedule 5.11 lists: (i) all material “employee benefit plans”, as defined in Section 3(3) of ERISA, and all other material employee benefit arrangements or payroll practices, including, without limitation, bonus plans, consulting or other compensation agreements, incentive, or deferred compensation arrangements, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs maintained by Seller or to which Seller contributed or is obligated to contribute thereunder for current or former Employees (the “Employee Benefit Plans”); and (ii) all “employee pension plans”, as defined in Section 3(2) of ERISA, subject to Title IV of ERISA or Section 412 of the Code, maintained by Seller in which any current or former Employees participated. Schedule 5.11 separately sets forth each such employee pension plan which is a multiemployer plan as defined in Section 3(37) of ERISA (“Multiemployer Plans”), or has been subject to Sections 4063 or 4064 of ERISA (“Multiple Employer Plans”).

5.12 Labor. Seller is in compliance in all material respects with all Laws respecting employment and employment practices, terms and condition of employment, and wages and hours, labor relations, safety and health.

5.13 Governmental Body Permits and Approvals. Seller holds the permits and licenses listed on Schedule 5.13 all of which are in full force and effect and unimpaired.

5.14 Government Reimbursement Program Participation/Accreditation. Except as described on Schedule 5.14, Seller is eligible to receive payment under Titles XVIII and XIX of the Social Security Act and is a “provider” under existing provider agreements with Government Reimbursement Programs through the applicable Medicare Administrative Contractors.

5.15 Financial Advisors. Except as set forth on Schedule 5.15, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof.

5.16 Litigation. Except as listed on Schedule 5.16, there are no Legal Proceedings pending or, to the Knowledge of Seller, threatened against the Seller or its Affiliates, or to which the Seller or its Affiliates is otherwise a party before any Governmental Body, which, if adversely determined, would likely result in a Material Adverse Effect or would be reasonably likely to adversely and materially affect the Purchased Assets.

5.17 FIRPTA. Seller is not a “foreign person” within the meaning of section 1445 of the Code.

5.18 Seller Duty to Disclose. From date hereof until the date of Closing, promptly upon discovery thereof by Seller, Seller shall disclose to Purchaser, in writing, any material inaccuracies or variances with respect to its representations and warranties contained in this Agreement.

5.19 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this ARTICLE V (as modified by the Schedules hereto), no Seller nor any other Person makes any other express or implied representation or warranty with respect to Seller, the Business, the Purchased Assets, the Assumed Liabilities or the Contemplated Transactions, and Seller disclaims any other representations or warranties, whether made by Seller, any Affiliate of Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in ARTICLE V hereof (as modified by the Schedules hereto), Seller (i) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of Seller or any of its Affiliates). Seller makes no representations or warranties to Purchaser regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

5.20 Hill-Burton and Other Loans. Except as set forth on Schedule 5.20, the Business is not subject to any loans, grants or loan guarantees pursuant to the Hill-Burton Act Program, the Health Professions Educational Assistance Act, the Nurse Training Act, the National Health Training Act, the National Health Planning & Resources Development Act, and the Community Mental Health Center's Act, as amended, or similar laws or acts related to healthcare facilities.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As of the date hereof and (except in cases where the representation speaks as of another date, such as the date hereof, in which case as of such date) as of the Closing Date, Purchaser hereby represents and warrants to Seller that:

6.1 Organization and Good Standing. Purchaser is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Mississippi and has all requisite Limited Liability Company power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has full limited liability company power, legal capacity and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the Contemplated Transactions (the "Purchaser Documents"), and to consummate the Contemplated Transactions. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document have been duly authorized by all necessary action on behalf of Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

6.3 Conflicts; Consents of Third Parties.

(a) Except as described on Schedule 6.3(a), Purchaser is not required to obtain any consent, approval, authorization, waiver, Order, license or Permit of or from, or to make any declaration or filing with, or to give any notification to, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement or the Purchaser Documents by Purchaser, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, except for compliance with the Healthcare Regulatory Consents.

(b) Except as set forth on Schedule 6.3(b), to Purchaser's knowledge, none of the execution and delivery by Purchaser of this Agreement or any of the Purchaser Documents, the consummation of the Contemplated Transactions by Purchaser, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, other than any such conflicts, violations, defaults, terminations or cancellations that would not have a material adverse effect on the ability of Purchaser to consummate the Contemplated Transactions.

6.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions.

6.5 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the Contemplated Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

6.6 Financial Capability. Purchaser (i) has, and at the Closing will have, sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Contemplated Transactions, (ii) has, and at the Closing will have, the resources and capabilities (financial or otherwise) to perform its obligations hereunder, and (iii) has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

6.7 Healthcare Regulatory Compliance Status.

(a) To the knowledge of Purchaser, except as described on Schedule 6.7(a), neither Purchaser nor any of its Affiliates is involved in any litigation, proceeding, or investigation by or with any Governmental Authority which, if determined or resolved adversely, would have an adverse impact on the ability of Purchaser to obtain or maintain any governmental qualifications, registrations, filings, licenses, permits, orders, approvals or authorizations necessary for Purchaser to conduct the Business and to own or use the Purchased Assets, as the Business is conducted and the Purchased Assets are owned and used on the date hereof, where the failure to have such qualifications, registrations, filings, licenses, permits, orders, approvals or authorizations could reasonably be expected to prevent or materially delay the consummation of the Contemplated Transactions or the performance by Purchaser of any of its obligations under this Agreement.

(b) Except as set forth on Schedule 6.7(b), (i) no employee or independent contractor of Purchaser (whether an individual or entity) has been excluded from participating in any federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), and (ii) neither Purchaser nor any of the officers, directors, agents or managing employees (as such term is defined in 42 U.S.C. § 1320a-5(b)) of Purchaser has been excluded from participating in Medicare or any federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)) or been subject to sanction pursuant to 42 U.S.C. § 1320a-7a or 1320a-8 or been convicted of a crime described at 42 U.S.C. § 1320a-7b. Purchaser does not know of any reason why the approvals or Permits required for Purchaser to consummate the Contemplated Transactions would be delayed or rejected.

6.8 Acknowledgement Regarding Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in ARTICLE V hereof (as modified by the Schedules hereto as supplemented or amended), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred to and accepted by Purchaser in an “as is,” “where is” and “with all faults” condition, free of any warranties or representations whatsoever, and Seller EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, LATENT OR PATENT, WITH RESPECT THERETO. Any claims Purchaser may have for breach of representation or warranty shall be based solely on the representations and warranties of Seller set forth in ARTICLE V hereof (as modified by the Schedules hereto as supplemented or amended). Purchaser further represents that neither Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller, the Business or the Contemplated Transactions not expressly set forth in this Agreement, and none of Seller, any of its Affiliates or any other Person will have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives or Purchaser’s use of, any such information, including any confidential memoranda distributed on behalf of Seller relating to the Business or other publications or data room information provided to Purchaser or its representatives, or any other document or information in any form provided to Purchaser or its representatives in connection with the sale of the Business and the Contemplated Transactions. Purchaser acknowledges that it has conducted to its satisfaction, its own independent investigation of the Business and, in making the determination to proceed with the Contemplated Transactions, Purchaser has relied on the results of its own independent investigation. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATION RELATING TO THE OWNED PROPERTY OR ANY PROPERTY THAT IS THE SUBJECT OF A REAL PROPERTY LEASE REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, COMPLIANCE WITH ZONING LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS OR ORDINANCES RELATING TO THE USE THEREOF, EXCEPT AS EXPRESSLY STATED HEREIN. PURCHASER ALSO ACKNOWLEDGES AND AGREES THAT THE INSPECTION AND INVESTIGATION OF THE PURCHASED ASSETS BY PURCHASER AND ITS REPRESENTATIVES HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER’S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE LAND, INCLUDING WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, AND ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES REGULATIONS OR ORDINANCES. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS AGREEMENT.

ARTICLE VII

BANKRUPTCY COURT MATTERS

7.1 Reserved.

7.2 Reserved.

7.3 Bankruptcy Court Filings. As promptly as practicable following the execution of this Agreement and, in any event, no later than five (5) business days after the date hereof, Seller shall file with the Bankruptcy Court the Sale Motion seeking entry of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. Purchaser shall not, without prior written consent of Seller, file, join in, or otherwise support in any manner whatever any motion or other pleading relating to the sale of the Purchased Assets hereunder. Seller shall give notice under the applicable Bankruptcy Code and/or Bankruptcy Rules of the request for relief specified in the Sale Motion, including all Persons that have asserted Liens in the Purchased Assets, and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as Purchaser may reasonably request. All of the Parties shall use their respective commercially reasonable efforts to have the Bankruptcy Court enter the Sale Order within three (3) business days after the filing of the Sale Motion. In the event the entry of the Sale Order, if such order approves the sale of the Purchased Assets to the Purchaser shall be appealed, Seller and Purchaser shall use their respective reasonable efforts to defend against such appeal. With respect to each Purchased Contract, Personal Property Lease, Real Property Lease, Permit or Purchased Intellectual Property, the Purchaser shall provide adequate assurance of future performance of each such agreement as required by Section 365 of the Bankruptcy Code.

ARTICLE VIII

COVENANTS

8.1 Access to Information. Subject to this Section 8.1, and subject to compliance with applicable Antitrust Laws, Seller agrees that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the assets, properties and operations of the Business and such examination of the books and records of Seller pertaining to the Business, the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records at Purchaser’s sole expense; it being understood, however, that the foregoing shall not entitle Purchaser to access (i) the books, records and documents referred to in Section 2.4(f), (ii) any books, records or documents access to which by Purchaser Seller reasonably determines would be competitively disadvantageous to Seller in any material respect or (iii) any books, records or documents the disclosure of which by Seller to Purchaser would (A) violate any patient confidentiality obligation of Seller or (B) any other agreement or any obligation of confidentiality to which Seller is a party or is bound prior to the date hereof or (C) any obligation of confidentiality by which Seller is bound under applicable Law. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to any restrictions on disclosure by Seller to Purchaser or use of the information contained therein by Purchaser applicable pursuant to any agreement to which Seller is a party or is bound prior to the date hereof or under applicable Law. Seller shall cause its officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate

with Purchaser and Purchaser's representatives in connection with such investigation and examination, and Purchaser and its representatives shall cooperate with Seller and its representatives and shall use their reasonable efforts to minimize any disruption to Seller's business and operations, including the Business. Notwithstanding anything herein to the contrary, Seller shall not be required to permit any such investigation or examination if, and to the extent that, Seller, upon advice of counsel, determines that such investigation or examination by Purchaser would or is reasonably likely to result in a loss of any attorney-client or attorney work product privilege available to Seller.

8.2 Conduct of the Business Pending the Closing. Prior to the Closing, except (1) as set forth on Schedule 8.2, (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or the Sale Order, or (4) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld or delayed), Seller shall conduct the Business only in the Ordinary Course of Business.

8.3 Patient Record Transition. Within five (5) days of the entry of the Sale Order, Seller shall use commercially reasonable efforts to execute a data extraction agreement with McKesson and e-Clinical for the transfer of Patient Records in an electronic machine readable format to Purchaser no later than the Closing Date. For the purpose of clarity, the agreement shall provide that the Patient Records shall be transferred in a timely manner so that Purchaser has the Patient Records on its server by the Effective Time.

8.4 Consents.

(a) Seller shall use its commercially reasonable efforts, and Purchaser shall cooperate with Seller, including by taking the actions referred to in Section 8.6, to obtain at the earliest practicable date all consents, approvals, authorizations, waiver and Orders required to be obtained by Seller, and to give at the earliest practicable date any notices required to be given by Seller, in order for Seller to consummate the Contemplated Transactions on the terms and in the manner provided hereby; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Body) or to initiate any litigation or legal proceedings to obtain any such item except as otherwise provided by Section 8.6.

(b) Purchaser shall use its commercially reasonable efforts, and Seller shall cooperate with Purchaser, including by taking the actions referred to in Section 8.6, to obtain at the earliest practicable date all consents, approvals, authorizations, waivers, Orders, licenses and Permits required to be obtained by Purchaser, and to give at the earliest practicable date any notices required to be given by Purchaser, in order for Purchaser to consummate the Contemplated Transactions on the terms and in the manner provided hereby and to operate the Business after the Closing; provided, however, that Purchaser shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Authority) or to initiate any litigation or legal proceedings to obtain any such consent or approval except as otherwise provided by Section 8.6.

(c) Other than the amounts to be paid by Purchaser pursuant to Section 2.5, nothing contained herein shall require Seller to expend any funds in order to remove or eliminate any Lien on any Purchased Asset in order to deliver such Purchased Asset to Purchaser pursuant to this Agreement free of such Lien; provided, however, in respect of any such Lien, Purchaser nevertheless shall not be required to consummate the Contemplated Transactions unless the conditions referred to in Sections 10.1 are satisfied or waived by Purchaser.

(d) That certain Real Property Lease with Aberdeen-Monroe County Hospital shall have been extended for an additional ten (10) years, pursuant to its terms.

8.5 Insurance. Seller shall cause the Insurance Policies to remain continuously in force through and including the date of Closing. Except (a) as required by applicable Law or by order of the Bankruptcy Court, (b) as otherwise contemplated by this Agreement, or (c) with the prior written consent of Purchaser, Seller shall not, solely as it relates to the Purchased Assets (i) subject the Purchased Assets to any Lien; or (ii) sell, assign, license, transfer, convey, lease, or otherwise dispose of any portion of the Purchased Assets. As of the Closing, Purchaser shall have appropriate insurance coverage in place for the Business consistent with what would be maintained under good industry business practices.

8.6 Regulatory Approvals.

(a) Purchaser, at its own cost and expense, shall, within ten (10) Business Days after the date of this Agreement, submit those Healthcare Regulatory Consent required in order for Purchaser to consummate the Contemplated Transactions and to operate the Business in accordance with Law and identified on Schedule 8.6 (collectively, the "Healthcare Applications"). Purchaser shall provide Seller with an opportunity to review the Healthcare Applications in advance of filing. Purchaser shall diligently pursue the Healthcare Applications and shall timely submit all information and documents requested in connection therewith by any Governmental Body. Purchaser shall provide Seller with prompt written notice of Purchaser's submission of a Healthcare Application. Within five (5) business days of its submission or receipt, Purchaser shall deliver to Seller a complete copy of all correspondence to or from any applicable Governmental Body having jurisdiction concerning a Healthcare Application. Purchaser shall provide Seller with monthly reports of Purchaser's efforts to obtain all Healthcare Regulatory Approvals. Purchaser shall not take action any prior to the Closing that might disqualify Purchaser as an established and licensed operator of the Business.

(b) If necessary, Purchaser and Seller shall (a) make or cause to be made all filings required of each of them or any of their respective Affiliates in respect of the Contemplated Transactions under any applicable Law, other than those referred to in Sections 8.6(a) or 8.6(b), including such filings as are required to obtain the consents, approvals, authorizations, waivers, Orders, licenses or Permits or to provide the notices specified in Schedules 5.4, 5.13 or 6.3(b), as promptly as practicable, (b) comply at the earliest practicable date with any request for additional information, documents, or other materials received by each of them or any of their respective Affiliates from any Governmental Body in respect of such filings or the Contemplated Transactions, and (c) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable law, providing copies of all such documents to the non-filing Parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any Governmental Body under such Laws with respect to any such filing or any such transaction.

(c) Each such Party shall use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Contemplated Transactions. Each such Party shall promptly inform the other Parties hereto of any material oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No Party hereto shall independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other Parties hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate.

8.7 Further Assurances. Each of Seller and Purchaser shall use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the Contemplated Transactions and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Contemplated Transactions. In addition, if Seller after the Closing receives payment on any account receivable that is a Purchased Asset it shall as soon as practicable remit such amount received

to Purchaser, together will such information identifying the account to which such payment relates as is reasonably available to Seller, and, if Purchaser after the Closing receives payment on any account receivable that is an Excluded Asset it shall as soon as practicable remit such amount received to Seller, together will such information identifying the account to which such payment relates as is reasonably available to Purchaser. Without limiting the generality of the foregoing, if Purchaser or any of its Affiliates shall at any time after the Closing receive any charitable gift, contribution or bequest that might be an Excluded Asset, or shall receive any notice that such a charitable gift, contribution or bequest may be received or available to Purchaser, Purchaser shall give notice thereof to Seller and make available to Seller upon reasonable request such information that Purchaser or any of its Affiliates has available to it regarding such gift, contribution or bequest and will cooperate with Seller in determining whether such gift, contribution or bequest should be characterized as an Excluded Asset or a Purchased Asset. The provisions of this Section 8.7 shall survive the Closing.

8.8 Confidentiality. Purchaser acknowledges that the Confidential Information provided to it in connection with this Agreement, including pursuant to Section 8.1, and the consummation of the Contemplated Transactions, is subject to the terms of the Confidentiality Agreement between Purchaser and Solic Capital Advisors, LLC dated [REDACTED] 2016 (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference and, to the extent applicable, supersede any conflicting or inconsistent provisions contained in this Agreement. Effective upon, and only upon, the Closing Date, the Confidentiality Agreement shall terminate with respect to information relating solely to the Business or otherwise included in the Purchased Assets; provided, however, that Purchaser acknowledges that any and all other Confidential Information provided to it by Seller or its representatives concerning Seller shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. For purposes of this Section 8.8, "Confidential Information" shall mean any confidential information with respect to, including, methods of operation, customers, customer lists, prices, fees, costs, Technology, inventions, Trade Secrets, know-how, Software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters.

8.9 Preservation of Records. Seller and Purchaser agree that each of them shall preserve and keep the records held by it or their Affiliates relating to the Business for a period of seven (7) years from the Closing Date or the maximum period of time required by law, whichever is longer, and shall make such records and personnel available to the other as may be reasonably required by such Party in connection with, among other things, any insurance claims by, Legal Proceedings or tax audits against or other governmental or healthcare payor investigations or audits of Seller or Purchaser or any of their Affiliates or in order to enable Seller or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Seller or Purchaser wishes to destroy such records before or after that time, such Party shall first give ninety (90) days prior written notice to the other Party and such other Party shall have the right at its option and expense, upon prior written notice given to such Party within such ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice.

8.10 Publicity. Neither Seller nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Contemplated Transactions without obtaining the prior written approval of the other Party hereto, which approval will not be unreasonably withheld or delayed, unless, in the judgment of Purchaser or Seller upon advice of counsel, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock market on which Purchaser's securities are listed, provided that the Party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof.

8.11 Supplementation and Amendment of Schedules. Seller may, at its option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information disclosed in the Schedules shall constitute a disclosure for all purposes of this Agreement notwithstanding any reference to a specific section in a Schedule, and all such information shall be deemed to qualify the entire Agreement and not just such section. From time to time prior to the Closing, Seller shall have the right to supplement or amend the Schedules with respect to any matter hereafter arising or discovered after the delivery of the Schedules pursuant to this Agreement. If the Closing shall occur, then Purchaser shall be deemed to have waived any right or claim pursuant to the terms of this Agreement or otherwise, including pursuant to ARTICLE XI hereof, with respect to any and all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing.

8.12 Misdirected Payments. Purchaser and Seller covenant and agree to hold in trust and remit, within ten (10) days of receipt (unless a different time period is otherwise specified in this Agreement or in the TSA), to the other any payments received that are on or in respect of notes or Accounts Receivable owned by (or are otherwise payable to) the other.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Offers of Employment. Not later than thirty (30) days prior to the Closing, Seller shall provide Purchaser a list of Seller's employees by location and their respective salaries, benefits and job descriptions. Not later than fifteen (15) days prior to Closing, Purchaser shall identify for Seller which employees it intends to hire as of Closing. Such individuals who accept such offer of employment are hereinafter referred to as the "Transferred Employees." Pursuant to the "Standard Procedure" provided in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, (i) Purchaser and Seller shall report on a predecessor/successor basis as set forth therein, (ii) Seller will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) Purchaser will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Employees are employed by Purchaser that includes the Closing Date, excluding the portion of such year that such Employee was employed by Seller. Any employee not offered a job with Purchaser shall be terminated at Closing by Seller.

9.2 Employment Terms; Employee Benefits.

(a) Purchaser shall provide, or cause to be provided, for a period ending not earlier than the end of the third month following the Closing Date or such longer period of time required by applicable Law, to each of the Transferred Employees, compensation (including salary, wages and opportunities for commissions, bonuses, incentive pay, overtime and premium pay) location of employment, and a position of employment substantially equivalent to those provided to such Transferred Employee immediately prior to the Closing) and employee benefits including an employee retirement plan (as defined in ERISA) in substantially the form that Purchaser provides to similarly situated employees, subject, however, to the provisions of Section 9.2(b).

(b) For purposes of eligibility and vesting (but not benefit accrual) under the employee benefit plans of Purchaser providing benefits to Transferred Employees (the "Purchaser Plans"), Purchaser shall credit each such Transferred Employee with his or her years of service with Seller and any predecessor entities, to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan. The Purchaser Plans shall not deny any

such Transferred Employees coverage on the basis of pre-existing conditions and shall credit against any deductibles provided by such Purchaser Plan in respect of a Transferred Employee's participation in the Purchaser Plans for the year in which the Closing occurs for any out-of-pocket expenses paid by the Transferred Employee before the Closing during such year. A defined contribution plan designated by Purchaser shall accept the direct rollover of electing Transferred Employees' benefits from the Pioneer Health Services, Inc. 401(k) Plan.

(c) Subject to Seller's compliance with Section 9.1 and except as provided in Section 9.2(a), nothing contained in this Agreement shall be construed to prevent the termination of employment of any individual Transferred Employee or any change in the employee benefits available to any individual Transferred Employee.

(d) As between Purchaser and Seller, Seller shall be responsible for all Liabilities with respect to the Transferred Employees referred to in Section 9.1 attributable to their accrued and unused vacation, sick days and personal days through the Closing Date.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Contemplated Transactions as provided by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) Representations and Warranties. The representations and warranties of Seller set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date) and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect; provided, however, that in the event any such representation or warranty has been breached the condition set forth in this Section 10.1(a) shall nevertheless be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a Material Adverse Effect;

(b) Compliance with Covenants. Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect; provided, however, that the condition set forth in this Section 10.1(b) shall be deemed satisfied unless all such failures to so perform or comply taken together result in a Material Adverse Effect; and

(c) Closing Deliverables. Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

10.2 Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) Representations and Warranties. The representations and warranties of Purchaser set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, at and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date), and Seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Compliance with Covenants Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(c) Closing Deliverables Purchaser shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 4.3; and

(d) Cure. Prior to the Closing, Purchaser shall have cured, or made arrangements satisfactory to Seller in its sole discretion, to promptly cure, any and all defaults or payments under the Purchased Contracts that are required to be cured under the Bankruptcy Code (including any payments pursuant to Section 2.5), so that they may be assumed by Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code.

10.3 Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Purchaser and Seller to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(a) Action/Proceeding/Litigation. No Governmental Body shall have issued an Order restraining or prohibiting the Contemplated Transactions; no Governmental Body shall have commenced or threatened in writing to commence any action or suit before any court of competent jurisdiction or other Governmental Body that seeks to restrain or prohibit the consummation of the Contemplated Transactions or impose material damages or penalties in connection therewith. No Legal Proceeding relating to the Contemplated Transactions shall be pending, unless the Parties agree that such Legal Proceeding does not constitute a material obstacle to the consummation of the Contemplated Transactions in accordance with the terms hereof;

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which order shall have become a Final Order;

(c) Settlement Agreement. The Settlement Agreement shall be in form and substance reasonably acceptable to Seller and Purchaser; and

(d) Consents. The Parties shall have received the consents or approvals required by Section 5.3, if applicable, and the consents, approvals, licenses or Permits, or waivers thereof, of the Governmental Bodies identified in Schedule 10.3(d) and shall have given the notices required by Schedule 10.3(d), provided, with respect to the Healthcare Regulatory Consent, Purchaser shall have received reasonable and customary assurances of the receipt thereof following Closing.

10.4 Frustration of Closing Conditions. Neither Seller nor Purchaser may rely on the failure of any condition set forth in Section 10.1, 10.1(c) or 10.3, as the case may be, to excuse it from consummating the Contemplated Transactions if such failure was caused by such Party's failure to comply with any provision of this Agreement.

ARTICLE XI

SURVIVAL

11.1 No Survival of Representations and Warranties. The Parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and none of the Parties shall have any liability to each other after the Closing for any breach thereof. The Parties hereto agree that the covenants contained in this Agreement to be performed or otherwise adhered to at or after the Closing shall survive the Closing hereunder, and each Party hereto shall be liable to the other after the Closing for any breach thereof.

11.2 Limitation on Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no Party shall, in any event, be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof. Damages shall be limited to the Escrowed Funds.

ARTICLE XII

TAXES

12.1 Transfer Taxes. Purchaser shall be responsible for (and shall indemnify and hold harmless Seller and its directors, officers, employees, Affiliates, agents, successors and permitted assigns against) any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the Contemplated Transactions ("Transfer Taxes"). To the extent that any Transfer Taxes are required to be paid by Seller (or such Transfer Taxes are assessed against Seller), Purchaser shall promptly reimburse Seller, as applicable, for such Transfer Taxes. Seller and Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes. Seller and Purchaser shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds to Transfer Taxes.

12.2 Taxes. Purchaser shall be responsible for all real and personal property Taxes or similar ad valorem obligations levied with respect to the Purchased Assets (i) accrued during any taxable period commencing after the Closing Date; and (ii) its pro rata share of any taxes accruing during a taxable period that encompasses the Closing Date (in such event, Purchaser shall be liable for the pro rata share accruing on and after the Closing Date through the end of the applicable tax period. If any Taxes subject to this Section are paid prospectively by Seller, the amount of such Taxes paid shall be paid promptly by Purchaser to Seller.

12.3 Purchase Price Allocation. For tax purposes only, Seller and Purchaser shall allocate the Purchase Price (including the Assumed Liabilities) among the Purchased Assets as specified in Schedule 12.3 and, in accordance with such allocation, Purchaser shall prepare and deliver to Seller copies of Form 8594 and any required exhibits thereto (the "Asset Acquisition Statement"). The Purchase Price shall be allocated in accordance with the Asset Acquisition Statement and all income Tax Returns and reports filed by Purchaser and Seller shall be prepared consistently with such allocation. Notwithstanding anything in this Section 12.3 to the contrary, the Asset Acquisition Statement shall (i) in

no way limit the ability of Seller to divide the Purchase Price or to distribute the cash portion of the Purchase Price between or among the entities comprising Seller for purposes of this Agreement and their respective creditors; and (ii) not be applicable to or binding upon any creditor of any of the entities comprising Seller for purposes of this Agreement.

ARTICLE XIII

MISCELLANEOUS

13.1 Expenses. Except as otherwise provided in this Agreement, each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

13.2 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any Party hereto shall be entitled to injunctive relief with respect to any such breach, including without limitation specific performance of such covenants, promises or agreements or an order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 13.2 shall be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

13.3 Submission to Jurisdiction; Consent to Service of Process. Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Contemplated Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.7 hereof; provided, however, that if the Bankruptcy Case has closed, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Mississippi sitting in or near Jackson, Mississippi and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties hereto hereby consents to process being served by any Party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.7.

13.4 Waiver of Right to Trial by Jury. Each Party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

13.5 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or

agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

13.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi applicable to contracts made and performed in such State.

13.7 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or other electronic transmission or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Seller, to: Pioneer Health Services of Monroe County, Inc.
c/o Pioneer Health Services
110 Pioneer Way
Magee, MS 39111
Attention: _____
Fax: _____
Email: _____

With a copy to: Brian Browder, Esq.
Waller Lansden Dortch & Davis, LLP
Nashville City Center
511 Union Street, Suite 2700
Nashville, TN 37219-8966
Fax: _____
Email: _____

And: Darryl S. Laddin
Counsel to the Official Committee of Unsecured Creditors
Arnall Golden Gregory LLP
171 17th Street, NW, Suite 2100
Atlanta, GA 30363
Fax: _____
Email: _____

If to Purchaser, to: Boa Vida Hospital of Aberdeen, MS, LLC
C/O K. Singh, MD. President
10996 Four Seasons Place, 100A
Crown Point, IN 46307
indiatres@yahoo.com

With a copy to: James W. O'Mara
(which copy shall Phelps Dunbar LLP
not constitute 4270 I-55 North

notice) Jackson, MS 39211
FAX- 601-360-9777
omaraj@phelps.com

13.8 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Contemplated Transactions are consummated as originally contemplated to the greatest extent possible.

13.9 - Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other Party hereto and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign its right to acquire any or all of the Purchased Assets and its other rights hereunder to an entity wholly owned by it that also assumes all of Purchaser's obligations hereunder (but such assumption shall not relieve Purchaser of its obligations hereunder), with the consent of Seller, which shall not be unreasonably withheld. No permitted assignment of any rights hereunder and/or assumption of obligations hereunder shall relieve the Parties hereto of any of their obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

13.10 No Personal Liability. In entering into this Agreement, the Parties understand, agree and acknowledge that no director, trustee, officer, manager, member, employee, shareholder, attorney, accountant, advisor or agent of any Party hereto shall be personally liable or responsible to any other Party or its Affiliates, directors, trustees, officers, managers, members, employees, shareholders, attorneys, accountants, advisors or agents for the performance of any obligation under this Agreement of any Party to this Agreement or the truth, completeness or accuracy of any representation or warranty contained in, or statement made in, this Agreement or any document prepared pursuant hereto and that all obligations hereunder are those of the named Parties only (but nothing contained herein shall limit the liability of any person for his or her fraudulent acts).

13.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PURCHASER:

SELLER:

Boa Vida Hospital of Aberdeen, MS, LLC

Pioneer Health Services of Monroe County, Inc.



By: _____

By: _____

Name: _____

Its: _____

Name: Kirnjot Singh, MD

Its: President

Solely for the purposes of consenting to and approving the assignment of certain Contracts in the name of the undersigned to Purchaser, the undersigned executes this Agreement:

Pioneer Health Services, Inc.

By: _____

Name: _____

Its: _____

AMENDMENT TO ASSET PURCHASE AGREEMENT

This AMENDMENT TO ASSET PURCHASE AGREEMENT (the "Amendment"), is made as of this 24th day of May, 2017 by and among Boa Vida Hospital of Aberdeen, MS, LLC, a Mississippi limited liability company (the "Purchaser"), Pioneer Health Services of Monroe County, Inc., a Mississippi corporation (the "Seller"). The Purchaser and the Seller are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties are party to that certain Asset Purchase Agreement dated as of May 15, 2017 (the "Purchase Agreement"); and

WHEREAS, the Parties desire to amend the Purchase Agreement on the terms and conditions set forth herein.

NOW THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to become legally bound, agree as follows.

AGREEMENT

1. Capitalized Terms. Each capitalized term appearing but not defined herein shall have the meaning ascribed thereto in the Purchase Agreement or the bidding procedures applicable to the Purchase Agreement.

2. Amendment.

(a) Section 2.2(c) of the Purchase Agreement is hereby deleted and replaced with the following:

"(c) all Accounts Receivable from the rendering of services and provision of medicine, drugs and supplies to patients by the Seller in connection with the Business prior to the Closing arising pursuant to Government Reimbursement Programs, and other claims of the Seller for the provision of goods or services to patients due from beneficiaries or governmental third party payors;"

(b) Section 4.1 of the Purchase Agreement is hereby deleted and replaced with the following:

"4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 (or the waiver thereof by the Party entitled to waive that condition) and in accordance with the Sale Order, the closing of the Contemplated Transactions (the "Closing") shall take place on August 31, 2017, (the "Closing Date"), which date shall be not less than thirty (30) days after entry of the Sale Order. Unless otherwise agreed by the Parties in writing, regardless of the time at which the Closing is completed, the Closing shall be deemed effective and all right, title and interest of Seller in the Purchased Assets to be acquired by Purchaser hereunder, and all risk of loss with respect to the Business, shall be considered to have passed to Purchaser as of 12:00:01 a.m. central time on the Closing Date (the "Effective Time")."

(c) Section 4.4(a)(i) of the Purchase Agreement is hereby deleted and replaced with the following:

“(i) if the Closing shall not have occurred by the close of business on September 1, 2017 (the “Termination Date”); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then the breaching Party may not terminate this Agreement pursuant to this Section 4.4(a)(i).”

(d) Section 8.12 of the Purchase Agreement is hereby deleted and replaced with the following:

“8.12 Misdirected Payments. Purchaser and Seller covenant and agree to hold in trust and remit, within fifteen (15) days of receipt (unless a different time period is otherwise specified in this Agreement or in the TSA), to the other any payments received that are on or in respect of notes or Accounts Receivable owned by (or are otherwise payable to) the other. As set forth in Section 5 of the TSA, each party further agrees that it will not pledge, hypothecate, lien, assign, or otherwise collateralize any funds held in trust by it for the other party. Each party also agrees that it will not setoff funds owed to the other party without the prior written consent of the other party, which consent shall not be unreasonably withheld. The parties further agree that the additional requirements set forth in Section 5 of the TSA shall be incorporated herein by reference.”

(e) Section 8.13 is hereby added to the Purchase Agreement as follows:

“8.13 Cooperation with Form 855 Filings. Seller shall deliver two (2) completed and original signed copies of (a) Sections 1A, 2F, 13 and 15 to CMS Form 855A for the Hospital and (b) signature pages to CMS Form 855B, if necessary, to Purchaser’s counsel no later than May 31, 2017. Purchaser’s counsel shall hold in escrow all such signature pages to the CMS Form 855 filings provided by the Seller and shall not submit any Seller signature pages to the CMS Form 855 filings until June 23, 2017, if Purchaser is the Successful Bidder; provided that Purchaser has received notice from Seller’s counsel (to be provided, if applicable, within twenty-four (24) hours of the Bid Deadline) that a Competing APA was submitted by a Qualified Bidder by the Bid Deadline; provided further, however, that if Purchaser receives notice from Seller’s counsel (to be provided, if applicable, within twenty-four hours of the Bid Deadline) of the absence of the submission of a Competing APA by a Qualified Bidder by the Bid Deadline, Purchaser may submit any Seller signature pages to the CMS Form 855 filings on or after June 1, 2017.”

3. Miscellaneous.

(a) This Amendment shall be governed by the internal laws of the State of Mississippi as to all matters, including but not limited to matters of validity, construction, effect and performance.

(b) On and after the date hereof, each reference in the Purchase Agreement to “this Agreement” or word of like import shall mean and be deemed to be a reference to the Purchase Agreement as amended hereby.

(c) Except as amended and modified hereby, the Purchase Agreement is in all respects ratified and confirmed as of the date hereof, and the terms, covenants and agreements therein shall remain in full force and effect. In the event of any inconsistency or conflict between this Amendment and Purchase Agreement, this Amendment shall control.

(d) This Amendment may be executed in two or more counterparts (including by means of telecopied or PDF signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the Parties have duly signed this Amendment on the date first written above.

PURCHASER:

Boa Vida Hospital of Aberdeen, MS, LLC



By: _____

Name: Kirnjot Singh, MD

Its: President

SELLER:

Pioneer Health Services of Monroe County, Inc.

By: _____

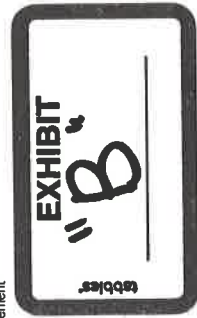
Name: _____

Its: _____

PIONEER HEALTH SERVICES ("PIONEER") - Aberdeen Assumed/Rejected Leases

18-Mar-17

Vendor	Equipment Leases	Type	Description	Operating / Capital	Balance	Cure Costs [1]	Designation	Note
McKesson Related								
McKesson Software License Agreement	Software	Equipment	Licensing Agreement for EMR System	N/A	\$0	\$0	Accept	
MedOne	Equipment	Equipment	McKesson equipment and services (EMR computer systems & hardware) - see tab for detail	Capital	\$99,792	\$99,927	Reject	
MedOne - Siemens	Equipment	Equipment	McKesson equipment and services (EMR computer systems & hardware) - see tab for detail	Capital	\$573	\$0	Reject	
MedOne - McKesson	Equipment	Equipment	McKesson equipment and services (EMR computer systems & hardware) - see tab for detail	Capital	\$577,980	\$598,690	Reject	
MedOne - McKesson	Equipment	Equipment	McKesson equipment and services (EMR computer systems & hardware) - see tab for detail	Capital	\$12,837	\$8,864	Reject	
MedOne	Equipment	Equipment	McKesson equipment and services (EMR computer systems & hardware) - see tab for detail	Capital	\$76,722	\$61,582	Reject	not in bankruptcy motion
MedOne	Equipment	Equipment	McKesson equipment and services (EMR computer systems & hardware) - see tab for detail	Capital	\$28,006	\$9,820	Reject	
First Financial Corp	Equipment	Equipment	Hardware not provided by McKesson for EMR - see tab for detail	Capital	\$90,226	\$40,475	Reject	
Non-McKesson Related								
CL IV (Regions)	Equipment	Equipment	Various office and IT equipment from Office Max, CDW, InsightDirect, etc.	Capital	\$10,036	\$11,997	Accept	Cure cost from motion: \$9,228
Bancorp South (Van)	Equipment	Equipment	Van	Capital	\$0	\$0	Accept	Cure cost from motion: \$597.88
Leasing Innovation (2700-0026)	Equipment	Equipment	Contains a variety of equipment incl. PT and other Med/Surg equipment - see tab for detail	Capital	\$40,555	\$19,772	Reject	
Leasing Innovation (2700-0040)	Equipment	Equipment	Contains a variety of equipment incl. PT and other Med/Surg equipment - see tab for detail	Capital	\$307,471	\$118,009	Reject	
Funding Well Capital	Equipment	Equipment	ZnGateway MBX	Capital	\$69,493	\$0	Reject	
Direct Credit Funding	Equipment	Equipment	Howard Medical Vendor - server, desktops, support, etc.	Capital	\$13,989	\$4,658	Reject	
GE	Equipment	Equipment	Bright Speed Elite 16 CT	Capital			Reject	
VanLease Lease	Equipment	Equipment	Various IT, kitchen, & medical equipment - see tab for detail	Operating			Reject	not in bankruptcy motion; mthly payment \$3,297.14
LaSalle Systems Leasing, Inc.	Equipment	Equipment	Chiller, HVAC, Washer Disinfector, Steam Sterilizer, Endo Equ, Generator, Ventilator, Surgical Table, Stimups, Monitor	Operating			Reject	not in bankruptcy motion; mthly payment \$17,879.7
Canon Financial Services	Equipment	Equipment	Canon IR 4235	Operating			Reject	not in bankruptcy motion; mthly payment \$208.76
National Processing Company/Lease Fin.	Equipment	Equipment	Credit Card Machine - approx 6 machines	Operating			Reject	not in bankruptcy motion; mthly payment \$571.2
Radiometer	Equipment	Equipment	ABL 80Co-Ox Analyzer	Operating			Reject	not in bankruptcy motion; mthly payment \$985.0
Tri-Tec Medical	Equipment	Equipment	Telemetry System & Monitors	Operating			Reject	not in bankruptcy motion; mthly payment \$2,450
Pinney Bowes Global	Equipment	Equipment	Postage Machine	Operating			Reject	not in bankruptcy motion; quarterly payment \$272.97
				Total	\$1,327,682	\$973,593		
				Total - Accepted Agreements	\$10,036	\$11,997		
				Total - Rejected Agreements	\$1,317,646	\$961,596		
				Equipment Lease Grand Total	\$1,327,682	\$973,593		
					\$0	\$0		
Vendor								
Vendor	Equipment Leases	Type	Description	Operating / Capital	Balance	Cure Costs	Designation	Note
Service Contracts								
Dr. Kevin Hayes	Service	Physician	Diversified Physician Services	N/A		\$42,261	Reject	Prepetition contract labor
Barry Vinick	Service	Psychological	Psychological consultation	N/A		\$0	Accept	Expired agreement
Det Norske Veritas Healthcare, Inc	Service	Management System	Management System Certification/Accreditation Agmt	N/A		\$0	Accept	PHS recently signed a new agreement
Merit Health Clinore Memorial	Service	Hospital services	Hospital services agmt (lab, radiology, etc.)	N/A		\$0	Accept	Expired agreement
Southeastern Biocommunication Assoc	Service	Swallow and voice therapy	Swallow and voice therapy	N/A		\$0	Accept	Expired agreement
Alliance Healthcare Services, Inc.	Service	MRI Services	MRI Services	N/A		\$22,520	Reject	per 6/15/17 motion
eClinical Works	Service	EMR	EMR	N/A		\$64,781	Reject	
				Total	\$0	\$64,781		



Total - Accepted Agreements \$0
 Total - Rejected Agreements \$64,781
 Service Contracts Grand Total \$64,781

Total - Accepted Agreements \$0
 Total - Rejected Agreements \$0
 Service Contracts Grand Total \$0

Vendor	Type	Description	Operating / Capital	Balance	Cure Costs	Designation	Note
Payor Contracts							
Cigna Health and Life Insurance Compan	Payor	Payor contract	N/A	\$3,840		Accept	
Humana Government Business, Inc.	Payor	Payor contract	N/A	\$0		Accept	
Magnolia Health Plan	Payor	Payor contract	N/A	\$0		Accept	
United HealthPlan, Inc. and United Health	Payor	Payor contract	N/A	\$7,800		Accept	only pre-petition
Mississippi Department of Rehab Service	Payor	Payor contract	N/A	\$0		Accept	
United HealthCare Insurance Company a	Payor	Payor contract	N/A	\$0		Accept	
United Healthcare of Mississippi	Payor	Payor contract	N/A	\$0		Accept	
USA Managed Care Organization, Inc. / A	Payor	Payor contract	N/A	\$0		Accept	
Windsor Health Plan, Inc.	Payor	Payor contract	N/A	\$0		Accept	
Baptist Health Services of the Mid-South,	Payor	Payor contract	N/A	\$0		Accept	
Blue Cross Blue Shield of Mississippi, a	Payor	Payor contract	N/A	\$0		Accept	
Connecticut General Life Insurance Com	Payor	Payor contract	N/A	\$0		Accept	
CorVel Corporation	Payor	Payor contract	N/A	\$0		Accept	
North Mississippi Health Link, Inc.	Payor	Payor contract	N/A	\$0		Accept	
Total - Accepted Agreements				\$0	\$11,640		
Total - Rejected Agreements				\$0	\$0		
Payor Contracts Grand Total				\$0	\$11,640		

Total - Accepted Agreements \$0
 Total - Rejected Agreements \$0
 Payor Contracts Grand Total \$0

Total - Accepted Agreements \$0
 Total - Rejected Agreements \$0
 Payor Contracts Grand Total \$0

Vendor	Type	Description	Operating / Capital	Balance	Cure Costs	Designation	Note
Real Estate Agreements							
Aberdeen-Monroe County Hospital	Real Estate	500 & 502 South Chestnut St.	N/A	\$0		Accept	
Hawkers Realty, LLC	Real Estate	40128 Hamilton Road, Hamilton, MS	N/A	\$0		Accept	
Monroe County, MS, The City of Aberdeen	Real Estate	Aberdeen Hospital Lease	N/A	\$0		Accept	
Monroe County, MS,	Real Estate	Aberdeen Hospital Lease	N/A	\$0		Accept	
John W. Jamison, III Irrevocable Trust an	Real Estate	502 Jackson St., Aberdeen MS	N/A	\$0		Accept	
Hemitage Place Limited Partnership	Real Estate	Cotton Gin Point, Amory, MS	N/A	\$0		Reject	
Rock Properties, LLC	Real Estate	60387 Cotton Gin Port Road, Suite 6 & 2, Amory, MS	N/A	\$0		Reject	
Scott Word and Ellie B. Word	Real Estate	253 W. Main St., Okolona, MS	N/A	\$0		Reject	
Nell F. Husbands	Real Estate	106 Strange Road, Starkville, MS	N/A	\$0		Reject	
Commercial Property Investments, LLC	Real Estate	2623 5th Street North, Columbus, MS	N/A	\$0		Reject	
Three Rivers MOB Loan	Real Estate	Loan for leasehold improvements at the Plaza (MOB)	N/A	\$132,447	\$32,700	Reject	not in bankruptcy motion
Total - Accepted Agreements				\$0	\$0		
Total - Rejected Agreements				\$132,447	\$32,700		
Real Estate Agreements Grand Total				\$132,447	\$32,700		

Total - Accepted Agreements \$0
 Total - Rejected Agreements \$132,447
 Real Estate Agreements Grand Total \$132,447

Total - Accepted Agreements \$0
 Total - Rejected Agreements \$132,447
 Real Estate Agreements Grand Total \$132,447

Vendor	Type	Description	Operating / Capital	Balance	Cure Costs	Designation	Note
Miscellaneous				\$0	\$0		
Novrads	CMS	CMS	Capital	\$861,190	\$0	Accept	
Novrads 12/31/15 Interim	CMS	CMS	Capital	\$822,628	\$0	Accept	
Novrads 2015 CR	CMS	CMS	Capital	\$234,391	\$0	Accept	
Premium Credit Corp	Insurance	Insurance	Capital	\$0	\$0	Reject	
Prime Rate Finance GL Policy	Insurance	Insurance	Capital	\$164,823	\$0	Reject	
Premium Credit Corp	Insurance	Insurance	Capital	\$43,167	\$29,566	Reject	
Premium Credit Corp #4053-16	Insurance	Insurance	Capital	\$98	\$0	Reject	
Premium Credit Corp #4022-15	Insurance	Insurance	Capital	\$950	\$0	Reject	
CapOne	Bank financing	Bank financing	Capital	\$2,043,697	\$0	Reject	
		Total		\$4,170,944	\$29,566		
		Total - Accepted Agreements		\$1,918,209	\$0		
		Total - Rejected Agreements		\$2,252,735	\$29,566		
		Miscellaneous Agreements Grand Total		\$4,170,944	\$29,566		
				\$0	\$0		
		TOTAL ACCEPTED		\$1,928,245	\$23,637		
		TOTAL REJECTED		\$3,702,827	\$1,088,642		
		GRAND TOTAL		\$5,631,072	\$1,112,279		

[1] Cure costs equates to monthly payments times the number of months behind, excluding any penalties. Cure costs would reduce principle balance.

Vendor	Type	Description	Operating / Capital	Balance	Cure Costs	Designation	Note
Providers							
Saleem Ali, MD	MD	Independent Contractor Agreement				Accept	
Saleem Ali, MD	MD	Medical Director Agreement				Accept	
Raymond Overstreet, MD	MD	Independent Contractor Agreement				Accept	
Teresa Parks, NP	NP	Independent Contractor Agreement				Accept	
John Browning, MD	MD	Independent Contractor Agreement				Accept	
Jaocn Carr, NP	NP	Independent Contractor Agreement				Accept	
Mark Filoux, MD	MD	Independent Contractor Agreement				Accept	
Lee Hom, MD	MD	Independent Contractor Agreement				Accept	
Sandy Lieu, MD	MD	Independent Contractor Agreement				Accept	
Edmund Miller, DO	DO	Independent Contractor Agreement				Accept	
Genie Vaughn, NP	NP	Independent Contractor Agreement				Accept	
Danny Moore, MD	MD	Independent Contractor Agreement				Accept	
Shelle Morfitt, NP	NP	Independent Contractor Agreement				Accept	
Lisa Dement, NP	NP	Independent Contractor Agreement				Accept	
Penny Finch, NP	NP	Independent Contractor Agreement				Accept	
Nina Jurney, NP	NP	Independent Contractor Agreement				Accept	
Lisa Mason, NP	NP	Independent Contractor Agreement				Accept	
Jacob Robinson, NP	NP	Independent Contractor Agreement				Accept	
Adam Smith, MD	MD	Independent Contractor Agreement				Accept	
Woodrow Brand, MD	MD	Independent Contractor Agreement				Accept	
Tim Whittle, MD	MD	Independent Contractor Agreement				Accept	

CMS/MONROE COMPROMISE AGREEMENT

This agreement shall be known as the CMS/Monroe Compromise Agreement.

The Parties to the CMS/Monroe Compromise Agreement are:

- Pioneer Health Services of Monroe County, Inc. (“Debtor”), which filed a Chapter 11 bankruptcy case on March 30, 2016 in the United States Bankruptcy Court for the Southern District of Mississippi (“Bankruptcy Court”), which case is designated Case No. 16-01125-NPO, and which case is jointly administered under Lead Case No. 16-01119-NPO;
- Boa Vida Hospital of Aberdeen, MS, LLC, a Georgia limited liability company (“Buyer”), which proposes to purchase certain assets of Debtor; and
- The Centers for Medicare & Medicaid Services (“CMS”), the agency of the United States Department of Health and Human Services that administers the Medicare program, under Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395 *et seq.*, acting through the United States Department of Justice.

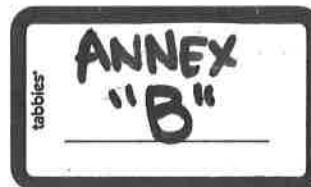
WHEREAS, Debtor holds a Medicare Provider Agreement in connection with the following health care operations: Pioneer Community Hospital of Aberdeen (Medicare provider 25-1302, with subunits 25-M302, 25-Z302); Pioneer Family Medical (Medicare provider 25-8515); Pioneer Family Medical (Medicare provider 25-8521); Nina Journey Family Medical (25-8537); and Chestnut Medical Clinic (25-8975) (“Medicare Provider Agreements”);

WHEREAS, Debtor intends to sell certain active health care operations, as a going concern, to Buyer (“Sale”); and WHEREAS, in conjunction with the Sale, Debtor wishes to assume the Medicare Provider Agreements and to assign the Medicare Provider Agreements to Buyer;

WHEREAS, the Parties wish to reach a resolution of any and all claims or matters regarding Medicare payments and Medicare overpayment liabilities related to the Medicare Provider Agreements for all fiscal periods through the date of closing of the Sale, as determined administratively by CMS or by any of its Medicare contractors;

WHEREAS, upon its review of all the specific and unique facts and circumstances, CMS has chosen to approve certain terms, and WHEREAS all Parties have agreed to those certain terms, in aid of the Sale;

ACCORDINGLY, all Parties do hereby agree to the following terms:



1. Treatment of Medicare overpayments. Buyer shall be liable for the recoupment or the repayment of certain Medicare overpayments that have occurred at any time through the date of closing of the Sale, on the following terms:

a. The amount of \$400,000 shall be paid to Novitas Solutions, the Medicare administrative contractor, within ten (10) days of the date of closing of the Sale. Novitas Solutions shall credit the payment against any existing determined Medicare overpayment in accordance with direction by CMS.

b. Buyer shall be liable for the recoupment or repayment of an additional amount of up to \$1,973,000 in Medicare overpayments that have occurred at any time through the date of closing of the Sale. Buyer may request extended recoupment terms for any overpayment, and any such request shall be reviewed under the standard procedures and criteria for the same.

c. Buyer's total liability for the recoupment or repayment of Medicare overpayments that have occurred at any time through the date of closing of the Sale shall not exceed \$2,373,000.

3. Treatment of Medicare amounts due. Without regard to the obligations stated in paragraph 1, CMS shall retain permanently any Medicare payment due that may be determined in conjunction with any Medicare cost report review, any periodic review, or any other retrospective review, for any fiscal period through the date of closing of the Sale, including any payment claimed, asserted, or due for Meaningful Use/Electronic Health Records ("MU/EHR"), but excluding Medicare payments due for individual Medicare claims submitted by Debtor for services provided prior to the date of closing of the Sale. Debtor and Buyer shall waive all rights or claims to any Medicare payment due that may be determined in conjunction with any Medicare cost report review, any periodic review, or any other retrospective review and to any MU/EHR payment that relates to any time period through the date of closing of the Sale.

4. Waiver of Medicare appeal rights. Debtor and Buyer shall waive any and all rights to appeal or to otherwise challenge, in any forum or by any means, any Medicare administrative determination, any Medicare overpayment, or any Medicare payment due, related to any Medicare cost report review, any periodic review, or any other retrospective review, with regard to any fiscal period through the date of closing of the Sale. Consistent with this paragraph, any pending Medicare appeals related to any Medicare cost report review, periodic review, or any other retrospective review shall be dismissed promptly.

5. Regulatory requirements for recognition of change of ownership. There shall be no waiver or modification of the regulatory requirements for the recognition of a change of ownership under Medicare law and policy.

6. Medicare law and policy to govern. Except as expressly provided in the CMS/Monroe Compromise Agreement, the terms of Medicare law and policy shall govern in full.

7. Administrative matters only. The CMS/Monroe Compromise Agreement governs the aforementioned administrative matters only.
8. Conflict. To any extent that the CMS/Monroe Compromise Agreement may conflict with any document filed or entered in the bankruptcy case, the terms of the CMS/Monroe Compromise Agreement shall govern as to all matters treated herein, unless the Parties agree in writing to any revision.
9. Resolution of objections of United States. The Parties shall submit language, suitable to all Parties, for inclusion in any order of the Bankruptcy Court approving the Sale, to the effect that the CMS/Monroe Compromise Agreement resolves the objections of the United States to the terms of the Sale with regard to the treatment of the Medicare Provider Agreements.
10. Binding effect on successors and assigns. The CMS/Monroe Compromise Agreement shall be binding upon the parties, their successors, and assigns.
11. Limitation. The CMS/Monroe Compromise Agreement shall govern only in the event that the Sale closes within 45 days of the Bankruptcy Court's approval of the Sale, unless the Parties agree otherwise in writing. If the Sale fails to close within this timeframe, the CMS/Monroe Compromise Agreement shall be null and void.
12. Authorization of counsel. Each of the undersigned counsel is duly authorized to bind his or her respective client.

(6/21/2017)

(Signatures to follow on the next page)

Signed this 23rd of June, 2017:

For Pioneer Health Services of Monroe County, Inc. ("Debtor"):




Craig M. Geno
Law Offices of Craig Geno, PLLC
587 Highland Colony Pkwy
Ridgeland, MS 39157
(601) 427-0048

For Boa Vida Hospital of Aberdeen, MS, LLC ("Buyer"):



RICHARD MONTAGUE for
James W. O'Mara
Phelps Dunbar LLP
4270 I-55 North
Post Office Box 16114
Jackson MS 39225-6114
(601) 352-2300

For the Centers for Medicare & Medicaid Services ("CMS"):



David N. Usry
Assistant United States Attorney
Office of the United States Attorney for the Southern District of Mississippi
501 East Court Street, Suite 4.430
Jackson MS 39201
Phone: (601) 973-2836