IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI

IN RE:
PIONEER HEALTH SERVICES, INC.[1] **NO. 16-01119-NPO**
DEBTOR **CHAPTER 11**

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

COMES NOW Pioneer Health Services, Inc. (the "Movant" or the "Debtor") and files this, its *Motion to Sell Substantially All of the Assets Owned by Pioneer Health Services, Free and Clear of Liens, Claims and Interests, with Liens Attaching to Proceeds of Sale, Outside the Ordinary Course of Business* (the "Motion"), and in support thereof would respectfully show as follows, to-wit:

INTRODUCTION AND BACKGROUND

1. Debtor initiated this case by the filing of a Voluntary Petition under Chapter 11 of the Bankruptcy Code on the 30th day of March, 2016. Movant is the Debtor-in-Possession in this Chapter 11 case. Subsequent thereto, the Debtor has been, and is, the duly qualified, and acting Debtor-in-Possession in this Chapter 11 case. The Debtor is in control of its assets and is managing and operating the Debtor-in-Possession's businesses.

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[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".

2. This Honorable Court has jurisdiction of 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.

3. Debtor is the owner of all the subsidiaries that have filed bankruptcy and owner of various non-bankrupt entities. It is also the "management company" for all "operating" entities. In addition, it provides consulting, billing and collection services to non-affiliated third parties.

5. SOLIC Capital Advisors, upon being retained as financial advisor on July 1, 2016, began compiling an electronic data room for the Debtor containing historical operating, financial, legal and regulatory facility related information. SOLIC granted data room access to a number of parties expressing initial interest in acquiring the Debtor. 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 the Debtor. SOLIC received an asset purchase agreement for the purchase of the Debtor from Lackey Healthcare Management, LLC ("Lackey") dated as of August 14, 2017, and amended and restated as of October 10, 2017, a copy of which is attached, incorporated by reference and marked as **Exhibit "A".** Additionally, disclosure schedules, as amended, related to the transaction were also prepared by the Debtor and Lackey, and a copy of the amended disclosure schedules is attached, incorporated by reference and marked as **Exhibit "B"**.

6. At this time, the Lackey proposal represents the highest and bed bid received, with the Movant and Lackey in mutual agreement on the terms of the attached asset purchase agreement. The Lackey proposal represents the best opportunities for this entity to continue to operate and to preserve its going concern value, to retain employment of as many employees as possible and to generate the greatest return to creditors and parties in interest.

7. As required by the Lackey agreement, 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, Inc.]* **[DK #2274]** (the "Bid Procedures Motion") seeking approval of Lackey as a "stalking horse", approving bidding procedures, scheduling an auction and sales hearings and related matters. The Court entered an Order on November 16, 2017 **[DK #2552]** granting the Bid Procedures Motion and that Order is hereinafter referred to as the "Bid Procedures Order". A copy of the Bid Procedures Order is attached, incorporated by reference and marked as **Exhibit "C"** hereto.

8. The Bid Procedures Order schedules the Motion for hearing on **December 11, at 1:30 p.m.**, schedules an auction of the assets of the Debtor, and establishes certain deadlines for the filing of overbids, sale objections and related matters. The auction of assets is scheduled for **December 11, 2017** at the United States Bankruptcy Court, Southern District of Mississippi, 501 E. Court Street, Jackson, MS 39201, at **10:30 a.m.**

9. The Bid Procedures Order not only approves and establishes bid procedures in connection with the sale of the assets of the Debtor, it also establishes Lackey as the "Stalking Horse Bidder" in connection with the transaction that is contemplated by and between the Debtor and Lackey. As noted, the Debtor and Lackey negotiated an amended and restated asset purchase agreement (the "APA"), which is Exhibit "A" hereto. This APA not only establishes the terms and conditions of the contemplated sale from the Debtor to Lackey, it shall be used as

the template APA for any other interested purchasers or bidders who elect to make a bid for the Assets (as defined in the attached Bid Procedures Order).

10. All interested bidders who desire to extend an offer for the assets, will be afforded that opportunity by submitting a Qualified Bid for the assets by the Bid Deadline of **5:00 p.m. (Central Time), November 17, 2017.**

11. The Bid Procedures Order describes the form of bids, and approves the selection of Lackey as a Stalking Horse Bidder.

12. The Debtor believes that a sale of its Assets as contemplated by this Motion and the Bid Procedures Order will maximize the value of the estate. While the exact Assets that will be sold are dependent upon the terms of a Qualified Bid(s) as well as defined in the Bid Procedures Order, the Debtor seeks authority to sell all of the Assets.

13. The Debtor believes that in the event the Motion is approved, the result will be a successful sale of the Debtor's Assets.

14. Accordingly, the Debtor at this time seeks authority to sell the Assets.

15. In addition to the relief set forth above, upon a hearing with respect to the Motion, the Debtor requests entry of an order that will, *inter alia*, (i) find that the buyer(s) of the Assets has bid, negotiated and purchased in good faith, and (ii)waive any stays, if they exist, set forth in the Bankruptcy Rules so the sale can be closed as soon as possible.

16. A prompt sale of the Assets will likely enable the Debtor to realize good value for the Assets. The Debtor believes that the terms and conditions set forth in the Motion, and in the Bid Procedures Order, are fair and equitable to all interested purchasers and the Debtor, and thus reflect a transaction that will ultimately result in a successful sale of the Debtor's Assets. The Debtor believes that any material delay in consummating the proposed sale of the Assets will

result in a reduction in the value of the Debtor's Assets. Therefore, the Debtor submits that the proposed sale of the Assets is justified and should be approved by the Court.

17. As part of this Motion, and consistent with the Bid Procedures Order, the Debtor shall also seek authority to assume and assign certain contracts and leases to the ultimate purchaser. Further, as soon as practicable, and in no event later than the Bid Deadline, all Qualified Bidders shall designate those contracts and leases as to which any bidder desires that the Debtor assume, and then assign, or assign, to the ultimately successful purchaser. Such designation shall provide the amount, method and timing of any economic cures or other cures of default that the ultimate prevailing purchaser may need, or desire, to submit to the Debtor in connection with the assumption and assignment process. To the extent that there are disputes regarding any of the cure amounts or other issues, the applicable parties may resolve such dispute by mutual agreement or by seeking recourse from the Court. Objections to any such motions to assume and assign are due by **December 8, 2017** and will be heard and considered by the Court at the Sale Hearing on December 11, 2017.

18. Accordingly, in the event there are contracts and/or leases that are designated, Debtor shall immediately prepare and file, by **November 17, 2017**, a Motion to Assume and Assign Assumed Contracts or Assumed Leases. Any amounts necessary to cure any existing defaults in connection with any contracts or leases shall be paid by in accordance with the APA.

19. In accordance with Bankruptcy Rule 6004(f)(1), sales of property rights outside the ordinary course of business may be by private sale or public auction. The Debtor has determined that a public auction of the Assets will enable the Debtor to obtain the highest or otherwise best offer in a sale of its Assets at this time and is in the best interests of the Debtor, its estate, and its creditors.

20. Section 363 of the Bankruptcy Code provides, in relevant part, that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." Section 105(a) of the Bankruptcy Code provides, in relevant part that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."

21. Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, bankruptcy courts routinely authorize sales of a debtor's assets if such sale is based upon the second business judgment of the debtor. *See, e.g., In re Trans World Airlines, Inc.*, Case No. 01-00056, 2001 WL 1820326, at *10-11 (Bankr.D.Del. Apr, 2, 2001); *Meyers v. Martin(In re Martin)*, 901 F.3d 389, 395 (rd Cir. 1996).

22. Courts typically consider the following factors in determining whether a proposed sale satisfies this standard: (a) whether a sound business justification exists for the sale; (b) whether adequate and reasonable notice of the sale was given to interested parties; (c)whether the sale will produce a fair and reasonable price for the property; and (d) whether the parties have acted in good faith. *See In re Del. & Hudson Ry.,* 124 B.R. at 176. In *In re Del. & Hudson Ry.,* the court further held that:

> [o]nce a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale, the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the [proposed] purchaser is proceeding in good faith.

124 B.R. at 176.

23. The business judgment rule shields a debtor's management from judicial second guessing. *See In re Tower Air,* 416 F.3d 229, 238 (3d Cir. 2005). Once a debtor articulates a

valid business justification, "[t]he business judgment rule is a presumption that directors act in good faith, on an informed basis, honestly believing that their action is in the best interests of the company." *Id.* Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

24. A sound business purpose for the sale of a debtor's assets outside the ordinary course of business may be found where such a sale is necessary to preserve the value of assets for the estate, its creditors, or interest holders. *See, e.g., In re Lionel Corp.,* 722 F.2d 1063,1071 (2nd Cir. 1983). In fact, the paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See In re Food Barn Stores, Inc.,* 107 F.3d 558, 56465 (8th Cir. 1997) (noting that in bankruptcy sales, "a primary objective of the [Bankruptcy] Code [is] to enhance the value of the estate at hand"); *In re Integrated Res., Inc.,* 147 B.R. at 659 ("It is a well established principle of bankruptcy law that the . . . [Debtor's] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.") (quoting *In re Atlanta Packaging Prods., Inc.,* 99 B.R. 124,130 (Bankr. N.D. Ga. 1988)). Here, in light of the Debtor's current condition, and prior orders requiring the Debtor to sell its assets, no further justification is needed.

25. Courts uniformly recognize that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and, therefore, are appropriate in the context of bankruptcy sales. *See, e.g., O'Brien Envtl. Energy,* 181 F.3d at 537; *In re Fin. News Network, Inc.,* 126 B.R. 152, 156 (S.D.N.Y.1991) (as amended) ("[C]ourt-imposed rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estates.")

26. The sale of the Assets will be consummated only after thorough consideration of all viable alternatives and after concluding that such transactions are supported by sound business justifications. Since the Debtor and its creditors have agreed, through the entry of a number of prior orders, that the Assets must be sold, the business justifications for the requested sales are self-evident. Based on available information, the Debtor believes that the consideration to be received for the Assets under the APA will be fair and reasonable under the circumstances.

27. As further assurance of value, the offers will be tested through the Auction consistent with the requirements of the Bankruptcy Code and the Bankruptcy Rules and pursuant to the Bid Procedures Order. Consequently, the fairness and reasonableness of a sale ultimately will be considered in light of "market exposure" through an open and fair auction process and in light of any available alternatives.

28. The Debtor farther submits that it is appropriate to sell the Assets and to assign the contracts and leases free and clear of (i) any Permitted Encumbrances or (ii) any permitted Liens, with any such Liens attached to the net sale proceeds of the Assets, as and to the extent applicable. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

> (1) applicable nonbankruptcy law permits sale of such property free and clear of such interests;
> (2) such entity consents;
> (3) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
> (4) such interest is in *bona fide* dispute; or
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

29. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Assets "free

and clear" of Liens. *In re Decora Indus., Inc.*, Case No. 004459 (JJF), 2002 WL 32332749, at *7 (D. Del. May 20, 2002) ("Because § 363(f) is drafted in the disjunctive, the satisfaction of any of the requirements outlined is sufficient to warrant Debtors' sale of the Debtor's assets free and clear of all Interests as provided in the APAs, except with respect to such Interests as are assumed liabilities pursuant to the APA Agreements").

30. The Debtor believes that one or more of the tests of section 363(f) of the Bankruptcy Code are satisfied with respect to the transfer of the Assets and the assignment of contracts and leases pursuant to the APA. In particular, the Debtor believes that at least section 363(f)(2) of the Bankruptcy Code will be met in connection with the transactions proposed under the APA because each of the parties holding liens on the Assets, if any, will consent, or, absent any objection to this Motion, will be deemed to have consented to, the Motion.

31. Any holder of a lien also will be adequately protected by having its liens, if any, attach to the sale proceeds received by the Debtor for the sale of the Assets to the successful bidder at the Auction, in the same order of priority, with the same validity, force, and effect that such creditor had prior to such sale, subject to any claims and defenses that the Debtor and its estate may possess with respect thereto. Accordingly, section 363(f) of the Bankruptcy Code authorizes the sale of the Assets and the assignment of the contracts and leases free and clear of any such Liens.

32. The purchaser of the Assets is not liable for any of the Debtor's liabilities as a successor or otherwise, unless the purchaser expressly assumes such liabilities as provided for in the APA. Extensive case law exists providing that claims against the winning bidder are directed to the proceeds of a free and clear sale of property and may not subsequently be asserted against a buyer.

33. Although section 363(f) of the Bankruptcy Code provides for the sale of assets "free and clear of any interests," the term "any interest" is not defined in the Bankruptcy Code. *Folger Adam Security* v. *DeMatteis/MacGregor .IV,* 209 F.3d 252, 257 (3d Cir. 2000). In *In re Trans World Airlines, Inc.,* the Third Circuit specifically addressed the scope of the term "any interest." 322 F.3d 283, 28889 (3d Cir. 2003). The Third Circuit observed that while some courts have "narrowly interpreted interests in property to mean *in rem* interests in property," the trend in modern cases is toward "a more expansive reading of 'interests in property' which 'encompasses other obligations that may flow from ownership of the property.'" *Id.* at 289 (citing 3 *Collier on Bankruptcy 1363.06[1]).*

34. Courts have held that a buyer of a debtor's assets pursuant to a section 363 sale takes free from successor liability resulting from preexisting claims. *See The Ninth Ave. Remedial Group* v. *Allis-Chalmers Corp.,* 195 B.R. 716, 732 (N.D. Ind. 1996) (stating that a bankruptcy court has the power to sell assets free and clear of any interest that could be brought against the bankruptcy estate during the bankruptcy); *MacArthur Co.* v. *Johns-Manville Corp. (In re Johns-Manville Corp.),* 837 F.2d 89, 9394 (2d Cir. 1988) (holding channeling of claims to proceeds consistent with intent of sale free and clear under section 363(f) of the Bankruptcy Code); *In re New England Fish Co.,* 19 B.R. 323, 329 (Bankr. W.D. Wash. 1982) (holding transfer of property in free and clear sale included free and clear of Title VII employment discrimination and civil rights claims of debtor's employees); *In re Hoffman,* 53 B.R. 874, 876 (Bankr. D.R.I. 1985) (holding that transfer of liquor license free and clear of any interest permissible even though the estate had unpaid taxes was permissible).

35. Here, this Chapter 11 Case was filed in good faith. The sale process has also been, and will be, conducted in good faith and at arm's length. The Debtor expects that if the Court

approves a sale of the Assets, it will be able to satisfy the Court that (a) the purchaser engaged in arm's length negotiations with the Debtor and did not exert control or undue influence over the Debtor, (b) the purchaser is a completely and wholly unrelated entity to the Debtor, (c)the purchaser does not, and will not, share any common incorporators, officers, directors, or stockholders with the Debtor, and (d) the purchaser is not an insider of the Debtor.

36. For obvious reasons, the very purpose of an order purporting to authorize the transfer of assets free and clear of all "interests" would be frustrated if claimants could thereafter use the transfer as a basis to assert claims against a purchaser arising from a seller's presale conduct. Furthermore, the Debtor will provide notice of the proposed sale to all known parties in interest that may assert claims or interests relating to the Assets against the Debtor, including trade creditors, contract counterparties, lenders, and other parties known to the Debtor to be asserting claims relating to the Assets.

37. Under section 363(f) of the Bankruptcy Code, a purchaser of assets is entitled to know that the Assets are not subject to latent claims that will be asserted against the purchaser after the proposed transaction is completed. Accordingly, consistent with the above cited case law, the order approving the sale of the Assets may provide that the purchaser of the Assets is not liable as a successor under any theory of successor liability, for claims that encumber or relate to the Assets.

38. The Debtor believes that the ultimate APA will be negotiated at arm's length and in good faith. Thus, any Bidder(s) approved by the Court to purchase some, or all, of the Assets, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

39. Accordingly, absent a showing of fraud, collusion between a purchaser and a debtor, or an attempt by the purchaser to take grossly unfair advantage of other bidders, courts

will uphold the transaction under section 363(m) of the Bankruptcy Code. *See, e.g., In re Trans World Airlines, Inc.,* Case No. Civ. A. 01226 (SLR), 2002 WL 500569, *1 (D. Del. Mar. 26, 2002) (upholding bankruptcy court's ruling premised on finding that there was 'no evidence of unlawful insider influence or improper conduct,' nor was there "any evidence of fraud or collusion between [the prevailing purchaser] and [debtors], or [the prevailing purchaser] and other bidders," that sale was in good faith); *see also Kabro Assocs. of West Islip, LLC.* v. *Colony Hill Assocs. (In re Colony Hill Assocs.),* Ill. F.3d 269, 276 (2d Cir. 1997) ("Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.")

40. Other grounds to be assigned upon a hearing hereof.

WHEREFORE, PREMISES CONSIDERED, the Debtor prays that upon a hearing hereof, this Honorable Court will enter its Order granting the Motion and authorizing a Debtor representative to execute such instruments of transfer as commercially reasonable and necessary to consummate and effectuate the contemplated transaction hereunder, and that the Court will approve the sales of the Assets free and clear of liens, claims, encumbrances and interests. The Debtor prays for general relief.

DATED, this the 16th day of November, 2017.

Respectfully submitted,

PIONEER HEALTH SERVICES, INC.

By Its Attorneys,

LAW OFFICES OF CRAIG M. GENO, PLLC

By: _____
Craig M. Geno

OF COUNSEL:

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CERTIFICATE OF SERVICE

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via electronic filing transmission, a true and correct copy of the above and foregoing to all creditors and parties in interest, and to the following:

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THIS, the 16th of November, 2017.

Craig M. Geno

Amended and Restated

Asset Purchase Agreement

by and among

Pioneer Health Services, Inc.

and

Lackey Healthcare Management, LLC

Dated as of October 10, 2017

EXHIBIT "A"

SCHEDULES

Schedule 1.1(a)	Managed Hospitals
Schedule 1.1(b)	Knowledge of Seller
Schedule 2.1(a)	Management Contracts
Schedule 2.1(b)	LVI Equipment
Schedule 2.1(c)	Trustmark FF&E
Schedule 2.2(o)	Other Excluded Assets
Schedule 2.3(d)	Other Assumed Liabilities
Schedule 3.1	Cure Amounts
Schedule 5.3	Seller's Required Third-Party Consents
Schedule 5.4(a)	Purchased Assets Lacking Good and Marketable Title
Schedule 5.4(c)	Insurance Policies
Schedule 5.5(a)	Seller's Financial Statements
Schedule 5.6	Unfiled Tax Returns
Schedule 5.9	Material Contracts
Schedule 5.10	Labor Matters
Schedule 5.11	Benefit Plans
Schedule 5.13	Permits and Licenses
Schedule 5.15	Seller's Financial Advisors
Schedule 5.16	Seller's Legal Proceedings
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 6.8	Relationships
Schedule 8.2	Pre-Closing Transactions Outside the Ordinary Course of Business
Schedule 10.3(c)	Healthcare Regulatory Consents
Schedule 12.3	Purchase Price Allocation

EXHIBITS

Exhibit A	RESERVED
Exhibit B	Form of Bill(s) of Sale
Exhibit C	Form of Assignment and Assumption Agreement(s)
Exhibit D	RESERVED
Exhibit E	RESERVED
Exhibit F	Form of Transition Services Agreement

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT, dated as of October 10, 2017 (including all Schedules and Exhibits hereto, this "Agreement"), by and among Pioneer Health Services, Inc., a Mississippi corporation (the "Seller"), and Lackey Healthcare Management, LLC, a Mississippi limited liability company ("Purchaser"). 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, Seller is in the business of providing third-party hospital management and revenue cycle support services (collectively, the "Business");

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;

WHEREAS, Seller and Purchaser entered that certain Asset Purchase Agreement dated as of August 14, 2017 (the "Prior Agreement"); and

WHEREAS, Seller and Purchaser desire to enter into this Agreement to amend and restate the Prior Agreement in its entirety.

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, other rights to receive payment for goods and services provided prior to Closing by Seller in connection with the Management Contracts, 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 an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and Seller, that, among other things, (i) approves the implementation in all material respects the bidding procedures applicable to this Agreement; and (ii) approves the Break-Up Fee on the terms and conditions set forth in Section 7.1 hereof.

"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.

"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.

"Deferred Payment" means that payment in the amount of Twenty-Five Thousand Dollars ($25,000.00), that Purchaser shall make to Seller within twelve (12) months after the Closing (the "Deferral Period").

"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.

"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 by Seller in respect of the conduct of the Business after the date hereof and prior to the Closing, and (iii) are the Chief Executive Officer ("CEO"), except that "Employees" shall not include any officer of Seller 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 any contracts relating to the Business other than the Management 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 real property leased by Seller for the operation of the Business other than such items set forth on Schedule 2.1(b) or 2.1(c).

"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 Medicaid - programs of the applicable state in which the Managed Hospitals operate, 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.

"Healthcare Regulatory Consents" 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 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" means 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.

"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.

"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.

"Managed Hospitals" means, collectively, the hospitals set forth in Schedule 1.1(a).

"Management Contract" means each of those contracts described in Schedule 2.1(a);

"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, Seller; or (x) acts or omissions of Seller 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 the states in which Managed Hospitals operate.

"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.

"Patient Records" means 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.

"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.

"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.

"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.

(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 of the following assets (other than the Excluded Assets), owned, leased, or licensed by Seller on the Closing Date, free and clear of any and all Encumbrances or adverse claims other than Permitted Exceptions (collectively, "Purchased Assets"):

(a) all contracts for the provision by Seller of hospital management, billing and collection services, or management of behavioral health programs identified on Schedule 2.1(a);

(b) the furniture and equipment identified on Schedule 2.1(b) (the 'LVI Equipment");

(c) the furniture and equipment identified on Schedule 2.1(c) (the "Trustmark FF&E") ;

(d) RESERVED;

(e) RESERVED;

(f) RESERVED;

(g) RESERVED;

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

(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); and

(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.

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 all of the assets of the Seller that are not Purchased Assets, including without limitation 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 and pre-paid expenses;

(c) the Accounts Receivable;

(d) all Furniture and Equipment;

(e) all Excluded Contracts;

(f) any intellectual property rights of Seller;

(g) any information management systems of Seller;

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

(i) 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);

(j) all insurance policies or rights to proceeds thereof relating to the Business or the Purchased Assets;

(k) RESERVED;

(l) 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);

(m) all rights of Seller under this Agreement, the Seller Documents and the Contemplated Transactions;

(n) the Seller's professional liability insurance policy;

(o) any assets set forth on Schedule 2.2(o);

(p) 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;

(q) all Patient Records; and

(r) any other assets that are used in connection with the Business that are not Purchased Assets.

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 future obligations of Seller under the Management Contracts arising following the Effective Time; and

(b) subject to Section 3.1, the amounts necessary to cure any defaults under the Management Contracts;

(c) RESERVED;

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

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;

(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;

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

(d) Other than to the extent reflected as Cure Costs, 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);

(e) RESERVED;

(f) RESERVED;

(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) RESERVED; and

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

2.5 RESERVED.

2.6 RESERVED.

2.7 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 2.7(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) 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.

2.8 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 (collectively, the "Consideration") for the Purchased Assets shall be: (a) an amount of immediately available funds equal to One Hundred Fifty Thousand Dollars ($150,000); plus (b) the Deferred Payment (collectively the amounts in (a) and (b) of this paragraph, the "Purchase Price"); plus (c) solely to the extent the Purchased Assets include any Management Contracts to be assumed and assigned to Purchaser or any property that is subject to a duly perfected security interest pursuant to a financing or capitalized lease, the sum of all costs (collectively, the "Cure Costs") associated with Sellers' assumption and assignment of such Management Contracts to Purchaser and sale, transfer, assignment, conveyance and delivery of such property to Purchaser; (d) an amount of immediately available funds equal to Eight Thousand Dollars ($8,000) (the "Trustmark Payment") and (e) the assumption of the Assumed Liabilities. Notwithstanding the foregoing, (1) nothing herein shall obligate Seller to pay any Cure Costs with respect to the Management Contracts; (2) in the event the actual Cure Costs with respect to the Management Contracts as determined by the Bankruptcy Court, collectively, exceed the sum of the amounts set forth on Schedule 3.1, Purchaser shall have the right, but not the obligation, to designate one or more of the Management Contracts as an Excluded Contract by providing notice thereof to Seller within two (2) business days following the determination of such Cure Costs by the Bankruptcy Court.

3.2 Purchase Price Deposit. Purchaser has deposited 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 August 14, 2017, by and among Purchaser, Seller and the Escrow Agent (the "Escrow Agreement"), an amount equal to Fifteen Thousand Dollars ($15,000) 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)(i) or (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 Deferred Payment), less the amount of the Escrowed Funds, plus the Cure Costs to Seller, which shall be paid by wire transfer of immediately available funds to an account designated in writing by Seller.

3.4 Deferred Payment. Within ten (10) days following the twelve (12) month anniversary of the Closing, Purchaser shall remit the Deferred Payment in immediately available funds to an account designated in writing 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"), as soon as possible following the date hereof. 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) RESERVED;

(b) one or more duly executed bills of sale in the form of Exhibit B (the "Bill of Sale");

(c) one or more duly executed assignment and assumption agreements in the form of Exhibit C (the "Assignment and Assumption Agreement");

(d) RESERVED;

(e) RESERVED;

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

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

(h) 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, less the Deferred Payment, plus the Cure Costs, plus the Trustmark Payment, in immediately available funds, as set forth in Section 3.3 hereof;

(b) a duly executed Assignment and Assumption Agreement;

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

(d) 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 each state in which the Managed Hospitals operate.

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

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

(g) 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 November 30, 2017 (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 to December 31, 2017; 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) if the Bankruptcy Court shall enter an order approving a Competing Bid, subject to the limitations set forth in the Bidding Procedures Order and subject to Purchaser's right to payment of the Break-Up Fee in accordance with the provisions of Section 7.1.

(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.

(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 Sections 10.1 or 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 10.1 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 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 and, for the avoidance of doubt, Seller's remedies for a breach by Purchaser shall not be limited to the Escrowed Funds.

(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.

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 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 pursuant to the Sale Order, the Bidding Procedures Order or otherwise, 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, and, with respect to Seller's obligations under Section 7.1, the entry of the Bidding Procedures 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) the entry of the Bidding Procedures Order with respect to Seller's obligations under Section 7.1, (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(a), 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 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 Sheets"). 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(a), 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; provided, that the Financial Statements do not present the financial position or results of operations of the Business or Purchased Assets on a standalone basis.

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 RESERVED.

5.8 RESERVED.

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 involves 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 a 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 RESERVED.

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 Keely McNulty. Other than providing assistance in connection with the preparation of the Schedules by Seller pursuant to ARTICLES II and V hereof and facilitating the preparation of the Transition Services Agreement, Keely McNulty has not been involved in any material respect with the preparation or negotiation of this Agreement.

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 corporate 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 corporate 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 material 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 Relationships. Schedule 6.8 sets forth the following: (a) a description of the economic relationship, if any, together with a description of any agreements between or among Joseph McNulty, any of his direct or indirect family members (collectively, the "McNulty Family"),and any of the Affiliates of the McNulty Family, on the one hand, and the Purchaser, on the other hand, since January 1, 2010; (b) a description of the economic relationship, if any, together with a description of any agreements between or among any member of the McNulty Family and any of the Affiliates of the McNulty Family, on the one hand, and the Seller, on the other hand, since January 1, 2010; (c) a description of the economic relationship, if any, together with a description of any agreements between or among the McNulty Family, and any of the Affiliates of the McNulty Family, on the one hand, and Independent Healthcare Management, Inc., on the other hand, since January 1, 2010; and (d) a description of the economic relationship, if any, together with a description of any agreement(s) that is anticipated to exist within twelve months following the Closing between or among McNulty Family, and any of the Affiliates of the McNulty Family, on the one hand, and the Purchaser or Independent Healthcare Management, Inc., on the other hand.

6.9 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, fee 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. PURCHASER 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 Approval of Break-Up Fee. In consideration for Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Seller, Seller shall pay Purchaser a break-up fee in an amount equal to Twenty Thousand Dollars ($20,000.00) (the "Break-up Fee") on the first Business Day following the date of consummation of a transaction pursuant to a Competing Bid (as hereinafter defined) if no material breach by Purchaser of this Agreement has occurred. Seller shall file with and seek the approval of the Bankruptcy Court of the Sale Motion, including the Break-Up Fee, and the entry by the Bankruptcy Court of the Bidding Procedures Order. If the Bankruptcy Court does not approve the Break-Up Fee or the bidding procedures applicable to this Agreement, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller delivered not later than five (5) business days following delivery to the Purchaser of written notice of the Bankruptcy Court's refusal to approve the Break-Up Fee or the bidding procedures. Notwithstanding anything to the contrary herein and for the sake of clarity, in the event Purchaser exercises its right of termination as set forth in this paragraph, Purchaser shall be deemed to waive its right to the Break-Up Fee, and Purchaser shall be entitled to a refund of the Escrowed Funds.

7.2 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the Contemplated Transactions are consummated, Seller is permitted to perform any and all other acts related thereto which are required by the Bidding Procedures Order or under the Bankruptcy Code or other applicable law, including, without limitation, causing its representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) in connection with any sale or other disposition of all or any part of the Purchased Assets, alone or in connection with the sale or other disposition of any other asset of Seller.

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 and a motion seeking approval of the Bidding Procedures 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 the Bidding Procedures 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 and motion seeking approval of the Bidding Procedures Order, 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. With respect to each Management Contract, 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 RESERVED.

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, nor to defend against any appeal or stay of the Sale Order or Bidding Procedures Order.

(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) 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.

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 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 with 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 with 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 8.6 shall survive the Closing.

8.7 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 April 13, 2017 (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 8.7, "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.

8.8 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.

8.9 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.

8.10 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.

8.11 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 ten (10) 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 sixty (60) days 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 in writing 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 forgoing 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 in writing 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; and

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

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; and

(c) 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(c) and shall have given the notices required by Schedule 10.3(c), provided, with respect to the Healthcare Regulatory Consents, 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.

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 (which shall be mutually agreed upon prior to the Closing, as a condition precedent thereof), 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 (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, Inc.
110 Pioneer Way
Magee, MS 39111
Attention: _____

With a copy to:	Brian Browder, Esq. Waller Lansden Dortch & Davis, LLP Nashville City Center 511 Union Street, Suite 2700 Nashville, TN 37219-8966
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
And:	David N. Usry Assistant United States Attorney Southern District of Mississippi United States Attorney's Office 501 East Court Street, Suite 4.430 Jackson, Mississippi 39201
And:	Robert E. Dozier Trial Attorney, Tax Division Southern Region P.O. Box 14198 Ben Franklin Station Washington, D.C. 20001
If to Purchaser, to:	Lackey Healthcare Management, LLC 330 N. Broad Street Forest, MS 39074 Attention: Mr. Sydney Sawyer
With a copy to: (which copy shall not constitute notice)	R. Andrew Taggart, Jr. Taggart, Rimes & Graham, PLLC 1022 Highland Colony Parkway Suite 101 Ridgeland, MS 39157

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.

13.12 Amend and Restate Prior Agreement. The Parties agree and acknowledge that this Agreement supersedes, amends and restates in its entirety the Prior 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:
Lackey Healthcare Management, LLC	Pioneer Health Services, Inc.
By: _____	By: _____
Name: _____	Name: _____
Its: Board Chairman	Its: _____

Exhibit B

Form of Bill(s) of Sale

BILL OF SALE

This bill of sale (this "Bill of Sale") is made and entered into as of the ___ day of _____, 2017, by Pioneer Health Services, Inc., a Mississippi corporation ("Seller"), and Lackey Healthcare Management, LLC, a Mississippi limited liability company ("Purchaser"). All capitalized terms in this Bill of Sale not otherwise defined herein have the same meanings ascribed thereto in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Purchaser parties to that certain Amended and Restated Asset Purchase Agreement dated as of October ___, 2017 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, convey, transfer and deliver to Purchaser all of Seller's right, title and interest in and to the Purchased Assets at the Closing in consideration for the payment of the Purchase Price; and

WHEREAS, the parties desire that this Bill of Sale formalize certain of the conveyances and transactions contemplated by the Purchase Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Seller hereby GRANTS, CONVEYS, SELLS, TRANSFERS, SETS OVER and DELIVERS unto Purchaser, and Purchaser hereby accepts all right, title and interest in and to, the Purchased Assets (but excluding the Management Contracts and Assumed Liabilities assigned pursuant to the Assignment and Assumption Agreement).

2. The terms of the Purchase Agreement are incorporated herein by this reference. Each party hereby acknowledges and agrees that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event the terms of this Bill of Sale conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. Seller covenants that it will do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices and assurances necessary or desirable to put Purchaser, its successors and assigns, in actual possession and operating control of the Purchased Assets, or as Purchaser shall reasonably require to better assure and confirm title of Purchaser to the Purchased Assets.

4. This Bill of Sale and the provisions herein contained shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

5. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Signatures to this Bill of Sale transmitted by e-mail of a.pdf or similar file type shall be valid and effective to bind the party so signing. Each party agrees to deliver an execution original to this Agreement with its actual signature to the other party upon request, but a failure to do so shall not affect the enforceability of this Bill of Sale, it being expressly agreed that each party to this Bill of Sale shall be bound by its own e-mailed signature and shall accept the e-mailed signature of the other party to this Bill of Sale.

6. This instrument shall be governed by the laws of the State of Mississippi, without regard to its conflict of laws provisions.

[signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Bill of Sale as of the day and year first above written.

SELLER:

PIONEER HEALTH SERVICES, INC.

By: _____
Name: _____
Title: _____

PURCHASER:

LACKEY HEALTHCARE MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

Exhibit C

Form of Assignment and Assumption Agreement(s)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This assignment and assumption agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2017, by and among Pioneer Health Services, Inc., a Mississippi corporation "(Assignor") and Lackey Healthcare Management, LLC, a Mississippi limited liability company ("Assignee"). All capitalized terms in this Agreement not otherwise defined herein have the same meanings ascribed thereto in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement dated as of October ___, 2017 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell the Purchased Assets, as more fully described therein;

WHEREAS, Assignor is a party to each Management Contract;

WHEREAS, Assignee has agreed to assume the Assumed Liabilities;

WHEREAS, Assignor desires to transfer, assign, convey and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignor, all of Assignor's right, title and interest in the Management Contracts, and Assignee has agreed to assume and pay for, perform and discharge on a timely basis, in accordance with their terms, the Assumed Liabilities; and

WHEREAS, pursuant to Sections 4.2(c) and 4.3(b) of the Purchase Agreement, it is the intention of the parties hereto to reflect the assignment by Assignor and assumption by Assignee of the Management Contracts, and the assumption by Assignee of the Assumed Liabilities by the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee the Management Contracts and all of Assignor's right, title and interest in and to the Management Contracts upon and subject to the terms and conditions of the Purchase Agreement.

2. Assumption. Assignee hereby accepts the foregoing assignment of Assignor's right, title and interest in and to the Management Contracts. Additionally, subject to the terms and conditions set forth in the Purchase Agreement, Assignee hereby assumes and agrees to pay for, perform and discharge on a timely basis, in accordance with their terms, the Assumed Liabilities. Notwithstanding the foregoing, nothing in this Agreement shall be construed as an attempt or agreement by Assignee to assume any liability of Assignor other than the Assumed Liabilities.

3. Cooperation. Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignments and assumptions contemplated hereby or by the Purchase Agreement.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. Each party hereby acknowledges and agrees that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event

the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person any rights or remedies under or by reason of this Agreement, nor to be relied upon by any person, other than the parties hereto and their permitted successors or assigns.

6. Governing Law. This Agreement shall be construed, enforced, and governed by the laws of the State of Mississippi, without regard to its conflict of law principles.

7. Amendment, Waiver and Termination. This Agreement cannot be amended, waived or terminated except by a writing signed by Assignee and Assignor.

8. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNOR:

PIONEER HEALTH SERVICES, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

LACKEY HEALTHCARE MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

Exhibit F

Form of Transition Services Agreement

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is made and entered into as of [●], 2017 (the "Effective Date"), by and among Pioneer Health Services, Inc., a Mississippi corporation ("Seller"), Lackey Healthcare Management, LLC, a Mississippi limited liability company ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the same meanings herein as ascribed to such terms in that certain Asset Purchase Agreement dated as of [●], 2017 (as amended, the "Purchase Agreement"), by and among Seller and Buyer.

WITNESSETH:

WHEREAS, the Purchase Agreement provides for the purchase of assets relating to Seller's third-party hospital management and revenue cycle support business (collectively, the "Business");

WHEREAS, in connection with the Business, Seller manages certain accounts receivable subject to the liens of Capital One National Association ("Capital One");

WHEREAS, to assist in the transition of the ownership and operation of the Business from Seller to Buyer pursuant to the Purchase Agreement, each party has agreed to provide the other certain services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties set forth in the Purchase Agreement and hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of all of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. **Buyer Services**. The Buyer shall provide (itself or through its Affiliates) Seller with the services and support listed on Exhibit A attached hereto (the "Buyer Services" or "Services") for a period not to exceed one hundred eighty (180) days after Closing in exchange for the payment(s) set forth on Exhibit A. Until 95% or more of all amounts due with respect to the accounts receivable attributable to Pioneer Health Services of Monroe County, Inc. ("PHS Aberdeen"), Pioneer Health Services of Early County, LLC ("PHS Early") and Pioneer Health Services of Patrick County, Inc. ("PHS Patrick") as of the Closing Date have been collected (subject to write-offs for bad debt or uncollectable accounts determined in accordance with the policies and procedures in place as of the date hereof), such period shall automatically extend for additional successive ninety (90) day periods to (a) effectuate the collection of such accounts receivable; (b) effectuate the transition operations of the Business or (c) to amend Exhibit A with respect to the provision of additional Buyer Services; provided that any such amendment shall be subject to Capital One's express consent..

2. **Reserved**.

3. **Third Party Consent**. Buyer shall use commercially reasonable efforts to obtain any consent of third parties (including licensors of software to Buyer) that are required, if any, in order to permit Buyer to provide the Buyer Services to the Seller as contemplated hereunder. The Seller shall use commercially reasonable efforts to cooperate with Buyer in obtaining any such consents or approvals.

4. **Employees**. Except as otherwise set forth on Exhibit A, each party shall be solely responsible for the payment of all personnel expenses, including, without limitation, salary and benefits and all income tax, social security taxes, unemployment compensation, tax, workers' compensation tax, other employment taxes or withholdings and premiums and remittances with respect to employees of

such party and its Affiliates used to provide Services. No employees, representatives or independent contractor of a party or its Affiliates shall be deemed employees, representatives or independent contractors of the other party or its Affiliates. In connection with the provision of the Services, employees of one party or its Affiliates may be located on the premises of the other party or its Affiliates. Each party will cause its employees located on the other party's or the other party's Affiliate's premises or having access to the other party's or other party's Affiliate's confidential information to comply with all applicable laws and the terms of this Agreement and to comply with the other party's regulations and policies (written copies of which have been provided to each other as of the Effective Date) when on such premises.

5. Misdirected Billing and Receivables.

(a) Each party agrees to prepare and provide the other a "Due to/Due From" schedule in a form to be mutually agreed by the parties no less than once a month for the period of one hundred eighty (180) days after Closing with supporting documentation, so that each party can determine the status of funds paid or owed to it, and thereafter as necessary and may be reasonably requested by the other party until Seller has received all amount due to it for goods and services provided prior to the Closing. To the extent that one party receives funds due to the other party, the receiving party agrees that it will hold such funds in trust for the other party and will not pledge, hypothecate, lien, assign, or otherwise collateralize such funds, and will remit such funds to the other party within ten (10) days as required by Section 8.11 of the Purchase Agreement. Neither party may setoff funds owed to the other without the prior written consent of the other party, which consent shall not be unreasonably withheld.

6. Books and Records.

(a) **Availability to Secretary and Others.** If required by applicable law, the parties agree that until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, each party will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the goods and services provided under this Agreement. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by the parties by virtue of this provision.

(b) **Right to Inspect.** Each party shall have the right, at its expense, during normal business hours and with reasonable advance notice, to review and photocopy the other party's books and records that pertain directly to the accounts of such party, the fees payable to such party under this Agreement or the Services provided by such party hereunder.

7. Termination.

(a) **Termination for Breach**. Either party may terminate this Agreement at any time upon notice to the other in the event of a material breach of this Agreement by the other party. Such termination shall become effective thirty (30) days following the delivery of such notice unless the breach is cured within such thirty (30) day period; provided that if such notice relates to the failure to pay monies due pursuant to a party in accordance with the terms of the Agreement, either party may terminate this Agreement on five (5) days written notice unless such failure is cured during such five (5) day period.

(b) **Reserved**.

8. Reserved.

9. Relationship of Parties. Neither party shall: (a) act or represent or hold itself out as having authority to act as an agent or partner of the other party; or (b) in any way bind or commit the other party to any obligations or agreements. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, fiduciary relationship or other association of any kind, each party being individually responsible only for its obligations as set forth in this Agreement. The parties' respective rights and obligations hereunder shall be limited to the contractual rights and obligations expressly set forth herein on the terms and conditions set forth herein.

10. Force Majeure. Neither party shall be responsible for performance of any of its obligations to the extent that it is delayed or hindered by warfare, riot, strike, lockout, boycott, act of God, natural calamity or any other cause beyond its reasonable control which cannot be overcome by reasonable diligence.

11. Compliance with Laws. Each party shall perform its duties and obligations hereunder in compliance with all applicable federal, state and local laws, ordinances and regulations, including but not limited to HIPAA and applicable state laws.

12. Confidentiality. Each party agrees to keep any information received pursuant to this Agreement strictly confidential and, except as hereafter provided or as otherwise required by law, the parties shall keep confidential and shall not disclose to any person or entity any of such information, except to the parties' respective officers, employees, bankers, secured creditors, creditors' committee (if any), attorneys, financial advisors and agents to whom disclosure is reasonably necessary in connection with this Agreement and the Services provided hereunder.

13. Submission to Jurisdiction; Consent to Service of Process. Without limiting any party's right to appeal any order of the Bankruptcy Court, (a) 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, and (b) 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 the Purchase Agreement; 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.

14. 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.

15. 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.

16. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in accordance with the notice provisions set forth in the Purchase Agreement.

17. 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 transactions contemplated hereby are 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 so closely as possible in an acceptable manner in order that the contemplated transactions are consummated as originally contemplated to the greatest extent possible.

18. **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 Buyer (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. 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 either party shall also apply to any such assignee unless the context otherwise requires.

19. **Independent Contractor**. Each party shall perform its duties and obligations hereunder in the capacity of an independent contractor and not as an employee of such party. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between any of the parties hereto.

20. **Waiver**. Failure by either party at any time to exercise any right or remedy granted herein or established by law shall not be deemed to operate as a waiver of its right to exercise such right or remedy at any other future time.

21. **Entire Agreement/Amendment**. This Agreement supersedes all prior agreements other than the Purchase Agreement, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

22. **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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their respective officers as of the date above written.

BUYER:

Lackey Healthcare Management, LLC

By: _____
Name: _____
Its: _____

SELLER:

Pioneer Health Services, Inc.

By: _____
Name: _____
Its: _____

EXHIBIT A

Buyer Services

Patient Accounting, Billing and Collections Services: Buyer shall provide Seller with the following patient accounting, billing and collection services with respect to PHS Aberdeen, PHS Early, PHS Patrick and Seller accounts receivable attributable to the time period prior to the Closing Date as set forth below and promptly remit all resulting receipts to Seller:

a) submitting claims for payment to Medicare, Medicaid, and other health care payors in a manner that is consistent with current billing and collection practices, applicable law and private insurance contracts, including but not limited to filing timely appeals as necessary;
b) remitting to an account designated in writing by Seller, on a daily basis, the amounts collected by Buyer pursuant hereto;
c) If Buyer receives any payor notice or request for recoupment, overpayment or audit (including, but not limited to any program operated by or on behalf of any state or federal government payor, or private third party payor, or otherwise has funds withheld by any payor for any claims (relating to the periods both prior to and after the Closing Date). Buyer shall provide written notice of such recoupment, overpayment request and/or the notice of such audit within five (5) business days following receipt of such notice, and thereafter provide Seller with such documents and information as necessary to enable Seller to contest any recoupment, overpayment request or audit findings;
d) cooperating with and providing Seller with such Patient Records, documents, and information as Seller shall reasonably request to enable Seller to contest any denial or negative determinations by any governmental entity with respect to goods or services provided by Seller prior to the Closing;

e) provision of reports in accordance with Section 5 or as reasonably requested by the Seller including, but not limited to (i) all patient account collections (an "Accounts Aging Report"), (ii) all claims billed, refiled or appealed, (iii) a summary of significant claims denials or appeals issues, and (iv) copies of all material correspondence or notice from any government or commercial payor; and
e) Accounting of cash collections, billings, write-offs, denials, and other items as needed.

In the event that this Agreement is terminated pursuant to Section 7 hereof, Buyer agrees to cooperate with such third party billing and collection agency as Seller reasonably requests (subject to Capital One's express consent).

IT Hosting Services: To enable the Seller to provide IT hosting services with respect to PHS Aberdeen, PHS Early and PHS Patrick, the Buyer shall, as reasonably necessary, provide Seller with access to the following IT applications at no cost to Seller:

a) McKesson's electronic medical records system;

b) McKesson's Paragon accounting software;

c) eClinical Works;

d) Relay Health; and,

e) Change Healthcare.

Access and Space: Buyer shall provide Seller with the use of office space, clerical support and information in Buyer's possession or control as reasonably requested by Seller from time to time in connection with Seller's employees or independent contractors preparation of cost reports, tax returns and other matters in connection with the winding up of the business and affairs of the Seller.

Fee: The Buyer Services shall be provided in exchange for Buyer receiving a fee equal to six percent (6%) of the actual cash collections obtained pursuant to the provision of such Buyer Services.

DISCLOSURE SCHEDULES

DATED AS OF OCTOBER 10, 2017

Reference is made to that certain Amended and Restated Asset Purchase Agreement (the "Agreement"), dated as of October 10, 2017, by and between Pioneer Health Services, Inc., a Mississippi corporation (the "Seller") and Lackey Healthcare Management, LLC, a Mississippi limited liability company ("Purchaser"). Capitalized terms not defined herein shall have the meanings provided in the Agreement. These Disclosure Schedules (the "Disclosure Schedules") have been prepared by the Parties and delivered in accordance with the Agreement.

References to the section number and headings of the Disclosure Schedules relate to the corresponding sections of the Agreement. Any matter or item disclosed on any Schedule shall be deemed to have been disclosed on each other Schedule to the extent it is reasonably apparent that it is pertinent to the subject matter of such other Schedule. In addition, matters disclosed in any section of the Disclosure Schedules are not necessarily limited to matters required by the Agreement to be disclosed in the Disclosure Schedules, and any such additional matters are set forth for informational purposes only. In no event shall the listing of such agreements or other matters in the Disclosure Schedules be deemed or interpreted to broaden or limit Seller's representations and warranties or covenants contained in the Agreement.

EXHIBIT "B"

SCHEDULE 1.1(a)

Managed Hospitals

Lackey Memorial Hospital

Tippah County Hospital

Pioneer Community Hospital of Aberdeen

Pioneer Community Hospital of Early County

Pioneer Community Hospital of Patrick

Molokai General Hospital

Riverside Medical Center

Riverland Medical Center

Howard Memorial Hospital

SCHEDULE 1.1(b)

Knowledge of Seller

1. Julie Gieger - Pioneer Health Services, Inc. VP of Finance
2. Keely McNulty - Pioneer Health Services, Inc., General Counsel
3. Buford Yates - Controller

SCHEDULE 2.1(a)

Management Contracts

1. Administrative Services Agreement by and between Independent Healthcare Management d/b/a S.E. Lackey Memorial Hospital dated December 1, 2016.

2. Administrative Services Agreement by and between Tippah County and Pioneer Health Services Inc., dated January 1, 2015.

3. Billing and Collection Consulting Agreement by and between Molokai General Hospital and Pioneer Health Services, Inc., dated April 1, 2015.

4. Billing and Collection Consulting Agreement by and between Washington Parish operating as Riverside Medical Center and Pioneer Health Services, Inc., dated July 8, 2015.

5. Billing and Collection Consulting Agreement by and between Parishwide Hospital Service District d/b/a Riverland Medical Center and Pioneer Health Services, Inc., dated June 10, 2015.

6. In-Patient Behavioral Health Consulting Agreement by and between Independent Healthcare Management, Inc., d/b/a Lackey Memorial Hospital and Convalescent Center and Pioneer Health Services, Inc., dated October 1, 2015.

7. In-Patient Behavioral Health Consulting Agreement by and between Tippah County Hospital and Pioneer Health Services, Inc., dated October 1, 2015.

8. Out-Patient Behavioral Health Consulting Agreement by and between Independent Healthcare Management, Inc., d/b/a Lackey Memorial Hospital and Convalescent Center and Pioneer Health Services, Inc., dated April 1, 2016.

9. Out-Patient Behavioral Health Consulting Agreement by and between Howard Memorial Hospital and Pioneer Health Services, Inc., dated January 23, 2015.

SCHEDULE 2.1(b)

LVI Equipment

See attached.

EQUIPMENT	VENDOR
Microsoft Licenses	Software 1
Kace, Bomgar Enterprise Software	Dell
Computer Equipment located at Magee	Howard Medical
Computer Equipment located at Magee	Venture Technologies
Microsoft Surface Pro 3 Software, covers	Insight
Desktop computer, laptops and software	Insight
Hubs, Microsoft Surface Pro 3 Software, covers	Insight
Servers	Logical Front
Smart-UPS, rack mountable	Venture Technologies
VEEAN software and desktop computer	Venture Technologies
Desktop computer and monitors	Zones, Inc.

EXHIBIT "A"

X		Pioneer Health Services, Inc. (Magee)
		Dell
XJDJRXWD5	1	KACE VK1100S virtual systems management appliance TAA, with 100 nodes
XJDJRXWD5		- Non-Returnable Product, Informational SKU only EA - -
XJDJRXWD5		- ProSupport: Software Support & Maintenance for up to 100 Node, 3 Years
XJDJRXWD5		- KACE Standard Jumpstart
XJDJRXWD5		- (2400) K/VK/ADV 1x00S,ADD 1 Node EA - -
XJDJRXWD5		- (2400) ProSupport:Software Support & Maintenance for Each Additional Node,
XJDJRXWD5		- Jumpstart eKcellence Pack K1 Service Desk Basic EA - -
XJDJRXWD5		- Jumpstart eKcellence Pack K1 Software Distribution Basics
XJDJRXWD5		Service System Tag: 585PXS1
		Venture Technologies (Magee)
5498420	1	HP ELITE BOOK 8470P 14" LED NOTEBOOK INTEL CORE I5 3230M 2.6GHZ 4GB RAM 5 0 0 GB HDD **S/N: CNU338BSJJ**
5498220	1	HP ELITE BOOK 8470P 14" LED NOTEBOOK INTEL CORE I5 3230M 2.6GHZ 4GB RAM 5 0 0 GB HDD **S/N: CNU338C0PQ**
5498230	1	HP ELITE BOOK 8470P 14" LED NOTEBOOK INTEL CORE I5 3230M 2.6GHZ 4GB RAM 5 0 0 GB HDD **S/N: CNU338BT4N**
5498240	1	HP PROBOOK 455 G1 15.6" A SERIES 2.9GHz 4GB 500GB W7P **S/N 2CE34606TG**
5500490	2	PLANTRONICS CS-50/HL-10 BUNDLE WRLS HDSET WITH LIFTER
5500540	1	DA-LITE VERSATOL PORTABLE AND TRIPOD PROJECTION SCREEN 60X60" SQUARE
5500550	1	VIEWSONIC 22IN FULL HD 1080P LED LCD MONITOR **S/N TSP135005552**
5500550	1	HP PARRALLEL PORT ADAPTER
5500770	3	VIEWSONIC 22IN FULL HD 1080P LED LCD MONITOR **S/N TSP134504665, TSP134504672, TSP134504671**
5500770	3	HP PRODESK 600 G1 SFF
5500770	3	HP PRODESK 600 G1 SFF STD CHASSIS
5500770	3	HP I3-4130 3.4GHz HD 4400CPU
5500770	3	HP 4GB DDR3 1600-DIMM1X4GB RAM
5500770	3	HP 500GB 7200 RPM 3.5HDD
5500770	3	HP PS/2 KEYBOARD
5500770	3	HP PS/2 MOUSE
5500770	3	HP PRODESK 600 COUNTRY KIT
5500770	1	VIEWSONIC 22IN FULL HD 1080P LED LCD MONITOR **S/N TSP134504678**
5500770	1	HP PARRALLEL PORT ADAPTER
5500770	2	FUJITSU FI-7160 SHEETFED COLOR DUPL 60PPM/120IPM USB 80PG ADF **S/N A36D027150, A36D027302**
5496930	3	ZEBRA ZM400 PRINTER 203DPI 16MB 8MB SER, PAR, USB, A DJ TRANSMISSIVE/FIXED REFLECT **S/N 08J134901996, 08J134902484, 08J134902438**
5496930	1	ZEBRA ZM400 300 & 600PDI TO 203DPI KIT
5496930	2	ZEBRA SPARE PARTS
5515800	1	HP 11642 1075MM SHOCK RACK
5515800	1	HP RACK HARDWARE KIT
5515800	2	HP 3.6KVA 200-240V 20OUT WW BPDU
5515800	2	HPPWR CORD 20A C19 L6-20P-3 . 6M
5515800	1	HP 600MM RACK STABILIZER KIT
5515800	1	HP AIR FLOW OPTIMIZATION KIT
5515800	1	HP 42U 1075MM SIDE PANEL KIT
5515800	1	RACK BALLAST OPTION KIT-9K 1
5515800	4	HP 1U BLACK UNIVERSAL 10-PK FILLER PANEL
5515800	1	FIO CPACK 3YR 24X7 4HR-FAMIL
5515800	11	FIO CPACK 3YR 24X7 4HR-FOR I
5515600	5	Meraki MR16 IEEE 802.11n 600 Mbps Wireless Access Point - ISM Band - UNII Band - 1 x Network (RJ-45) - PoE Ports Manufacturer Part # MR16-HW
5515600	5	HP Elite Book 8470P 14" LED Notebook Intel Core I5 3230M 2.6GHz 4GB RAM 500 GB HDD **S/N: CNU409BKRQ, CNU409BL2G, CNU4099HHK, CNU4099HYL, CNU409BKF9**
5515600	1	HP LaserJet Pro 400 M401DNE Laser Printer - Monochrome - 1200 x 1200 dpi Print - Plain Paper Print Print - Desktop - 35 ppm Mono Print - 300 sheets Input - Automatic Duplex Print - LCD - Gigabit Ethernet – USB Manufacturer Part # CF399A#201 **S/N: JPGH12902**
5515600	2	Viewsonic 22 LED LCD Monitor - 16:9 - 5 ms - Adjustable Display Angle - 1920 x 1080 - 250 Nit - 1000:1 - Speakers - DVI - VGA - ENERGY STAR 5.0 RoHS REACH TCO Displays 5.0 ErP China Energy Label (CEL) WEEE Manufacturer Part # VA2246M-LED **S/N: TSP135001908, TSP13501909**
5515600	1	HP Parrallel Port Adapter
	1	HP 11642 1075mm Shock Rack
5515600	1	FujITSU FI-7160 SHEETFED COLOR DUPL 60PPM/120IPM USB 80PG ADF **S/N: A36D043565**
5515600	3	COMPUTRACE DATA PROTECTION MULTIPLE LICENSE ONLY
5515600	1	HEWLETT PACKARD : HP ProDesk 600 SFF STD Chassis C8T81AV
		1 - HEWLETT PACKARD : Intel Core i3-4130 3.4G 3M HD 4400 CPU F0M92AV
		1 - HEWLETT PACKARD : 4GB DDR3-1600 DIMM (1x4GB) RAM C8T51AV
		1 - HEWLETT PACKARD : 500GB 7200 RPM 3.5 HDD C8T57AV
		1 - HEWLETT PACKARD : HP PS/2 Keyboard C8N33AV#ABA
		1 - HEWLETT PACKARD : HP PS/2 Mouse C8N34AV
		1 - HEWLETT PACKARD : HP ProDesk 600 Country Kit C8T86AV#ABA
5512131	1	OPV XG PERFORMANCE TEST REMOTE
	1	HP Rack Hardware Kit Manufacturer Part # H6J85A
	4	HP 3.6m C19 Nema L6-20P NA/JP Pwr Crd Manufacturer Part # AF593A
	11	HP 600mm Rack Stabilizer Kit Manufacturer Part # BW932A
		Include with complete system Manufacturer Part # BW932A#B01

		HP Air Flow Optimization Kit Manufacturer Part # BW930A
		Include with complete system Manufacturer Part # BW932A#B01
		HP 42U 1075mm Side Panel Kit Manufacturer Part # BW906A
		Factory integrated Manufacturer Part # BW906A#0D1
		HP 9000 Series Ballast Option Kit Manufacturer Part # 120672-B21
		Factory integrated Manufacturer # 120672-B21#0D1
		HP 1U Black Universal 10-pk Filler Panel Manufacturer Part # BW928A
		HP 3y 4h 24x7 HW Support Manufacturer Part # HA104A3
		For HP Internal Entitlement Purposes Manufacturer Part # HA104A3#699
5512131	2	HP X240 10G SFP+ SFP+ 3m DAC Cable
5512131	5	HP 8GB 2Rx4 PC3-12800R-11 Kit
5512131	1	HP Ethernet 10Gb 2P 560SFP+ Adptr 665249-B21 **S/N MYI3490BVQ**
5512131	1	HP 1405-8 Switch **S/N CN3BFQ60L1**
5512130	1	HP DL380p Gen8 8-SFF CTO Server 653200-B21 **S/N: 2M241300BQ**
5512130	1	HP DL380p Gen8 E5-2670 FIO Kit 662240-L21
5512130	1	HP DL380p Gen8 E5-2670 Kit 662240-B21
5512130	16	16 - HP 8GB 2Rx4 PC3-12800R-11 Kit 690802-B21
5512130	1	HP Ethernet 10Gb 2P 571FLR-SFP+ FIO Adpt 728993-B21
5512130	1	HP 2U SFF BB Gen8 Rail Kit 720863-B21
5512130	1	HP 8GB SD EM Flash Media Kit 726113-B21
5512130	2	HP 460W CS Gold Ht Plg Pwr Supply Kit 503296-B21
5512130	1	HP Insight Control ML/DL/BL Bundle E-LTU C6N36AAE
5512130	1	HP IC ML-DL-BL SW Sup H1K92A3 4YD
5512130	1	*HP 642 1075mm Shock Intelligent Rack BW904A*
5512130	1	HP 3PAR StoreServ 7200 2N Stor Cent Base E7W49A **S/N: MXN4134619**
5512130	2	HP 3PAR 7000 2-pt 10G iSCSI/FCoE Adapter QR487A
5512130	18	HP M6710 900GB 6G SAS 10K 2.5in FE HDD C8R60B
5512130	1	HP 3PAR 7200 Reporting Suite LTU BC767A
5512130	1	HP 3PAR 7200 OS Suite Base LTU BC745A
5512130	18	HP 3PAR 7200 OS Suite Drive LTU BC746A
5512130	1	HP 3PAR 7200 Data Encryption LTU BC983A
5512130	1	HP 3PAR 7000 Service Processor QR516B
5512130	1	1 - HP Rack Front Door Cover Kit TK808A
5512130	4	HP Premier Flex LC/LC OM4 2f 5m Cbl QK734A
5512130	2	HP 4.9kVA 208V 20out NA/JP bPDU H5M58A
5512130	1	HP 42U Location Discovery Kit BW946A
5512130	1	HP 600mm Rack Stabilizer Kit BW932A
5512130	1	Include with complete system BW932A#B01
5512130	1	HP 42U 1075mm Side Panel Kit BW906A
5512130	2	HP 1.37m 10A C13-C14 Gray Jpr Cord A0K04A
5512130	2	HP 10A IEC320 C14-C13 4.5ft US PDU Cable 142257-006
5512130	1	HP 11642 1075mm Shock Rack H6J66A
5512130	1	HP Rack Hardware Kit H6J85A
5512130	2	HP 4.9kVA 208V 20out NA/JP bPDU H5M58A
5512130	1	HP 42U Location Discovery Kit BW946A
5512130	1	HP 600mm Rack Stabilizer Kit BW932A
5512130	1	Include with complete system BW932A#B01
5512130	1	HP 42U 1075mm Side Panel Kit BW906A
5512130	2	HP 5500 2-port 10GbE Loc Connect Module JD360B
5512130	2	HP HI 5500-24G-4SFP w/2 Intf Slts Switch JG311A
5512130	2	HP X240 10G SFP+ SFP+ 3m DAC Cable JD097C
5512130	2	HP 5500 150WAC Power Supply JD362A
5512130	2	HP X230 Local Connect 50cm CX4 Cable JD363B
5512130	1	VSPHERE W/ OPS MGMT ENT AK FOR 6 PROC VS5-MENT-AK-C
5512130	1	PROD SNS VSPHERE W/ OPS MGMT ENT AK FOR 6 PROC VS5-MENT-AK-P-SSS-C
5512130	1	Fluke AME TRK Bundle W/.3 NG5 Spectrum Sensors Am/a5510
5512130	16	Viewsonic 22 LED LCD Monitor - 16:9 - 5 ms - Adjustable Display Angle - 1920 x 1080 - 250 Nit - 1000:1 - Speakers - DVI - VGA - ENERGY STAR 5.0 RoHS REACH TCO Displays 5.0 ErP China Energy Label (CEL) WEEE VA2246M-LED **S/N: TSP140306699, TSP140306708, TSP140306710, TSP140306715, TSP140306720, TSP140306723, TSP140306726, TSP140306732, TSP140306705, TSP140306709, TSP140306711, TSP140306716, TSP140306722, TSP140306725, TSP140306729, TSP140306810**
5512130	8	HP Video Cable Adapter - 3.94 ft - DisplayPort Male - HD-15 Female VGA
5512130	4	HP EliteBook 8470p 14 LED Notebook - Intel - Core i5 i5-3230M 2.6GHz - Platinum - 4 GB RAM - 500 GB HDD - DVD-Writer - Intel HD 4000 Graphics - Windows 7 Professional 64-bit - 1366 x 768 Display - Bluetooth D8C07UT#ABA **S/N CNU4099HHP, CNU4099HMY, CNU4099HM6, CNU4099J55**
5512130	4	4 - HP 2012 230W Docking Station - for Notebook - Proprietary Interface - 4 x USB Ports - Network (RJ-45) - DVI - VGA - DisplayPort A7E32UT#ABA
5512130	20	20 - APC Back-UPS ES 550VA Desktop UPS - 550VA/330W - 3.3 Minute Full Load - 4 x NEMA 5-15R - Battery Backup System 4 x NEMA 5-15R - Surge-protected BE550G
5512130	20	20 - Fellowes 6 Outlet Power Strip- 90 degree outlets - 3-prong Plug - Receptacle: 6 - 6 ft Cord 99028
5512130	4	HP ProDesk 600 SFF Packaging - C8n61av
5512130	1	HP Laserjet Pro 400 M401DNE **S/N: JPGFH12571**
5512130	20	LG DVD-RW DL USB BLACK/WHITE MDISC RETAIL W/ SW
5512130	20	Plantronics SupraPlus HW251N Headset - Mono - Wired - Over-the-head - Monaural - Semi-open - 3.94 ft Cable 64338-31 6802

5512130	20	Plantronics A10-16 US/APLA A10 Direct-Co 66268-02
5512130	4	HEWLETT PACKARD : HP ProDesk 600 G1 SFF C8T89AV
5512130	4	HEWLETT PACKARD : Single Unit (SFF) Packaging C8N61AV
5512130	4	HEWLETT PACKARD : HP ProDesk 600 SFF STD Chassis C8T81AV
5512130	4	HEWLETT PACKARD : Windows 7 Home Premium 64bit OS C7T41AV#ABA
5512130	4	HEWLETT PACKARD : Intel Core i3-4130 3.4G 3M HD 4400 CPU F0M92AV
5512130	4	HEWLETT PACKARD : 4GB DDR3-1600 DIMM (1x4GB) RAM C8T51AV
5512130	4	HEWLETT PACKARD : 500GB 7200 RPM 3.5 HDD C8T57AV
5512130	4	HEWLETT PACKARD : HP PS/2 Keyboard C8N33AV#ABA
5512130	4	HEWLETT PACKARD : HP PS/2 Mouse C8N34AV
5512130	12	Viewsonic 22 LED LCD Monitor - 16:9 - 5 ms - Adjustable Display Angle - 1920 x 1080 - 250 Nit - 1000:1 - Speakers - DVI - VGA - ENERGY STAR 5.0 RoHS REACH TCO Displays 5.0 ErP China Energy Label (CEL) WEEE VA2246M-LED **S/N: TSP135200980, TSP135200986, TSP135200994, TSP135200997, TSP135200999, TSP135201003, TSP135200985, TSP135200988, TSP135200996, TSP135200998, TSP135201002, TSP135201006**
5512130	8	HP Video Cable Adapter - 3.94 ft - DisplayPort Male - HD-15 Female VGA
5512130	1	HP EliteBook 8470p 14 LED Notebook - Intel - Core i5 i5-3230M 2.6GHz - Platinum - 4 GB RAM - 500 GB HDD - DVD-Writer - Intel HD 4000 Graphics - Windows 7 Professional 64-bit - 1366 x 768 Display - Bluetooth D8C07UT#ABA **S/N CNU4099G75**
5512130	1	HP 2012 230W Advanced Docking Station - for Notebook - Proprietary Interface - 6 x USB Ports - Network (RJ-45) - DVI - VGA - DisplayPort - Black A7E38UT#ABA
5512130	1	Logitech Wireless Combo MK270 - Retail - USB Wireless RF Keyboard - Black - USB Wireless RF Mouse - Optical - Scroll Wheel - Black 920-004536
5512130	2	Viewsonic 22 LED LCD Monitor - 16:9 - 5 ms - Adjustable Display Angle - 1920 x 1080 - 250 Nit - 1000:1 - Speakers - DVI - VGA - ENERGY STAR 5.0 RoHS REACH TCO Displays 5.0 ErP China Energy Label (CEL) WEEE VA2246M-LED **S/N: TSP135200254, TSP135200257**
5512130	1	HP Video Cable Adapter - 3.94 ft - DisplayPort Male - HD-15 Female VGA
5480420	6	C8t89av HP Prodesk 600 G1 SFF
5480420	6	C8t81av HP Prodesk 600 SFF STD Chassis
5480420	6	C7t41av#aba HP W7Home Premium 64 Bit OS
5480420	6	Fom92av HP I3-4130 3.4GHz HD 4400 CPU
5480420	6	C8t51av HP 4GB DDR3 1600-DIMM1X4GB Ram
5480420	6	C8t57av HP 500GB 7200 RPM 3.5HDD
5480420	6	C8n33av#aba LOC100 HP PS/2 KEYBOARD
5480420	6	C8n34av HP PS/2 Mouse
5480420	6	C8t86av#aba HP Prodesk 600 Country Kit
5480420	6	Va2246m-led Viewsonic 22In Full HD 1080P LED LCD Monitor **S/N: TSP133703898, TSP133703911, TSP133703918, TSP 133703909, TSP133703916, TSP133703919**
5480430	18	C8t89av HP Prodesk 600 G1 SFF
5480430	18	C8t81av HP Prodesk 600 SFF STD Chassis
5480430	18	C7t41av#aba HP W7Home Premium 64 Bit OS
5480430	18	Fom92av HP I3-4130 3.4GHz HD 4400 CPU
5480430	18	C8t51av HP 4GB DDR3 1600-DIMM1X4GB Ram
5480430	18	C8t57av HP 500GB 7200 RPM 3.5HDD
5480430	18	C8n33av#aba LOC100 HP PS/2 KEYBOARD
5480430	18	C8n34av HP PS/2 Mouse
5480430	18	C8t86av#aba HP Prodesk 600 Country Kit
5480430	18	Va2246m-led Viewsonic 22In Full HD 1080P LED LCD Monitor **S/N: TSP133902022, TSP133902029, TSP133902038, TSP133902040, TSP133902050, TSP133902053, TSP133902059, TSP133902061, TSP133902071, TSP133902023, TSP133902030, TSP133902039, TSP133902046, TSP133902052, TSP133902054, TSP133902060, TSP133902070, TSP133902384**
5480580	5	cf399a#bgj HP Laserjet Pro M401DNE Laser Printer Monochrome 1200 **S/N: JPGFH07249, JPGFH07251, JPGFH07261, JPGFH07265, JPGFH07267**
5480580	1	Cf284a HP Laserjet Media Tray Feeder 500 Sheets
5480580	1	Ce530a HP Media Tray/Feeder 500 sheet
5480580	3	c6z38ut#aba HP Probook 15.6" LED Notebook AMD A Series 2.7GHz 4GB 500GB DVD+/-RW **S/N 2CE3905PQ, 2CE3905QZ, 2CE390MYV**
5480580	8	6s2208-sr20007r Motorola Symbol LS2208 Bar Code Reader
5480590	3	Cf399a#bgj HP Laserjet Pro M4 01 DNE Laser Printer Monochrome 1200 S/N: PHGFF00694, PHGFF00702, PHGFF00698
5480590	1	Cf284a HP Laserjet Media Tray Feeder 500 Sheets
5480590	3	Ce464a HP Media Tray/Feeder 500 Sheets in 1 tray
5480590	3	c6z38ut#aba HP Probook 15.6" LED Notebook AMD A Series 2.7GHz 4GB 500GB DVD+/-RW S/N 2CE3410SQG, 2CE3410T5K, 2CE3410SW5
5480590	9	6s2208-sr20007r Motorola Symbol LS2208 Bar Code Reader
5480590	6	Ls228sr20007rn Motorola LS2208 general purpose bar code scanner twilight black
5480590	14	Cba-u09-c15zar Motorola coiled cable
5482500	6	Ls2208sr20007rn Motorola LS2208 general purpose bar code scanner twilight black
5482500	15	Cba-u09-c15zar Motorola coiled cable
5482600	4	D8c07ut#aba HP elite book 847P 14" LED 2.6 GHZ 4 GB ram 500 GB HDD S/N: CNU344C7CQ, CNU344C87V, CNU344C82Q, CNU344CBCF
5482881	4	C5s-00001 Surface touch cover black
5482881	11	Me89811/a Apple Ipad air wifi tablet 128gb 9.7" S/N: SDMPLQ0YWFK13, SDMPLQ1HMFK13, SDMPLQ74JFK13, SDMPLQ7G9FK13, SDMPLQ7LMFK13, SDMPLQZ8FK13, SDMPLQ0ZNFK13, SDMPLQ74CFK13, SDMPLQ7AJFK13, SDMPLQ7HXFK13, SDMPLQ7S6FK13
5482881	11	F5l114ttc00 Belkin yourtype folio & keyboard case
5482881	1	Md102ll/a Apple Macbook Pro 13.3' i7 2.9GHz 8GB 750GB DVD+/-RW 1280X800 S/N: SC1MKXUE4DTY4,
5482890	11	D5s-00001 Surface Touch Cover Black
5483980	5	Pa03630-b055 Fujitsu Fi613oz document scanner duplex legal 600DPI x 600 DPI 40 PPM/30PPM S/N: 776225, 776432, 776497, 776278, 776434

5484040	4	Va2246m-led Viewsonic 22in full HD 1080P LED LCD Monitor S/N: TSP133902765, TSP133902774, TSP133902771, TSP133902778
5484040	3	P120-001-2 1ft DVI to 2XVGA splitter-AD
5484040	1	D8c07ut#aba HP elite book 847P 14" LED 2.6 GHZ 4 GB ram 500 GB HDD S/N: CNU349B1P3
5484410	15	Mc95411/a Apple Ipad 2 Wifi tablet 16GB 9.7" IPS rear camera + front camera BTH S/N: 2F5RLN8EPDFHW, SF5RLM9TGDFHW, SF5RLMAFQDFHW, SF5RLMBUBDFHW, SF5RLN83VDFHW, SF5RLNARTDFHW, SF5RLNAYKDFHW, SF5RLNB22DFHW, 2F5RLNAQNDFHW, SF5RLM9VDDFHW, SF5RLMBH2DFHW, SF5RLN7NLDFHW, SF5RLNAGZDFHW, SF5RLNAUPDFHW, SF5RLNBOWDFHW
5484410	15	F5l114ttc00 Belkin yourtype folio & keyboard case
5484420	2	Va2246m-led Viewsonic 22in full HD 1080P LED LCD monitor S/N: TSP134208896, TSP134208903
5484420	1	P120-001-2 1ft DVI to 2XVGA splitter-AD
5486210	4	Asf22wusz Privacy Flt 22in wide-screen
5486380	1	Cf399a#201 HP Laserjet Pro 400 M401DNE S/N JPGFH11233
5486390	5	63120-20 Plantronics CS50 wireless office headset system over the ear, over the head
5486390	10	P120-001-2 Tripp lite DVI to VGA splitter cable 1 ft 1XDVI-A male video 2XHD-15 female VGA black
5489730	2	C8t89av HP Prodesk 600 G1 SFF
5489730	2	cCe538a#bgj Laserjet Pro M1536DNF Multifnc **S/N: CNF8FCFBR0, CNF8FCFBRJ**
5489760	1	D8c07ut#aba HP elite book 8470P 14" LED notebook intel core I5 323OM 2.6GHZ 4GB ram 500 GB HDD S/N: CNU338BS76
5489930	10	As615at HP PARRALLEL PORT ADAPTER
5489940	3	As615at HP PARRALLEL PORT ADAPTER
5490230	1	C8t89av HP Prodesk 600 G1 SFF **S/N: MXL4011HH3**
5490230	1	Va2246m-led Viewsonic 22In Full HD 1080P LED LCD Monitor **S/N: TSP134603810**
5490230	1	cf399a#bgj HP Laserjet Pro M401DNE Laser Printer Monochrome 1200 **S/N: PHGFC04366**
5490490	1	Va2246m-led Viewsonic 22in full HD 1080P LED LCD monitor S/N: TSP134603809
5490490	1	Ce538a#bgj HP Laserjet Pro M1536DNF S/N: CNF8FBW59
5491790	2	Asa5512ssd120k9 Cisco Asa 5512-X W/ S/W 6GE S/N: FTX1750117P, FTX175210AT
5491860	1	D8c07ut#aba HP elite book 8470P 14" LED notebook intel core I5 323OM 2.6GHZ 4GB ram 500 GB HDD S/N: CNU338BSQD
5493930	1	Asf22wusz Targus display privacy filter display screen size 22" wide
5494030	1	Pa03670-b055 Fujitsu Fi-7160 Sheetfed Color Dupl 60PPM/120IPM USB 80PG ADF S/N A36D004355
5494050	2	Mc95411/a Apple Ipad 2 Wifi tablet 16GB 9.7" IPS rear camera + front camera BTH S/N: SDYTKWSUPDFHW, SDYTKWU3JDFHW
5494050	2	F5l114ttc00 Belkin yourtype folio & keyboard case
5494060	1	Mc95411/a Apple Ipad 2 Wifi tablet 16GB 9.7" IPS rear camera + front camera BTH S/N: SDYTKWV29DFHW
5494060	1	F5l114ttc00 Belkin yourtype folio & keyboard case
5494110	1	Ce957a#bgj HP Laser Jet Pro 400 Color S/N: CNDF236052
5496840	6	60961-32 Plantronics GL10 automatic handset lifter
5496860	2	Ed49ut#aba HP 65W SB Smart AC Adapter
5497100	1	D8c07ut#aba HP elite book 8470P 14" LED notebook intel core I5 323OM 2.6GHZ 4GB ram 500 GB HDD S/N: CNU345BLTB
5498400	3	Va2246m-led Viewsonic 22in full HD 1080P LED LCD monitor S/N: TSP135001053, TSP135001074, TSP135001055
5498400	3	As615at HP Parrallel port adapter
5498400	1	Ce538a#bgj HP Laserjet Pro M1536DNF S/N: CNF8FCNHS6
5498410	3	Va2246m-led Viewsonic 22in full HD 1080P LED LCD monitor S/N: TSP135001076, TSP135001093, TSP135001092
5498410	3	E3t16ut#aba HP Smart Buy Pro 600 G1 SFF/i3 4130 400GB 4GB DVD+/RW W7P S/N: MXL35125BK, MXL35125DQ, MXL35125CP
		Vendor - Howard Industries, Inc.
14-00645729	2	C5G124-48P2 - Enterasys C-Series C5, switch, 48 ports, managed desktop
14-00645729	1	Enterasys Stacking Cable 3.3ft
14-00645729	3	Enterasys Stacking Cable 1 ft
14-00645729	3	C5G124-48 Enterasys C-Series C5, swith, 48 ports, managed desktop
		Vendor - Howard Medical
14-00648935	2	7124 24PT 1/10GB SFP+ w/ 4 10/40gb QSFP+
14-00648935	4	7100 P/S474W 100-240VAC INUT I/O
14-00648935	16	10 GB Pluggable Copper Cbl Assy w/ SFP+X
14-00648935	2	.5M 40GB QSFP+ Direct Attach Cbl
14-00648935	1	UPG NMS-25 TO NMS-50
14-00648935	4	1000BSX Mini GBIC W/ LC Conn
Lease 2		
		Vendor - Insight
908299420Z	10	eVGA DisplayPort Hub - 3 ports -Desktop, S/N: 1442521301802893, 1442521301802894, 1442521301802896, 1442521301802897, 1442521301802898, 1442521301802899, 1442521301802900, 1442521301802902, 1442521301802906, 1442521301802907
908299420Z	10	ViewSonic VA2246m - LED Monitor 22" S/N: TSP143641859, TSP143641853, TSP143641855, TSP143641863, TSP143641846, TSP143641858, TSP143641857, TSP143641864, TSP143641867, TSP143641862
908299420Z	10	Microsoft docking station
908299420z	10	Microsoft Surface Pro 3-12" - Core i5 4300U -Windows 8.1 Pro - 4 GB RAM - 128 GB SSD, S/N: 22172743453, 227325434353, 24925643453, 24942743453, 26168543453, 26188343453, 26225443453, 27200343453, 30810243453, 30827143453
908323190z	10	Microsoft Surface Pro Type Cover - Keyboard - English - North America
908299422z	12	Meraki Hardware Enterprise II Meraki MR18 Cloud Managed, S/N: NOSN#6600557480, NOSN#6600557481, NOSN#6600557482, NOSN#6600557483, NOSN#6600557484, NOSN#6600557485, NOSN#6600557486, NOSN#6600557487, NOSN#6600557488, NOSN#6600557489, NOSN#6600557490, NOSN#6600557491
908545318z	3	MS Surface Pro 3 Type Cover Black English
908545318Z	3	MS Surface Pro 3 128GB 12in CMMR SC EN/X, S/N: 6771745053, 7223745053, 12495745053
909167939	3	Lenovo Tiny VESA Mount - System Mounting Bracket

909167939	5	HP Laserjet Pro 400 MFP M425dn - multifunction printer (B/W), S/N: CNF8H3WDF1, CNF8H3WDCX, CNF8H3WD7R, CNF8H3WDB5, CNF8H3WD8R
909167939	3	Lenovo ThinkCentre M73 10AY - Core i3 4130T 2.9 GHz - 4GB - 500GB
909167939	6	Lenovo ThinkPad Edge E550 20DF - 15.6" - Core i3 4005U - Windows 7 Pro 64 bit / Windows 8.1 Pro 64 bit downgrade - 4GB RAM - 500GB HDD, S/N: SPF0A0CZ7, SPF0A0EG3, SPF0A0HDV, SPF0A0EHD, SPF0A0EHJ, SPF0A0EJH
909167939	2	Lenovo ThinkPad Edge E550 20DF - 15.6" - Core i3 4005U - Windows 7 Pro 64 bit / Windows 8.1 Pro 64 bit downgrade - 4GB RAM - 500GB HDD, S/N: 20DF002YUSPF08LX3Z, 20DF002YUSPF08LY7H
909181138	3	ViewSonic VA2246m - LED Monitor 22" S/N: TSP151781216, TSP151781219, TSP151781428
909288107	3	Lenovo ThinkCentre M73 10AY - Core i3 4130T 2.9 GHz 4 GB - 500 GB **S/N: 10AY001RUSMG00FKAS, 10AY001RUSMG00FKAK, 10AY001RUSMG00FKAZ**
909288107	8	Lenovo Tiny VESA Mount - System mounting bracket
909288107	1	HP LaserJet Pro 400 M401dne printer monochrome laser **S/N: PHGFC73624**
909288107	1	Fujitsu fi-7160 document scanner, **S/N: A36D212143**
909288107	1	ScanShelf 800DXN Sheetfed scanner **S/N: 000004442052210291**
909288107	1	Logitech Webcam C170 - web camera
909288107	1	Topaz SigLite 1X5 T-S460 - signature terminal **S/N: TS460HP15C2569**
909288107	1	DYMO LabelWritter 450 - label printer monochrome direct thermal
909288107	3	ViewSonic VA2246m-LED - LED monitor 22" **S/N: TSP152363019, TSP152363021, TSP152360592**
908348382	2	Smart Buy Probook 455 G2 AMD A6SYSTPRO-7, S/N: CND44224JS, CND44224J3
908341696	2	HP 15.6" P650G1U54300MJX500FINC04JE US, S/N: 5CG4454LK9, 5CG4454LGG
908453434	10	Microsoft Surface Pro 3-12" - Core i5 4300U -Windows 8.1 Pro - 4 GB RAM - 128 GB SSD, S/N: 68814144853, 74989544853, 68811444853, 68811444853, 75020744853, 75156444853, 75201644853, 68739244853, 69386344853, 74895244853, 78350544853
908449867	10	Microsoft Surface Pro Type Cover - Keyboard - English - North America
	10	aVGA DisplayPort Hub - 3 Ports - Desktop, S/N: 1442521301803502, 1442521301803503, 1442521301803504, 1442521301803505, 1442521301803506, 1442521301803507, 1442521301803508, 1442521301803513, 1442521301804136, 1442521301804137
	10	ViewSonic VA2246m-LED - LED monitor 22" S/N: TSP144400735, TSP144400734, TSP144400733, TSP144400722, TSP144400732, TSP144400703, TSP144400707, TSP144400706, TSP144400705, TSP144400709
	10	StarTech.com Mini Display Port to DisplayPort Adaptor Cable - M/M - DisplayPort Cable - 6ft
908462399	10	Microsoft docking station
		Vendor -Lightspeed Systems
LSS002703	1	SYS-G-BR-EM Lightspeed Bottle Rocket for Email Mgmt w/license
LSS002703	8	SYS-G-LSS-BR Lightspeed Bottle Rocket for Collab filter w/license
LSS002703	2300	WF Web Filter [Content filtering w/o overblocking]
		Vendor - Logical Front
123316	1	PowerEdge R620, Intel Xeon E-26XX v2 Processors (201-ABVQ), **S/N:004R06413**
123316		PowerEdge R620 Motherboard, TPM (591-BBBQ)
123316		Dell Hardware Limited Warranty Plus On Site Service Initial Year (936-1787)
123316		Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended (936-9443)
123316		Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-4668)
123316		Basic Hardware Services: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair Initial Year (989-5121)
123316		Basic Support Covers SATA Hard Drive For 1 Year Only Regardless Of Support Duration On The System (994-4019)
123316		PowerEdge R620 Shipping- 4/8 drive chassis (331-4761)
123316		Broadcom 5720DP 1Gb Network Interface Card, Low Profile (430-4424)
123316		VFlash, 8GB SD Card for iDRAC Enterprise (342-1413)
123316		iDRAC7 Enterprise (421-5339)
123316		Broadcom 57840S Quad Port 10Gb SFP+
123316		Direct Attach Network Daughter Card (5410-BBCN)
123316		Chassis with up to 4 Hard Drives and Software RAID and 3 PCIe Slots
123316		(317-8734)
123316		Bezel-4/8 Drive Chassis (318-1431)
123316		Performance Dell Active Power Controller (330-5116)
123316		Diskless Configuration (No RAID, Embedded SATA) (331-4226)
123316		Embedded SATA (341-3933)
123316		Heat Sink for PowerEdge R620 (331-4762)
123316		Intel Xeon E5-2620v2, 2.1 GHz, 15M Cache, 7.2 GT/s QPI, Turbo, HT, 6C, 80W. Max
123316		256 GB- Mem 1600 MHz (338-BCZV)
123316		Dim Blanks for Systems with 2 Processors (317-8588)
123316		Heat Sink for PowerEdge R620 (331-4762)
123316		Intel Xeon E5-2620v2 2.1 GHz, 1/5M Cache, 7.2 GT/s QPI, Turbo, HT, 6C, 80W, Max Performance Optimized (331-4428)
123316		No Hard Drive (341-9160)
123316		Electronic System Documentation and OpenManage DVD Kit (331-4513)
123316		Qlogic QLE 2560/2562 HBA Documentation
123316		Dell R620, **S/N:800R54123**
123316		• No Internal Optical Dribe (318-1392)
123316		• ReadyRails Sliding Rails with Cable Management Arm (331-4765)
123316		• Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (331-4607)
123316		• Power Cords (2), C13 to C14, PDU Style, 12 Amps, 4 meter, Qty 1 (330-3152)
123316		• Internal Dual SD Module (331-4441)

123316		• 1GB SD Card for RIPS (342-2595)
123316		• 1GB SD Card for RIPS (342-3593)
123316		• Enable Redundate SD Cards (468-4612)
123316		• No OS, Nu Utility Partition (421-2869)
123316		• No Media Required (421-5736)
123327	1	Dell r520, 8GB RDIMM, 1.5 TB, Dual power supply, 3yrs Pro Support Plus, incl. Dialogic Brooktrout TR 1034+P24H-TI-1N-R fax card Service System Tag**(S/N): 109RXN2**
		Vendor - Zones, Inc.
S41268720105	14	Viewsonic VA2246M-LED 22in 1920x1080 VGA/DVI LED Monitor w/speakers, Item Number 000917144-NEW, Part Number VA2246m-LED, **S/N: TSP1516C1339, TSP1516C1340, TSP1516C1342, TSP1516C1344, TSP1516C1345, TSP1516C1346, TSP1516C1347, TSP1516C1348, TSP1516C1350, TSP1516C1357, TSP1516C1358, TSP1516C1359, TSP1516C1362, TSP1516C1380**
S41268720105	2	Hewlett Packard Promo USB Keyboard/Mouse/Mousepad Kit, Item Number P03723432, Part Number B1T09AT#ABA
S41268720105	2	Hewlett Packard Pro x2 612 G1 i3 4012Y 1.5 4GB/128ssd 12.5 touch keyboard dock SB, Item Number 002162223-NEW, Part Number J8V71UT#ABA, **S/N: 5CG5212W4X, 5CG5212WVS**
S41268720105	4	Startech DisplayPort to VGA Adapter – DisplayPort (M) to HF15 (F), Item Number A 03208247, Part Number DP2VGA2
S41268720105	6	Plantronics CS540/HL10 CS540 W/HL10 LIFTER, Item Number A 05600679, Part Number 84693-11
		Vendor - Venture Technologies
5581130	6	HP M6710 900GB 6G SAS 10K 2.5in FE HDD
5581130	6	HP 3PAR 7200 OS Suite Drive E-LTU
5522220	1	Surt6krmxl3utf5 LOC 100 APC Smart-UPS RT-UPS Rack Mountable AC 208V-4.2kw 6000VA Ethernet 10/100 RS-232 15 Out (Battery backup
5522220	1	Smx1500rm2u LOC 100 Smart-UPS x 1500 Rack/Tower LCD AC 120V 1200 W 1500VA RS232, **Serial Number: SAS1347214252**
5517480	1	Zixcorp Corporate Zixport
5515560	3	Apple iPad Air 9.7" 16GB IOS7 WI-FI Space Gray **S/N: SDMPMCMKHFK10, SDMQMC9Y2FK10, SDMPMCMQVFK10**
5515560	3	Berlkin Code Keyboard Cover for iPad Air Black
5522230	16	HP 8GB 2RX4 PC3-12800R-11KIT
5522230	1	HP Ethernet 10GB 2P 560SFP+ Adptr **S/N: MYI35104LB**
5522230	1	HP 8GB SD EM Flash Media Kit
5522230	2	HP X240 10G SFP+3M DAC Cable
5522250	24	Topax Siglite 1x5 USB Includes Sigplus SW
5515370	1	HP Elite Book 8470P 14"LED Notebook Intel Core I5 323OM 2.6HGZ 4 GB Ram 500 GB HDD **S/N: CNU410DJZ2**
5526550	1	APC Smart-UPS RT-UPS Rack Mountable AC 208V-4.2Kw 6000VA Ethernet 10/100 RS-232 15 Out
5515360		HP Elite Book 8470P 14" Led Notebook Intel Core I5 323OM 2.6HGZ 4 GB Ram 500 GB HDD **S/N: CNU4099G85**
5625611	5	J8V71UT Pro 612 X2 I3/1.5 4 GB 128GB W8.1P 64 SBY, S/N: 5CG501024M, 5CG50102ST, 5CG50107MK, FCG4483S0C, FCG50102BH
5625611	1	VA2246M-LED 22in Full HD 1080P LED
5625611	1	CF286A M425DN LJ Pro 400 P/C/S/F, S/N: CNF8H1C5G6
5625611	1	B1T09AT USB Keyboard Mousepad Kit
		Vendor - Howard
14-00690806	1	07TQF26A14042: TAC 24x7x365 e-support 24x7x365 certified caller N/A Delivery; Advanced Hardware Replacement Delivery Method; N/A, EW 4hr AHR-H30535
14-00690806	1	07TQF26A14041: TAC 24x7x365 e-support 24x7x365 Certified caller; N/A Delivery; Advanced hardware replacement delivery method; N/A, EW 4hr AHR –H30480
14-00690806	2	07TQF26A14044: Power Cord 13A NEMA 5-15P C13
14-00690806	2	07TQF26A14040: S-Series Standalone (SSA S130 and SSA 150 Class) and SI Chassis- AC and PoE Power supply 15A 110-240 VAC input (1000/1200W), **S/N: 14431440515K, 14431449515K**
14-00690806	1	07TQF26A14039: S-Series 5180 Class I/O Fabric Module Load Sharing- 24 ports 10GBASE-X via SFP Plus 4 ports VSB via SFP Plus, **S/N: 14051372595g**
14-00690806	6	07TQF26A14043:10 GB 10GBASE-SR IEEE 802.3 MM 850 nm Short Wave Length 33/82 M LC SFP Plus, **S/N's: 14120182295c, 1412083295c, 14120184295c, 14120245295c, 14120246295c, 14120281295c**
14-00690806	1	07TQF26A14038: S-Series SI Chassis and fan tray Compatible with fabric modules only, **S/N: 14430620595E**
14-00690806	4	07TQF26A14045: 10 Gb 10GBASE-LRM IEEE 802.3 MM 1310 nm Long Wave Length 220M LC SFP Plus, **S/N's: 14400468675C, 14440053075C, 14400531675C, 14400534675C**
14-00690806	48	(16) 16GB DDR3 DIMM for existing server
1500695990	1	Power Cord 15A NEMA 5-15P C13 - MPN: 5601513-U1
1500695990	1	Enterasys C-Series C5 (48) 1D/100/1000 AT-PoE RJ45 Ports (2) Combo SFP Ports (2) SFP Plus 1G/10GT (2) High Speed Dedicated Stacking Ports & External RPS Connector
15-00711558	1	AP3825i Promotion Bundle, 07TQF26315021
15-00711558	1	D2G124-12P Switch, 07TQI7H315056
14-00714936	1	Mellanox Dual QSFP+ 40GB, 07TQFF0315013, **S/N: 07QTE10015900**
		Vendor - Insight Direct USA, Inc.
908545318Z	3	Microsoft Surface Pro 3-12" – Core i5 4300U- Windows 8.1 Pro -4GB Ram-128 GB SSD **Serial No.: 6771745053, 7223745053, 12495745053**
907545318Z	3	Microsoft Surface Pro Type Cover-keyboard
908545341	3	Computrace Data Protection – Subscription License (5 years)
908545319Z	3	Microsoft Surface Pro 3-12" – Core i5 4300U- Windows 8.1 Pro -4GB Ram-128 GB SSD **Serial No.: 6997445053, 86514444953, 88652644953**
908545319Z	3	Microsoft Surface Pro Type Cover-keyboard
908545340Z	3	Computrace Data Protection – Subscription License (5 years)
908348382	2	Smart Buy Probook 455 G2 AMD A6SYSTPRO-7 **S/N: CND44224JS, CND44224J3**
908348382	4	Computrace Data Protection - Subscription License (5years)
908348382		Freight
908341696	2	HP 15.6" P850G1U54300MJX500FINCO4JE US Serial: 5CG4454LK9, 5CG4454LGG
908341696		Freight

908453434	10	Microsoft Surface Pro 3-12" – Core i5 4300U- Windows 8.1 Pro -4GB Ram-128 GB SSD **Serial No.: 68814144853, 74989544853, 68811444853, 75020744853, 75156444853, 75201644853, 68739244853, 69386344853, 74895244853, 78350544853,**
908453434		Freight
908449867	10	Microsoft Surface Pro Type Cover-keyboard
908449867	10	eVGA DisplayPortHub – hub – 3 ports – desktop **Serial No.: 1442521301803502, 1442521301803503, 1442521301803504, 1442521301803505, 1442521301803506, 1442521301803507, 1442521301803508, 1442521301803513, 1442521301804136, 1442521301804137**
908449867	10	ViewSonic VA2246m-LED – LED monitor -22" **Serial No.: TSP144400735, TSP144400734, TSP144400733, TSP144400722,TSP144400732, TSP144400703, TSP144400707, TSP144400706, TSP144400705, TSP144400709**
908449867	10	StartTech.com Mini DisplayPort to DisplayPort Adapter Cable-M/M-DisplayPort – 6ft
908449867	10	Computrace Data Protection – Subscription License (5 years)
908449867		Freight
908299420Z	10	Microsoft Surface Pro 3-12" – Core i5 4300U- Windows 8.1 Pro -4GB Ram-128 GB SSD **Serial No.: 22172743453, 22732543453, 24925643453, 24942743453, 26168543453, 26188343453, 26225443453, 27200343453, 30810243453, 30827143456**
908323190Z	10	Microsoft Surface Pro Type Cover-keyboard
908323190Z		Freight
908299420Z	10	Computrace Data Protection – Subscription License (5 years)
908299420Z	10	Microsoft docking station
908299420Z	10	eVGA DisplayPortHub – hub – 3 ports – desktop **Serial No.: 1442521301802893, 1442521301802894, 1442521301802896, 1442521301802897, 1442521301802898, 1442521301802899, 1442521301802900, 1442521301802902, 1442521301802906, 1442521301802907**
908299420Z	10	StartTech.com Mini DisplayPort to DisplayPort Adapter Cable-M/M-DisplayPort – 6ft
908299420Z	10	ViewSonic VA2246m-LED – LED monitor -22" **Serial No.: TSP143641859, TSP143641853, TSP143641855, TSP143641863, TSP143641846, TSP143641858, TSP143641857, TSP143641864, TSP143641867, TSP143641862**
908299420Z		Freight
908299422Z	12	(12) Meraki Hardware enterprise II Meraki MR18 Cloud Managed AP, **S/N: NOSN#660557480, NOSN#6600557481, NOSN# NOSN#6600557482, NOSN#6600557483, NOSN#6600557484, NOSN#6600557485, NOSN#6600557486, NOSN#6600557487, NOSN#6600557488, NOSN#6600557489, NOSN#6600557490, NOSN#6600557491**
908299422Z	12	Meraki Enterprise Cloud Controller – Subscription license (1 year)
909299422Z		Freight
908299421Z	1	SolarWinds Serv-U MFT Server – License +1 Year Maintenance – 1 server – Linux, Win, BlackBerry OS, Anroid iOS
9082994217	1	SolarWinds Serv-U Gateway – License + 1 Year Maintenance – ESD –Linux, Win
908545340Z	3	Capture Black for Surface Pro 3Case
	3	10AY001RUS- Lenovo ThinkCentre M73 10AY- Core i3 74130T 2.9 GHz- 4 GB- 500 GB, **S/N: SMJ02LG6V, SMJ02LG84, SMJ02LG85**
	3	0B47374- Lenovo Tiny VESA Mount- system mounting bracket
	3	VA2246M-LED- ViewSonic VA2246m- LED- LED Monitor- 22", **S/N: TSP151781428, TSP151781219, TSP151781216**
909167939	6	20DF002YUS- Lenovo ThinkPad Edge E550 20DF- 15.6" Core i3 4005U- Windows 7 Pro 64bit/ Windows 8.1 Pro 64-bit downgrade- 4GB RAM- 500 GB HDD, **S/N: SPF0A0EHD, SPF0A0EJH, SPF0A0EHJ, SPF0A0EG3, SPF0A0HDV, SPF0A0CZ7**
909172010	6	20DF002YUS- Lenovo ThinkPad Edge E550 20DF- 15.6" Core i3 4005U- Windows 7 Pro 64bit/ Windows 8.1 Pro 64-bit downgrade- 4GB RAM- 500 GB HDD, **S/N: SPF08Lx3Z, SPF08LY7H, SPF08MKJH, SPF08KUBL, SPF08KTP1, SPF08KT0W**
909172010	12	Computrace Data Protection- Subscription License
909167939	5	CF286A#BGJ- HP Laserjet Pro 400 MFP M425dn- multifunction printer (B/W), **S/N: CNF8H3WDF1, CNF8H3WD8R, CNF8H3WDB5, CNF8H3WD7R, CNF8H3WDCX**
909167939	3	Lenovo ThinkCentre M73 10AY - Core i3 4130T 2.9 GHz - 4 GB - 500 GB, **S/N: 10AY001RUSMG0FKAS, 10AY001RUSMG0FKAK, 10AY001RUSMG0FKAZ**
909181138	3	ViewSonic VA2246m-LED –LED Monitor 22", **S/N: TSP152360592, TSP152363019, TSP152363021**
909181138		Freight
909167939		Freight
909172010		Freight
909167939	3	Lenovo Tiny VESA Mount- system mounting bracket
	1	HP Laserjet Pro 400 M401dne-printer-monochrome-laser, **S/N: PHGFC73624**
	1	Logitech Webcam C170- web camera
	1	DYMO LavelWrite 450- label printer- monochrome- direct thermal
	1	Topaz SigLite 1X5 T-S460- signature terminal, **S/N: TS460HP15C2569**
	1	ScanShell 800DXN- sheetfed scanner, **S/N: 4442052210291**
	1	Fujitsu fi-7160 document scanner, **S/N: A36D212143**

SCHEDULE 2.1(c)

Trustmark FF&E

See attached.

DESCRIPTION	MODEL#	SERIAL#/EQUIP#	QUANTITIY
BENCH, SILVER/METAL-CUSHIONED-SITTING	N/A	N/A	1
BOARD, DRY ERASE-LARGE	N/A	N/A	1
BOARD, DRY ERASE-LARGE-ENCLOSED IN CHERRY CABINET	N/A	N/A	1
BOOKCASE, METAL-2 SHELF-BEIGE	N/A	N/A	1
BOOKCASE, WOOD-2 SHELF-BLONDE	N/A	N/A	1
BOOKCASE, WOOD-3 SHELF-CHERRY	N/A	N/A	34
BOOKCASE, WOOD-4 SHELF-CHERRY	N/A	N/A	6
BOOKCASE, WOOD-6 SHELF-CHERRY	N/A	N/A	13
CABINET, METAL-2 DRAWER-LATERAL FILE	N/A	N/A	11
CABINET, METAL-2 DRAWER-VERTICAL FILE	N/A	N/A	23
CABINET, METAL-3 DRAWER-LATERAL FILE	N/A	N/A	3
CABINET, METAL-3 DRAWER-VERTICAL FILE	N/A	N/A	70
CABINET, METAL-4 DRAWER-LATERAL FILE	N/A	N/A	18
CABINET, METAL-4 DRAWER-VERTICAL FILE	N/A	N/A	10
CABINET, WOOD-2 DRAWER-CHERRY-LATERAL FILE	N/A	N/A	17
CABINET, WOOD-4 DRAWER-2 DOOR (CEO OFFICE)	N/A	N/A	1
CHAIR, BLACK METAL-BURGANDY SEAT	N/A	N/A	4
CHAIR, CLOTH-PRINT-GUEST	N/A	N/A	8
CHAIR, EXECUTIVE CONFERENCE TASK-BROWN	N/A	N/A	6
CHAIR, LEATHER (CEO OFFICE)	N/A	N/A	4
CHAIR, METAL-PLASTIC BISTRO TALL-CAFETERIA STYLE	N/A	N/A	11
CHAIR, METAL-PLASTIC SHORT-CAFETERIA STYLE	N/A	N/A	27
CHAIR, OFFICE TASK	N/A	N/A	65
CHAIR, OFFICE TASK-ORANGE/GREY-CONFERENCE CENTER	N/A	N/A	109
CHAIR, PATIO (CEO BALCONY)	N/A	N/A	2
CHAIR, VINYL-CHERRY-GUEST	N/A	N/A	14
CHAIR, VINYL-HIGH BACK-TEAL-FOYER GUEST	N/A	N/A	4
CHAIR, VINYL-STRAIGHT BACK-BROWN-GUEST	N/A	N/A	67
CHAIR-PLASTIC-BEIGE-GUEST	N/A	N/A	10
COOLER, KITCHENAID-WINE/BEVERAGE (CEO OFFICE)	N/A	N/A	1
COUCH, PATIO (CEO BALCONY)	N/A	N/A	1
CREDENZA, WOOD-CHERRY-CLOSED	N/A	N/A	1
CREDENZA, WOOD-CHERRY-OPEN	N/A	N/A	11
CUBICLE, MODULAR-GRAY-BEIGE-INDIVIDUAL	N/A	N/A	36
DESK, STANDARD CHERRY	N/A	N/A	12
DESK, WOOD-L SHAPE-CHERRY	N/A	N/A	30
DISHWASHER, KITCHENAID-INDUSTRIAL SLIVER	KUDL03FVSS3	F00405186	1
DISHWASHER, KITCHENAID-INDUSTRIAL SLIVER	KUDL03FVSS3	FY4001670	1

DRYER, WHILPOOL-WHITE-STANDARD	WED5100V01	M00304261	1
FREEZER, GE-WHITE-STANDARD-7CF-DEEP	FCM7DUBWW	MV118548	1
ICEMAKER, CORNELIUS INDUSTRIAL ICE-O-MATIC	N/A	N/A	1
ICEMAKER, KITCHENAID UNDERCOUNTER	K6IS18NNTS2	N/A	1
MICROWAVE GE LARGE SILVER	JES2251SJ02	ZS950440U	1
MICROWAVE, GE (CEO OFFICE)	N/A	N/A	1
MICROWAVE-RIVAL-BLACK	EM720CWA-PMB	N/A	1
MIRROR, LARGE-PLATNUM-OVAL DECORATIVE	N/A	N/A	1
PANEL, GRAY-CUBICLE	N/A	N/A	4
PLANTER, FLOWER LARGE-BROWN-CEMENT	N/A	N/A	3
PLANTER, FLOWER, GOLD-METAL	N/A	N/A	2
PODIUM, SPECTRUM-BLACK METAL-GLASS TOP	N/A	N/A	1
PROJECTOR, NEC LCD	N/A	N/A	1
RACK, WIRE SHELVING	N/A	N/A	3
REFRIGERATOR, DORM STYLE-UNDERCOUNTER (CEO OFFICE)	KURS2URSBS01	N/A	1
REFRIGERATOR, FRIDGIDAIRE-STANDARD-BLACK	FRT18IL6JB3	N/A	1
REFRIGERATOR, WHIRLPOOL-LARGE-SILVER 22CF	GB2FHDXWS02	K0544867	1
REFRIGERATOR, WHIRLPOOL-LARGE-SILVER 22CF	GB2FH0XWS01	KY3857470	1
REFRIGERATOR, WHIRLPOOL-STANDARD-BLACK	N/A	WBRXNGMWD00	1
STOVE, VULCAN GAS BURNING/GRILL COMBO	N/A	N/A	1
TABLE, BLACK-SILVER-VINYL FOYER	N/A	N/A	2
TABLE, METAL-GLASS TOP-BROWN/GOLD FOYER	N/A	N/A	1
TABLE, METAL-ROUND PEDESTAL-CAFETERIA STYLE	N/A	N/A	12
TABLE, METAL-ROUND-BISTRO TALL-CAFETERIA STYLE	N/A	N/A	4
TABLE, PATIO (CEO BALCONY)	N/A	N/A	1
TABLE, RECTANGULAR-LG-BROWN-CONFERENCE	N/A	N/A	4
TABLE, ROUND (CEO OFFICE)	N/A	N/A	1
TABLE, SQUARE (CEO OFFICE)	N/A	N/A	1
TABLE, UTILITY	N/A	N/A	8
TABLE, UTILITY-GREY-CONFERENCE CENTER	N/A	N/A	20
TABLE, WOOD-GLASS TOP-ACCENT	N/A	N/A	3
TABLE, WOOD-METAL BROWN-TALL-ACCENT	N/A	N/A	2
TELEVISION, SAMSUNG FLAT SCREEN WALL MOUNTED W/REMOTE	N/A	N/A	2
TELEVISION, SHARP FLAT SCREEN WALL MOUNTED W/REMOTE	N/A	N/A	2
WASHER, WHIRLPOOL-WHITE-STANDARD	111-07	CY4841142	1
FITNESS CENTER INVENTORY			
DESCRIPTION	MODEL#	SERIAL#/EQUIP#	QUANTITIY

BOWFLEX BUMBELL STAND (STILL IN BOX)	BDS1642	003-3682	1
LIFEFITNESS 95R LIFECYCLE	95R	ARL106690	1
LIFEFITNESS 95X ELLIPTICAL CROSS TRAINER	95X	XTM116469	1
LIFEFITNESS 95X ELLIPTICAL CROSS TRAINER	95X	XTM116471	1
LIFEFITNESS 95T TREADMILL W/TELEVISION	95T	TWT131406	1
LIFEFITNESS 95T TREADMILL W/TELEVISION	95T	TWT131403	1
LIFEFITNESS DUMB BELL STAND W/ BELLS	N/A	N/A	1
5LB DUMB BELL	N/A	N/A	2
10LB DUMB BELL	N/A	N/A	2
15LB DUMB BELL	N/A	N/A	2
20LB DUMB BELL	N/A	N/A	2
25LB DUMB BELL	N/A	N/A	2
30LB DUMB BELL	N/A	N/A	2
HAMMER STRENGTH DUMBELL STAND W/BELLS	N/A	N/A	1
35LB DUMB BELL	N/A	N/A	2
40LB DUMB BELL	N/A	N/A	2
45LB DUMB BELL	N/A	N/A	2
50LB DUMB BELL	N/A	N/A	2
55LB DUMB BELL	N/A	N/A	2
60LB DUMB BELL	N/A	N/A	2
65LB DUMB BELL	N/A	N/A	2
70LB DUMB BELL	N/A	N/A	2
75LB DUMB BELL	N/A	N/A	2
80LB DUMB BELL	N/A	N/A	2
HAMMER STRENGTH WEIGHT BENCH	FWMAB	FWMAB0310035	1
LIFEFITNESS LEG EXTENSION MACHINE	PSLESE	PSLESE0310015	1
LIFEFITNESS LEG CURL MACHINE	PSLCSE	PSLCSE0310015	1
HOIST TOE RAISE MACHINE	HD1600	N/A	1
HAMMER STRENGTH ISO LATERAL ROW MACHINE	E05	9416	1
HAMMER STRENGTH ISO LATERAL CHEST/BACK MACHINE	B05	2666	1
HAMMER STRENGTH ISO SHOULDER PRESS MACHINE	COO	5875	1
LIFEFITNESS LATERAL PULL DOWN MACHINE	PSPDSE	PSPDSE07094	1
WAVE MASTER PEDESTAL TRAINING BAG	N/A	N/A	1
LIFEFITNESS DUAL ADJUSTABLE PULLEY MACHINE	CMDAP	CMDAP030688	1
WILDER FITNESS BENCH PRESS W/BAR BELLS	N/A	N/A	1
5LB BAR BELL	N/A	N/A	2
10LB BAR BELL	N/A	N/A	4
25LB BAR BELL	N/A	N/A	2
45LB BAR BELL	N/A	N/A	4

SONY PORTABLE STEREO WITH SPEAKERS	N/A	N/A	1
SMALL BROWN BOOKCASE	N/A	N/A	1

SCHEDULE 2.2(o)

Other Excluded Assets

The real property commonly referred to as 100 Pioneer Way, Magee, Mississippi 39111.

The real property commonly referred to as 110 Pioneer Way, Magee, Mississippi 39111.

All property subject to personal property leases with Leasing Innovations that is not used by the Seller in the Business.

Any books and records retained by Seller as described in and subject to Section 2.4(f).

Personal Property Leases:

1. Operating Lease Agreement between Pioneer Health Services, Inc. and Alliance Funding Group dated January 14, 2015.

2. Operating Lease Agreement between Pioneer Health Services, Inc. and Varilease Finance, Inc., dated August 15, 2012.

3. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated June 30, 2012.

4. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated February 20, 2014.

5. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated October 26, 2015.

6. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated August 15, 2015.

7. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated October 6, 2015.

8. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated August 18, 2015.

9. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated February 1, 2013.

10. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated February 1, 2013.

11. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated October 8, 2012.

12. Lease Agreement between Pioneer Health Services, Inc. and Regions Equipment Finance Corp. dated April 25, 2012.

13. Lease Agreement between Pioneer Health Services, Inc. and US Bank Equipment Finance dated June 18, 2015.

14. Lease Agreement between Pioneer Health Services, Inc. and NEC Financial Services dated February 1, 2013.

15. Lease Agreement between Pioneer Health Services, Inc. and Leasing Innovations, Inc. dated December 5, 2013.

16. Lease Agreement between Pioneer Health Services, Inc. and Leasing Innovations dated June 10, 2014.

17. Lease Agreement between Pioneer Health Services, Inc. and Regions Equipment Finance dated February 7, 2013.

18. Lease Agreement between Pioneer Health Services, Inc. and First Financial Corporate Leasing, LLC dated February 7, 2013.

Vendor Contracts:

INSURANCE

United Healthcare Insurance Company, dated July 1, 2017
Assurant (now Sun Life Financial), dated August 1, 2017
Securian Retirement
Sun Life Financial, dated August 1, 2017

CONTRACT LABOR

1. Contract Labor Agreement between Pioneer Health Services and Justin Head dated May 27, 2016 .
2. Contract Labor Agreement between Pioneer Health Services and Riley McWhorter dated May 27, 2016.
3. Contract Labor Agreement between Pioneer Health Services and Paul Trussell contract dated January 4, 2017.

CONTRACT SERVICES

1. Service Contract between Pioneer Health Services and Jani King dated January 26, 2013.
2. Service Contract between Pioneer Health Services and Pitney Bowes dated March 30, 2015.
3. Service Contract between Pioneer Health Services and Shred

It dated October 13, 2011.

4. Service Contract between Pioneer Health Services and Owens Business Machine.
5. Service Contract between Pioneer Health Services and Republic Services dated February 26, 2010.
6. Service Contract between Pioneer Health Services and MedAssets dated June 29, 2012.
7. Service Contract between Pioneer Health Services and G & K dated February 15, 2010.

Information Management Systems:

1. Software License Contract between Pioneer Health Services and Paragon dated December 29, 2011.

2. Software License Contract between Pioneer Health Services and Relay Health (ePremis) dated September 26, 2011.

3. Software License Contract between Pioneer Health Services and Kronos Incorporated dated January 29, 2016.

4. Software License Contract between Pioneer Health Services and Compliance 360, Inc. dated November 15, 2012.

5. Software License Contract between Pioneer Health Services and eClinical Works dated September 26, 2014.

6. Software License Contract between Pioneer Health Services and Ability Network dated October 31, 2013.

7. Software License Contract between Pioneer Health Services and Passport dated January 21, 2010.

8. Master Agreement by and between Pioneer Health Services and McKesson Technologies dated December 29, 2011.

SCHEDULE 2.3(d)

Other Assumed Liabilities

None.

SCHEDULE 3.1

Cure Amounts

None.

SCHEDULE 5.3

Seller's Required Third-Party Consents

1. Management Agreement by and between Pioneer Community Hospital of Aberdeen and Pioneer Health Services, Inc., dated January 1, 2010.

2. Administrative Services Agreement by and between Independent Healthcare Management d/b/a S.E. Lackey Memorial Hospital dated December 1, 2016.

3. Management Agreement by and between Pioneer Community Hospital of Early County and Pioneer Health Services, Inc., dated October 1, 2010.

4. Management Agreement by and between Pioneer Community Hospital of Patrick County and Pioneer Health Services, Inc., dated March 1, 2009.

5. Administrative Services Agreement by and between Tippah County and Pioneer Health Services Inc., dated January 1, 2015.

6. Consulting Agreement by and between Pioneer Community Hospital of Aberdeen and Pioneer Health Services, Inc., dated April 1, 2005.

7. Billing and Collection Agreement by and between Pioneer Health Services of Early County, LLC and Pioneer Health Services, Inc., dated October 1, 2010.

8. Billing and Collection Agreement by and between Pioneer Health Services of Patrick County, LLC and Pioneer Health Services, Inc., dated March 1, 2009.

9. Billing and Collection Consulting Agreement by and between Molokai General Hospital and Pioneer Health Services, Inc., dated April 1, 2015.

10. Billing and Collection Consulting Agreement by and between Washington Parish operating as Riverside Medical Center and Pioneer Health Services, Inc., dated July 8, 2015.

11. Billing and Collection Consulting Agreement by and between Parishwide Hospital Service District d/b/a Riverland Medical Center and Pioneer Health Services, Inc., dated June 10, 2015.

12. In-Patient Behavioral Health Consulting Agreement by and between Pioneer Health Services of Monroe County LLC, d/b/a Pioneer Community Hospital of Aberdeen and Pioneer Health Services, Inc., dated April 1, 2014.

13. In-Patient Behavioral Health Consulting Agreement by and between Independent Healthcare Management, Inc., d/b/a Lackey Memorial Hospital and Convalescent Center and Pioneer Health Services, Inc., dated October 1, 2015.

14. In-Patient Behavioral Health Consulting Agreement by and between Tippah County Hospital and Pioneer Health Services, Inc., dated October 1, 2015.

15. Out-Patient Behavioral Health Consulting Agreement by and between Pioneer Health Services of Monroe County LLC, d/b/a Pioneer Community Hospital of Aberdeen and Pioneer Health Services, Inc., dated April 1, 2014.

16. Out-Patient Behavioral Health Consulting Agreement by and between Independent Healthcare Management, Inc., d/b/a Lackey Memorial Hospital and Convalescent Center and Pioneer Health Services, Inc., dated April 1, 2016.

17. Out-Patient Behavioral Health Consulting Agreement by and between Howard Memorial Hospital and Pioneer Health Services, Inc., dated January 23, 2015.

18. Transition Services Agreement by and among Pioneer Health Services of Monroe County, Inc., Boa Vida Hospital of Aberdeen, MS, LLC and Pioneer Health Services, Inc, dated October 1, 2017.

SCHEDULE 5.4

Purchased Assets Lacking Good and Marketable Title

See attached lien search summary.

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Medicomp Inc.	Peoples Bank	MS	SOS	20100087776K	5/3/2010	5/3/2015	UCC-1 Financing Statement	20100087776K	All accounts, chattel paper arising from conversion of accounts	Missing comma in debtor name
Medicomp Inc.	Peoples Bank	MS	SOS	20151592173B	3/4/2015	5/3/2020	UCC-3 Financing Statement Amendment	20100087776K		Continuation
Pioneer Health Services of Monroe County, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20110452161A	7/22/2011	7/22/2015	UCC-1 Financing Statement	20110452161A	Specific Equipment	
Pioneer Health Services of Monroe County, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20120779502B	8/3/2012		UCC-3 Financing Statement Amendment	20110452161A		Amended Debtor to: Pioneer Health Services, Inc., 1100 Pioneer Way, PO Box 1100, Magee, MS 39111
Pioneer Health Services, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20120794545B	8/15/2012		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Pioneer Health Services of Newton County, LLC, 301 8th Avenue S W, Magee, MS 39111
Pioneer Health Services, Inc. Pioneer Health Services of Newton County, LLC	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20141468736B	10/4/2014		UCC-3 Financing Statement Amendment	20110452161A		Added name of Debtor (Pioneer Health Services of Newton County, LLC): Pioneer Health Services of Early County, LLC, 11740 Columbia Street, Blakely, GA 39823

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20141470625B	10/8/2014		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Pioneer Health Services of Patrick County Inc, 18688 Jeb Stuart Highway, Stuart, V A24171
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20141470882B	10/8/2014		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Medicomp, Inc., 236 Caldwell Drive, Hazelhurst, MS 39083
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Medicomp, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20141500458B	11/14/2014		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Byram Sports Medicine and Rehab, Inc., 100 Marketplace Drive, Byram, MS 39272
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Medicomp, Inc. Byram Sports Medicine and Rehab, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151552858B	1/8/2015		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Ridgeland Sports Medicine and Rehab, Inc., 665 S Pear Orchard Rd, Suite 114, Ridgeland, MS 39157
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Ridgeland Sports Medicine and Rehab, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151569934B	2/2/2015		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Sports Medicine and Rehab, Inc., 1020 Margaret Bend, Greenville, MS 38703

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Ridgeland Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151570816B	2/3/2015		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Ambulatory Equipment Services, Inc., 803 3rd Street SW, Magee, MS 39157
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Ridgeland Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc. Ambulatory Equipment Services, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151576860B	2/11/2015		UCC-3 Financing Statement Amendment	20110452161A		Changed name and address of Debtor: Pioneer Health Services of Newton County, LLC, 9421 Eastside Drive Extension, Newton, MS 39345
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Ridgeland Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc. Ambulatory Equipment Services, Inc. Pioneer Health Services of Newton County, LLC	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151584888B	2/23/2015		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Medicomp Physical Therapy Madison, Inc., 1 Wood Green Place 101, Madison, MS 39110

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Ridgeland Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc. Ambulatory Equipment Services, Inc. Pioneer Health Services of Newton County, LLC Medicomp Physical Therapy Madison, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151584906B	2/23/2015		UCC-3 Financing Statement Amendment	20110452161A		Added Debtor: Pioneer Health Services of Monroe County, Inc., 9421 Eastside Drive, Newton, MS 39345
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Ridgeland Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc. Ambulatory Equipment Services, Inc. Pioneer Health Services of Newton County, LLC Medicomp Physical Therapy Madison, Inc. Pioneer Health Services of Monroe County, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20161985136B	6/3/2016	7/22/2020	UCC-3 Financing Statement Amendment	20110452161A		Continuation
Pioneer Health Services of Monroe County, Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20110451783A	7/22/2011	7/22/2016	UCC-1 Financing Statement	20110451783A	Specific Equipment	

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20110470154B	8/11/2011		UCC-3 Financing Statement Amendment	20110451783A		Amended Secured Party (Republic Bank) to: OptumHealth Bank, Inc., 2525 Lake Park Blvd., West Valley City, UT 84120
Pioneer Health Services of Monroe County, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20141481767B	10/22/2014		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Pioneer Health Services, Inc., 1100 Pioneer Way, PO Box 1100, Magee, MS 39111
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20141489764B	11/4/2014		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Pioneer Health Services of Early County, LLC 11740 Columbia Street, Blakely, GA 39823
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151552861B	1/8/2015		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Ridgeland Sports Medicine and Rehab, Inc., 665 S. Pear Orchard Rd, Suite 114, Ridgeland, MS 39157
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Ridgeland Sports Medicine and Rehab, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151569936B	2/2/2015		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Medicomp, Inc., 236 Caldwell Drive, Hazelhurst, MS 39083
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Ridgeland Sports Medicine and Rehab, Inc. Medicomp, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151570811B	2/3/2015		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Sports Medicine and Rehab, Inc., 1020 Margaret Bend, Greenville, MS 38703

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Ridgeland Sports Medicine and Rehab, Inc. Medicomp, Inc. Sports Medicine and Rehab, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151576869B	2/11/2015		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Byram Sports Medicine and Rehab, Inc., 100 Marketplace Drive, Byram, MS 39272
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Ridgeland Sports Medicine and Rehab, Inc. Medicomp, Inc. Sports Medicine and Rehab, Inc. Byram Sports Medicine and Rehab, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151578103B	2/12/2015		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Pioneer Health Services of Patrick County Inc, 18688 Jeb Stuart Highway, Stuart, FL 24171
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Ridgeland Sports Medicine and Rehab, Inc. Medicomp, Inc. Sports Medicine and Rehab, Inc. Byram Sports Medicine and Rehab, Inc. Pioneer Health Services of Patrick County Inc	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20151580998B	2/17/2015		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Ambulatory Equipment Services, Inc., 803 3rd Street, SW, Magee, MS 39157

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Ridgeland Sports Medicine and Rehab, Inc. Medicomp, Inc. Sports Medicine and Rehab, Inc. Byram Sports Medicine and Rehab, Inc. Pioneer Health Services of Patrick County Inc Ambulatory Equipment Services, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	201515848918	2/23/2015		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Medicomp Physical Therapy Madison, Inc., 1 Wood Green Place 101, Madison, MS 39110
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Ridgeland Sports Medicine and Rehab, Inc. Medicomp, Inc. Sports Medicine and Rehab, Inc. Byram Sports Medicine and Rehab, Inc. Pioneer Health Services of Patrick County Inc Ambulatory Equipment Services, Inc. Medicomp Physical Therapy Madison, Inc.	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	201515849088	2/23/2015		UCC-3 Financing Statement Amendment	20110451783A		Added Debtor: Pioneer Health Services of Newton County, LLC, 9421 Eastside Drive Extension, Newton, MS 39345

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc. Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Ridgeland Sports Medicine and Rehab, Inc. Medicomp, Inc. Sports Medicine and Rehab, Inc. Byram Sports Medicine and Rehab, Inc. Pioneer Health Services of Patrick County Inc Ambulatory Equipment Services, Inc. Medicomp Physical Therapy Madison, Inc. Pioneer Health Services of Newton County, LLC	OptumHealth Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20161906748B	3/4/2016	7/22/2021	UCC-3 Financing Statement Amendment	20110451783A		Continuation
Medicomp, Inc.	Regions Equipment Finance Corporation	MS	SOS	20120703716A	5/8/2012	5/8/2017	UCC-1 Financing Statement	20120703716A	All Goods financed by Secured Party, related software, general intangibles, replacements, tooling, proceeds	Initial filing missing recording information
Medicomp, Inc.	Regions Equipment Finance Corporation	MS	SOS	20161889116B	2/9/2016		UCC-3 Financing Statement Amendment	20120703716A		Added Collateral

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Sports Medicine and Rehab, Inc. Medicomp Physical Therapy Madison, Inc. Ridgeland Sports Medicine and Rehab, Inc. Flowood Sports Medicine and Rehab, Inc. Pioneer Health Services of Patrick County Inc Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Simpson County, LLC Pioneer Healht Services of Monroe County, Inc. Independent Healthcare Management, Inc. Medicomp, Inc. Byram Sports Medicine and Rehab, Inc.	VFI-SPV VIII, Corp.	MS	SOS	20120788059A	8/14/2012	8/14/2017	UCC-1 Financing Statement	20120788059A	Specified leased equipment, software and personal property	Informational Filing; Equipment Lease

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Simpson County, LLC Pioneer Health Services of Monroe County, Inc. Independent Healthcare Management, Inc. Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc. Medicomp Physical Therapy Madison, Inc. Ridgeland Sports Medicine and Rehab, Inc. Flowood Sports Medicine and Rehab, Inc.	VFI-SPV VIII, Corp.	MS	SOS	20120794253A	8/16/2012	8/16/2017	UCC-1 Financing Statement	20120794253A	Specified leased equipment, software and personal property	Informational Filing; Equipment Lease

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Simpson County, LLC Pioneer Health Services of Monroe County, Inc. Independent Healthcare Management, Inc. Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc. Medicomp Physical Therapy Madison, Inc. Ridgeland Sports Medicine and Rehab, Inc. Flowood Sports Medicine and Rehab, Inc.	VFI-SPV VIII, Corp.	MS	SOS	20131154035B	10/3/2013		UCC-3 Financing Statement Amendment	20120794253A		Deleted Pioneer Health Services of Simpson County, LLC as a Debtor

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Monroe County, Inc. Independent Healthcare Management, Inc. Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc. Medicomp Physical Therapy Madison, Inc. Ridgeland Sports Medicine and Rehab, Inc. Flowood Sports Medicine and Rehab, Inc.	VFI-SPV VIII, Corp.	MS	SOS	20131154037B	10/3/2013		UCC-3 Financing Statement Amendment	20120794253A		Deleted Independent Healthcare Management, Inc. as a Debtor
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Monroe County, Inc. Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Sports Medicine and Rehab, Inc. Medicomp Physical Therapy Madison, Inc. Ridgeland Sports Medicine and Rehab, Inc. Flowood Sports Medicine and Rehab, Inc.	VFI-SPV VIII, Corp.	MS	SOS	20131154266B	10/3/2013		UCC-3 Financing Statement Amendment	20120794253A		Deleted Ridgeland Sports Medicine and Rehab, Inc. as a Debtor

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Monroe County, Inc. Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Medicomp Physical Therapy Madison, Inc. Ridgeland Sports Medicine and Rehab, Inc. Flowood Sports Medicine and Rehab, Inc.	VFI-SPV VIII, Corp.	MS	SOS	20131154465B	10/3/2013		UCC-3 Financing Statement Amendment	20120794253A		Full Assignment [no assignee listed]
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Monroe County, Inc. Medicomp, Inc. Byram Sports Medicine and Rehab, Inc. Medicomp Physical Therapy Madison, Inc. Ridgeland Sports Medicine and Rehab, Inc. Flowood Sports Medicine and Rehab, Inc.	VFI-SPV VIII, Corp.	MS	SOS	20141234234B	1/3/2014		UCC-3 Financing Statement Amendment	20120794253A		Full Assignment to VFI KR SPE I, LLC, 6340 South 3000 East, Suite 400, Salt Lake City, UT 84121 [obtained info from MS SOS website]

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Choctaw County, LLC	Amerisourcebergen Drug Corporation	MS	SOS	20110575448A	12/12/2011	12/12/2016	UCC-1 Financing Statement	20110575448A	All of Debtors personal property and any and all additions, substitutions, Accessions and Proceeds thereto or thereof where located	
Pioneer Health Services of Choctaw County, LLC	Capital One, National Association	MS	SOS	20120786167A	8/8/2012	8/8/2017	UCC-1 Financing Statement	20120786167A	All Assets	
Pioneer Health Services of Choctaw County, LLC	Heartland Business Credit	MS	SOS	20130951021A	2/9/2013	2/9/2018	UCC-1 Financing Statement	20130951021A	DPM Central Station ER System; DPM Central Station Solution with *PDS Gateway* embedded with DPM CS Server and other personal property specified	
Pioneer Health Services, Inc.	Transportation Alliance Bank Med One Capital Funding, LLC	MS	SOS	20120832851A	10/3/2012	10/3/2017	UCC-1 Financing Statement	20120832851A	Specific Equipment	[Note, original and all amendments not included in search results; Retrieved information from *MS SOS website*]
Pioneer Health Services, Inc.	Transportation Alliance Bank Med One Capital Funding, LLC	MS	SOS	20130937617B	1/31/2013		UCC-3 Financing Statement Amendment	20120832851A		Changed Secured Party to Transportation Alliance Bank Inc., 4185 Harrison Blvd, Ogden, UT 84403

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc.	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130941321B	2/6/2013		UCC-3 Financing Statement Amendment	20120832851A		Added Debtor: Pioneer Health Services of Stokes County, Inc., 1570 NC 8 and 89 Hwy N. Danbury, NC 27016
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc.	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130942426B	2/7/2013		UCC-3 Financing Statement Amendment	20120832851A		Added Debtor: Pioneer Health Services of Early County, LLC, 11740 Columbia Street, Blakely, GA 39823
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130945372B	2/12/2013		UCC-3 Financing Statement Amendment	20120832851A		Added Debtor: Pioneer Health Services of Monroe County, LLC, 400 South Chestnut Street, Aberdeen, MS 39730
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, LLC	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130952120B	2/20/2013		UCC-3 Financing Statement Amendment	20120832851A		Added Debtor: Pioneer Health Services of Newton County, LLC, 9421 Eastside Drive Extension, Newton, MS 39345
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, LLC Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, LLC Pioneer Health Services of Newton County, LLC	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130952242B	2/20/2013		UCC-3 Financing Statement Amendment	20120832851A		Added Debtor: Pioneer Health Services of Choctaw County, LLC, 311 West Cherry Street, Ackeman, MS 39735

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, LLC Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130953302B	2/21/2013		UCC-3 Financing Statement Amendment	20120832851A		Added Debtor: Pioneer Health Services of Patrick County Inc, 18688 Jeb Stuart Highway, Stuart, FL 24171
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, LLC Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County, LLC	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130956266B	2/25/2013		UCC-3 Financing Statement Amendment	20120832851A		Added Debtor: Independent Healthcare Management, Inc., 230 Broad Street, Forest, MS 39074-0428
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, LLC Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County, LLC Independent Healthcare Management, Inc.	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130957009B	2/26/2013		UCC-3 Financing Statement Amendment	20120832851A		Added Debtor: Lackey Memorial Hospital and Convalescent Home, 330 Broad Street, Forest, MS 39074-0428

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, LLC Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County, LLC Independent Healthcare Management, Inc. Lackey Memorial Hospital and Convalescent Home	Transportation Alliance Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20130980329B	3/27/2013		UCC-3 Financing Statement Amendment	20120832851A		Changed Debtor: Pioneer Health Services of Stokes County, LLC, 1570 NC 8 and 89 Hwy N. Danbury, NC 27016
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Serviecs of Choctaw County, LLC Pioneer Health Services of Oneida, LLC Pioneer Health Services of Oneida, LLC	Prime Alliance Bank Med One Capital Funding, LLC	MS	SOS	20131065609A	7/1/2013	7/1/2018	UCC-1 Financing Statement	20131065609A	1 ASP PACS	

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Serviecs of Choctaw County, LLC Pioneer Health Services of Oneida, LLC Pioneer Health Services of Oneida, LLC	Prime Alliance Bank Med One Capital Funding, LLC	MS	SOS	20131175441B	10/30/2013		UCC-3 Financing Statement Amendment	20131065609A	Specific Equipment	Added Collateral
Pioneer Health Services, Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20130937579A	1/29/2013	1/29/2018	UCC-1 Financing Statement	20130937579A	Specific Equipment	
Pioneer Health Services, Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20131088576B	7/23/2013		UCC-3 Financing Statement Amendment	20130937579A		Added Debtor: Pioneer Health Services of Stokes County, Inc., 1570 NC 8 and 89 Hwy N, Danbury, NC 27016
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20131089396B	7/23/2013		UCC-3 Financing Statement Amendment	20130937579A		Added Debtor: Pioneer Health Services of Early County, LLC, 11740 Columbia Street, Blakely, GA 39823
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC	Republic Bank Med One Capital Funding, LLC	MS	SOS	20131091689B	7/25/2013		UCC-3 Financing Statement Amendment	20130937579A		Added Debtor: Pioneer Health Services of Monroe County, Inc., 9421 Eastside Drive, Newton, MS 39345

Pioneer Health Services
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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20131092009B	7/25/2013		UCC-3 Financing Statement Amendment	20130937579A		Added Debtor: Pioneer Health Services of Newton County, LLC, 301 8th Avenue SW, Magee, MS 39111
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC	Republic Bank Med One Capital Funding, LLC	MS	SOS	20131092275B	7/25/2013		UCC-3 Financing Statement Amendment	20130937579A		Added Debtor: Pioneer Health Services of Choctaw County, LLC, 311 West Cherry Street, Ackerman, MS 39735
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC	Republic Bank Med One Capital Funding, LLC	MS	SOS	20131092290B	7/25/2013		UCC-3 Financing Statement Amendment	20130937579A		Added Debtor: Pioneer Health Services of Patrick County Inc, 18688 Jeb Stuart Highway, Stuart, VA 24171
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County Inc	Republic Bank Med One Capital Funding, LLC	MS	SOS	20131092714B	7/26/2013		UCC-3 Financing Statement Amendment	20130937579A		Added Debtor: Independent Healthcare Management, Inc., 230 Broad Street, Forest, MS 39074-0428

Pioneer Health Services
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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County Inc Independent Healthcare Management, Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20131093757B	7/26/2013		UCC-3 Financing Statement Amendment	20130937579A		Added Debtor: Lackey Memorial Hospital and Convalesant Home, 330 Broad Street, Forest, MS 39074-0428
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Oneida, LLC	Prime Alliance Bank Med One Capital Funding, LLC	MS	SOS	20131076351A	7/3/2013	7/3/2018	UCC-1 Financing Statement	20131076351A	Specific Equipment	
Pioneer Health Services, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Oneida, LLC	Prime Alliance Bank Med One Capital Funding, LLC	MS	SOS	20131175706B	10/29/2013		UCC-3 Financing Statement Amendment	20131076351A		Add Collateral

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Oneida, LLC	Optum Bank, Inc. Med One Capital Funding, LLC	MS	SOS	20131122426A	8/23/2013	8/23/2018	UCC-1 Financing Statement	20131122426A	Specific Equipment	Schedule A not attached to UCC-1 Financing Statement
Pioneer Health Services, Inc.	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20120869923A	11/16/2012	11/16/2017	UCC-1 Financing Statement	20120869923A	Specific Equipment	[Note, original and all amendments not included in search results; Retrieved information from MS SOS website]
Pioneer Health Services, Inc.	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20131176290B	10/30/2013		UCC-3 Financing Statement Amendment	20120869923A		Amended Collateral
Pioneer Health Services, Inc.	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20131182680B	11/8/2013		UCC-3 Financing Statement Amendment	20120869923A		Added Debtor: Pioneer Health Services of Stokes County, Inc., 1570 NC 8 and 89 Hwy N., Danbury, NC 27016
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc.	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20131187546B	11/13/2013		UCC-3 Financing Statement Amendment	20120869923A		Added Debtor: Pioneer Health Services of Early County, LLC, 11740 Columbia Street, Blakely, GA 39823

Pioneer Health Services
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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20131198187B	11/25/2013		UCC-3 Financing Statement Amendment	20120869923A		Added Debtor: Pioneer Health Services of Patrick County Inc, 18688 Jeb Stuart Highway, Stuart, VA 24171
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Servies of Patrick County Inc	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20141238529B	1/6/2014		UCC-3 Financing Statement Amendment	20120869923A		Amended Collateral
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Servies of Patrick County Inc	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20141254185B	1/30/2014		UCC-3 Financing Statement Amendment	20120869923A		Added Debtor: Pioneer Health Services of Monroe County, Inc., 400 South Chestnut Street, Aberdeen, MS 39730
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Servies of Patrick County Inc Pioneer Health Services of Monroe County, Inc.	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20141255406B	2/3/2014		UCC-3 Financing Statement Amendment	20120869923A		Added Debtor: Pioneer Health Services of Newton County, LLC, 9421 Eastside Drive Extension, Newton, MS 39345
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Servies of Patrick County Inc Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20141256459B	2/4/2014		UCC-3 Financing Statement Amendment	20120869923A		Added Debtor: Pioneer Health Services of Choctaw County, LLC

Pioneer Health Services
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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Servies of Patrick County Inc Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC	Med One Capital Funding, LLC Prime Alliance Bank	MS	SOS	20141268842B	2/20/2014		UCC-3 Financing Statement Amendment	20120869923A		Added Debtor: Independent Healthcare Management, Inc., 330 Broad Street, Forest, MS 39074
Pioneer Health Services of Early County, LLC	Amerisourcebergen Drug Corporation	MS	SOS	20100211245A	10/5/2010	10/5/2015	UCC-1 Financing Statement	20100211245A	All of Debtor's personal property and any and all additions, substitutions, Accessions and Proceeds thereto or thereof, wherever located	
Pioneer Health Services of Early County, LLC	Amerisourcebergen Drug Corporation	MS	SOS	20151762840B	9/10/2015	10/5/2020	UCC-3 Financing Statement Amendment	20100211245A	All of Debtor's personal property and any and all additions, substitutions, Accessions and Proceeds thereto or thereof, wherever located	Continuation
Pioneer Health Services of Early County, LLC	Regions Equipment Finance Corporation	MS	SOS	20120700585A	5/1/2012	5/1/2017	UCC-1 Financing Statement	20120700585A	All Properties, Assets and rights of Debtor described on Exhibit A thereto and per Master Agreement dated 04/25/2012	
Pioneer Health Services of Early County, LLC	Regions Equipment Finance Corporation	MS	SOS	20161889946B	2/10/2016		UCC-3 Financing Statement Amendment	20120700585A		Added Collateral

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Early County, LLC	Capital One, National Association	MS	SOS	20120786152A	8/8/2012	8/8/2017	UCC-1 Financing Statement	20120700585A	All Assets	
Pioneer Health Services of Early County, LLC	Capital One, National Association	MS	SOS	20151590037A	2/27/2015	2/27/2020	UCC-1 Financing Statement	20151590037A	All Assets	
Pioneer Health Services of Monroe County, Inc. Pioneer Community Hospital	Amerisourcebergen Drug Corporation	MS	SOS	20080027996E	2/14/2008	2/14/2013	UCC-1 Financing Statement	20080027996E	All of Debtor's personal property and any and all additions, substitutions, Accessions and Proceeds thereto or thereof, wherever located, now or owned or hereafter acquired	
Pioneer Health Services of Monroe County, Inc. Pioneer Community Hospital	Amerisourcebergen Drug Corporation	MS	SOS	20130929470B	1/21/2013	2/14/2018	UCC-3 Financing Statement Amendment	20080027996E		Continuation
Pioneer Health Services of Monroe County, Inc.	TCF Equipment Finance, Inc.	MS	SOS	20090030371G	2/20/2009	2/20/2014	UCC-1 Financing Statement	20090030371G	All equipment and other personal property and all modifications and additions thereto and replacements and substitutions therefor, in whole or in part, nor or hereafter covered by that certain Lease Schedule No. 2473A01 to Master Lease No. CMLL-2473A between Celtic Leasing Corp and Debtor	
Pioneer Health Services of Monroe County, Inc.	TCF Equipment Finance, Inc.	MS	SOS	20090170656H	8/17/2009		UCC-3 Financing Statement Amendment	20090030371G	Specific Equipment	Restated Collateral

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc.	TCF Equipment Finance, Inc.	MS	SOS	20141246943B	1/16/2014	2/20/2019	UCC-3 Financing Statement Amendment	20090030371G		Continuation
Pioneer Health Services of Monroe County, Inc.	General Electric Capital Corporation	MS	SOS	20090103067K	6/3/2009	6/3/2014	UCC-1 Financing Statement	20090103067K	1 GE Healthcare *BrightSpeed Elite 16 CT* System together with all substitutions for, accessories, attachments, etc.	
Pioneer Health Services of Monroe County, Inc.	General Electric Capital Corporation	MS	SOS	20141256198B	2/3/2014	6/3/2019	UCC-3 Financing Statement Amendment	20090103067K		Continuation
Pioneer Health Services of Monroe County, Inc.	Regions Equipment Finance Corporation	MS	SOS	20120700597A	5/1/2012	5/1/2017	UCC-1 Financing Statement	20120700597A	All equipment, goods or other personal property listed on Exhibit "A" including Quest Medical Supply, Inc./CDW-Government; McKesson Office Max and the invoice numbers listed therein 2/11/2016 – further invoice numbers for the above vendors for property located 110 Pioneer Way, Magee, MS 39111 – Contract #010-0007611-004	
Pioneer Health Services of Monroe County, Inc.	Regions Equipment Finance Corporation	MS	SOS	20161907041B	2/11/2016		UCC-3 Financing Statement Amendment	20120700597A	Specific Equipment	Added Collateral
Pioneer Health Services of Monroe County, Inc.	Capital One, National Association	MS	SOS	20120786171A	8/8/2015	8/8/2020	UCC-1 Financing Statement	20120786171A	All Assets	

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Monroe County, Inc.	Stryker Sales Corporation	MS	SOS	20141436993A	8/26/2014	8/26/2019	UCC-1 Financing Statement	20141436993A	Specific Equipment	
Pioneer Health Services of Monroe County, Inc.	Stryker Sales Corporation	MS	SOS	20161951260B	4/26/2016		UCC-3 Financing Statement Amendment	20141436993A		Changed Secured Party to: U.S. Bank Equipment Finance, a division of U.S. Bank National Association, 1310 Madrid Street, Marshall, MN 56258
Pioneer Health Services of Monroe County, Inc.	Stryker Sales Corporation	MS	SOS	20141436994A	8/26/2014	8/26/2019	UCC-1 Financing Statement	20141436994A	Specific Equipment	
Pioneer Health Services of Monroe County, Inc.	Stryker Sales Corporation	MS	SOS	20161951249B	4/26/2016		UCC-3 Financing Statement Amendment	20141436994A		Changed Secured Party to: U.S. Bank Equipment Finance, a division of U.S. Bank National Association, 1310 Madrid Street, Marshall, MN 56258
Pioneer Health Services of Monroe County, Inc.	Amerisourcebergen Drug Corporation	MS	SOS	20141474184A	10/13/2014	10/13/2019	UCC-1 Financing Statement	20141474184A	All of Debtors personal property and any and all additions, substitutions, accessions and proceeds thereto	
Pioneer Health Sevices, Inc. Pioneer Health Services of Monroe County, Inc.	Med One Capital Funding, LLC Optum Bank, Inc.	MS	SOS	20141483267A	10/24/2014	10/24/2019	UCC-1 Financing Statement	20141483267A	Specific Equipment	

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Sevices, Inc. Pioneer Health Services of Monroe County, Inc.	Med One Capital Funding, LLC Optum Bank, Inc.	MS	SOS	20151625281B	4/14/2015		UCC-3 Financing Statement Amendment	20141483267A		Changed Address of Secured Party to: 110 Pioneer Way, Magee, MS 39111
Pioneer Health Services of Monroe County, Inc.	Stryker Sales Corporation	MS	SOS	20141512178A	11/25/2014	11/25/2019	UCC-1 Financing Statement	20141512178A	Specific Equipment	
Pioneer Health Services of Monroe County, Inc.	Stryker Sales Corporation	MS	SOS	20161951256B	4/26/2016		UCC-3 Financing Statement Amendment	20141512178A		Changed Secured Party to: U.S. Bank Equipment Finance, a division of U.S. Bank National Association, 1310 Madrid Street, Marshall, MN 56258
Pioneer Health Services of Monroe County, Inc.	Capital One, National Association	MS	SOS	20151590026A	2/27/2015	2/27/2020	UCC-1 Financing Statement	20151590026A	All Assets	
Pioneer Health Services of Newton County, LLC	USA Acting through Rural Development	MS	SOS	20110516751A	10/6/2011	10/6/2016	UCC-1 Financing Statement	20110516751A	Chattels and equipment, plus the income and revenue fo the borrower corporation; Real property	Recorded in real estate records
Pioneer Health Services of Newton County, LLC	Regions Equipment Finance Corporation	MS	SOS	20120700633A	5/1/2012	5/1/2017	UCC-1 Financing Statement	20120700633A	All Properties, Assets and rights of Debtor described on Exhibit A thereto and per Master Agreement dated 04/25/2012	
Pioneer Health Services of Newton County, LLC	Regions Equipment Finance Corporation	MS	SOS	20161888076B	2/8/2016		UCC-3 Financing Statement Amendment	20120700633A		Added Collateral

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Newton County, LLC	Capital One, National Association	MS	SOS	20120786158A	8/8/2012	8/8/2017	UCC-1 Financing Statement	20120786158A	All Assets	
Pioneer Health Services of Newton County, LLC	Toshiba America Medical Credit, a program of Toshiba America Medical Systems, Inc.	MS	SOS	20120827392A	9/26/2012	9/26/2017	UCC-1 Financing Statement	20120827392A	Specific Equipment	
Pioneer Health Services of Newton County, LLC Pioneer Community Hospital of Newton	Toshiba America Medical Credit	MS	SOS	20141407932A	7/28/2014	7/28/2019	UCC-1 Financing Statement	20141407932A	All personal property leased pursuant to Master Lease Agreement dated 07/18/2014 Specific Equipment	
Pioneer Health Services of Newton County, LLC	Capital One, National Association	MS	SOS	20151590045A	2/27/2015	2/27/2020	UCC-1 Financing Statement	20151590045A	All assets	
Pioneer Health Services of Oneida, LLC	Siemens Financial Services, Inc.	MS	SOS	20131055186A	6/19/2013	6/19/2018	UCC-1 Financing Statement	20131055186A	All property under Equipment Leasing Agreement #25790-35372	
Pioneer Health Services of Oneida, LLC	Siemens Financial Services, Inc.	MS	SOS	20131055196A	6/19/2013	6/19/2018	UCC-1 Financing Statement	20131055196A	All property under Equipment Leasing Agreement #25793-35375	
Pioneer Health Services of Oneida, LLC	Siemens Financial Services, Inc.	MS	SOS	20131055441A	6/19/2013	6/19/2018	UCC-1 Financing Statement	20131055441A	All property under Equipment Leasing Agreement #25791-35373	
Pioneer Health Services of Oneida, LLC	Siemens Financial Services, Inc.	MS	SOS	20131145080A	9/20/2013	9/20/2018	UCC-1 Financing Statement	20131145080A	All property under Equipment Leasing Agreement #25792-35374	
Pioneer Health Services of Oneida, LLC	Capital One, National Association	MS	SOS	20141273311A	2/20/2014	2/20/2019	UCC-1 Financing Statement	20141273311A	All Assets	

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Oneida, LLC	TGF-Tennessee, L.P.	MS	SOS	20151551801A	1/7/2015	1/7/2020	UCC-1 Financing Statement	20151551801A	All equipment, goods and other property in connection with Master Lease Agreement No TFG/PI 2258; Precautionary and informational purposes	
Pioneer Health Services of Oneida, LLC	Capital One, National Association	MS	SOS	20151590035A	2/27/2015	2/27/2020	UCC-1 Financing Statement	20151590035A	All Assets	
Pioneer Health Services of Oneida Real Estate, LLC	Leasing Innovations, Incorporated	MS	SOS	20151590661A	3/3/2015	3/3/2020	UCC-1 Financing Statement	20151590661A	Specific Equipment under Lease Agreement No HGF010515-3	
Pioneer Health Services of Oneida Real Estate, LLC	Leasing Innovations, Incorporated	MS	SOS	201516536858	5/14/2015		UCC-3 Financing Statement Amendment	20151590661A		Partial Assignment (33.33%) of Secured Party's Interest to Heather G. Fritz and Mark D. Biskup J.W.R.O.S.
Pioneer Health Services of Oneida Real Estate, LLC	Leasing Innovations, Incorporated Heather G. Fritz and Mark D. Biskup J.W.R.O.S.	MS	SOS	201516536878	5/14/2015		UCC-3 Financing Statement Amendment	20151590661A		Partial Assignment (66.67%) of Secured Party's Interest to Extraco Banks, N.A.
Pioneer Health Services of Patrick County, Inc.	Olympus America Inc.	MS	SOS	20090104241E	6/4/2009	6/4/2014	UCC-1 Financing Statement	20090104241E	Specific Equipment	
Pioneer Health Services of Patrick County, Inc.	Olympus America Inc.	MS	SOS	20090104241E	5/20/2014	6/4/2019	UCC-3 Financing Statement Amendment	20090104241E		Continuation
Pioneer Health Services of Patrick County Inc	Amerisourcebergen Drug Corporation	MS	SOS	20090115414J	6/18/2009	6/18/2014	UCC-1 Financing Statement	20090115414J	All of Debtor's Personal Property	

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Patrick County Inc	Amerisourcebergen Drug Corporation	MS	SOS	20141321387B	4/25/2014	6/18/2019	UCC-3 Financing Statement Amendment	20090115414J		Continuation
Pioneer Health Services of Patrick County Inc	US Bancorp	MS	SOS	20100129255A	7/7/2010	7/7/2015	UCC-1 Financing Statement	20100129255A	Specific Equipment	
Pioneer Health Services of Patrick County, Inc.	Regions Equipment Finance Corporation	MS	SOS	20120686666A	4/26/2012	4/26/2017	UCC-1 Financing Statement	20120686666A	Assets and Rights of Debtor per Schedules to Master Agreement, dated 04/25/2012	
Pioneer Health Services of Patrick County, Inc.	Regions Equipment Finance Corporation	MS	SOS	20161895538B	2/18/2016		UCC-3 Financing Statement Amendment	20120686666A		Added Collateral
Pioneer Health Services of Patrick County, Inc.	Capital One, National Association	MS	SOS	20120786154A	8/8/2012	8/8/2017	UCC-1 Financing Statement	20120786154A	All Assets	
Pioneer Health Services of Patrick County, Inc.	VCC 08-05, LLC	MS	SOS	20131014499A	5/6/2013	5/6/2018	UCC-1 Financing Statement	20131014499A	No collateral stated	
Pioneer Health Services of Patrick County Inc	Siemens Financial Services, Inc.	MS	SOS	20131068856A	7/5/2013	7/5/2018	UCC-1 Financing Statement	20131068856A	All property under Equipment Leasing Agreement #25795-35377	
Pioneer Health Services of Patrick County, Inc.	Stryker Sales Corporation	MS	SOS	20141274120A	2/27/2014	2/27/2019	UCC-1 Financing Statement	20141274120A	Specific Equipment	

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Patrick County, Inc.	Stryker Sales Corporation	MS	SOS	20161953751B	4/28/2016		UCC-1 Financing Statement	20141274120A		Changed name and address of Secured Party to: U.S. Bank Equipment Finance, a division of U.S. Bank National Association, 1310 Madrid Street, Marshall, MN 56258
Pioneer Health Services of Patrick County, Inc.	Capital One, National Association	MS	SOS	20151590039A	2/27/2015	2/27/2020	UCC-1 Financing Statement	20151590039A	All Assets	
Pioneer Health Services of Simpson County, LLC	Regions Equipment Finance Corporation	MS	SOS	20110488721A	9/1/2011	9/1/2016	UCC-1 Financing Statement	20110488721A	All rights, title and interest of Debtor for certain aircraft and engine and Specific Equipment	
Pioneer Health Services of Simpson County, LLC	Regions Equipment Finance Corporation	MS	SOS	20161992996B	6/13/2016		UCC-3 Financing Statement Amendment	20110488721A		Continuation (Note: not included in searches, obtained infor online with MS SOS)
Pioneer Health Services of Simpson County, LLC	Regions Equipment Finance Corporation	MS	SOS	20110492397A	9/7/2011	9/7/2016	UCC-1 Financing Statement	20110492397A	All rights, title and interest of Debtor for certain aircraft and engine and Specific Equipment	
Pioneer Health Services of Simpson County, LLC	Regions Equipment Finance Corporation	MS	SOS	20110506083B	9/23/2011		UCC-3 Financing Statement Amendment	20110492397A	All rights, title and interest of Debtor for certain aircraft and engine and Specific Equipment	Restated Collateral

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Simpson County, LLC	Regions Equipment Finance Corporation	MS	SOS	20162019597B	7/19/2016		UCC-3 Financing Statement Amendment	20110492397A		Continuation (Note: not included in searches, obtained infor online with MS SOS)
Pioneer Health Services of Stokes County, Inc.	Regions Equipment Finance Corporation	NC	SOS	20120039199H	4/26/2012	4/26/2017	UCC-1 Financing Statement	20120039199H	Assets and rights of Debtor; Specific Equipment per Master Agreement dated 04/25/2012	
Pioneer Health Services of Stokes County, Inc.	Regions Equipment Finance Corporation	NC	SOS	20160015951A	2/18/2016		UCC-3 Financing Statement Amendment	20120039199H	Specific Equipment	Added Collateral
Pioneer Health Services of Stokes County, Inc.	Capital One, National Association	NC	SOS	20120074493C	8/8/2012	8/8/2017	UCC-1 Financing Statement	20120074493C	All Assets	
Pioneer Health Services of Stokes County, Inc.	VFI-SPV VIII, Corp.	NC	SOS	20120075564C	8/10/2012	8/10/2017	UCC-1 Financing Statement	20120075564C	All equipment, software and person property pursuant to Schedule No. 1 to Master Lease Agreement	Precautionary and Informational Purposes only
Pioneer Health Services of Stokes County, Inc.	VFI-SPV VIII, Corp.	NC	SOS	20130094997F	10/3/2013		UCC-3 Financing Statement Amendment	20120075564C		Full Assignment to VFI-SPV IX, Corp., 6340 South 3000 East, Suite 400, Salt Lake City, UT 84121
Pioneer Health Services of Stokes County, Inc.	VFI-SPV VIII, Corp.	NC	SOS	20140000597K	1/3/2014		UCC-3 Financing Statement Amendment	20120075564C		Full Assignment to VFI KR SPE I LLC, 6340 South 3000 East, Suite 400, Salt Lake City, UT 84121

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Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Oneida, LLC Pioneer Health Services of Oneida, LLC	Prime Alliance Bank Med One Capital Funding, LLC	NC	SOS	20130063570J	7/1/2013	7/1/2018	UCC-1 Financing Statement	20130063570J	1 ASP PACS	
Pioneer Health Services, Inc. Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Oneida, LLC Pioneer Health Services of Oneida, LLC	Prime Alliance Bank Med One Capital Funding, LLC	NC	SOS	20130102614A	10/28/2013		UCC-3 Financing Statement Amendment	20130063570J	Specific Equipment	Added Collateral
Pioneer Health Services of Stokes County, Inc.	Siemens Financial Services, Inc.	NC	SOS	20130066186E	7/9/2013	7/9/2018	UCC-1 Financing Statement	20130066186E	All property covered under Equipment Leasing Agreement #25794-35376	

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services of Stokes County, Inc. Pioneer Health Services of Early County, LLC Pioneer Health Services of Monroe County, Inc. Pioneer Health Services of Newton County, LLC Pioneer Health Services of Choctaw County, LLC Pioneer Health Services of Patrick County Inc Pioneer Health Services of Oneida, LLC	Optum Bank, Inc. Med One Capital Funding, LLC	NC	SOS	20130082916C	8/27/2013	8/27/2018	UCC-1 Financing Statement	20130082916C	Specific Equipment	
Pioneer Health Services of Stokes County, Inc.	Stryker Sales Corporation	NC	SOS	20140018506J	2/28/2014	2/28/2019	UCC-1 Financing Statement	20140018506J	Specific Equipment	
Pioneer Health Services of Stokes County, Inc.	Stryker Sales Corporation	NC	SOS	20140022290C	3/12/2014		UCC-3 Financing Statement Amendment	20140018506J	Specific Equipment	Add Collateral
Pioneer Health Services of Stokes County, Inc.	Stryker Sales Corporation	NC	SOS	20160042735A	4/28/2016		UCC-3 Financing Statement Amendment	20140018506J	Specific Equipment	Changed Secured Party to U.S. Bank Equipment Finance, a division of U.S. Bank National Association, 1310 Madrid Street, Marshall, MN 56258
Pioneer Health Services of Stokes County, Inc.	Capital One, National Association	NC	SOS	20150017954F	2/27/2015	2/27/2020	UCC-1 Financing Statement	20150017954F	All Assets	
Pioneer Health Services , Inc.	Winthrop Resources Corporation	MS	SOS	20060057761F	3/17/2006	3/17/2011	UCC-1 Financing Statement	20060057761F	Specific Equipment per Lease Agreement #PI101404 Lease Schedule #001R	

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services , Inc.	Winthrop Resources Corporation	MS	SOS	20110295752B	1/14/2011	3/17/2016	UCC-3 Financing Statement Amendment	20060057761F		Continuation **LAPSED**
Pioneer Health Services , Inc.	Trustmark National Bank	MS	SOS	20100097071J	5/13/2010	5/13/2015	UCC-1 Financing Statement	20100097071J	All equipment, furniture, fixtures and general intangibles	
Pioneer Health Services , Inc.	Trustmark National Bank	MS	SOS	20151591704B	3/4/2015	5/13/2020	UCC-3 Financing Statement Amendment	20100097071J		Continuation
Pioneer Health Services , Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20110493286A	8/31/2011	8/31/2016	UCC-1 Financing Statement	20110493286A	Specific Equipment	
Pioneer Health Services , Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20162023374B	7/25/2016	8/31/2021	UCC-3 Financing Statement Amendment	20110493286A		Continuation [Note: not included in searches, obtained info online with MS SOS]
Pioneer Health Services , Inc.	Regions Equipment Finance Corporation	MS	SOS	20110493172A	9/8/2011	9/8/2015	UCC-1 Financing Statement	20110493172A	Assets and rights of Debtor	
Pioneer Health Services , Inc.	Regions Equipment Finance Corporation	MS	SOS	20120703507B	5/1/2012		UCC-3 Financing Statement Amendment	20110493172A	Assets and rights of Debtor per Master Agreement dated 8/25/2011	Restated Collateral
Pioneer Health Services , Inc.	Regions Equipment Finance Corporation	MS	SOS	20161883733B	2/2/2016		UCC-3 Financing Statement Amendment	20110493172A	Specific Equipment	Added Collateral
Pioneer Health Services , Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20120620657A	1/31/2012	1/31/2017	UCC-1 Financing Statement	20120620657A	Specific Equipment	
Pioneer Health Services , Inc.	Regions Bank	MS	SOS	20120665536A	4/3/2012	4/3/2017	UCC-1 Financing Statement	20120665536A	All equipment and fixtures	

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services , Inc.	Regions Bank	MS	SOS	20162003113B	6/24/2016		UCC-3 Financing Statement Amendment	20120665536A		Secured Party Assignment to Commercial Loan Investment IV LLC, 3144 Winton Rd S., Rochester, NY 14623-2932 [Note: not included in searches, obtained info online with MS SOS]
Pioneer Health Services , Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20120696623A	4/25/2012	4/25/2017	UCC-1 Financing Statement	20120696623A	Specific Equipment	
Pioneer Health Services , Inc.	Republic Bank Med One Capital Funding, LLC	MS	SOS	20151713057B	7/20/2015		UCC-3 Financing Statement Amendment	20120696623A		Republic Bank assigned to First Guaranty Bank, 400 East Thomas Street, Hammond, LA 70403
Pioneer Health Services , Inc.	Prime Alliance Bank Med One Capital Funding, LLC	MS	SOS	20120773381A	7/27/2012	4/25/2017	UCC-1 Financing Statement	20120773381A	Specific Equipment	
Pioneer Health Services , Inc.	Prime Alliance Bank Med One Capital Funding, LLC	MS	SOS	20120780370B	8/6/2012		UCC-3 Financing Statement Amendment	20120773381A		Added Collateral (however, UCC does not have what was added, may be missing a page)

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services , Inc.	Capital One, National Association	MS	SOS	20120786176A	8/8/2012	8/8/2017	UCC-1 Financing Statement	20120786176A	All rights, title and interest of Debtor in capital stock, membership interests or other ownership or profit interests in Pioneer Health Services of Choctaw County, LLC, Pioneer Health Services of Early County, LLC, Pioneer Health Services of Patrick County, Inc., Pioneer Health Services of Newton County and Pioneer Health Services of Stokes County, Inc.	
Pioneer Health Services , Inc.	Prime Alliance Bank Med One Capital Funding, LLC	MS	SOS	20120787547A	8/13/2012	8/13/2017	UCC-1 Financing Statement	20120787547A	Specific Equipment	
Pioneer Health Services , Inc.	Prime Alliance Bank Med One Capital Funding, LLC	MS	SOS	20120856355B	11/2/2012		UCC-3 Financing Statement Amendment	20120787547A	Specific Equipment	Added Collateral
Independent Healthcare Management, Inc. Lackey Memorial Hospital	B. Braun Medical Inc.	MS	SOS	20100228190A	10/25/2010	10/25/2015	UCC-1 Financing Statement	20100228190A	All medical equipment and accessories leased from Secured Party to the Debtor	
Independent Healthcare Management, Inc. Lackey Memorial Hospital	B. Braun Medical Inc.	MS	SOS	20120803334B	8/27/2012		UCC-3 Financing Statement Amendment	20100228190A		Changed Debtor (Independent Healthcare Management, Inc.) to Pioneer Health Services, Inc., 310 N. Broad Street, Forest, MS 39074

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Lackey Memorial Hospital	B. Braun Medical Inc.	MS	SOS	20151782026B	10/5/20112	10/25/2020	UCC-3 Financing Statement Amendment	20100228190A		Continuation [Note: Not included in search results, obtained info online with MS SOS]
Pioneer Health Services, Inc.	First Financial Corporate Leasing, LLC	MS	SOS	20120858073A	11/6/2012	11/6/2017	UCC-1 Financing Statement	20120858073A	Specific Equipment per Master Lease Agreement No. 10208, dated 10/19/2012	
Pioneer Health Services, Inc.	First Financial Corporate Leasing, LLC	MS	SOS	20120858082B	11/6/2012		UCC-3 Financing Statement Amendment	20120858073A	Specific Equipment per Master Lease Agreement No. 10208, dated 10/19/2012	Restated collateral
Pioneer Health Services, Inc.	First Financial Corporate Leasing, LLC	MS	SOS	20131226360B	12/24/2013		UCC-3 Financing Statement Amendment	20120858073A		Assigned Secured Party to Northland Capital Financial Services, LLC, 333 33rd Ave, St., Cloud, MN 56301 [Note: may be missing a page because UCC-3 does not include Northland info]
Pioneer Health Services, Inc. Pioneer Community Hospital of Early	First Financial Corporate Leasing, LLC	MS	SOS	20120858077A	11/6/2012	11/6/2017	UCC-1 Financing Statement	20120858077A	Specific Equipment per Master Lease Agreement No. 10208-002, dated 10/19/2012	

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services, Inc. Pioneer Community Hospital of Early	First Financial Corporate Leasing, LLC	MS	SOS	20131226449B	12/24/2013		UCC-3 Financing Statement Amendment	20120858077A		Assigned Secured Party to Northland Capital Financial Services, LLC, 333 33rd Ave, St., Cloud, MN 56301 [Note: may be missing a page because UCC-3 does not include Northland info]
Pioneer Health Services, Inc. Pioneer Community Hospital of Aberdeen	First Financial Corporate Leasing, LLC	MS	SOS	20120858081A	11/6/2012	11/6/2017	UCC-1 Financing Statement	20120858081A	Specific Equipment per Master Lease Agreement No. 10208-003, dated 10/19/2012	
Pioneer Health Services , Inc.	Three Rivers Local Development Co., Inc. U.S. Small Business Administration	MS	SOS	20131215451A	12/13/2013	12/13/2018	UCC-1 Financing Statement	20131215451A	Any and all equipment and fixtures	
Pioneer Health Services , Inc.	Leasing Innovations, Inc.	MS	SOS	20141236819A	1/7/2014	1/7/2019	UCC-1 Financing Statement	20141236819A	Specific Equipment per Lease Agreement No. HGF120113	
Pioneer Health Services , Inc.	Leasing Innovations, Inc.	MS	SOS	20141326293B	5/2/2014		UCC-3 Financing Statement Amendment	20141236819A	Specific Equipment per Lease Agreement No. HGF120113	Added Collateral
Pioneer Health Services , Inc.	Leasing Innovations, Inc.	MS	SOS	20141440550B	8/27/2014		UCC-3 Financing Statement Amendment	20141236819A		Assigned to TFG Retirement Plan Trust, 8037 North Park Street, Dunn Loring, VA 22027

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services , Inc.	TFG Retirement Plan Trust	MS	SOS	201414590178	9/22/2014		UCC-3 Financing Statement Amendment	20141236819A	Assigned 22.9477% beneficial interest to Palm Beach Community Bank on Lease Agreement HGF120113	Collateral Change
Pioneer Health Services , Inc.	TFG Retirement Plan Trust	MS	SOS	201414590198	9/22/2014		UCC-3 Financing Statement Amendment	20141236819A	Assigned 17.8408% beneficial interest to Anadarko Bank & Trust Company on Lease Agreement HGF120113	Collateral Change
Pioneer Health Services , Inc.	TFG Retirement Plan Trust	MS	SOS	201414590218	9/22/2014		UCC-3 Financing Statement Amendment	20141236819A	Assigned 17.8408% beneficial interest to Plate Valley Bank on Agreement HGF120113	Collateral Change
Pioneer Health Services , Inc.	TFG Retirement Plan Trust	MS	SOS	201414590228	9/22/2014		UCC-3 Financing Statement Amendment	20141236819A	Assigned 0.7907% beneficial interest to Linda Meer on Lease Agreement HGF120113	Collateral Change
Pioneer Health Services , Inc.	TFG Retirement Plan Trust	MS	SOS	201414590268	9/22/2014		UCC-3 Financing Statement Amendment	20141236819A	Assigned 19.6405% beneficial interest to Extraco Banks, N.A. on Lease Agreement HGF120113	Collateral Change
Pioneer Health Services , Inc.	Leasing Innovations, Inc.	MS	SOS	201414453024	9/10/2014	9/10/2019	UCC-1 Financing Statement	201414453024	Specific Equipment per Lease Agreement No. HGF070214-2	

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services , Inc.	Leasing Innovations, Inc.	MS	SOS	20141479478B	10/20/2014		UCC-3 Financing Statement Amendment	20141445302A	Assigned 19.81 beneficial interst to Frewing Family Trust, Dated August 12, 1998 on Lease Agreement No. HGF070214-2	Assignment to Frewing Family Trust, Dated August 12, 1998, 109 Stone Canyon Road, Boulder, NV 89005; Also, Collateral Change (not sure this was accomplished properly)
Pioneer Health Services , Inc.	Leasing Innovations, Inc.	MS	SOS	20151569042B	1/30/2015		UCC-3 Financing Statement Amendment	20141445302A	Assigned 19.81 beneficial interst to Frewing Family Trust, Dated August 12, 1998 on Lease Agreement No. HGF070214-2	Added Collateral
Pioneer Health Services , Inc.	CIT Finance LLC	MS	SOS	20141491811A	11/6/2014	11/6/2019	UCC-1 Financing Statement	20141491811A	Equipment Schedule No. 10208-005, assigned by First Financial Corporate Leasing, LLC to CIT Finance LLC under Sale of Receivables Agreement, dated 10/19/2014	
Pioneer Health Services , Inc.	CIT Finance LLC	MS	SOS	20141498865A	11/13/2014	11/13/2019	UCC-1 Financing Statement	20141498865A	Equipment Schedule No. 10208-006, assigned by First Financial Corporate Leasing, LLC to CIT Finance LLC under Sale of Receivables Agreement, dated 10/24/2014	

Pioneer Health Services
UCC Summary

Debtor	Secured Party	State	Juris-diction	File No.	File Date	Expiration Date	Type of Filing	Original Financing No.	Collateral	Comments
Pioneer Health Services , Inc.	Axis Capital, Inc.	MS	SOS	20151563991A	1/22/2015	1/22/2020	UCC-1 Financing Statement	20151563991A	All equipment, general intangibles	Assigned by Corporation Service Company, as Representative
Pioneer Health Services , Inc.	U.S. Bank Equipment Finance	MS	SOS	20151703879A	7/10/2015	7/10/2020	UCC-1 Financing Statement	20151703879A	Specific Equipment	
Pioneer Health Services , Inc.	Leasing Innovations, Incorporated	MS	SOS	20151727365A	8/3/2015	8/3/2020	UCC-1 Financing Statement	20151727365A	Equipment per Lease Agreement No. HGF070214-2	Record Owner: Foundation Retail West Point, LLC, 880 Montclair Road, Birmingham, AL 32513 (To be recorded in real estate records)
Pioneer Health Services , Inc.	Leasing Innovations, Incorporated	MS	SOS	20151727352A	1/22/2015	1/22/2020	UCC-1 Financing Statement	20151727352A	Equipment per Lease Agreement No. HGF070214-2	Record Owner: Tishomingo County Farm Burea, 1112 Maria Lane, Iuka, MS 38852 (To be recorded in real estate records)
Pioneer Health Services , Inc.	Leasing Innovations, Incorporated	MS	SOS	20151742026A	8/14/2015	8/14/2020	UCC-1 Financing Statement	20151742026A	Equipment per Lease Agreement No. HGF070214-2	Record Owner: Sojourner Real Estate, LLC, 5 Spring Hollow Drive, Crystal Springs, MS 39059 (To be recorded in real estate records)
Pioneer Health Services , Inc.	RLC Funding a division of Navitas Lease Corp., ISAOA	MS	SOS	20151778792A	9/30/2015	9/30/2020	UCC-1 Financing Statement	20151778792A	Specific Equipment	

SCHEDULE 5.4(c)

Insurance Policies

INSURANCE

United Healthcare Insurance Company, dated July 1, 2017
Assurant (now Sun Life Financial), dated August 1, 2017
Securian Retirement
Sun Life Financial, dated August 1, 2017
Guarantee Insurance Co.

Type	Carrier/Agent	Coverage $	Date of Expiration
Workers Comp	Guarantee Insurance Co.	$500,000.00	5/24/2018
General Liability	Zurich/Steadfast Ins. Co.	$1M/$3M	1/1/2018
Prof. Liability	Zurich/Steadfast Ins. Co.	$1M/$3M	1/1/2018
Property (Fire, Theft)	Tri State		2/28/2018
Vehicle			2/28/2018
Director & Officer	Wesco Insurance Co.	$1M	10/23/2017

SCHEDULE 5.5(a)

Seller's Financial Statements

See attached.

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

MAGEE, MISSISSIPPI

CONSOLIDATED FINANCIAL REPORT

DECEMBER 31, 2014

HRK

HARPER, RAINS, KNIGHT & COMPANY

Certified Public Accountants
A Professional Association

PIONEER HEALTH SERVICES, INC.
AND SUBSIDIARIES

MAGEE, MISSISSIPPI

CONSOLIDATED FINANCIAL REPORT

DECEMBER 31, 2014

HARPER, RAINS, KNIGHT & COMPANY, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
RIDGELAND, MISSISSIPPI

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HARPER, RAINS, KNIGHT
& COMPANY
Certified Public Accountants
A Professional Association

The Board of Directors
Pioneer Health Services, Inc.
and Subsidiaries
Magee, Mississippi

Independent Auditors' Report

Report on the Financial Statements

We have audited the accompanying consolidated balance sheets of Pioneer Health Services, Inc. and Subsidiaries (the "Corporation") as of December 31, 2014 and 2013 and the related consolidated statements of operations, stockholder's equity and cash flows for the years then ended and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate to the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the

Auditors' Responsibility - continued

entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Corporation as of December 31, 2014 and 2013 and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Harper, Rains, Knight & Company, P.A.

April 29, 2015

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
December 31, 2014 and 2013

ASSETS

	2014	2013
Current assets		
Cash and cash equivalents	$ 6,995,971	$ 5,115,333
Short-term certificates of deposit	678,772	1,117,770
Trade accounts receivable, net	21,267,693	16,204,520
Accounts receivable - affiliates	7,819,649	8,175,701
Advance receivable - stockholder	177,648	167,648
Prepaid expenses	798,501	673,407
Current portion of notes receivable - affiliates	384,958	741,816
Other	2,561,568	640,389
Total current assets	40,684,760	32,836,584
Long-term assets		
Property and equipment, net	50,094,000	36,717,366
Notes receivable - affiliates, net of current portion	324,226	1,566,979
Other	88,757	859,256
Goodwill	251,752	123,557
Total long-term assets	50,758,735	39,267,158
Total assets	$ 91,443,495	$ 72,103,742

The Notes to Consolidated Financial Statements are an integral part of these statements.

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS - Continued
December 31, 2014 and 2013

LIABILITIES AND STOCKHOLDER'S EQUITY

	2014	2013
Current liabilities		
Checks written in excess of deposits	$ 8,142,551	$ 3,879,648
Trade accounts payable	6,445,859	5,716,225
Accrued expenses and other current liabilities	13,800,980	7,885,624
Accounts payable - affiliates	7,191,241	4,486,682
Deferred revenue	116,667	116,667
Lines of credit	6,896,666	4,075,953
Current portion of notes payable	7,884,650	5,364,938
Current portion of capital lease obligations	1,680,559	316,043
Estimated third-party payor settlements	74,380	-
Total current liabilities	52,233,553	31,841,780
Long-term liabilities		
Notes payable, net of current portion	30,825,110	29,863,656
Capital lease obligations, net of current portion	4,457,570	1,007,883
Total long-term liabilities	35,282,680	30,871,539
Total liabilities	87,516,233	62,713,319
Stockholder's equity		
Common stock, $1 par value; 1,000 shares authorized, issued and outstanding	1,000	1,000
Additional paid in capital	2,086,170	-
Retained earnings	1,840,092	9,389,423
Total stockholder's equity	3,927,262	9,390,423
Total liabilities and stockholder's equity	$ 91,443,495	$ 72,103,742

The Notes to Consolidated Financial Statements are an integral part of these statements.

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
Years Ended December 31, 2014 and 2013

	2014	2013
Revenues		
Patient services revenue, net	$ 136,306,370	$ 87,645,206
Provision for bad debts	(20,629,766)	(14,789,760)
Total net patient services revenue	115,676,604	72,855,446
Management and consulting fees	8,110,764	12,954,077
Other operating income	4,155,231	3,452,432
Total revenues	127,942,599	89,261,955
Expenses		
Salaries and benefits	79,762,710	52,920,223
Contract labor and professional fees	19,926,316	13,409,022
Supplies and other expenses	11,509,464	8,184,069
Insurance	2,391,425	1,580,655
Rent	5,744,887	3,910,909
Utilities and maintenance	5,443,382	3,991,411
Tax and licenses	2,459,923	2,087,766
Depreciation and amortization	3,647,034	1,758,053
Travel and entertainment	1,389,923	1,593,471
Other operating expenses	1,130,295	913,070
Total expenses	133,405,359	90,348,649
Operating loss	(5,462,760)	(1,086,694)
Other income (expenses) and gains (losses)		
Miscellaneous income	3,344,580	2,175,143
Interest income	60,697	140,012
Interest expense	(3,091,627)	(1,486,048)
Loss on disposal of assets	(1,249,556)	-
Other expenses	(709,207)	(295,144)
Total other income (expenses)	(1,645,113)	533,963
Net loss	$ (7,107,873)	$ (552,731)

The Notes to Consolidated Financial Statements are an integral part of these statements.

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
Years Ended December 31, 2014 and 2013

	Number of Shares	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Stockholder's Equity
Balance, January 1, 2013	1,000	$ 1,000	$ -	$ 10,044,154	$10,045,154
Net loss	-	-	-	(552,731)	(552,731)
Distributions to stockholder	-	-	-	(102,000)	(102,000)
Balance, December 31, 2013	1,000	1,000	-	9,389,423	9,390,423
Net loss	-	-	-	(7,107,873)	(7,107,873)
Additional paid-in capital	-	-	2,086,170	-	2,086,170
Distributions to stockholder	-	-	-	(441,458)	(441,458)
Balance, December 31, 2014	1,000	$ 1,000	$ 2,086,170	$ 1,840,092	$ 3,927,262

The Notes to Consolidated Financial Statements are an integral part of these statements.

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2014 and 2013

	2014	2013
Cash flows from operating activities:		
Net loss	$ (7,107,873)	$ (552,731)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	3,647,034	1,758,053
Loss on disposal of assets	1,249,556	-
Other	56,232	11,226
Increase (decrease) in:		
Trade accounts receivable, net	(2,399,316)	(2,202,288)
Accounts receivable - affiliates	1,801,012	(4,389,359)
Prepaid expenses	37,974	49,984
Other	(581,129)	(706,861)
Checks written in excess of deposits	3,951,316	2,560,917
Trade accounts payable	(882,700)	667,880
Accrued expenses and other current liabilities	4,022,058	3,334,516
Accounts payable - affiliates	592,914	2,946,492
Deferred revenue	-	(58,333)
Estimated third-party payor settlements	-	(326,907)
Net cash provided by operating activities	4,387,078	3,092,589
Cash flows from investing activities:		
Payments received on notes receivable - affiliates	-	229,698
Proceeds from maturity of certificates of deposit	1,117,770	1,011,616
Purchases of certificates of deposit	(678,772)	(1,117,770)
Proceeds from sale of property and equipment	39,130	
Purchases of property and equipment	(5,247,614)	(3,370,552)
Net cash used in investing activities	(4,769,486)	(3,247,008)

The Notes to Consolidated Financial Statements are an integral part of these statements.

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS - Continued
Years Ended December 31, 2014 and 2013

	2014	2013
Cash flows from financing activities:		
Net change in lines of credit	$ 2,311,856	$ 642,816
Proceeds from issuance of notes payable	6,762,378	8,427,685
Payments on notes payable	(7,305,513)	(5,652,481)
Payments on capital lease obligations	(1,198,277)	(266,332)
Cash received with additional paid-in-capital contribution	2,134,060	-
Distributions to stockholder	(441,458)	(102,000)
Net cash provided by financing activities	2,263,046	3,049,688
Net increase in cash and cash equivalents	1,880,638	2,895,269
Cash and cash equivalents, beginning of year	5,115,333	2,220,064
Cash and cash equivalents, end of year	$ 6,995,971	$ 5,115,333
Non cash investing and financing activities:		
Acquisition of property and equipment through financing and lease arrangements	$ 6,595,786	$ 3,947,322
Conversion of accounts payable to capital lease obligations	316,960	-
Assets obtained and liabilites assumed with additional paid-in-capital contribution		
Trade accounts receivable, net	2,663,857	-
Accounts receivable - affiliates	1,444,960	-
Advance receivable - stockholder	10,000	-
Prepaid expenses	163,068	-
Other assets	745,667	-
Property and equipment	6,468,954	-
Other long-term assets	8,311	-
Checks written in excess of deposits	(311,587)	-
Trade accounts payable	(1,612,334)	-
Accrued expenses and other current liabilities	(1,893,298)	-
Accounts payable - affiliates	(2,428,605)	-
Estimated third-party payor settlements	(74,380)	-
Line of credit	(508,857)	-
Notes payable	(4,618,378)	-
Capital lease obligations	(105,268)	-
Paid-in capital	47,890	-
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	2,961,552	1,509,175

The Notes to Consolidated Financial Statements are an integral part of these statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The principal accounting policies which have been followed by Pioneer Health Services, Inc. and Subsidiaries (hereafter referred to as the "Corporation") in preparing the accompanying consolidated financial statements are set forth below.

Organization and Operations

The Corporation is located in Magee, Mississippi. The Corporation (through its wholly-owned hospitals and physical therapy company), primarily provides (based on revenue), inpatient, outpatient, emergency care and rehabilitation services for residents of Monroe County, Mississippi, Patrick County, Virginia; Newton County, Mississippi; Early County, Georgia; Stokes County, North Carolina; Choctaw County, Mississippi; Scott County, Tennessee, and surrounding areas. The hospitals, which began operations in July 2001, March 2009, January 2010, October 2010, August 2011, October 2011 and December 2013, respectively, operate as critical access hospitals. The physical therapy company, which was founded in 1980, provides rehabilitation services to include physical therapy, occupational therapy, speech therapy, industrial physical therapy, athletic trainer services, sports performance and aquatic therapy services from locations throughout Mississippi, Virginia, Georgia, Alabama, and North Carolina. Admitting physicians for the hospitals are primarily practitioners in the local area. Additionally, the Corporation offers administration and consulting, billing and collection and/or outpatient/geriatric psychiatry services through service contracts for hospitals and other healthcare organizations located in Mississippi, Arkansas, Georgia, Florida, Tennessee, Hawaii and Missouri, which include organizations that are related through common control/ownership. Management and consulting fees earned through contracts with related entities approximated 59 percent and 64 percent of total management and consulting fee revenue for 2014 and 2013, respectively. The Corporation also wholly owns a subsidiary which maintains two aircraft for the use of corporate personnel.

During 2014, the Corporation elected to discontinue operations of its wholly-owned hospital located in Choctaw County, Mississippi, effective August 2014. The Corporation recognized a loss of $1,249,556 on the disposal of assets related to the discontinuance of operations.

During May 2014, the Corporation founded Pioneer Health Alliance, an Accountable Care Organization. The Alliance, which includes all Pioneer hospitals, clinics, physical therapy and behavioral health clinics and a handful of unaffiliated practices, suppliers and providers, was created to secure communities and health care delivery system in rural populations. The operations of the Alliance are planned to be fully implemented in 2015.

The Corporation has incurred losses from operations for the years ending December 31, 2014 and 2013. Additionally, the Corporation's current liabilities exceed its current assets as of December 31, 2014. As a result, management is increasing physician participation and marketing to generate additional patient admissions; has established an Accountable

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Organization and Operations - continued

Care Organization with operations to be fully implemented during 2015; is currently working on implementation of 340(b) drug pricing programs (which will allow its wholly-owned hospitals to obtain outpatient drugs at significantly reduced prices); has ramped up full operations at one facility during 2015 and has discontinued operations at another facility (for which a non-recurring loss on disposal of assets of $1.25 million was recognized during the current year). Additionally, the Corporation continues to evaluate its services based on profitability in each area.

Consolidation Policy

The consolidated financial statements include the accounts of the Corporation and its subsidiaries, all of which are wholly owned. All material inter-company accounts and transactions have been eliminated in consolidation.

Business Combination

On January 1, 2014, the Corporation acquired, through a capital contribution from its sole shareholder, Pioneer Health Services of Monroe County, Inc. and Medicomp, Inc. These entities were previously related parties (through common control) but now are wholly owned and will be consolidated with the Company's financial statements as of and for the year ended December 31, 2014. The assets and liabilities of the entities were acquired at the fair market value as of the date of acquisition and are included in additional paid-in-capital.

Basis of Presentation and Revenue Recognition

The consolidated financial statements have been prepared on the accrual basis of accounting where revenues are recognized when earned and expenses are recognized when incurred. This basis of accounting conforms to accounting principles generally accepted in the United States of America. The Corporation recognizes patient service and management revenue as the services are performed.

Cash and Cash Equivalents

All cash accounts and all highly liquid debt instruments purchased with an original maturity of three months or less are considered to be cash equivalents.

Trade Accounts Receivable and Accounts Receivable - Affiliates

Trade accounts receivable include patient accounts receivable and management fees receivable. Accounts receivable - affiliates include management fees receivable for healthcare organizations related though common control.

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Trade Accounts Receivable and Accounts Receivable - Affiliates - continued

Patient accounts receivable are carried at the unpaid amount of patient service revenue charged to patients, net of allowances for contractual adjustments related to agreements with third-party payors and allowances for doubtful accounts. In evaluating the collectability of accounts receivable, the hospitals analyze past results and identify trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. For receivables relating to services provided to patients having third-party coverage and self-pay patients, an allowance for doubtful accounts and a corresponding provision for bad debts are established based on an aging of receivables and historical collection percentages; additionally for receivables relating to self-pay patients, the Hospitals consider experience indicating the inability or unwillingness of patients to pay amounts for which they are financially responsible. Actual write-offs are charged against the allowance for doubtful accounts.

During 2014, the Corporation's (through its wholly-owned hospitals) allowance for doubtful accounts for self-pay uninsured patient accounts changed from 76 percent in 2013 to 75 percent in 2014 of its total self-pay uninsured patient accounts receivable balance. The corresponding percentages for the Hospital's allowance for doubtful accounts pertaining to its accounts receivable from government payors, managed care health plans and other commercial payors was approximately 2.69 percent and 2.75 percent at December 31, 2014 and 2013, respectively. The Hospital's write-offs of patient accounts receivable related to self-pay patients were $12,827,671 and $10,163,813 during the years ended December 31, 2014 and 2013, respectively. Amounts written off for third-party payors were $4,854,883 and $2,974,929 during the years ended December 31, 2014 and 2013, respectively. The increase in patient accounts receivable write-offs resulted from trends experienced in the collection of amounts from self-pay patients and third-party payors. Bad debt recoveries and reinstatements during the years ended December 31, 2014 and 2013 were $431,535 and $348,414, respectively.

Management fees receivable are carried at the unpaid portion of the management revenue charged to management service clients. Management determines an allowance for doubtful accounts by using historical experience applied to an aging of accounts and considering specific old outstanding balances. At December 31, 2014 and 2013, management has determined no allowance is necessary.

Receivables are written-off when deemed uncollectible. Recoveries of receivables previously written-off are recorded when received.

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Notes Receivable - Affiliates

Notes receivable - affiliates represent installment notes due from a hospital and medical supply company located in Mississippi related through common control/ownership. The notes accrue interest on the effective interest method between 5 and 6 percent and are payable in monthly installments through 2030. Management determines an allowance for doubtful accounts by using historical experience applied to an aging of accounts and considering specific old outstanding balances.

At December 31, 2014 and 2013, management has determined no allowance is necessary. Additionally, there was no activity in the allowance account during the years ended December 31, 2014 and 2013. Notes receivable are charged-off, wholly or partially, as appropriate, at the time they are determined to be uncollectible. Management evaluates the credit risk primarily based on delinquency status of contractual payments. At December 31, 2014 and 2013, all notes receivable were current on required contractual payments.

Net Patient Service Revenue

The Corporation (through its wholly-owned hospitals and physical therapy company) recognizes patient service revenue relating to services rendered to patients having third-party payor coverage based on contractual rates for such services pursuant to agreements with third-party payors that provide for payments to the Hospitals at amounts different from their established rates. A summary of the payment arrangements with major third-party payors follows:

Hospitals

Medicare - Inpatient/outpatient services and defined capital and medical education costs related to Medicare beneficiaries are paid based on a cost reimbursement methodology. The Corporation is reimbursed for cost reimbursable items at a tentative rate with final settlement determined after submission of annual cost reports by the Corporation and audits thereof by the Medicare fiscal intermediary.

Medicaid - Inpatient/outpatient and nursing home services rendered to Medicaid program beneficiaries are reimbursed under a cost reimbursement methodology. The Corporation is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Corporation and audits thereof by the Medicaid fiscal intermediary.

Commercial insurance - All acute care services rendered to commercial insurance subscribers are reimbursed at prospectively determined rates. These rates vary according to patient classification systems based on clinical, diagnostic, and other factors.

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Net Patient Service Revenue - continued

Physical Therapy Company

Medicare and Medicaid - Patient services rendered to Medicare and Medicaid program beneficiaries are paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors.

Commercial insurance - All services rendered to commercial insurance subscribers are reimbursed at prospectively determined rates. These rates vary according to patient classification systems based on clinical, diagnostic, and other factors.

Revenue from the Medicare and Medicaid programs accounted for approximately 51 percent and 15 percent, respectively, for 2014, and 52 percent and 15 percent, respectively, for 2013, of the Corporation's net patient service revenue. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates (contractual adjustments and third party payor settlements) will change by a material amount in the near term.

For services rendered to uninsured patients (i.e., self-pay patients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay patients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Patient service revenue, (net of contractual allowances and discounts but before taking into account the provision for bad debts), for hospital operations recognized during 2014 totaled $120,426,751 of which $104,053,571 was revenue from third party payors and $16,373,180 was revenue from self-pay patients. Patient service revenue, (net of contractual allowances and discounts but before taking into account the provision for bad debts), recognized during 2013 totaled $87,645,206, of which $73,639,435 was revenue from third party payors and $14,005,771 was revenue from self-pay patients.

Certificates of Deposit

The Corporation has investments in certificates of deposit which accrue interest at an original weighted average of .46 percent and mature in 2015. The certificates of deposit have original maturities of less than one year and are carried at cost.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under capital lease obligations is amortized on the straight-line method over the shorter period of the lease term or the estimated useful life of the equipment. Such amortization is included in depreciation and amortization in the

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Property and Equipment - continued

consolidated financial statements. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets. Estimated useful lives for each class of depreciable assets are as follows:

Buildings and improvements	15 to 40 years
Leasehold improvements	5 to 15 years
Furniture, fixtures and equipment	5 to 15 years
Aircraft	15 years
Vehicles	5 years

Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates used in preparing these consolidated financial statements include those assumed in determining the allowance for doubtful accounts and contractual adjustments and third-party payor settlements related to Medicare and Medicaid programs, which are extremely complex and subject to interpretation. It is at least reasonably possible that the significant estimates used will change within the next year.

Concentration of Credit Risk

The Corporation's credit risk consists of cash account balances with local financial institutions, which at times may exceed the federally insured limit. Management considers credit risk to be minimal due to the high quality of the financial institutions.

The Corporation grants credit without collateral to its management service clients. Additionally, the Corporation grants credit without collateral to its patients, most of who are local residents and are insured under third-party payor agreements. The mix of patient service receivables from patients and third-party payors at December 31, 2014 and 2013 was as follows:

	2014	2013
Medicare	34%	23%
Medicaid	19%	8%
Commercial insurance	14%	31%
Patients	21%	25%
Other	12%	13%
	100%	100%

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Charity Care

The Corporation (through its wholly-owned hospitals) provides care to patients who meet certain criteria (such as family income, net worth, extent of financial obligations for healthcare services, etc.) under its charity care policy without charge or at amounts less than its established rates. Because the Corporation does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The Corporation maintains records to identify and monitor the level of charity care it provides. These records include the amount of charges foregone for services and supplies furnished under its charity care policy. Charges foregone, based on established rates, were approximately $951,000 and $792,000 for 2014 and 2013, respectively.

The net cost of charity care provided was approximately $555,000 and $476,000 for 2014 and 2013, respectively. The net cost of charity care is determined by multiplying the ratio of cost to gross charges to the gross uncompensated charges associated in providing care to charity patients. Additionally, see Note 9 for contracts signed by the Corporation (through its wholly-owned subsidiaries) with local authorities to provide indigent care to patients in respective areas.

Advertising

Advertising costs are charged to operations when incurred and amounted to $327,141 and $275,326 for 2014 and 2013, respectively, which is included in other operating expenses on the accompanying consolidated statements of operations.

Compensated Absences

Employees' vacation benefits are recognized in the period earned. An accrued expense is recorded for vested compensated absences not used.

Employee Benefit Plans

The Corporation maintains a defined contribution pension plan for all eligible employees. The Corporation made safe harbor contributions amounting to $1,027,322 and $609,709, for 2014 and 2013, respectively, which are included in salaries and benefits on the accompanying consolidated statements of operations.

Income Taxes

The Corporation, with the consent of its stockholder, elected to operate as an S corporation and, as a result, is exempt from corporate income taxes. The stockholders of an S Corporation are taxed on their proportionate share of the Corporation's taxable income. Therefore, at December 31, 2014 and 2013, no provision or liability for federal income taxes has been included in the consolidated financial statements.

The Corporation has not identified any uncertain tax positions related to the current year end and the Corporation has no unrecognized tax benefits at December 31, 2014

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Income Taxes - continued

and 2013 for which liabilities would either flow to the stockholder or be accrued and recorded on its books. If, in the future, the Corporation identifies any unrecognized tax benefits, then the stockholder would incur the corresponding interest and penalties or the Corporation would recognize them as a component of income tax expense. The tax years 2011 and forward remain open for U. S. and state income tax jurisdictions.

Electronic Health Record Incentive Program

The Centers for Medicare & Medicaid Services (CMS) have implemented provisions of the American Recovery and Reinvestment Act of 2009 that provide incentive payments for the meaningful use of certified electronic health record (EHR) technology. CMS has defined meaningful use as meeting certain objectives and clinical quality measures based on current and updated technology capabilities over predetermined reporting periods as established by CMS. The Medicare EHR incentive program provides annual incentive payments to eligible professionals, eligible hospitals, and critical access hospitals, as defined, that are meaningful users of certified EHR technology. The Medicaid EHR incentive program provides annual incentive payments to eligible professionals and hospitals for efforts to adopt, implement, and meaningfully use certified EHR technology.

The Hospital utilizes a grant accounting model to recognize EHR incentive revenues. The Hospitals collectively recognized $4,155,231 and $3,452,432 of EHR revenues during the years ended December 31, 2014 and 2013, respectively. EHR incentive revenues are included in other operating revenues in the accompanying consolidated statements of operations. Additionally, the remaining Hospitals will complete full implementation of the EHR technology during 2015 and anticipate meeting meaningful use to qualify for EHR incentive payments in 2015.

Subsequent Events

Subsequent events were evaluated by the Corporation through April 29, 2015, which is the date the consolidated financial statements were available to be issued.

(2) TRADE ACCOUNTS RECEIVABLE, NET

Details of trade accounts receivable, net at December 31, 2014 and 2013 are as follows:

	2014	2013
Service client accounts	$ 740,253	$ 737,464
Patient accounts	50,642,090	32,512,850
Allowance for contractual adjustments	(20,079,885)	(10,963,938)
Allowance for doubtful accounts	(10,034,765)	(6,081,856)
Patient accounts receivable, net	20,527,440	15,467,056
Trade accounts receivable, net	$ 21,267,693	$ 16,204,520

(3) PROPERTY AND EQUIPMENT

Details of property and equipment at December 31, 2014 and 2013 are as follows:

	2014	2013
Land (non-depreciable)	$ 577,220	$ 415,988
Buildings and improvements	18,955,776	17,239,101
Leasehold improvements	2,056,724	1,074,897
Furniture, fixtures and equipment	25,381,355	9,906,840
Aircraft	2,631,610	2,631,610
Vehicles	309,467	188,175
	49,912,152	31,456,611
Less: accumulated depreciation and amortization	10,307,834	4,557,931
	39,604,318	26,898,680
Construction/installation in progress	10,489,682	9,818,686
Property and equipment	$ 50,094,000	$ 36,717,366

Depreciation expense and amortization expense amounted to $3,647,034 and $1,758,053, respectively at December 31, 2014 and 2013. Capitalized lease equipment and related accumulated amortization was $7,828,568 and $1,633,651, respectively, at December 31, 2014 and $1,184,837 and $980,371, respectively, at December 31, 2013.

(4) LINES OF CREDIT

During 2012, (subsequently amended in February 2015 under the same general terms), the Hospital along with all wholly-owned hospitals of its parent company and an affiliated entity through common control (the "Borrowers") collectively entered into a revolving credit agreement with Capital One, National Association, which carries a maximum possible balance of $8,500,000 and expires August 2018. The Hospital is permitted to draw an amount equal to 85 percent of eligible accounts of hospital services and 75 percent of eligible accounts of outpatient clinic services (as defined within the agreement). Borrowings are drawn down and payments made monthly as necessary for operational needs. The agreement contains certain restrictive covenants, including maintenance of certain financial ratios as defined in the agreement, and can be called if the Hospital defaults on the covenants as defined. The Hospital was not in compliance with certain financial ratios as of December 31, 2014, for which a limited waiver was granted. Interest accrues at a per annum rate equal to the higher of one percent or LIBOR, plus the applicable LIBOR margin of 4.5 percent. The line of credit is collateralized by all assets and equipment of all the Borrowers. The interest rate at December 31, 2014 and 2013 was 5.5 percent. As of December 31, 2014 and 2013, the Borrowers collectively had drawn down $6,896,666 and the available balance amounted to $1,603,334.

(5) LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS

Details of long-term debt and capital lease obligations at December 31, 2014 and 2013 are as follows:

	2014	2013
Notes payable to USDA, interest at 4.125 percent, monthly payments at $33,076, due between 2045 and 2047, secured by wholly-owned hospital and all respective hospital revenues and profits	$ 6,971,411	$ 7,065,782
Mortgage payable to capital financing company, interest at 5.93 percent, monthly interest payments only until May 2020; thereafter, commencing June 2020, monthly principal and interest payments (to be determined at that time), maturing May 2043, secured by leases and rent assignment and property (land and buildings) deed of trust	6,790,000	6,790,000
Notes payable to financing company, interest between 4.75 percent and 12.141 percent, monthly payments ranging from $132 to $28,200, maturing between 2015 and 2020, secured by equipment and software	7,621,756	5,848,362
Mortgage loan payable to local commercial bank, interest 5.70 percent, monthly payments of $33,272 through 2030, secured by property (land and building of the parent company located in Simpson County, Mississippi) deed of trust	4,041,556	4,238,834
Notes payable to financing companies, interest between 6.00 and 11.00 percent, monthly payments between $1,066, and $34,148 maturing between 2015 and 2020, unsecured	5,488,484	3,114,435
Note payable to local bank, interest at 4.99 percent, interest only payments through April 2013, beginning May 2013, monthly payments of $10,912 through 2023, secured by all assets and equipment of the parent company and guaranteed by corporate officer	1,799,694	3,339,870
Mortgage loan payable to financing company, interest at 3.26 percent, monthly payments of $10,694 through 2034, secured by property (land and building of the parent company located in Simpson County, Mississippi) deed of trust	1,456,783	-
Notes payable to local commercial bank, interest between 4.22 percent and 4.57 percent, monthly payments ranging from $7,842 to $11,149 through August 2016 and final installments of all unpaid principal and interest due September 2016, secured by aircrafts	1,777,670	1,925,133

(5) LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS - Continued

	2014	2013
Note payable to financing companies, interest ranging between 4.75 and 9.06 percent, monthly payments ranging between $713 and $20,254 maturing between 2015 and 2018, secured by equipment of wholly-owned subsidiary	$ 934,506	$ 1,078,865
Note payable to local commercial bank, interest at 5.25 percent, interest only payments beginning April 2013, secured by service contract and proceeds from contract of wholly-owned subsidiary; the Hospital is currently in negotiations to refinance this obligation	700,500	700,520
Notes payable to local commercial bank, interest between 2.60 and 7.50 percent, monthly payments ranging between $485 and $4,731, maturing between 2015 and 2025, secured by all assets and equipment of the parent company and physical therapy company	409,431	424,618
Note payable to local commercial bank, interest at 4.75 percent, monthly payments of $7,073 through 2017, secured by all assets and equipment of the parent company	187,121	261,193
Notes payable to local commercial banks, interest between 5.073 percent and 10.512 percent, monthly payments between $282 and $6,184, maturing between 2015 and 2018, secured by real estate owned by an affiliate, all assets and equipment of the parent company, automobiles of wholly-owned subsidiaries and commercial accounts receivable of an affiliate	105,799	195,242
Note payable to local bank, interest at 2.00 percent above the prevailing rate on the certificate of deposit pledged as security (currently 1.25 percent), monthly payments of $4,538, matures 2016, secured by certificates of deposit and guaranteed by corporate officer	87,890	139,064
Note payable to local county government, interest at 5.00 percent, first annual payment due December 2013 of $28,600, two annual payments starting December 2014 of $26,025	52,051	106,676
Notes payable to local commercial banks, interest between 2.60 and 6.13 percent, monthly payments between $1,439 And $6,467, maturing between 2016 and 2020, secured by deposit accounts and all accounts receivable of the parent company	285,108	-

(5) LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS - Continued

	2014	2013
Capital lease obligations at varying rates of imputed interest from 4.75 percent to 12.99 percent, monthly payments ranging between $274 and $41,177, maturing between 2015 and 2019 secured by leased equipment	$ 6,138,129	$ 1,323,926
	44,847,889	36,552,520
Less current maturities	9,565,209	5,680,981
	$ 35,282,680	$ 30,871,539

Minimum future payments under notes payable and payments on capital lease obligations at December 31, 2014, and in the aggregate, are as follows:

Years Ended December 31,	Notes Payable	Capital Lease Obligations
2015	$ 7,884,650	$ 2,045,504
2016	7,511,293	1,843,690
2017	1,804,589	1,716,552
2018	1,098,277	1,435,596
2019	1,036,481	390,891
Thereafter	19,374,470	-
	$ 38,709,760	7,432,233
Less amounts representing interest under capital lease obligations		1,294,104
		$ 6,138,129

(6) INTEREST COST

The total interest cost, incurred during the years ended December 31, 2014 and 2013, was $3,091,627 and $1,891,643, respectively, of which $-0- and $405,595, respectively, was capitalized as part of the Electronic Medical Records software.

(7) ADMINISTRATIVE AGREEMENTS

The Corporation (through its wholly-owned hospitals) has entered into professional service agreements with medical practitioners with various effective and termination dates and fees. All agreements can be terminated at the discretion of either party.

(8) MEDICAL MALPRACTICE CLAIMS

Under FASB ASU No. 2010-24 *"Presentation of Claims and Related Insurance Recoveries"*, the ultimate costs of malpractice claims, which include costs associated with litigating or settling claims, shall be accrued when the incidents that give arise to the claims occur. The Hospital evaluates its exposure to losses arising from claims and

(8) MEDICAL MALPRACTICE CLAIMS - Continued

recognizes a liability, if appropriate, and the amount of any receivables anticipated for insurance recoveries. The facility has not been exposed to any significant risk of loss as of December 31, 2014 and 2013; therefore, no liability or related receivable has been recorded at this time.

(9) INDIGENT CARE CONTRACTS

Effective October 1, 2010, the Corporation (through one of its wholly-owned hospitals) entered into a contract with the Hospital Authority of Early County to provide indigent care for the residents of Early County consistent with the same types and amounts of services as required by law. Per the contract, the Corporation shall receive $177,000 per quarter in exchange for the provision of such indigent and charity care over the life of the related lease term of ten years. Additionally, during 2014 and 2013, the Corporation received $708,000 related to indigent care services provided prior to the Corporation leasing the facility. This provision of the contract additionally extends through the lease contract.

Effective August 1, 2011, the Corporation (through one of its wholly-owned hospitals) entered into a agreement with the Hospital Authority of Stokes County to provide indigent care for the residents of Stokes County and surrounding area consistent with the same types and amounts of services as required by law. Per the contract, the Corporation shall receive $1,440,000 over ten years in exchange for the provision of such indigent and charity care as follows:

Years	
5-6	$ 100,000
7-8	75,000
9	50,000
10	40,000

During 2014, the Corporation received the fourth year's payment as noted above. The Corporation recognized revenue related to the payments received in accordance with the agreement on a pro rata basis.

Additionally, the agreement provides quarterly payments of $122,500 over the life of the related operating hospital lease term of ten years for providing emergency room services to the residents of Stokes County and surrounding areas.

Effective October 1, 2011, the Corporation entered into a contract with the Choctaw County Board of Supervisors to provide indigent care for the residents of Choctaw County and surrounding area consistent with the same types and amounts of services as required by law. Per the contract, the Corporation shall receive $73,500 per quarter in exchange for the provision of such indigent and charity care over the life of the related lease term, which was terminated by the Corporation in July 2014.

(9) INDIGENT CARE CONTRACTS - Continued

All amounts received and paid related to indigent care are reported as net patient services revenue. Payments received by the Corporation under these contracts during 2014 and 2013 amounted to $2,277,500 and $2,458,333, respectively.

(10) OPERATING LEASES

The Corporation leases various facilities and equipment under operating leases expiring at various dates through 2021. Total rental expense in 2014 and 2013 for these operating leases was $5,744,887 and $3,910,909, respectively.

The following is a schedule by year of future minimum lease payments under operating leases as of December 31, 2014, that have initial or remaining lease terms in excess of one year.

Years Ended December 31,	Amounts
2015	$ 3,518,413
2016	2,745,781
2017	2,311,275
2018	1,673,653
2019	1,464,080
Thereafter	1,711,654

(11) RELATED PARTY TRANSACTIONS

Management and consulting fees earned from entities related through common ownership/control amounted to $1,114,500 and $3,450,000 during 2014 and 2013, respectively.

(12) CONTINGENCY

In 2010, the Corporation filed to be taxed, effective January 1, 2010, under sections of federal and state income tax law, which provide that, in lieu of corporation income taxes, the stockholder will separately account the Corporation's income, deductions, losses and credits. Under current U. S. tax law, the Corporation may be subject to income taxes at the maximum corporate rate if certain assets are sold at a gain for a ten-year period following the election.

(13) HEALTH CARE REFORM ACTS

In March 2010, the Patient Protection and Affordable Care Act and the related Health Care and Education Reconciliation Act were signed into law. The Acts impact multiple aspects of the health care system, including many provisions that change payments from Medicare, Medicaid and insurance companies, expanding Medicaid eligibility, subsidizing insurance premiums, providing incentives for businesses to provide health

(13) HEALTH CARE REFORM ACTS - Continued

care benefits, prohibiting denial of coverage/claims based on pre-existing conditions, establishing health insurance exchanges and support of medical research. The costs of these provisions may be offset by a variety of taxes, fees, and cost-saving measures. The ultimate impact of these Federal statutes on the Corporation's operations is currently unknown; however, it is reasonably possible that it will have a negative impact on the Corporation's net patient service revenue. Additionally, it is possible the Corporation may experience payment delays and other operational challenges during implementation.

HARPER, RAINS, KNIGHT
& COMPANY
Certified Public Accountants
A Professional Association

The Board of Directors
Pioneer Health Services, Inc.
and Subsidiaries
Magee, Mississippi

Independent Auditors' Report on the Supplementary Information

We have audited the consolidated financial statements of Pioneer Health Services, Inc. and Subsidiaries (the "Corporation") as of and for the year ended December 31, 2014, and have issued our report thereon, dated April 29, 2015 which contained an unmodified opinion on those consolidated financial statements. Our audit was performed for the purpose of forming an opinion on the consolidated financial statements as a whole.

The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Harper, Rains, Knight & Company, P.A.

April 29, 2015

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET
Year Ended December 31, 2014

ASSETS

	PHS	PHS Simpson County	Medicomp	PHS Monroe County	PHS Patrick County	PHS Newton County	PHS Early County	PHS Stokes County	PHS Choctaw County	PHS Scott County	PHS Oneida Real Estate	Pioneer Health Alliance	Stokes Home Health	Eliminations	Consolidated Balance Sheet
Current assets															
Cash and cash equivalents	$ 16,066	$ 772	$ 25,938	$ 1,410,963	$ 661,197	$ 147,548	$ 4,152,347	$ 538,862	$ 2,568	$ 38,947	$ 712	$ 23	$ 28	$ -	$ 6,995,971
Short-term certificates of deposit	473,642	-	-	-	205,130	-	-	-	-	-	-	-	-	-	678,772
Trade accounts receivable, net	740,253	-	1,371,163	1,559,501	1,001,825	2,294,473	4,249,674	7,699,124	4,563	2,320,333	-	-	26,784	-	21,267,693
Accounts receivable - affiliates	6,640,823	(316,842)	2,883,289	466,687	293,706	90,001	3,105,218	434,735	357,584	61,709	-	-	-	(6,197,261)	7,819,649
Advance receivable - stockholder	167,648	-	-	10,000	-	-	-	-	-	-	-	-	-	-	177,648
Prepaid expenses	3,713	-	19,430	192,280	32,916	95,395	163,291	96,434	82,622	112,420	-	-	-	-	798,501
Current portion of notes receivable - affiliates	741,816	-	-	-	-	-	-	-	-	-	-	-	-	(356,858)	384,958
Other	237,536	4,000	44,494	693,309	69,480	62,774	218,023	939,174	206,098	86,680	-	-	-	-	2,561,568
Total current assets	9,021,497	(312,070)	4,344,314	4,332,740	2,264,254	2,690,191	11,888,553	9,708,329	653,435	2,620,089	712	23	26,812	(6,554,119)	40,684,760
Long-term assets															
Property and equipment, net	11,249,123	1,827,056	545,398	6,390,074	10,184,516	8,769,093	4,885,437	4,121,188	59,145	1,967,272	95,698	-	-	-	50,094,000
Notes receivable - affiliates, net of current portion	1,566,979	-	-	-	-	-	-	-	-	-	-	-	-	(1,242,753)	324,226
Investment in subsidiaries	(3,009,831)	-	-	-	-	-	-	-	-	-	-	-	-	3,009,831	-
Other	82,426	-	5,721	610	-	-	-	-	-	-	-	-	-	-	88,757
Goodwill	-	-	139,543	-	-	112,209	-	-	-	-	-	-	-	-	251,752
Total long-term assets	9,888,697	1,827,056	690,662	6,390,684	10,184,516	8,881,302	4,885,437	4,121,188	59,145	1,967,272	95,698	-	-	1,767,078	50,758,735
Total assets	$ 18,910,194	$ 1,514,986	$ 5,034,976	$ 10,723,424	$ 12,448,770	$ 11,571,493	$ 16,773,990	$ 13,829,517	$ 712,580	$ 4,587,361	$ 96,410	$ 23	$ 26,812	$ (4,787,041)	$ 91,443,495
LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)															
Current liabilities															
Checks written in excess of deposits	$ 520,784	$ -	$ 126,337	$ 217,971	$ 233,387	$ 2,685,407	$ 402,378	$ 362,349	$ 1,830,090	$ 1,757,152	$ -	$ -	$ 6,696	$ -	$ 8,142,551
Trade accounts payable	1,390,767	-	366,701	1,384,984	1,220,466	1,422,663	1,090,188	1,521,320	327,368	834,175	10,528	5,098	17,219	(3,145,618)	6,445,859
Accrued expenses and other current liabilities	3,532,961	4,636	2,207,769	1,194,284	560,749	1,174,609	1,447,681	2,303,058	385,249	974,714	-	-	15,270	-	13,800,980
Accounts payable - affiliates	-	-	170,251	2,764,935	829,624	1,920,045	1,024,748	1,736,486	398,309	1,233,230	28,956	37,200	99,100	(3,051,643)	7,191,241
Deferred revenue	-	-	-	-	-	-	-	116,667	-	-	-	-	-	-	116,667
Lines of credit	-	-	-	1,154,919	812,893	988,402	480,730	1,603,406	-	1,856,316	-	-	-	-	6,896,666
Current portion of notes payable	564,094	154,054	109,906	1,674,467	732,974	547,304	1,676,629	1,767,628	423,041	556,518	26,026	-	8,867	(356,858)	7,884,650
Current portion of capital lease obligations	294,438	-	17,291	142,636	273,905	326,484	24,174	370,130	6,622	224,879	-	-	-	-	1,680,559
Estimated third-party payor settlements	-	-	-	74,380	-	-	-	-	-	-	-	-	-	-	74,380
Total current liabilities	6,303,044	158,690	2,998,255	8,608,576	4,663,998	9,064,914	6,146,528	9,781,044	3,370,679	7,436,984	65,510	42,298	147,152	(6,554,119)	52,233,553
Long-term liabilities															
Notes payable, net of current portion	7,712,048	1,623,616	204,225	2,390,137	7,585,662	7,329,606	2,177,450	2,550,166	278,729	190,199	26,025	-	-	(1,242,753)	30,825,110
Capital lease obligations, net of current portion	967,840	-	2,105	324,607	912,955	499,846	117,986	889,171	44,131	698,929	-	-	-	-	4,457,570
Total long-term liabilities	8,679,888	1,623,616	206,330	2,714,744	8,498,617	7,829,452	2,295,436	3,439,337	322,860	889,128	26,025	-	-	(1,242,753)	35,282,680
Total liabilities	14,982,932	1,782,306	3,204,585	11,323,320	13,162,615	16,894,366	8,441,964	13,220,381	3,693,539	8,326,112	91,535	42,298	147,152	(7,796,872)	87,516,233
Stockholder's/member's equity (deficit)															
Common stock/member's capital	1,000	1,000	1,000	1,000	100	1,000	-	1,000	-	-	-	-	-	(5,100)	1,000
Additional paid-in capital	2,086,170	-	-	-	-	-	-	-	-	-	-	-	-	-	2,086,170
Retained earnings	1,840,092	(268,320)	1,829,391	(600,896)	(713,945)	(5,323,873)	8,332,026	608,136	(2,980,959)	(3,738,751)	4,875	(42,275)	(120,340)	3,014,931	1,840,092
Total stockholder's/member's equity (deficit)	3,927,262	(267,320)	1,830,391	(599,896)	(713,845)	(5,322,873)	8,332,026	609,136	(2,980,959)	(3,738,751)	4,875	(42,275)	(120,340)	3,009,831	3,927,262
Total liabilities and stockholder's/member's equity (deficit)	$ 18,910,194	$ 1,514,986	$ 5,034,976	$ 10,723,424	$ 12,448,770	$ 11,571,493	$ 16,773,990	$ 13,829,517	$ 712,580	$ 4,587,361	$ 96,410	$ 23	$ 26,812	$ (4,787,041)	$ 91,443,495

See Independent Audiors' Report on the Supplementary Information.

PIONEER HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF OPERATIONS
Year Ended December 31, 2014

	PHS	PHS Simpson County	Medicomp	PHS Monroe County	PHS Patrick County	PHS Newton County	PHS Early County	PHS Stokes County	PHS Choctaw County	PHS Scott County	PHS Scott Real Estate	Pioneer Health Alliance	Stokes Home Health	Eliminations	Consolidated Income Statement
Revenues															
Patient services revenue, net	$ -	$ -	$ 15,852,835	$ 19,390,405	$ 13,498,334	$ 15,365,429	$ 24,331,539	$ 26,631,439	$ 7,449,314	$ 13,760,291	$ -	$ -	$ 26,784	$ -	$ 136,306,370
Provision for bad debts	-	-	(307,932)	(2,478,971)	(1,523,691)	(2,929,591)	(3,897,428)	(4,862,058)	(808,976)	(3,821,119)	-	-	-	-	(20,629,766)
Total net patient services revenue	-	-	15,544,903	16,911,434	11,974,643	12,435,838	20,434,111	21,769,381	6,640,338	9,939,172	-	-	26,784	-	115,676,604
Management and consulting fees	19,750,124	-	-	-	-	-	-	-	-	-	-	-	-	(11,639,360)	8,110,764
Other operating income	-	253,040	-	-	1,388,216	1,664,148	182,532	920,335	-	-	-	-	-	(253,040)	4,155,231
Total revenues	19,750,124	253,040	15,544,903	16,911,434	13,362,859	14,099,986	20,616,643	22,689,716	6,640,338	9,939,172	-	-	26,784	(11,892,400)	127,942,599
Expenses															
Salaries and benefits	15,100,695	-	12,003,276	8,382,024	5,601,088	7,495,001	10,108,628	11,883,080	3,069,862	6,041,972	-	-	77,084	-	79,762,710
Contract labor and professional fees	1,531,375	10	1,516,431	5,596,368	3,435,427	3,508,729	4,665,207	6,264,894	1,804,193	3,164,091	175	39,604	39,172	(11,639,360)	19,926,316
Supplies and other expenses	476,133	-	157,068	1,698,555	1,550,023	1,401,420	1,880,181	2,514,388	519,154	1,297,428	5,371	321	9,422	-	11,509,464
Insurance	278,727	23,870	206,701	282,903	209,530	296,814	380,913	280,776	232,845	187,321	-	-	11,025	-	2,391,425
Rent	671,433	-	321,631	1,140,796	207,844	441,378	1,033,584	971,061	858,091	379,192	-	-	-	(280,123)	5,744,887
Utilities and maintenance	783,966	-	131,261	668,923	689,595	426,759	969,809	922,354	318,643	529,333	-	-	2,739	-	5,443,382
Tax and licenses	120,105	-	28,254	198,386	186,633	295,911	759,709	430,881	257,349	170,252	10,661	-	1,782	-	2,459,923
Depreciation and amortization	600,124	174,901	75,018	684,952	394,523	598,031	668,935	269,082	30,320	145,147	6,001	-	-	-	3,647,034
Travel and entertainment	469,736	-	226,759	141,332	112,598	67,280	80,675	180,590	26,192	78,150	-	1,914	4,697	-	1,389,923
Other operating expenses	175,135	662	155,814	106,338	102,951	146,541	158,849	151,238	46,858	84,406	8	292	1,203	-	1,130,295
Total expenses	20,207,429	199,443	14,822,213	18,900,577	12,490,212	14,677,864	20,706,490	23,868,344	7,163,507	12,077,292	22,216	42,131	147,124	(11,919,483)	133,405,359
Operating income (loss)	(457,305)	53,597	722,690	(1,989,143)	872,647	(577,878)	(89,847)	(1,178,628)	(523,169)	(2,138,120)	(22,216)	(42,131)	(120,340)	27,083	(5,462,760)
Other income (expenses) and gains (losses)															
Miscellaneous income	158,900	-	108,243	851,233	212,897	612,990	513,315	662,112	172,641	52,249	27,083	-	-	(27,083)	3,344,580
Interest income	101,612	-	68	8,016	4,588	4,975	19,595	3,446	1,874	2,248	8	-	-	(85,733)	60,697
Equity in earnings of subsidiaries	(6,273,319)	-	-	-	-	-	-	-	-	-	-	-	-	6,273,319	-
Interest expense	(484,193)	(80,929)	(16,794)	(367,136)	(391,125)	(626,545)	(272,175)	(527,399)	(100,386)	(310,678)	-	-	-	85,733	(3,091,627)
Loss on disposal of assets	-	-	-	-	-	-	-	-	(1,249,556)	-	-	-	-	-	(1,249,556)
Miscellaneous other expenses	(153,568)	-	(60,265)	(93,736)	(44,560)	(71,773)	(82,725)	(86,147)	(95,414)	(20,874)	-	(144)	-	-	(709,207)
Total other income (expenses)	(6,650,568)	(80,929)	31,251	398,377	(218,200)	(80,353)	178,010	52,012	(1,270,841)	(277,055)	27,091	(144)	-	6,246,236	(1,645,113)
Net income (loss)	$ (7,107,873)	$ (27,332)	$ 753,941	$ (1,590,766)	$ 654,447	$ (658,231)	$ 88,163	$ (1,126,616)	$ (1,794,010)	$ (2,415,175)	$ 4,875	$ (42,275)	$ (120,340)	$ 6,273,319	$ (7,107,873)

See Independent Auditors' Report on the Supplementary Information.

Pioneer Health Services, Inc.

Financial Package

December 31, 2015

Pioneer Health Services, Inc.
Statement of Financial Condition
December 31, 2015

	Current Month Dec 2015	Prior Month Nov 2015	Prior Year End Dec 2014		
Current Assets:					
Cash and Cash Equivalents	$ 606,095	$ 485,824	$ 489,708	120,271	25%
Trade Accounts Receivable	961,041	1,370,894	$ 764,249	(409,853)	-30%
Net Trade Accounts Receivable	961,041	1,370,894	764,249	(409,853)	-30%
Affiliates Accounts Receivable	9,356,210	8,931,254	$ 7,127,167	424,956	5%
Affiliated Accrued Interest Receivable	296,199	302,079	$ -	(5,880)	-2%
Other Accounts Receivable	(181,552)	(273,207)	$ (272,803)	91,654	-34%
Accounts Receivable - Stockholder	211,690	76,250	$ 76,250	135,439	178%
Prepaid Expenses	9,578	8,461	$ 3,713	1,117	13%
Total Current Assets	11,259,260	10,901,556	8,188,283	357,704	3%
Long-Term Assets:					
Investment	20,017	20,355	$ 19,911	(338)	-2%
Building and Land	10,107,425	10,107,425	$ 10,107,425	0	0%
Construction in Progress	312,053	312,053	$ 230,244	0	0%
Equipment	2,640,232	2,625,461	$ 2,744,667	14,771	1%
Leasehold Improvements	204,515	204,515	$ 212,702	0	0%
Accumulated Depreciation	(2,905,119)	(2,816,474)	$ (2,045,915)	(88,645)	3%
Net Property, Pland and Equipment	10,461,286	10,528,824	11,269,033	(67,537)	-1%
Affiliates Notes Receivable	2,252,837	2,252,837	$ 2,400,192	0	0%
Other Long Term Assets	(11,994,453)	(11,167,679)	$ (2,947,315)	(826,774)	7%
Total Assets	$ 11,978,930	$ 12,515,537	$ 18,910,194	(536,607)	-4%
Current Liabilities					
Trade Accounts Payable	3,566,885	3,390,014	$ 1,390,767	176,871	5%
Other Accounts Payable	1,127,491	1,039,010	$ 1,046,606	88,481	9%
Payroll and Vacation Payable	1,191,422	1,108,038	$ 1,066,923	83,383	8%
Payroll Tax Payable	2,380,112	2,334,070	$ 1,914,926	46,042	2%
Accrued Interest	23,003	22,768	$ 25,291	235	1%
Current Portion of Notes Payable	827,692	620,232	$ 764,774	207,460	33%
Current Portion of Affiliate Notes Payable	-	-	$ (737,587)	0	#DIV/0!
Total Current Liabilities	9,116,605	8,514,133	5,471,700	602,472	7%
Long - Term Liabilities					
Notes Payable	7,932,228	8,196,763	$ 9,511,233	(264,535)	-3%

124,499

Total Long - Term Liabilities	7,932,228	8,196,763	9,511,233	(264,535)	-3%
Total Liabilities	17,048,833	16,710,896	14,982,932	337,936	2%
Stockholder's Equity					
Common Stock	1,000	1,000 $	1,000	0	0%
Stockholder Withdrawals	(1,325,815)	(1,452,754) $	(1,325,815)	126,939	-9%
Retained Earnings	5,252,077	5,252,077 $	12,359,950	0	0%
Net Income	(8,997,164)	(7,995,682) $	(7,107,873)	(1,001,482)	13%
Total Stockholder's Equity	(5,069,903)	(4,195,360)	3,927,262	(874,543)	21%
Total Liabilities and Stockholder's Equity	11,978,930	12,515,536	18,910,194	(536,607)	-4%
	0	0	(0)		

Pioneer Health Services, Inc.
Statement of Operations
December 31, 2015

	Current Month				Year-to-Date				Prior Year
	Actual	Budget	$ Var	% Var	Actual	Budget	$ Var	% Var	Dec 2014
Revenue:									
Management and Consulting Fees	1,534,916	1,609,803	(74,886)	-4.7%	20,130,025	19,400,623	729,402	3.8%	$ 19,751,608
Gross Revenue	1,534,916	1,609,803	(74,886)	-4.7%	20,130,025	19,400,623	729,402	3.8%	19,751,608
Net Patient Service Revenue	1,534,916	1,609,803	(74,886)	-4.7%	20,130,025	19,400,623	729,402	3.8%	19,751,608
Other Income:								0.0%	
Miscellaneous Income	(690,108)	(516,671)	(173,437)	33.6%	(8,227,357)	(4,559,141)	(3,668,215)	80.5%	$ (6,014,292)
Total Income	844,809	1,093,132	(248,323)	-22.7%	11,902,669	14,841,482	(2,938,813)	-19.8%	13,737,316
Selling, General, and Administrative Expenses:									
Salary, Bonus and Payroll Taxes	1,293,166	1,167,897	(125,270)	-10.7%	15,235,987	13,316,720	(1,919,268)	-14.4%	14,789,514
Education and Employee Expense	13,712	5,986	(7,726)	-129.1%	56,119	71,833	15,714	21.9%	$ 311,181
Contract Labor and Professional Fees	42,827	47,171	4,343	9.2%	873,277	586,546	(286,731)	-48.9%	$ 882,878
Travel and Entertainment	54,359	37,432	(16,927)	-45.2%	570,420	449,187	(121,234)	-27.0%	$ 456,177
Advertising and Marketing	1,225	2,698	1,473	54.6%	41,569	32,380	(9,188)	-28.4%	$ 35,534
Supplies and Other Expenses	19,020	40,089	21,068	52.6%	372,566	481,068	108,502	22.6%	$ 476,133
Rent Expense	23,909	20,025	(3,884)	-19.4%	248,597	240,300	(8,297)	-3.5%	$ 270,185
Telephone and Utility Expense	40,511	47,768	7,257	15.2%	541,071	573,218	32,147	5.6%	$ 559,171
Repair and Maintenance	22,037	22,222	186	0.8%	139,545	266,666	127,121	47.7%	$ 227,384
Service Contracts	93,431	39,048	(54,383)	-139.3%	694,572	468,576	(225,996)	-48.2%	$ 648,496
Bank Charges	9,386	-	(9,386)	-100.0%	75,494	-	(75,494)	-100.0%	$ 70,408
Dues and Subscriptions	3,834	2,229	(1,605)	-72.0%	35,614	31,723	(3,891)	-12.3%	$ 29,540
Equipment Rent	11,302	19,102	7,800	40.8%	244,566	257,394	12,828	5.0%	$ 401,248
Tax & Licenses	67,807	6,295	(61,513)	-977.2%	135,547	75,534	(60,013)	-79.5%	$ 120,105
Insurance	19,836	22,340	2,504	11.2%	218,324	268,080	49,756	18.6%	$ 278,728
Miscellaneous	101	284	183	64.5%	730	3,409	2,678	78.6%	$ 13,471
Total SG&A Expenses	1,716,463	1,480,586	(235,877)	-15.9%	19,483,998	17,122,634	(2,361,364)	-13.8%	19,570,155
EBITD	(871,654)	(387,454)	(484,200)	125.0%	(7,581,330)	(2,281,152)	(5,300,177)	232.3%	(5,832,839)
Interest and Penalties	55,954	41,098	(14,855)	-36.1%	547,123	518,203	(28,920)	-5.6%	$ 637,761
Depreciation	73,875	69,905	(3,969)	-5.7%	859,205	840,400	(18,804)	-2.2%	$ 600,124
EBIT	(1,001,482)	(498,458)	(503,025)	100.9%	(8,987,657)	(3,639,756)	(5,347,901)	146.9%	(7,070,724)
Income Tax Expense	-	4,252	4,252	100.0%	9,507	51,019	41,512	81.4%	$ 37,149
Net Income	(1,001,482)	(502,709)	(498,773)	99.2%	(8,997,164)	(3,690,775)	(5,306,389)	143.8%	(7,107,873)
	-	0.00			-	-			

Pioneer Health Services, Inc.
Comparative Statement of Operations
December 31, 2015

	Current Month				Year-to-Date			
	Actual	Prior Year	$ Var	% Var	Actual	Prior Year	$ Var	% Var
Revenue:								
Management and Consulting Fees	1,534,916	1,736,620	(201,703)	-11.6%	20,130,025	19,751,608	378,418	1.9%
Gross Revenue	1,534,916	1,736,620	(201,703)	-11.6%	20,130,025	19,751,608	378,418	1.9%
Net Patient Service Revenue	1,534,916	1,736,620	(201,703)	-11.6%	20,130,025	19,751,608	378,418	1.9%
Other Income:								
Miscellaneous Income	(690,108)	(3,389,670)	2,699,562	-79.6%	(8,227,357)	(6,014,292)	(2,213,065)	36.8%
Total Income	844,809	(1,653,050)	2,497,859	-151.1%	11,902,669	13,737,316	(1,834,647)	-13.4%
Selling, General, and Administrative Expenses:								
Salary, Bonus and Payroll Taxes	1,293,166	1,255,827	(37,340)	-3.0%	15,235,987	14,789,514	(446,473)	-3.0%
Education and Employee Expense	13,712	23,468	9,756	41.6%	56,119	311,181	255,062	82.0%
Contract Labor and Professional Fees	42,827	53,742	10,915	20.3%	873,277	882,878	9,601	1.1%
Travel and Entertainment	54,359	42,881	(11,478)	-26.8%	570,420	456,177	(114,243)	-25.0%
Advertising and Marketing	1,225	296	(929)	-313.3%	41,569	35,534	(6,034)	-17.0%
Supplies and Other Expenses	19,020	52,528	33,507	63.8%	372,566	476,133	103,568	21.8%
Rent Expense	23,909	21,025	(2,884)	-13.7%	248,597	270,185	21,588	8.0%
Telephone and Utility Expense	40,511	50,676	10,165	20.1%	541,071	559,171	18,100	3.2%
Repair and Maintenance	22,037	5,518	(16,518)	-299.3%	139,545	227,384	87,839	38.6%
Service Contracts	93,431	48,526	(44,905)	-92.5%	694,572	648,496	(46,075)	-7.1%
Bank Charges	9,386	4,495	(4,890)	-108.8%	75,494	70,408	(5,085)	-7.2%
Dues and Subscriptions	3,834	128	(3,705)	-2885.8%	35,614	29,540	(6,074)	-20.6%
Equipment Rent	11,302	30,586	19,285	63.1%	244,566	401,248	156,682	39.0%
Tax & Licenses	67,807	634	(67,173)	-10594.8%	135,547	120,105	(15,442)	-12.9%
Insurance	19,836	6,655	(13,181)	-198.1%	218,324	278,728	60,404	21.7%
Miscellaneous	101	10,968	10,867	99.1%	730	13,471	12,740	94.6%
Total SG&A Expenses	1,716,463	1,607,954	(108,509)	-6.7%	19,483,998	19,570,155	86,157	0.4%
EBITD	(871,654)	(3,261,004)	2,389,350	-73.3%	(7,581,330)	(5,832,839)	(1,748,490)	30.0%
Interest and Penalties	55,954	46,389	(9,565)	-20.6%	547,123	637,761	90,638	14.2%
Depreciation	73,875	70,553	(3,322)	-4.7%	859,205	600,124	(259,081)	-43.2%
EBIT	(1,001,482)	(3,377,946)	2,376,464	-70.4%	(8,987,657)	(7,070,724)	(1,916,933)	27.1%
Income Tax Expense	-	-	-	0.0%	9,507	37,149	27,642	74.4%
Net Income	(1,001,482)	(3,377,946)	2,376,464	-70.4%	(8,997,164)	(7,107,873)	(1,889,291)	26.6%
	-				-			

Pioneer Health Services, Inc.
Statement of Financial Condition - Trend
December 31, 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Year End Dec 2014
Current Assets:													
Cash and Cash Equivalents	$ 549,460	$ 491,013	$ 491,489	$ 478,815	$ 784,500	$ 756,814	$ 484,946	$ 836,726	$ 529,382	$ 551,305	$ 485,824	$ 606,095	$ 489,708
Trade Accounts Receivable	680,825	677,970	573,550	405,014	398,042	360,528	497,963	527,986	529,868	531,386	1,370,894	961,041	764,249
Allowance for Contractual Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-
Allowance for Doubtful Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Trade Accounts Receivable	680,825	677,970	573,550	405,014	398,042	360,528	497,963	527,986	529,868	531,386	1,370,894	961,041	764,249
Affiliates Accounts Receivable	6,898,970	7,143,275	7,222,723	7,410,348	7,504,548	8,269,659	7,940,283	7,661,995	8,251,551	8,514,777	8,931,254	9,356,210	7,127,167
Affiliated Accrued Interest Receivable	240,741	247,475	254,163	260,803	278,606	285,151	291,648	291,648	289,326	295,727	302,079	296,199	-
Other Accounts Receivable	(274,351)	(274,337)	(269,055)	(273,400)	(273,371)	(261,400)	(255,571)	(255,099)	(246,382)	(254,440)	(273,207)	(181,552)	(272,803)
Accounts Receivable - Stockholder	76,250	76,250	76,250	76,250	76,250	76,250	76,250	76,250	76,250	76,250	76,250	211,690	76,250
Prepaid Expenses	44,131	56,902	51,520	46,137	40,755	35,373	29,990	24,608	19,226	13,843	8,461	9,578	3,713
Inventory	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Current Assets	8,216,026	8,418,550	8,400,639	8,403,967	8,809,330	9,522,375	9,065,509	9,164,114	9,449,221	9,728,849	10,901,556	11,259,260	8,188,283
Long-Term Assets:													
Investment	19,892	20,788	20,798	20,911	21,135	20,638	20,630	19,850	19,184	20,299	20,355	20,017	19,911
Building and Land	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425
Construction in Progress	371,802	371,802	371,802	371,802	312,053	312,053	312,053	312,053	312,053	312,053	312,053	312,053	230,244
Software	-	-	-	-	59,750	59,750	75,489	75,489	75,489	75,489	75,489	75,489	-
Equipment	2,617,770	2,617,770	2,617,770	2,617,770	2,617,770	2,617,770	2,617,770	2,625,461	2,625,461	2,625,461	2,625,461	2,640,232	2,744,667
	-	-	-	-	-	-	-	-	-	-	-	-	-
Airplane	-	-	-	-	-	-	-	-	-	-	-	-	-
Automobiles	-	-	-	-	-	-	-	-	-	-	-	6,675	-
Leasehold Improvements	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	212,702
Accumulated Depreciation	(2,101,358)	(2,171,648)	(2,241,937)	(2,312,117)	(2,394,580)	(2,486,975)	(2,539,430)	(2,612,322)	(2,685,214)	(2,743,336)	(2,816,474)	(2,905,119)	(2,045,915)
Net Property, Plant and Equipment	11,220,046	11,150,654	11,080,373	11,010,307	10,928,068	10,855,176	10,798,452	10,732,470	10,658,912	10,601,906	10,528,824	10,461,286	11,269,033
Goodwill	-	-	-	-	-	-	-	-	-	-	-	-	-
Affiliates Notes Receivable	2,400,192	2,400,192	2,400,192	2,400,192	2,408,274	2,408,274	2,408,274	2,408,274	2,252,837	2,252,837	2,252,837	2,252,837	2,400,192
Other Long Term Assets	(3,376,989)	(4,424,665)	(4,903,367)	(5,063,441)	(7,372,770)	(7,569,708)	(8,614,472)	(9,184,870)	(9,306,469)	(9,649,052)	(11,167,679)	(11,994,453)	(2,947,315)
Total Assets	$ 18,459,276	$ 17,544,731	$ 16,977,838	$ 16,751,025	$ 14,772,902	$ 15,216,116	$ 13,657,763	$ 13,119,989	$ 13,054,501	$ 12,934,539	$ 12,515,537	$ 11,978,930	$ 18,910,194
Current Liabilities													
Trade Accounts Payable	1,503,001	1,604,021	1,503,144	1,961,052	2,044,340	2,086,229	2,665,357	2,241,977	2,634,304	3,017,193	3,390,014	3,566,885	1,390,767
Affiliates Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Accounts Payable	961,449	942,190	907,548	621,685	1,107,634	1,863,767	1,038,070	1,558,109	1,147,264	1,126,359	1,039,010	1,127,491	1,046,606
Payroll and Vacation Payable	791,314	866,403	971,644	1,097,243	1,068,970	1,164,474	933,534	979,556	1,039,987	1,051,448	1,108,038	1,191,422	1,066,923
Payroll Tax Payable	2,101,099	2,163,830	2,160,810	2,063,055	2,074,974	1,997,282	2,079,957	2,102,959	2,158,169	2,165,714	2,334,070	2,380,112	1,914,926
Accrued Interest	28,297	23,526	25,288	24,540	24,397	21,771	24,645	24,649	23,560	23,398	22,768	23,003	25,291
Accrued Interest on Affiliates NP	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Portion of Notes Payable	785,426	764,616	751,162	724,538	697,837	671,033	653,141	758,181	708,587	648,010	620,232	827,692	764,774
Current Portion of Affiliate Notes Payable	-	-	-	-	-	-	-	-	-	-	-	-	(737,587)
Total Current Liabilities	6,170,586	6,364,586	6,339,596	6,492,113	7,018,150	7,804,555	7,394,704	7,665,429	7,711,870	8,032,123	8,514,133	9,116,605	5,471,700
Long - Term Liabilities													
Notes Payable	8,723,952	8,687,025	8,623,415	8,572,794	8,521,735	8,470,423	8,429,144	8,248,519	8,242,540	8,247,458	8,196,763	7,932,228	9,511,233
Affiliate Notes Payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long - Term Liabilities	8,723,952	8,687,025	8,623,415	8,572,794	8,521,735	8,470,423	8,429,144	8,248,519	8,242,540	8,247,458	8,196,763	7,932,228	9,511,233
Total Liabilities	14,894,539	15,051,611	14,963,011	15,064,908	15,539,885	16,274,979	15,823,848	15,913,948	15,954,410	16,279,581	16,710,896	17,048,833	14,982,932
Stockholder's Equity													
Common Stock	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Stockholder Withdrawals	(1,325,815)	(1,335,124)	(1,344,434)	(1,362,243)	(1,367,754)	(1,367,754)	(1,367,754)	(1,367,754)	(1,367,754)	(1,444,254)	(1,452,754)	(1,325,815)	(1,325,815)
Retained Earnings	5,252,077	5,252,077	5,252,077	5,252,077	5,252,077	5,252,077	5,252,077	5,252,077	5,252,077	5,252,077	5,252,077	5,252,077	12,359,950
Net Income	(362,524)	(1,424,833)	(1,893,816)	(2,204,716)	(4,652,306)	(4,944,185)	(6,051,408)	(6,679,282)	(6,785,231)	(7,153,865)	(7,995,682)	(8,997,164)	(7,107,873)
Total Stockholder's Equity	3,564,737	2,493,120	2,014,827	1,686,117	(766,983)	(1,058,862)	(2,166,085)	(2,793,960)	(2,899,909)	(3,345,042)	(4,195,360)	(5,069,903)	3,927,262
Total Liabilities and Stockholder's Equity	18,459,276	17,544,731	16,977,838	16,751,025	14,772,902	15,216,116	13,657,763	13,119,989	13,054,501	12,934,539	12,515,536	11,978,930	18,910,194
	-	-	-	-	-	-	0	0	0	0	0	0	

Pioneer Health Services, Inc.
Statement of Operations - Trend
December 31, 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Variance Explanation	Prior Year Dec 2014
Revenue:															
Management and Consulting Fees	1,713,660	1,589,310	1,690,512	1,645,956	1,579,469	1,452,094	1,692,273	1,584,021	1,619,244	1,636,229	2,392,341	1,534,916	$ 20,130,025		$ 19,751,608
Gross Revenue	1,713,660	1,589,310	1,690,512	1,645,956	1,579,469	1,452,094	1,692,273	1,584,021	1,619,244	1,636,229	2,392,341	1,534,916	20,130,025		19,751,608
Net Patient Service Revenue	1,713,660	1,589,310	1,690,512	1,645,956	1,579,469	1,452,094	1,692,273	1,584,021	1,619,244	1,636,229	2,392,341	1,534,916	20,130,025		19,751,608
Other Income:															
Miscellaneous Income	(416,795)	(1,024,859)	(434,126)	(151,484)	(2,271,116)	36,359	(972,457)	(528,023)	(36,101)	(268,565)	(1,470,082)	(690,108)	$ (8,227,357)		$ (6,014,292)
Total Income	1,296,866	564,451	1,256,386	1,494,472	(691,647)	1,488,453	719,815	1,055,997	1,583,143	1,367,665	922,260	844,809	11,902,669		13,737,316
Selling, General, and Administrative Expenses															
Salary, Bonus and Payroll Taxes	1,237,572	1,207,121	1,240,463	1,285,986	1,272,299	1,320,331	1,329,326	1,263,091	1,267,837	1,277,823	1,240,971	1,293,166	$ 15,235,987		$ 14,789,514
Education and Employee Expense	4,080	396	969	5,741	4,193	1,881	6,761	7,158	5,926	2,991	2,340	13,712	$ 56,119	*Flight simulation training for Frank Fowler*	$ 311,181
Contract Labor and Professional Fees	56,351	61,029	98,000	63,399	116,537	71,936	102,505	63,193	43,520	82,838	71,141	42,827	$ 873,277		$ 882,878
Travel and Entertainment	33,565	46,606	39,617	62,531	33,572	52,089	59,430	34,157	62,656	38,055	53,782	54,389	$ 570,420		$ 456,177
Advertising and Marketing	3,746	488	3,937	3,669	5,570	1,322	-	590	6,027	8,374	6,420	1,225	$ 41,569		$ 35,534
Supplies and Other Expenses	30,628	33,532	58,490	41,652	37,495	33,633	26,293	23,074	23,704	24,056	20,888	19,020	$ 372,566		$ 476,133
Rent Expense	9,372	25,244	20,178	22,106	19,890	21,779	22,462	21,135	20,851	20,819	20,850	23,909	$ 248,597		$ 270,185
Telephone and Utility Expense	65,709	50,707	29,035	65,051	44,962	48,471	42,966	37,982	39,998	45,698	29,981	40,511	$ 541,071	*Voided AT&T invoices in November*	$ 559,171
Repair and Maintenance	27,331	8,702	856	22,587	(901)	9,681	15,462	22,219	4,284	11,844	(4,656)	22,037	$ 139,545		$ 227,384
Service Contracts	40,479	32,939	45,508	55,441	45,138	55,489	42,170	46,747	41,198	32,133	163,897	93,431	$ 694,572		$ 648,496
Bank Charges	4,982	3,765	5,821	2,285	5,207	6,519	8,159	5,813	7,574	7,887	8,298	9,386	$ 75,494		$ 70,408
Dues and Subscriptions	758	3,096	6,082	1,514	5,055	6,066	3,220	2,733	1,416	701	1,139	3,834	$ 35,614		$ 29,540
Equipment Rent	10,747	22,232	22,671	22,232	22,232	22,232	26,800	22,232	22,232	20,555	19,102	11,302	$ 244,566		$ 401,248
Tax & Licenses	7,575	1,006	14,110	816	1,365	1,496	4,626	1,492	2,256	31,992	1,006	67,807	$ 135,547	*Real and Personal property taxes*	$ 120,105
Insurance	22,846	20,321	22,530	33,440	15,137	15,141	15,137	15,378	15,378	5,703	17,475	19,836	$ 218,324		$ 278,728
Miscellaneous	-	(1,661)	-	2,201	15	-	-	-	-	75	-	101	$ 730		$ 13,471
Total SG&A Expenses	1,555,743	1,515,624	1,608,069	1,690,951	1,627,737	1,668,066	1,705,320	1,566,993	1,564,856	1,611,544	1,692,633	1,716,463	$ 19,483,996		$ 19,570,155
EBITD	(258,877)	(951,173)	(351,683)	(196,479)	(2,319,384)	(179,613)	(985,505)	(510,996)	18,286	(243,879)	(730,373)	(871,654)	$ (7,581,330)		$ (5,832,839)
Interest and Penalties	48,204	40,845	47,011	44,242	43,657	41,956	49,264	43,986	41,686	51,862	36,456	55,954	$ 547,123	*IRS 2nd quarter filing penalties*	$ 637,761
Depreciation	55,444	70,290	70,290	70,180	84,548	70,310	72,455	72,892	72,892	72,892	73,138	73,875	$ 859,205		$ 600,124
EBIT	(362,524)	(1,062,308)	(468,983)	(310,901)	(2,447,589)	(291,879)	(1,107,223)	(627,874)	(96,292)	(368,634)	(841,967)	(1,001,482)	$ (8,987,657)		(7,070,724)
Income Tax Expense	-	-	-	-	-	-	-	-	9,657	-	(150)	-	$ 9,507		$ 37,149
Net Income	(362,524)	(1,062,308)	(468,983)	(310,901)	(2,447,589)	(291,879)	(1,107,223)	(627,874)	(105,949)	(368,634)	(841,817)	(1,001,482)	$ (8,997,164)		$ (7,107,873)
													0		

Pioneer Health Services, Inc.
Statement of Stockholder's Equity
December 31, 2015

	Current Month Dec 2015	Current Year End Dec 2015	Prior Year End Dec 2014
Beginning Stockholder's Equity	$ (4,195,360)	$ 3,927,262	$ 7,305,207
Stockholder Withdrawals	126,939	-	
Net Income	(1,001,482)	(8,997,164)	(3,377,946)
Ending Stockholder's Equity	$ (5,069,903)	$ (5,069,903)	$ 3,927,261
	-	0	(1)

Pioneer Health Services, Inc.
Statement of Cashflows
December 31, 2015

	Current Month Dec 2015	Prior Month Nov 2015	Current Year to Date Dec 2015
Net Income	$ (1,001,482)	$ (841,817)	$ (8,997,164)
Operations:			
Depreciation Expense	73,875	73,138	859,205
Bad Debt (1)	-	-	-
Change in Trade Accounts Receivable (1)	409,853	(839,508)	(196,792)
Change in Other Current Assets (2)	(647,287)	(398,681)	(2,757,798)
Change in Current Liabilities (3)	395,012	509,788	3,581,987
Cash provided from Operations	(770,029)	(1,497,080)	(7,510,562)
Financing Activities:			
Change in Notes Receivable	826,774	1,518,627	9,194,494
Change in Notes Payable (4)	(57,076)	(78,473)	(1,516,087)
Acquisition of PP&E	(6,337)	(56)	(51,457)
Stockholder Distributions	126,939	(8,500)	-
Cash Provided Erom Financing Activities	890,300	1,431,598	7,626,950
Net Change in Cash	120,271	(65,481)	116,387
Beginning Cash Balance	485,824	551,305	489,708
Ending Cash Balance	606,095	485,824	606,095
	-	(0)	(0)
Notes:			
(1) Net change in Accounts Receivable	409,853	(839,508)	(196,792)
	-	-	-
(2) Other Accounts Receivable	(227,094)	18,767	(226,690)
Prepaid Expenses	(1,117)	5,382	(5,865)
Inventory	-	-	-
Intercompany Accounts Receivable	(419,076)	(422,830)	(2,525,243)
	(647,287)	(398,681)	(2,757,798)
	0	(0)	-
(3) Trade Accounts Payable	176,871	372,822	2,176,118
Intercompany Payable	-	-	-
Payroll/Vacation Accrual	83,383	56,590	124,499
Payroll Tax Payable	46,042	168,356	465,186
Accrued Interest Payable	235	(630)	(2,288)
Income Tax Payable			

Other Accounts Payable	88,481	(87,349)	818,472
	395,012	509,788	3,581,987
	0	(0)	-
(4) Notes Payable:			
Intercompany	-	-	-
Third Party	(57,076)	(78,473)	(1,516,087)
	(57,076)	(78,473)	(1,516,087)
	-	-	-

Pioneer Health Services, Inc.
Total - Variance Explanation
December 31, 2015

	Current Month			Year-to-Date		
	Variance	%	Explanation	Variance	%	Explanation
REVENUE						
MANAGEMENT AND CONSULTING FEES	(74,886)	-4.65%		729,402	3.76%	
MISC	(173,437)	33.57%		(3,668,215)	80.46%	
TOTAL REVENUE	(248,323)	100.00%		(2,938,813)	100.00%	
SALARY EXP						
SALARY AND WAGES	(82,056)	-8.02%	FTEs; Other employees working for more than budgeted; STO payouts	(1,437,771)	-12.38%	OK
SALARIES BONUS	13,015	100.00%	No bonuses	(71,271)	-45.63%	Executive bonuses not budgeted
FICA EXPENSE	7,638	9.86%		(75,232)	-8.56%	Varies with salaries
	(61,404)	24.52%		(1,584,273)	66.92%	
RELATED EXP						
GROUP HEALTH INSURANCE	(63,866)	-116.79%	Difference in bill and withholding	(334,994)	-49.91%	Difference in bill and withholding
RETIREMENT MATCH	(324)	-100.00%	OK	(618)	-100.00%	OK
EMPLOYEE EDUCATION	(10,154)	-313.99%	Flight simulation training for Frank Folwer $9,615	(7,633)	-19.67%	Flight simulation training for Frank Folwer $9,615
EMPLOYEE RELATIONS	2,544	100.00%	Budget is averaged	21,487	70.38%	OK
PHYSICIAN RECRUITMENT	208	100.00%	OK	2,478	99.20%	OK
NON-PATIENT LICENSES & FEES	2,670	95.53%	Budget based on prior year average	(5,624)	-16.77%	Budget based on prior year average
SALES TAX	(64,182)	-1833.78%	Personal and Real property taxes	(54,389)	-129.50%	Personal and Real property taxes
NON-PATIENT PROFESSIONAL FEES	14,050	38.78%	Voided Baker Donelson invoice from prior periods. Should have gone to Lackey	(217,643)	-47.81%	Dan Johnson recruiting fees $20k, Teresa Davis placement fee $22k, Audit fees $14,891; Stroudwater fees not budgeted; Excite Health partners fee for Walker in March; Burgess Group fees; Viki Mosely staffing fees for accounting dept
NON-PATIENT CONTRACT LABOR	(9,707)	-88.72%	Accrued Nov and Dec Alphan One Aviation to catch up YTD	(69,088)	-52.62%	Don Paul not budgeted; Alpha One budget averaged
VECHICLE FUEL	3,664	30.85%	Budget based on prior year average	83,433	58.53%	Budget based on prior year average
TRAVEL & MILEAGE	(12,928)	-61.62%	Joe Expense report - West Point; Frank expense report not budgeted	(178,419)	-70.86%	Marketing travel expenses not budgeted; Moving expenses for executive dept and trip to ECW conference in Nashville
NON-PAT TRAVEL & MILEAGE	-	0.00%	Budget averaged	(10,111)	-100.00%	Howard Memorial budget averaged
BUSINESS MEALS & ENTERTAINMENT	(7,663)	-167.63%	Corporate Christmas party; Catering at USM game	(16,137)	-29.42%	OK
MARKETING & ADVERTISING	1,473	54.60%	Door prizes for Christmas party	(9,188)	-28.38%	Micro printing and blueprint booklets $648; Our South advertising 20147 $1,600; Registration and exhibition fee for MS Academy $1,400; Monster job advertisements not budgeted; Hattiesburg American ads
NON-PATIENT DEPARTMENT SUPPLIES	19,900	59.01%	Budget is averaged	101,445	25.07%	Venture Technologies servers and notebooks
FREIGHT / POSTAGE	1,169	18.35%	OK	7,057	9.23%	Demand and inventory related
BUILDING LEASE/RENT	(3,884)	-19.40%	American Acquire rent not budgeted	(8,297)	-3.45%	American Acquire rent in Marketing not budgeted
UTILITIES	2,162	10.24%	Budget is averaged	(7,366)	-2.91%	Budget is averaged
TELEPHONE	5,096	19.11%	Budget is averaged	39,513	12.35%	OK
NON-PATIENT REPAIRS & MAINT	186	0.84%	OK	127,121	47.67%	Less repairs for the year
NON-PATIENT OUTSIDE SERVICES	(54,383)	-139.27%	Healthcare Coding for Riverside not budgeted $19,307; Additional CID expenses for Relay Health	(225,996)	-48.23%	McKesson expenses in IT
BANK & CREDIT CARD FEES	(9,386)	-100.00%	Not budgeted	(75,494)	-100.00%	Not budgeted
DUES & SUBSCRIPTIONS	(1,605)	-71.99%	OK	(3,891)	-12.27%	Budget based on prior year average
NON-PATIENT EQUIPMENT RENTAL	7,800	40.84%	Simpson County lease lower due to sale of aircraft	12,828	4.98%	OK
WORKERS COMP INSURANCE	2,504	11.21%	Budget is averaged	49,756	18.56%	Budget based on prior year average
AIRPLANE EXPENSE	-	0.00%	Less expenses	1,661	-100.00%	Adjustment to true up airplane AP balance in March. $550 budgeted in HIM per month, no actual
NON-PATIENT OTHER EXPENSES	(2)	-1.85%	Alcohol - Joe expense report	(1,203)	-101.30%	Non-allowable business meal expenses
CONTRIBUTIONS	185	100.00%		2,221	100.00%	
DEPRECIATION	(3,969)	-5.68%	OK	(18,804)	-2.24%	OK
INTEREST	(14,855)	-36.15%	IRS penalties for 2nd quarter	(28,080)	-5.42%	OK

PENALTIES	-	0.00%	OK	(840)	-100.00% IRS penalties
STATE INCOME TAX EXPENSE	4,252	100.00%		41,512	81.37%
TOTAL EXPENSE	(250,450)	-15.69%		(2,367,576)	-12.78%
NET INCOME	(498,773.04)	99.22%		(5,306,389.12)	143.77%
	-			-	

Pioneer Health Services, Inc.
Total
December 31, 2015

	Current Month						Year-to-Date					
	Actual	%	Budget	%	$ Var	% Var	Actual	%	Budget	%	$ Var	% Var
REVENUE												
MANAGEMENT AND CONSULTING FEES	1,534,916	181.69%	1,609,803	147.27%	(74,886)	-4.7%	20,130,025	169.1%	$ 19,400,623	130.7%	729,402	3.8%
MISC	(690,108)	-81.69%	(516,671)	-47.27%	(173,437)	33.6%	(8,227,357)	-69.1%	$ (4,559,141)	-30.7%	(3,668,215)	80.5%
TOTAL REVENUE	844,809	100.00%	1,093,132	100.00%	(248,323)	-22.7%	11,902,669	100.0%	14,841,482	100.0%	(2,938,813)	-19.8%
SALARY EXP												
SALARY AND WAGES	1,104,780	59.84%	1,022,723	64.09%	(82,056)	-8.0%	13,047,978	62.43%	11,610,207	62.65%	(1,437,771)	-12.4%
SALARIES BONUS	-	0.00%	13,015	0.82%	13,015	100.0%	227,447	1.09%	156,176	0.84%	(71,271)	-45.6%
FICA EXPENSE	69,835	3.78%	77,473	4.85%	7,638	9.9%	954,383	4.57%	879,152	4.74%	(75,232)	-8.6%
	1,174,615	63.62%	1,113,211	69.76%	(61,404)	-5.5%	14,229,808	68.09%	12,645,535	68.24%	(1,584,273)	-12.5%
RELATED EXP												
GROUP HEALTH INSURANCE	118,552	6.42%	54,686	3.43%	(63,866)	-116.8%	1,006,179	4.81%	671,185	3.62%	(334,994)	-49.9%
RETIREMENT MATCH	324	0.02%	-	0.00%	(324)	-100.0%	618	0.00%	-	0.00%	(618)	-100.0%
EMPLOYEE EDUCATION	13,388	0.73%	3,234	0.20%	(10,154)	-314.0%	46,439	0.22%	38,806	0.21%	(7,633)	-19.7%
EMPLOYEE RELATIONS	-	0.00%	2,544	0.16%	2,544	100.0%	9,042	0.04%	30,529	0.16%	21,487	70.4%
PHYSICIAN RECRUITMENT	-	0.00%	208	0.01%	208	100.0%	20	0.00%	2,498	0.01%	2,478	99.2%
NON-PATIENT LICENSES & FEES	125	0.01%	2,795	0.18%	2,670	95.5%	39,159	0.19%	33,534	0.18%	(5,624)	-16.8%
SALES TAX	67,682	3.67%	3,500	0.22%	(64,182)	-1833.8%	96,389	0.46%	42,000	0.23%	(54,389)	-129.5%
NON-PATIENT PROFESSIONAL FEES	22,180	1.20%	36,230	2.27%	14,050	38.8%	672,903	3.22%	455,260	2.46%	(217,643)	-47.8%
NON-PATIENT CONTRACT LABOR	20,647	1.12%	10,941	0.69%	(9,707)	-88.7%	200,374	0.96%	131,286	0.71%	(69,088)	-52.6%
VECHICLE FUEL	8,215	0.44%	11,880	0.74%	3,664	30.8%	59,124	0.28%	142,557	0.77%	83,433	58.5%
TRAVEL & MILEAGE	33,910	1.84%	20,981	1.31%	(12,928)	-61.6%	430,192	2.06%	251,773	1.36%	(178,419)	-70.9%
NON-PAT TRAVEL & MILEAGE	-	0.00%	-	0.00%	-	0.0%	10,111	0.05%	-	0.00%	(10,111)	-100.0%
BUSINESS MEALS & ENTERTAINMENT	12,235	0.66%	4,571	0.29%	(7,663)	-167.6%	70,994	0.34%	54,857	0.30%	(16,137)	-29.4%
MARKETING & ADVERTISING	1,225	0.07%	2,698	0.17%	1,473	54.6%	41,569	0.20%	32,380	0.17%	(9,188)	-28.4%
NON-PATIENT DEPARTMENT SUPPLIES	13,820	0.75%	33,720	2.11%	19,900	59.0%	303,193	1.45%	404,638	2.18%	101,445	25.1%
FREIGHT / POSTAGE	5,200	0.28%	6,369	0.40%	1,169	18.4%	69,373	0.33%	76,429	0.41%	7,057	9.2%
BUILDING LEASE/RENT	23,909	1.29%	20,025	1.25%	(3,884)	-19.4%	248,597	1.19%	240,300	1.30%	(8,297)	-3.5%
UTILITIES	18,946	1.03%	21,108	1.32%	2,162	10.2%	260,664	1.25%	253,299	1.37%	(7,366)	-2.9%
TELEPHONE	21,564	1.17%	26,660	1.67%	5,096	19.1%	280,407	1.34%	319,920	1.73%	39,513	12.4%
NON-PATIENT REPAIRS & MAINT	22,037	1.19%	22,222	1.39%	186	0.8%	139,545	0.67%	266,666	1.44%	127,121	47.7%
NON-PATIENT OUTSIDE SERVICES	93,431	5.06%	39,048	2.45%	(54,383)	-139.3%	694,572	3.32%	468,576	2.53%	(225,996)	-48.2%
BANK & CREDIT CARD FEES	9,386	0.51%	-	0.00%	(9,386)	-100.0%	75,494	0.36%	-	0.00%	(75,494)	-100.0%
DUES & SUBSCRIPTIONS	3,834	0.21%	2,229	0.14%	(1,605)	-72.0%	35,614	0.17%	31,723	0.17%	(3,891)	-12.3%
NON-PATIENT EQUIPMENT RENTAL	11,302	0.61%	19,102	1.20%	7,800	40.8%	244,566	1.17%	257,394	1.39%	12,828	5.0%
WORKERS COMP INSURANCE	19,836	1.07%	22,340	1.40%	2,504	11.2%	218,324	1.04%	268,080	1.45%	49,756	18.6%
AIRPLANE EXPENSE	-	0.00%	-	0.00%	-	0.0%	(1,661)	-0.01%	-	0.00%	1,661	-100.0%
NON-PATIENT OTHER EXPENSES	101	0.01%	99	0.01%	(2)	-1.8%	2,391	0.01%	1,188	0.01%	(1,203)	-101.3%
CONTRIBUTIONS	-	0.00%	185	0.01%	185	100.0%	-	0.00%	2,221	0.01%	2,221	100.0%
DEPRECIATION	73,875	4.00%	69,905	4.38%	(3,969)	-5.7%	859,205	4.11%	840,400	4.53%	(18,804)	-2.2%
INTEREST	55,954	3.03%	41,098	2.58%	(14,855)	-36.1%	546,283	2.61%	518,203	2.80%	(28,080)	-5.4%
PENALTIES	-	0.00%	-	0.00%	-	0.0%	840	0.00%	-	0.00%	(840)	-100.0%
STATE INCOME TAX EXPENSE	-	0.00%	4,252	0.27%	4,252	100.0%	9,507	0.05%	51,019	0.28%	41,512	81.4%
TOTAL EXPENSE	1,846,291	100.00%	1,595,841	100.00%	(250,450)	-15.7%	20,899,833	100.00%	18,532,257	100.00%	(2,367,576)	-12.8%
NET INCOME	(1,001,482)	-118.55%	(502,709)	-45.99%	(498,773)	99.2%	(8,997,164)	-75.59%	(3,690,775)	-24.87%	(5,306,389)	143.8%

Pioneer Health Services, Inc.
Department Variance
December 31, 2015

Department: PHS - 9500 - PHS HOME OFFICE
Period: Dec

	Current Month			Year-to-Date	
	$ Var	% Var	Comment	$ Var	% Var
REVENUE					
INPATIENT REVENUE	$ -	0.0%		$ -	0.0%
OUTPATIENT REVENUE	-	0.0%		-	0.0%
CLINIC REVENUE	-	0.0%		-	0.0%
NURSING HOME	-	0.0%		-	0.0%
MANAGEMENT AND CONSULTING FEES	(89,554)	-12.9%		(518,215)	-6.2%
FITNESS CENTER	-	0.0%		-	0.0%
REHAB THERAPY REVENUE	-	0.0%		-	0.0%
HOSPITAL THERAPY REVENUE	-	0.0%		-	0.0%
LEASE REVENUE	-	0.0%		-	0.0%
HOSPITAL	-	0.0%		-	0.0%
BUSINESS	-	0.0%		-	0.0%
PROVIDER	-	0.0%		-	0.0%
MISCELLANEOUS INCOME	(204,002)	39.4%		(3,743,821)	82.0%
CONTRACTUAL ALLOWANCES	-	0.0%		-	0.0%
BAD DEBT	-	0.0%		-	0.0%
TOTAL REVENUE	(293,556)	100.0%		(4,262,036)	100.0%
SALARY EXP					
SALARIES OTHER	-	0.00%		(10)	100.00%
SALARIES PHYSICIANS	-	0.00%		-	0.00%
SALARIES RN	-	0.00%		-	0.00%
SALARIES LPN	-	0.00%		-	0.00%
SALARIES NA	-	0.00%		-	0.00%
SALARIES BONUS	-	0.00%		-	0.00%
SALARIES ADD PAY PHYSICIAN	-	0.00%		-	0.00%
SALARIES ADD PAY OTHER	-	0.00%		-	0.00%
FICA EXPENSE	1,172	100.00%	FUTA and SUTA expenses not broken out by department in PHS; all hitting Home Office - should change this in payroll	50,563	100.00%
RELATED EXP					
LIFE & DISABILITY INSURANCE	-	0.00%		-	0.00%
GROUP HEALTH INSURANCE	55,654	100.00%	Health insurance timing difference	243,128	100.00%
RETIREMENT MATCH	324	100.00%		290	100.00%
EMPLOYEE EDUCATION	(1,497)	-100.00%		(11,108)	-61.84%
EMPLOYEE RELATIONS	(1,905)	-100.00%		(18,163)	-79.45%
PHYSICIAN RECRUITMENT	-	0.00%		-	0.00%

PURCHASE DISCOUNT	-	0.00%		-	0.00%
PHYSICIAN RECRUITMENT	(208)	-100.00%		(2,478)	-99.20%
UNEMPLOYMENT INSURANCE	-	0.00%		-	0.00%
BED TAX ASSESSMENT	-	0.00%		-	0.00%
PATIENT CARE PROPERTY TAX	-	0.00%		-	0.00%
PATIENT CARE LICENSES & FEES	-	0.00%		-	0.00%
NON-PATIENT PROPERTY TAX	-	0.00%		-	0.00%
NON-PATIENT LICENSES & FEES	(2,428)	-95.10%	Budget based on prior year average	6,565	21.43%
SALES TAX	28,812	823.21%	Personal and Real Property Taxes	16,010	38.12%
PROVIDERS FEES	-	0.00%		-	0.00%
PAYROLL PROCESSING	-	0.00%		-	0.00%
PATIENT CARE CONTRACT LABOR	-	0.00%		-	0.00%
PATIENT CARE PROFESSIONAL FEES	-	0.00%		-	0.00%
PHYSICIAN FEES	-	0.00%		-	0.00%
NON-PATIENT PROFESSIONAL FEES	(27,190)	-178.53%		(25,842)	-12.71%
NON-PATIENT CONTRACT LABOR	(2,296)	-93.05%	Joe expense report	(7,785)	-26.29%
COLLECTION SERVICES FEES	-	0.00%		-	0.00%
REVENUE MANAGEMENT FEES	-	0.00%		-	0.00%
BILLING & COLLECTION MGT FEES	-	0.00%		-	0.00%
VECHICLE FUEL	(262)	-100.00%		(2,919)	-93.01%
TRAVEL & MILEAGE	-	0.00%		40,067	100.00%
NON-PAT TRAVEL & MILEAGE	-	0.00%		-	0.00%
OPERATING FUEL	-	0.00%		-	0.00%
BUSINESS MEALS & ENTERTAINMENT	4,093	1005.98%	Corporate Christmas party	6,401	131.09%
MARKETING & ADVERTISING	(730)	-42.19%	Door prizes for Christmas party	8,949	43.11%
PATIENT CARE MEDICAL SUPPLIES	-	0.00%		-	0.00%
DRUGS	-	0.00%		-	0.00%
BLOOD & PLATELETS	-	0.00%		-	0.00%
OXYGEN & GASES	-	0.00%		-	0.00%
PATIENT CARE DEPARTMENTS SUPPLIE	-	0.00%		-	0.00%
RADIOLOGY FILM	-	0.00%		-	0.00%
UPL ASSESSMENT EXPENSE	-	0.00%		-	0.00%
NUCLEAR SCANS	-	0.00%		-	0.00%
ULTRASOUNDS	-	0.00%		-	0.00%
CT	-	0.00%		-	0.00%
MRI	-	0.00%		-	0.00%
SONOGRAMS	-	0.00%		-	0.00%
PATIENT CARE MINOR EQUIPMENT	-	0.00%		-	0.00%
PATIENT CARE OTHER EXPENSES	-	0.00%		-	0.00%
NON-PATIENT MINOR EQUIPMENT	-	0.00%		-	0.00%
FOOD & SUPPLEMENTS	-	0.00%		-	0.00%
GLASSWARE & ETC	-	0.00%		-	0.00%
NON-PATIENT DEPARTMENT SUPPLIES	(6,936)	-56.75%	Less expenses	(39,208)	-26.73%
LINEN & BEDDING SUPPLIES	-	0.00%		-	0.00%
FREIGHT / POSTAGE	(1,179)	-42.13%	Budget is averaged	(12,973)	-38.63%
BUILDING LEASE/RENT	(2,953)	-16.37%		(72,448)	-33.46%

UTILITIES	(1,939)	-17.21%	Budget is averaged	(2,277)	-1.68%
TELEPHONE	(7,368)	-30.84%	Budget is averaged - several invoices moved to other depts	(54,234)	-18.92%
PATIENT CARE REPAIRS & MAINT	-	0.00%		-	0.00%
NON-PATIENT REPAIRS & MAINT	(1,537)	-100.00%	Less expenses	(5,543)	-30.06%
PATIENT CARE OUTSIDE SERVICES	-	0.00%		-	0.00%
NON-PATIENT OUTSIDE SERVICES	(3,956)	-35.97%	Budget averaged - several invoices moved to maintenance dept	22,567	17.10%
BANK & CREDIT CARD FEES	8,991	100.00%		78,878	100.00%
DUES & SUBSCRIPTIONS	(2,500)	-121.95%	Budget averaged - moving expenses into other depts	(8,843)	-35.95%
PATIENT CARE EQUIPMENT RENTAL	-	0.00%		-	0.00%
NON-PATIENT EQUIPMENT RENTAL	(0)	-0.42%		(1,898)	-155.06%
WORKERS COMP INSURANCE	1,149	20.17%		(2,903)	-4.25%
INSURANCE & BONDING	-	0.00%		-	0.00%
PROPERTY & COMM INSURANCE	-	0.00%		-	0.00%
PROFESSIONAL LIABILITY INSURANCE	-	0.00%		-	0.00%
AIRPLANE EXPENSE	-	0.00%		1,529	100.00%
NON-PATIENT OTHER EXPENSES	(71)	-100.00%		(774)	-91.16%
CONTRIBUTIONS	-	0.00%		-	0.00%
DEPRECIATION	3,969	5.68%		18,804	2.24%
AMORTIZATION	-	0.00%		-	0.00%
INTEREST	14,727	35.83%		27,899	5.38%
PENALTIES	-	*0.00%*		840	100.00%
STATE INCOME TAX EXPENSE	(4,252)	-100.00%		(41,512)	-81.37%
NON-RECURRING DEFERRED TAX EXPEI	-	0.00%		-	0.00%
NON-ALLOW TRAVEL AND MILEAGE	-	0.00%		-	0.00%
TOTAL EXPENSE	68,382	21.26%		258,277	7.42%
NET INCOME	(225,174)	428.38%		(4,003,759)	-103.43%
	18,696			46,703	
STAT					
	-	0.00%		-	0.00%
	-	0.00%		-	0.00%
	-	0.00%		-	0.00%
	-	0.00%		-	0.00%
	-	0.00%		-	0.00%
TOTAL PRIMARY STATS	-	0.00%		-	0.00%
FTEs					
PRODUCTIVE	-	0.00%		-	0.00%
NON-PRODUCTIVE	-	0.00%		-	0.00%
CONTRACT LABOR	-	0.00%		-	0.00%
TOTAL FTEs	-	0.00%		-	0.00%

REVENUE	#DIV/0!
EXPENSES	#DIV/0!
NET INCOME	#DIV/0!

#DIV/0!
#DIV/0!
#DIV/0!

Pioneer Health Services, Inc.
Total
December 31, 2015

Period:

Department: PHS - 9500 - PHS HOME OFFICE

	Current Month of Dec						Year-to-Date Dec					
	Actual	%	Budget	%	$ Var	% Var	Actual	%	Budget	%	$ Var	% Var
REVENUE												
INPATIENT REVENUE	$ -	0.00%	$ -	0.00%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
OUTPATIENT REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
CLINIC REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
NURSING HOME	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
MANAGEMENT AND CONSULTING FEES	604,401	-517.49%	693,955	392.60%	(89,554)	-12.9%	7,892,239	-1892.5%	8,410,454	218.7%	(518,215)	-6.2%
FITNESS CENTER	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
REHAB THERAPY REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
HOSPITAL THERAPY REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
LEASE REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
HOSPITAL	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
BUSINESS	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
PROVIDER	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
MISCELLANEOUS INCOME	(721,197)	617.49%	(517,195)	-292.60%	(204,002)	39.4%	(8,309,256)	1992.5%	(4,565,435)	-118.7%	(3,743,821)	82.0%
CONTRACTUAL ALLOWANCES	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
BAD DEBT	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
TOTAL REVENUE	(116,796)	100.00%	176,760	100.00%	(293,556)	-166.1%	(417,017)	100.0%	3,845,019	100.0%	(4,262,036)	-110.8%
SALARY EXP												
SALARIES OTHER	-	0.00%	-	0.00%	-	0.0%	(10)	0.00%	-	0.00%	(10)	100.0%
SALARIES PHYSICIANS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES RN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES LPN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES NA	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES BONUS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES ADD PAY PHYSICIAN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES ADD PAY OTHER	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FICA EXPENSE	1,172	0.41%	-	0.00%	1,172	100.0%	50,563	1.65%	-	0.00%	50,563	100.0%
RELATED EXP												
LIFE & DISABILITY INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
GROUP HEALTH INSURANCE	55,654	19.64%	-	0.00%	55,654	100.0%	243,128	7.94%	-	0.00%	243,128	100.0%
RETIREMENT MATCH	324	0.11%	-	0.00%	324	100.0%	290	0.01%	-	0.00%	290	100.0%
EMPLOYEE EDUCATION	-	0.00%	1,497	0.64%	(1,497)	-100.0%	6,855	0.22%	17,963	0.63%	(11,108)	-61.8%
EMPLOYEE RELATIONS	-	0.00%	1,905	0.82%	(1,905)	-100.0%	4,697	0.15%	22,860	0.80%	(18,163)	-79.5%
PHYSICIAN RECRUITMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PURCHASE DISCOUNT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PHYSICIAN RECRUITMENT	-	0.00%	208	0.09%	(208)	-100.0%	20	0.00%	2,498	0.09%	(2,478)	-99.2%
UNEMPLOYMENT INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BED TAX ASSESSMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE PROPERTY TAX	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE LICENSES & FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT PROPERTY TAX	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT LICENSES & FEES	125	0.04%	2,553	1.09%	(2,428)	-95.1%	37,201	1.21%	30,636	1.07%	6,565	21.4%
SALES TAX	32,312	11.40%	3,500	1.50%	28,812	823.2%	58,010	1.89%	42,000	1.47%	16,010	38.1%
PROVIDERS FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PAYROLL PROCESSING	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE PROFESSIONAL FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PHYSICIAN FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT PROFESSIONAL FEES	(11,960)	-4.22%	15,230	6.52%	(27,190)	-178.5%	177,418	5.79%	203,260	7.13%	(25,842)	-12.7%
NON-PATIENT CONTRACT LABOR	172	0.06%	2,468	1.06%	(2,296)	-93.0%	21,828	0.71%	29,613	1.04%	(7,785)	-26.3%
COLLECTION SERVICES FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
REVENUE MANAGEMENT FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BILLING & COLLECTION MGT FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
VECHICLE FUEL	-	0.00%	262	0.11%	(262)	-100.0%	219	0.01%	3,138	0.11%	(2,919)	-93.0%
TRAVEL & MILEAGE	-	0.00%	-	0.00%	-	0.0%	40,067	1.31%	-	0.00%	40,067	100.0%
NON-PAT TRAVEL & MILEAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
OPERATING FUEL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BUSINESS MEALS & ENTERTAINMENT	4,500	1.59%	407	0.17%	4,093	1006.0%	11,283	0.37%	4,883	0.17%	6,401	131.1%
MARKETING & ADVERTISING	1,000	0.35%	1,730	0.74%	(730)	-42.2%	29,707	0.97%	20,758	0.73%	8,949	43.1%
PATIENT CARE MEDICAL SUPPLIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
DRUGS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%

BLOOD & PLATELETS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
OXYGEN & GASES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE DEPARTMENTS SUPPLIE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
RADIOLOGY FILM	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
UPL ASSESSMENT EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NUCLEAR SCANS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
ULTRASOUNDS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
CT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
MRI	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SONOGRAMS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE MINOR EQUIPMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE OTHER EXPENSES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT MINOR EQUIPMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FOOD & SUPPLEMENTS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
GLASSWARE & ETC	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT DEPARTMENT SUPPLIES	5,287	1.87%	12,223	5.23%	(6,936)	-56.7%	107,462	3.51%	146,670	5.14%	(39,208)	-26.7%
LINEN & BEDDING SUPPLIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FREIGHT / POSTAGE	1,620	0.57%	2,799	1.20%	(1,179)	-42.1%	20,612	0.67%	33,585	1.18%	(12,973)	-38.6%
BUILDING LEASE/RENT	15,090	5.33%	18,043	7.72%	(2,953)	-16.4%	144,068	4.70%	216,516	7.59%	(72,448)	-33.5%
UTILITIES	9,327	3.29%	11,266	4.82%	(1,939)	-17.2%	132,914	4.34%	135,190	4.74%	(2,277)	-1.7%
TELEPHONE	16,523	5.83%	23,891	10.22%	(7,368)	-30.8%	232,456	7.59%	286,690	10.05%	(54,234)	-18.9%
PATIENT CARE REPAIRS & MAINT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT REPAIRS & MAINT	-	0.00%	1,537	0.66%	(1,537)	-100.0%	12,897	0.42%	18,440	0.65%	(5,543)	-30.1%
PATIENT CARE OUTSIDE SERVICES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT OUTSIDE SERVICES	7,043	2.49%	10,999	4.71%	(3,956)	-36.0%	154,555	5.05%	131,988	4.63%	22,567	17.1%
BANK & CREDIT CARD FEES	8,991	3.17%	-	0.00%	8,991	100.0%	78,878	2.58%	-	0.00%	78,878	100.0%
DUES & SUBSCRIPTIONS	(450)	-0.16%	2,050	0.88%	(2,500)	-122.0%	15,757	0.51%	24,600	0.86%	(8,843)	-35.9%
PATIENT CARE EQUIPMENT RENTAL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT EQUIPMENT RENTAL	102	0.04%	102	0.04%	(0)	-0.4%	(674)	-0.02%	1,224	0.04%	(1,898)	-155.1%
WORKERS COMP INSURANCE	6,844	2.42%	5,695	2.44%	1,149	20.2%	65,437	2.14%	68,340	2.40%	(2,903)	-4.2%
INSURANCE & BONDING	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROPERTY & COMM INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROFESSIONAL LIABILITY INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
AIRPLANE EXPENSE	-	0.00%	-	0.00%	-	0.0%	1,529	0.05%	-	0.00%	1,529	100.0%
NON-PATIENT OTHER EXPENSES	-	0.00%	71	0.03%	(71)	-100.0%	75	0.00%	849	0.03%	(774)	-91.2%
CONTRIBUTIONS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
DEPRECIATION	73,875	26.07%	69,905	29.91%	3,969	5.7%	859,205	28.05%	840,400	29.47%	18,804	2.2%
AMORTIZATION	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST EXPENSE	55,825	19.70%	41,098	17.59%	14,727	35.8%	546,102	17.83%	518,203	18.17%	27,899	5.4%
INTEREST RELATED PARTIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST - TRISPAN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST	55,825	19.70%	41,098	17.59%	14,727	35.8%	546,102	17.83%	518,203	18.17%	27,899	5.4%
PENALTIES	-	0.00%	-	0.00%	-	0.0%	840	0.03%	-	0.00%	840	100.0%
STATE INCOME TAX EXPENSE	-	0.00%	4,252	1.82%	(4,252)	-100.0%	9,507	0.31%	51,019	1.79%	(41,512)	-81.4%
NON-RECURRING DEFERRED TAX EXPE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-ALLOW TRAVEL AND MILEAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL EXPENSE	283,375	100.00%	233,689	100.00%	49,686	21.3%	3,062,898	100.00%	2,851,324	100.00%	211,574	7.4%
NET INCOME	(400,170)	342.62%	(56,929)	-32.21%	(243,870)	428.4%	(3,479,915)	834.48%	993,695	25.84%	(4,050,462)	(1)
STAT												
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL PRIMARY STATS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FTEs												
PRODUCTIVE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PRODUCTIVE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL FTEs	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%

REVENUE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
EXPENSES	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
NET INCOME	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Control Panel

General Information

IDEA Budget Solution Template Type	Board Packet
Current Month Display	December 31, 2015
Current Period	Dec
Organization Name	Pioneer Health System
Packet Title	Financial Package
Fiscal Year Start Month	Jan
Current Fiscal Year End Date	12/31/2015
Global Stats Department - JCL	99999
Global Stats Department - SHC	9999

Data Sets Titles	Full	Short	Annual FTE Hours	Use In Report?
Current Year Actual	Actual 2015	2015	2080	Yes
Current Year Budget	Budget 2015	2015	2080	Yes
Prior Year Actual	Actual 2014	2014	2080	Yes
Prior Year 2 Actual	Actual 2013	2013	2080	No
Prior Year 3 Actual	Actual 2012	2012	2080	No
Prior Year 4 Actual	Actual 2011	2011	2080	No
Prior Year 5 Actual	Actual 2010	2010	2080	No

IS Trend Variance Thresholds	
Dollar Threshold	$10,000.00
Percent Threshold	10%

Pioneer Health Services, Inc.

Financial Package

December 31, 2016

Pioneer Health Services, Inc.
Statement of Financial Condition
December 31, 2016

	Current Month Dec 2016	Prior Month Nov 2016	Prior Year End Dec 2015		
Current Assets:					
Cash and Cash Equivalents	$ 715,111	$ 792,346	$ 606,095	(77,234)	-10%
Trade Accounts Receivable	1,013,020	941,647	$ 961,041	71,373	8%
Net Trade Accounts Receivable	1,013,020	941,647	961,041	71,373	8%
Affiliates Accounts Receivable	10,267,428	10,670,210	$ 9,356,210	(402,782)	-4%
Affiliated Accrued Interest Receivable	367,579	361,933	$ 296,199	5,646	2%
Other Accounts Receivable	(61,248)	(255,534)	$ (181,552)	194,286	-76%
Accounts Receivable - Stockholder	211,690	211,690	$ 211,690	0	0%
Prepaid Expenses	(53,022)	(48,670)	$ 9,578	(4,351)	9%
Total Current Assets	12,460,557	12,673,621	11,259,260	(213,063)	-2%
Long-Term Assets:					
Investment	19,356	20,090	$ 20,017	(734)	-4%
Building and Land	10,107,425	10,107,425	$ 10,107,425	0	0%
Construction in Progress	-	-	$ 312,053	0	#DIV/0!
Software	75,489	75,489	$ 75,489	0	0%
Equipment	2,952,284	2,952,284	$ 2,640,232	0	0%
Automobiles	6,675	6,675	$ 6,675	0	0%
Leasehold Improvements	204,515	204,515	$ 204,515	0	0%
Accumulated Depreciation	(3,831,933)	(3,757,610)	$ (2,905,119)	(74,323)	2%
Net Property, Pland and Equipment	9,533,811	9,608,868	10,461,286	(75,057)	-1%
Affiliates Notes Receivable	2,252,837	2,252,837	$ 2,252,837	0	0%
Other Long Term Assets	(23,491,887)	(22,577,285)	$ (11,994,453)	(914,602)	4%
Total Assets	$ 755,317	$ 1,958,040	$ 11,978,929	(1,202,722)	-61%
Current Liabilities					
Trade Accounts Payable	4,680,367	5,005,368	$ 3,566,885	(325,001)	-6%

Other Accounts Payable	484,368	518,890	$ 1,127,491	(34,521)	-7%
Payroll and Vacation Payable	379,994	469,038	$ 1,191,422	(89,044)	-19%
Payroll Tax Payable	2,591,538	2,520,451	$ 2,380,112	71,087	3%
Accrued Interest	324,098	289,058	$ 23,003	35,040	12%
Current Portion of Notes Payable	1,345,257	1,271,970	$ 827,692	73,287	6%
Current Portion of Affiliate Notes Payable	-	-	$ -	0	#DIV/0!
Total Current Liabilities	9,805,623	10,074,774	9,116,605	(269,152)	-3%
Long - Term Liabilities					
Notes Payable	7,178,352	7,252,938	$ 7,932,228	(74,586)	-1%
Total Long - Term Liabilities	7,178,352	7,252,938	7,932,228	(74,586)	-1%
Total Liabilities	16,983,975	17,327,712	17,048,833	(343,738)	-2%
Stockholder's Equity					
Common Stock	1,000	1,000	$ 1,000	0	0%
Stockholder Withdrawals	(1,351,315)	(1,351,315)	$ (1,325,815)	0	0%
Retained Earnings	(3,745,088)	(3,745,088)	$ 5,252,077	0	0%
Net Income	(11,133,253)	(10,274,268)	$ (8,997,165)	(858,984)	8%
Total Stockholder's Equity	(16,228,656)	(15,369,672)	(5,069,903)	(858,984)	6%
Total Liabilities and Stockholder's Equity	755,318	1,958,041	11,978,929	(1,202,722)	-61%
	0.00	(0.00)	(0.00)		

Pioneer Health Services, Inc.
Statement of Operations
December 31, 2016

	Current Month				Year-to-Date				Prior Year Dec 2015	Prior Year Dec 2014	Prior Year Dec 2013	Prior Year Dec 2012	Prior Year Dec 2011
	Actual	Budget	$ Var	% Var	Actual	Budget	$ Var	% Var					
Revenue:													
Management and Consulting Fees	813,143	2,413,968	(1,600,825)	-66.3%	13,357,834	18,587,996	(4,730,162)	-25.4%	$ 20,130,025	$ 19,751,608	$ -	$ -	$ -
Gross Revenue	813,143	2,413,968	(1,600,825)	-66.3%	13,357,834	18,587,996	(4,730,162)	-25.4%	20,130,025	19,751,608	-	-	-
Net Patient Service Revenue	813,143	2,413,968	(1,600,825)	-66.3%	13,357,834	18,587,996	(4,730,162)	-25.4%	20,130,025	19,751,608	-	-	-
								0.0%					
Other Income:													
Miscellaneous Income	(664,672)	326,111	(990,783)	-303.8%	(10,511,154)	2,993,033	(13,504,187)	-451.2%	$ (8,227,357)	$ (6,014,292)	$ -	$ -	$ -
Total Income	148,471	2,740,079	(2,591,608)	-94.6%	3,346,679	21,581,028	(18,234,349)	-84.5%	11,902,668	13,737,316	-	-	-
Selling, General, and Administrative Expenses:													
Salary, Bonus and Payroll Taxes	720,651	1,238,647	517,995	41.8%	10,388,625	14,687,522	4,278,897	29.2%	15,235,987	14,789,514	-	-	-
Education and Employee Expense	240	7,134	6,894	96.6%	6,399	88,194	81,796	92.7%	$ 56,119	$ 311,181	$ -	$ -	$ -
Contract Labor and Professional Fees	61,084	69,964	8,880	12.7%	830,342	931,563	101,221	10.9%	$ 873,277	$ 882,878	$ -	$ -	$ -
Travel and Entertainment	6,490	52,448	45,958	87.6%	138,187	630,052	491,865	78.1%	$ 570,420	$ 456,177	$ -	$ -	$ -
Advertising and Marketing	-	1,807	1,807	100.0%	574	21,680	21,106	97.4%	$ 41,569	$ 35,534	$ -	$ -	$ -
Supplies and Other Expenses	8,818	32,650	23,832	73.0%	129,446	391,799	262,353	67.0%	$ 372,566	$ 476,133	$ -	$ -	$ -
Rent Expense	2,020	9,124	7,104	77.9%	36,759	109,489	72,730	66.4%	$ 248,597	$ 270,185	$ -	$ -	$ -
Telephone and Utility Expense	20,363	47,450	27,087	57.1%	433,403	550,441	117,039	21.3%	$ 541,071	$ 559,171	$ -	$ -	$ -
Repair and Maintenance	189	6,780	6,591	97.2%	17,570	81,359	63,789	78.4%	$ 139,545	$ 227,384	$ -	$ -	$ -
Service Contracts	45,834	66,567	20,733	31.1%	632,728	798,801	166,073	20.8%	$ 694,572	$ 648,496	$ -	$ -	$ -
Bank Charges	481	-	(481)	-100.0%	29,777	-	(29,777)	-100.0%	$ 75,494	$ 70,408	$ -	$ -	$ -
Dues and Subscriptions	115	3,735	3,619	96.9%	8,940	45,052	36,111	80.2%	$ 35,614	$ 29,540	$ -	$ -	$ -
Equipment Rent	15,123	13,107	(2,016)	-15.4%	187,273	250,659	63,386	25.3%	$ 244,566	$ 401,248	$ -	$ -	$ -
Tax & Licenses	635	3,584	2,949	82.3%	71,819	101,428	29,610	29.2%	$ 135,547	$ 120,105	$ -	$ -	$ -
Insurance	16,197	18,891	2,694	14.3%	205,513	226,717	21,204	9.4%	$ 218,324	$ 278,728	$ -	$ -	$ -
Miscellaneous	(168)	(0)	168	#########	25	(0)	(25)	62900.0%	$ 730	$ 13,471	$ -	$ -	$ -
Total SG&A Expenses	898,073	1,571,885	673,812	42.9%	13,117,378	18,894,757	5,777,378	30.6%	19,483,998	19,570,155	-	-	-
EBITD	(749,602)	1,168,194	(1,917,796)	-164.2%	(9,770,699)	2,686,272	(12,456,971)	-463.7%	(7,581,330)	(5,832,839)	-	-	-
Interest and Penalties	35,060	37,868	2,808	7.4%	432,506	465,442	32,937	7.1%	$ 547,123	$ 637,761	$ -	$ -	$ -
Depreciation	74,323	69,011	(5,312)	-7.7%	926,814	862,483	(64,330)	-7.5%	$ 859,205	$ 600,124	$ -	$ -	$ -
EBIT	(858,984)	1,061,316	(1,920,300)	-180.9%	(11,130,019)	1,358,346	(12,488,365)	-919.4%	(8,987,658)	(7,070,724)	-	-	-
Income Tax Expense	-	-	-	0.0%	3,234	-	(3,234)	-100.0%	$ 9,507	$ 37,149	$ -	$ -	$ -
Net Income	(858,984)	1,061,316	(1,920,300)	-180.9%	(11,133,253)	1,358,346	(12,491,599)	-919.6%	(8,997,165)	(7,107,873)	-	-	-
	-	-			-	0							

Pioneer Health Services, Inc.
Comparative Statement of Operations
December 31, 2016

	Current Month				Year-to-Date			
	Actual	Prior Year	$ Var	% Var	Actual	Prior Year	$ Var	% Var
Revenue:								
Management and Consulting Fees	813,143	1,534,916	(721,774)	-47.0%	13,857,834	20,130,025	(6,272,192)	-31.2%
Gross Revenue	813,143	1,534,916	(721,774)	-47.0%	13,857,834	20,130,025	(6,272,192)	-31.2%
Net Patient Service Revenue	813,143	1,534,916	(721,774)	-47.0%	13,857,834	20,130,025	(6,272,192)	-31.2%
Other Income:								
Miscellaneous Income	(664,672)	(690,108)	25,436	-3.7%	(10,511,154)	(8,227,357)	(2,283,798)	27.8%
Total Income	148,471	844,808	(696,337)	-82.4%	3,346,679	11,902,668	(8,555,989)	-71.9%
Selling, General, and Administrative Expenses:								
Salary, Bonus and Payroll Taxes	720,651	1,293,166	572,515	44.3%	10,388,625	15,235,987	4,847,362	31.8%
Education and Employee Expense	240	13,712	13,472	98.2%	6,399	56,119	49,720	88.6%
Contract Labor and Professional Fees	61,084	42,827	(18,257)	-42.6%	830,342	873,277	42,936	4.9%
Travel and Entertainment	6,490	54,359	47,870	88.1%	138,187	570,420	432,234	75.8%
Advertising and Marketing	-	1,225	1,225	100.0%	574	41,569	40,995	98.6%
Supplies and Other Expenses	8,818	19,020	10,203	53.6%	129,446	372,566	243,120	65.3%
Rent Expense	2,020	23,909	21,889	91.6%	36,759	248,597	211,837	85.2%
Telephone and Utility Expense	20,363	40,511	20,148	49.7%	433,403	541,071	107,668	19.9%
Repair and Maintenance	189	22,037	21,848	99.1%	17,570	139,545	121,975	87.4%
Service Contracts	45,834	93,431	47,596	50.9%	632,728	694,572	61,844	8.9%
Bank Charges	481	9,386	8,905	94.9%	29,777	75,494	45,717	60.6%
Dues and Subscriptions	115	3,834	3,718	97.0%	8,940	35,614	26,674	74.9%
Equipment Rent	15,123	11,302	(3,821)	-33.8%	187,273	244,566	57,293	23.4%
Tax & Licenses	635	67,807	67,172	99.1%	71,819	135,547	63,728	47.0%
Insurance	16,197	19,836	3,639	18.3%	205,513	218,324	12,811	5.9%
Miscellaneous	(168)	101	268	266.2%	25	730	705	96.6%
Total SG&A Expenses	898,073	1,716,463	818,390	47.7%	13,117,378	19,483,998	6,366,620	32.7%
EBITD	(749,602)	(871,655)	122,053	-14.0%	(9,770,699)	(7,581,330)	(2,189,369)	28.9%
Interest and Penalties	35,060	55,954	20,894	37.3%	432,506	547,123	114,618	20.9%
Depreciation	74,323	73,875	(448)	-0.6%	926,814	859,205	(67,609)	-7.9%
EBIT	(858,984)	(1,001,483)	142,498	-14.2%	(11,130,019)	(8,987,658)	(2,142,361)	23.8%
Income Tax Expense	-	-	-	0.0%	3,234	9,507	6,273	66.0%
Net Income	(858,984)	(1,001,483)	142,498	-14.2%	(11,133,253)	(8,997,165)	(2,136,088)	23.7%
	-				-			

Pioneer Health Services, Inc.
Statement of Financial Condition - Trend
December 31, 2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Year End Dec 2015	Prior Year End Dec 2014
Current Assets:														
Cash and Cash Equivalents	$ 493,595	$ 489,682	$ 491,505	$ 836,217	$ 866,930	$ 1,048,575	$ 640,573	$ 529,898	$ 623,272	$ 808,717	$ 792,346	$ 715,111	$ 606,095	$ 489,708
Trade Accounts Receivable	800,935	835,035	909,289	675,662	685,293	673,790	694,180	847,425	917,877	872,402	941,647	1,013,020	961,041	764,249
Allowance for Contractual Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Allowance for Doubtful Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Trade Accounts Receivable	800,935	835,035	909,289	675,662	685,293	673,790	694,180	847,425	917,877	872,402	941,647	1,013,020	961,041	764,249
Affiliates Accounts Receivable	9,503,940	9,199,646	9,325,955	9,938,974	10,137,073	10,169,405	10,346,814	10,772,754	10,737,863	10,232,153	10,670,210	10,267,428	9,356,210	7,127,167
Affiliated Accrued Interest Receivable	302,453	308,658	314,813	320,919	326,974	332,928	338,832	344,685	350,486	356,235	361,933	367,579	296,199	-
Other Accounts Receivable	(213,735)	(212,583)	(294,575)	(297,493)	(298,880)	(299,858)	(306,060)	(310,459)	(312,961)	(317,316)	(255,534)	(61,248)	(181,552)	(272,803)
Accounts Receivable - Stockholder	211,690	211,690	211,690	211,690	211,690	211,690	211,690	211,690	211,690	211,690	211,690	211,690	211,690	76,250
Prepaid Expenses	49,437	42,375	37,502	20,682	48,026	31,205	14,385	22,919	29,698	(33,594)	(48,670)	(53,022)	9,578	3,713
Inventory	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Current Assets	11,148,315	10,874,502	10,996,179	11,706,651	11,977,104	12,167,735	11,940,413	12,418,911	12,557,924	12,130,287	12,673,621	12,460,557	11,259,260	8,188,283
Long-Term Assets:														
Investment	18,981	19,164	20,005	19,881	19,881	19,881	20,248	20,090	20,090	20,090	20,090	19,356	20,017	19,911
Building and Land	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425
Construction in Progress	-	-	-	-	-	-	-	-	-	-	-	-	312,053	230,244
Software	75,489	75,489	75,489	75,489	75,489	75,489	75,489	75,489	75,489	75,489	75,489	75,489	75,489	-
Equipment	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,640,232	2,744,867
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airplane	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Automobiles	6,675	6,675	6,675	6,675	6,675	6,675	6,675	6,675	6,675	6,675	6,675	6,675	6,675	-
Leasehold Improvements	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	204,515	212,702
Accumulated Depreciation	(2,983,263)	(3,060,991)	(3,138,617)	(3,216,243)	(3,293,870)	(3,371,556)	(3,449,242)	(3,526,928)	(3,604,615)	(3,681,112)	(3,757,610)	(3,831,933)	(2,905,119)	(2,045,915)
Net Property, Plant and Equipment	10,382,106	10,304,581	10,227,776	10,150,025	10,072,399	9,994,713	9,917,394	9,839,549	9,761,863	9,685,365	9,608,868	9,533,811	10,461,286	11,269,033
Goodwill	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Affiliates Notes Receivable	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,400,192
Other Long Term Assets	(12,816,167)	(14,364,946)	(13,819,730)	(15,035,028)	(16,584,430)	(20,079,788)	(20,872,594)	(21,446,645)	(22,798,223)	(23,107,277)	(22,577,285)	(23,491,887)	(11,994,453)	(2,947,315)
Total Assets	$ 10,967,091	$ 9,066,974	$ 9,657,061	$ 9,074,485	$ 7,717,910	$ 4,335,496	$ 3,238,050	$ 3,062,652	$ 1,774,401	$ 961,212	$ 1,958,040	$ 755,317	$ 11,978,929	$ 18,910,194
Current Liabilities														
Trade Accounts Payable	3,845,699	3,683,723	4,080,547	4,902,341	5,070,440	4,630,621	4,464,412	5,383,860	5,198,610	4,570,021	5,005,368	4,680,367	3,566,885	1,390,767
Affiliates Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Accounts Payable	1,019,490	982,111	492,341	378,765	412,022	873,689	984,844	412,407	519,196	563,500	518,890	484,368	1,127,491	1,046,606
Payroll and Vacation Payable	859,524	907,284	1,056,290	950,185	978,174	917,556	520,863	507,504	548,135	535,359	469,038	379,994	1,191,422	1,066,923
Payroll Tax Payable	2,507,782	2,492,562	2,620,992	2,632,392	2,503,184	2,594,087	2,632,615	2,563,197	2,578,811	2,573,558	2,520,451	2,591,538	2,380,112	1,914,926
Accrued Interest	23,670	22,438	22,097	53,026	76,516	110,185	145,869	182,192	218,624	253,623	289,058	324,098	23,003	25,291
Accrued Interest on Affiliates NP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Liability - Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Portion of Notes Payable	862,744	846,167	840,901	902,076	968,791	1,027,599	1,079,960	1,133,654	1,179,393	1,213,963	1,271,970	1,345,257	827,692	764,774
Current Portion of Affiliate Notes Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	(737,587)
Total Current Liabilities	9,138,911	8,934,285	9,113,167	9,818,785	10,009,127	10,153,838	9,828,564	10,182,814	10,242,971	9,710,024	10,074,774	9,805,623	9,116,605	5,471,700
Long - Term Liabilities														
Notes Payable	7,857,011	7,818,766	7,754,177	7,682,627	7,621,019	7,559,107	7,496,748	7,434,078	7,370,014	7,313,150	7,252,938	7,178,352	7,932,228	9,511,233
Affiliate Notes Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Long - Term Liabilities	7,857,011	7,818,766	7,754,177	7,682,627	7,621,019	7,559,107	7,496,748	7,434,078	7,370,014	7,313,150	7,252,938	7,178,352	7,932,228	9,511,233
Total Liabilities	16,995,921	16,753,051	16,867,344	17,501,411	17,630,146	17,712,945	17,325,312	17,616,892	17,612,985	17,023,174	17,327,712	16,983,975	17,048,833	14,982,932
Stockholder's Equity														
Common Stock	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Stockholder Withdrawals	(1,334,315)	(1,342,815)	(1,351,315)	(1,359,815)	(1,351,315)	(1,351,315)	(1,351,315)	(1,351,315)	(1,351,315)	(1,351,315)	(1,351,315)	(1,351,315)	(1,325,815)	(1,325,815)
Retained Earnings	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	(3,745,088)	5,252,077	12,359,950
Net Income	(950,427)	(2,599,153)	(2,114,879)	(3,323,023)	(4,816,832)	(8,282,046)	(8,991,859)	(9,458,838)	(10,743,180)	(10,966,558)	(10,274,268)	(11,133,253)	(8,997,165)	(7,107,873)
Total Stockholder's Equity	(6,028,830)	(7,685,057)	(7,210,282)	(8,426,926)	(9,912,236)	(13,377,449)	(14,087,262)	(14,554,240)	(15,838,583)	(16,061,961)	(15,369,672)	(16,228,656)	(5,069,903)	3,927,262
Total Liabilities and Stockholder's Equity	10,967,091	9,066,974	9,657,061	9,074,485	7,717,910	4,335,496	3,238,050	3,062,652	1,774,402	961,213	1,958,041	755,318	11,978,929	18,910,194
	-	-	-	-	-	0.00	-	-	(0.00)	(0.00)	(0.00)	0.00		

Pioneer Health Services, Inc.
Statement of Operations - Trend
December 31, 2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Variance Explanation	Prior Year Dec 2015	Prior Year Dec 2014
Revenue:																
Management and Consulting Fees	1,367,260	1,418,427	1,557,218	1,319,385	1,284,785	1,174,803	971,953	1,082,806	987,772	906,797	971,484	813,143	$ 13,857,834		$ 20,130,025	$ 19,751,608
Gross Revenue	1,367,260	1,418,427	1,557,218	1,319,385	1,284,785	1,174,803	971,953	1,082,806	987,772	906,797	971,484	813,143	13,857,834		20,130,025	19,751,608
Net Patient Service Revenue	1,367,260	1,418,427	1,557,218	1,319,385	1,284,785	1,174,803	971,953	1,082,806	987,772	906,797	971,484	813,143	13,857,834		20,130,025	19,751,608
Other Income:																
Miscellaneous Income	(746,301)	(1,486,988)	591,974	(1,164,864)	(1,506,440)	(3,454,127)	(697,375)	(498,727)	(1,287,758)	(211,398)	615,642	(664,672)	$ (10,511,164)	*Comment Required*	$ (8,227,357)	$ (6,014,292)
Total Income	620,959	(68,561)	2,149,192	154,401	(221,655)	(2,279,324)	274,578	584,080	(299,987)	697,399	1,587,126	148,471	3,346,679		11,902,668	13,737,316
Selling, General, and Administrative Expenses:																
Salary, Bonus and Payroll Taxes	1,167,860	1,158,948	1,223,157	1,065,942	1,006,012	887,466	682,081	663,696	671,103	645,546	517,162	720,651	$ 10,388,625	*Comment Required*	$ 15,235,987	$ 14,789,514
Education and Employee Expense	(636)	848	3,845	40	-	80	571	1,000	350	80	-	240	$ 6,399		$ 56,119	$ 311,181
Contract Labor and Professional Fees	43,484	64,945	64,960	30,403	19,402	57,774	67,403	113,411	67,350	115,535	124,191	61,084	$ 830,942		$ 873,277	$ 882,878
Travel and Entertainment	27,776	28,543	11,765	9,081	8,926	6,589	7,046	6,106	8,498	7,767	9,598	6,490	$ 138,187		$ 570,420	$ 456,177
Advertising and Marketing	(984)	311	184	-	-	-	106	-	500	188	249	-	$ 574		$ 41,569	$ 35,534
Supplies and Other Expenses	17,066	18,103	16,095	9,887	7,800	5,815	7,070	12,020	4,652	6,456	15,064	8,818	$ 129,446		$ 372,566	$ 476,133
Rent Expense	3,231	9,353	7,464	8,409	(1,175)	-	-	2,383	2,010	2,160	904	2,020	$ 36,759		$ 246,697	$ 270,185
Telephone and Utility Expense	34,682	58,807	44,314	33,358	32,333	35,249	35,973	33,356	40,882	20,045	43,862	20,363	$ 433,403		$ 541,071	$ 559,171
Repair and Maintenance	4,551	2,364	6,417	-	1,100	561	429	1,222	-	35	201	189	$ 17,570		$ 139,545	$ 227,384
Service Contracts	63,735	40,777	111,880	57,443	66,017	50,885	65,625	63,359	34,108	(27,305)	60,370	45,834	$ 532,728		$ 694,572	$ 648,496
Bank Charges	7,821	10,245	6,957	1,498	234	354	469	602	326	472	319	481	$ 29,777		$ 75,494	$ 70,408
Dues and Subscriptions	1,085	4,843	60	220	874	483	780	120	140	219	-	115	$ 8,940		$ 35,614	$ 28,540
Equipment Rent	32,247	24,583	23,476	15,623	10,476	10,476	4,669	20,988	19,745	15,044	(5,177)	15,123	$ 187,273		$ 244,566	$ 401,248
Tax & Licenses	26,879	18,871	12,330	2,871	2,110	1,282	1,333	242	938	3,681	636	635	$ 71,819		$ 135,547	$ 120,105
Insurance	17,775	19,437	17,309	17,231	17,462	16,821	17,152	17,346	16,116	16,449	16,197	16,197	$ 205,513		$ 216,324	$ 276,728
Miscellaneous	-	194	-	-	-	-	-	-	(1)	835	(336)	(168)	$ 25		$ 720	$ 13,471
Total SG&A Expenses	1,446,771	1,461,672	1,550,214	1,252,005	1,170,593	1,073,845	870,709	936,450	866,719	857,566	782,739	898,073	$ 13,117,378		$ 19,483,998	$ 19,570,155
EBITD	(825,813)	(1,530,233)	598,978	(1,097,604)	(1,392,248)	(3,353,169)	(596,131)	(352,371)	(1,166,705)	(160,169)	804,387	(749,602)	$ (9,770,699)		$ (7,581,330)	$ (5,832,839)
Interest and Penalties	46,470	40,766	37,078	32,914	23,835	34,358	35,996	36,740	36,899	36,691	35,600	35,060	$ 432,506		$ 547,123	$ 637,761
Depreciation	78,144	77,728	77,626	77,626	77,826	77,686	77,686	77,686	77,686	76,498	76,498	74,323	$ 926,814		$ 859,205	$ 600,124
EBIT	(950,427)	(1,648,726)	484,274	(1,208,144)	(1,493,909)	(3,465,213)	(709,813)	(466,797)	(1,281,290)	(223,378)	692,289	(858,984)	$ (11,130,019)		(8,987,658)	(7,070,724)
Income Tax Expense	-	-	-	-	-	-	-	181	3,053	-	-	-	$ 3,234		$ 9,507	$ 37,149
Net Income	(950,427)	(1,648,726)	484,274	(1,208,144)	(1,493,909)	(3,465,213)	(709,813)	(466,978)	(1,284,343)	(223,378)	692,289	(858,984)	$ (11,133,253)		$ (8,997,165)	$ (7,107,873)
													0			

Pioneer Health Services, Inc.
Statement of Stockholder's Equity
December 31, 2016

	Current Month Dec 2016	Current Year End Dec 2016	Prior Year End Dec 2015
Beginning Stockholder's Equity	$ (15,369,672)	$ (5,069,903)	$ 3,927,262
Stockholder Withdrawals	-	(25,500)	
Net Income	(858,984)	(11,133,253)	(8,997,165)
Ending Stockholder's Equity	$ (16,228,656)	$ (16,228,656)	$ (5,069,903)
	-	0	0

Pioneer Health Services, Inc.
Statement of Cashflows
December 31, 2016

	Current Month Dec 2016	Prior Month Nov 2016	Current Year to Date Dec 2016
Net Income	$ (858,984)	$ 692,289	$ (11,133,253)
Operations:			
Depreciation Expense	74,323	76,498	926,814
Bad Debt (1)	-	-	-
Change in Trade Accounts Receivable (1)	(71,373)	(69,245)	(51,979)
Change in Other Current Assets (2)	207,201	(490,460)	(1,040,303)
Change in Current Liabilities (3)	(342,439)	306,744	171,453
Cash provided from Operations	(991,272)	515,826	(11,127,268)
Financing Activities:			
Change in Notes Receivable	914,602	(529,992)	11,497,434
Change in Notes Payable (4)	(1,299)	(2,205)	(236,311)
Acquisition of PP&E	734	0	662
Stockholder Distributions	-	-	(25,500)
Cash Provided Erom Financing Activities	914,037	(532,197)	11,236,285
Net Change in Cash	(77,234)	(16,371)	109,017
Beginning Cash Balance	792,346	808,717	606,095
Ending Cash Balance	715,111	792,345	715,112
	0	(0)	0
Notes:			
(1) Net change in Accounts Receivable	(71,373)	(69,245)	(51,979)
	-	-	-
(2) Other Accounts Receivable	(194,286)	(61,782)	(120,304)
Prepaid Expenses	4,351	15,076	62,600
Inventory	-	-	-
Intercompany Accounts Receivable	397,136	(443,754)	(982,598)
	207,201	(490,460)	(1,040,303)
	0	-	-
(3) Trade Accounts Payable	(325,001)	435,347	1,113,482
Intercompany Payable	-	-	-
Payroll/Vacation Accrual	(89,044)	(66,322)	(811,428)
Payroll Tax Payable	71,087	(53,107)	211,426
Accrued Interest Payable	35,040	35,435	301,095
Income Tax Payable			

Other Accounts Payable	(34,521)	(44,610)	(643,123)
	(342,439)	306,744	171,453
	-	(0)	(0)
(4) Notes Payable:			
Intercompany	-	-	-
Third Party	(1,299)	(2,205)	(236,311)
	(1,299)	(2,205)	(236,311)
	-	-	-

Pioneer Health Services, Inc.
Total - Variance Explanation
December 31, 2016

	Current Month			Year-to-Date		
	Variance	%	Explanation	Variance	%	Explanation
REVENUE						
MANAGEMENT AND CONSULTING FEES	(1,600,825)	-66.32%		(4,730,162)	-25.45%	
MISC	(990,783)	-303.82%		(13,504,187)	-451.19%	
TOTAL REVENUE	(2,591,608)	100.00%		(18,234,349)	100.00%	
SALARY EXP						
SALARY AND WAGES	417,956	39.07%		3,646,693	28.84%	
SALARIES BONUS	18,446	100.00%		192,873	88.26%	
FICA EXPENSE	36,874	51.11%		223,868	26.25%	
	473,275	70.50%		4,063,433	70.76%	
RELATED EXP						
LIFE & DISABILITY INSURANCE	-	0.00%		1,712	-100.00%	
GROUP HEALTH INSURANCE	44,720	57.16%		213,752	22.44%	
EMPLOYEE EDUCATION	6,267	94.85%		73,997	92.66%	
EMPLOYEE RELATIONS	628	118.95%		7,799	93.60%	
UNEMPLOYMENT INSURANCE	1,041	73.45%		9,923	19.53%	
PATIENT CARE LICENSES & FEES	-	0.00%		(335)	-100.00%	
NON-PATIENT PROPERTY TAX	-	0.00%		(15,902)	-100.00%	
NON-PATIENT LICENSES & FEES	1,354	83.94%		12,605	64.48%	
SALES TAX	553	100.00%		23,318	75.03%	
NON-PATIENT PROFESSIONAL FEES	15,533	58.17%		194,648	47.19%	
NON-PATIENT CONTRACT LABOR	37,635	87.00%		341,583	65.80%	
REVENUE MANAGEMENT FEES	-	0.00%		(4,842)	-100.00%	
VECHICLE FUEL	4,854	100.00%		52,847	90.72%	
TRAVEL & MILEAGE	33,675	99.27%		400,086	98.13%	
NON-PAT TRAVEL & MILEAGE	1,173	23.41%		(46,848)	-77.88%	
BUSINESS MEALS & ENTERTAINMENT	6,311	72.89%		85,896	82.64%	
MARKETING & ADVERTISING	1,807	100.00%		21,106	97.35%	
PATIENT CARE MEDICAL SUPPLIES	-	0.00%		(45)	-100.00%	
PATIENT CARE DEPARTMENTS SUPPLIES	-	0.00%		(132)	-100.00%	
NON-PATIENT DEPARTMENT SUPPLIES	21,007	81.01%		238,871	76.77%	
FREIGHT / POSTAGE	2,825	42.04%		23,660	29.34%	
BUILDING LEASE/RENT	7,104	77.86%		72,730	66.43%	
UTILITIES	23,566	99.63%		91,714	33.05%	
TELEPHONE	3,520	14.79%		25,325	9.28%	
NON-PATIENT REPAIRS & MAINT	6,591	97.21%		63,789	78.40%	
NON-PATIENT OUTSIDE SERVICES	20,733	31.15%		166,073	20.79%	
BANK & CREDIT CARD FEES	(481)	-100.00%		(29,777)	-100.00%	
DUES & SUBSCRIPTIONS	3,619	96.91%		36,111	80.16%	
NON-PATIENT EQUIPMENT RENTAL	(2,016)	-15.38%		63,386	25.29%	
WORKERS COMP INSURANCE	7,567	40.05%		85,924	37.90%	
PROPERTY & COMM INSURANCE	-	0.00%		(39,833)	-100.00%	
PROFESSIONAL LIABILITY INSURANCE	(4,873)	-100.00%		(24,887)	-100.00%	
NON-PATIENT OTHER EXPENSES	-	0.00%		(193)	-100.00%	
DEPRECIATION	(5,312)	-7.70%		(64,330)	-7.46%	
INTEREST	2,715	7.19%		31,817	6.85%	
PENALTIES	93	100.00%		1,120	100.00%	
STATE INCOME TAX EXPENSE	-	0.00%		(3,234)	-100.00%	
NON-ALLOW TRAVEL AND MILEAGE	(56)	-100.00%		(56)	-100.00%	
OTHER EXPENSES	168	-100.00%		168	-100.00%	
TOTAL EXPENSE	671,308	39.99%		5,742,751	28.40%	

NET INCOME	(1,920,299.98)	-180.94%	(12,491,598.79)	-919.62%
	-		-	

Pioneer Health Services, Inc.
Total
December 31, 2016

	Current Month						Year-to-Date					
	Actual	%	Budget	%	$ Var	% Var	Actual	%	Budget	%	$ Var	% Var
REVENUE												
MANAGEMENT AND CONSULTING FEES	813,143	547.68%	2,413,968	88.10%	(1,600,825)	-66.3%	13,857,834	414.1%	$ 18,587,996	86.1%	(4,730,162)	-25.4%
MISC	(664,672)	-447.68%	326,111	11.90%	(990,783)	-303.8%	(10,511,154)	-314.1%	$ 2,993,033	13.9%	(13,504,187)	-451.2%
TOTAL REVENUE	148,471	100.00%	2,740,079	100.00%	(2,591,608)	-94.6%	3,346,679	100.0%	21,581,028	100.0%	(18,234,349)	-84.5%
SALARY EXP												
SALARY AND WAGES	651,851	64.70%	1,069,807	63.73%	417,956	39.1%	8,996,733	62.13%	12,643,425	62.52%	3,646,693	28.8%
SALARIES BONUS	-	0.00%	18,446	1.10%	18,446	100.0%	25,650	0.18%	218,523	1.08%	192,873	88.3%
FICA EXPENSE	35,278	3.50%	72,152	4.30%	36,874	51.1%	629,030	4.34%	852,898	4.22%	223,868	26.2%
	687,129	68.20%	1,160,404	69.12%	473,275	40.8%	9,651,413	66.65%	13,714,847	67.82%	4,063,433	29.6%
RELATED EXP												
LIFE & DISABILITY INSURANCE	-	0.00%	-	0.00%	-	0.0%	(1,712)	-0.01%	-	0.00%	1,712	-100.0%
GROUP HEALTH INSURANCE	33,522	3.33%	78,242	4.66%	44,720	57.2%	738,924	5.10%	952,676	4.71%	213,752	22.4%
EMPLOYEE EDUCATION	340	0.03%	6,607	0.39%	6,267	94.9%	5,865	0.04%	79,862	0.39%	73,997	92.7%
EMPLOYEE RELATIONS	(100)	-0.01%	528	0.03%	628	119.0%	534	0.00%	8,333	0.04%	7,799	93.6%
UNEMPLOYMENT INSURANCE	376	0.04%	1,417	0.08%	1,041	73.5%	40,877	0.28%	50,800	0.25%	9,923	19.5%
PATIENT CARE LICENSES & FEES	-	0.00%	-	0.00%	-	0.0%	335	0.00%	-	0.00%	(335)	-100.0%
NON-PATIENT PROPERTY TAX	-	0.00%	-	0.00%	-	0.0%	15,902	0.11%	-	0.00%	(15,902)	-100.0%
NON-PATIENT LICENSES & FEES	259	0.03%	1,613	0.10%	1,354	83.9%	6,943	0.05%	19,549	0.10%	12,605	64.5%
SALES TAX	-	0.00%	553	0.03%	553	100.0%	7,761	0.05%	31,080	0.15%	23,318	75.0%
NON-PATIENT PROFESSIONAL FEES	11,171	1.11%	26,704	1.59%	15,533	58.2%	217,799	1.50%	412,447	2.04%	194,648	47.2%
NON-PATIENT CONTRACT LABOR	5,625	0.56%	43,260	2.58%	37,635	87.0%	177,533	1.23%	519,117	2.57%	341,583	65.8%
REVENUE MANAGEMENT FEES	-	0.00%	-	0.00%	-	0.0%	4,842	0.03%	-	0.00%	(4,842)	-100.0%
VECHICLE FUEL	-	0.00%	4,854	0.29%	4,854	100.0%	5,404	0.04%	58,251	0.29%	52,847	90.7%
TRAVEL & MILEAGE	247	0.02%	33,922	2.02%	33,675	99.3%	7,618	0.05%	407,704	2.02%	400,086	98.1%
NON-PAT TRAVEL & MILEAGE	3,839	0.38%	5,013	0.30%	1,173	23.4%	107,002	0.74%	60,153	0.30%	(46,848)	-77.9%
BUSINESS MEALS & ENTERTAINMENT	2,347	0.23%	8,658	0.52%	6,311	72.9%	18,048	0.12%	103,944	0.51%	85,896	82.6%
NON-ALLOW BUS ENTERTAINMENT	-	0.00%	-	0.00%	-	0.0%	59	0.00%	-	0.00%	(59)	-100.0%
MARKETING & ADVERTISING	-	0.00%	1,807	0.11%	1,807	100.0%	574	0.00%	21,680	0.11%	21,106	97.4%
PATIENT CARE MEDICAL SUPPLIES	-	0.00%	-	0.00%	-	0.0%	45	0.00%	-	0.00%	(45)	-100.0%
PATIENT CARE DEPARTMENTS SUPPLIE	-	0.00%	-	0.00%	-	0.0%	132	0.00%	-	0.00%	(132)	-100.0%
NON-PATIENT DEPARTMENT SUPPLIES	4,923	0.49%	25,930	1.54%	21,007	81.0%	72,296	0.50%	311,167	1.54%	238,871	76.8%
FREIGHT / POSTAGE	3,894	0.39%	6,719	0.40%	2,825	42.0%	56,972	0.39%	80,632	0.40%	23,660	29.3%
BUILDING LEASE/RENT	2,020	0.20%	9,124	0.54%	7,104	77.9%	36,759	0.25%	109,489	0.54%	72,730	66.4%
UTILITIES	87	0.01%	23,653	1.41%	23,566	99.6%	185,784	1.28%	277,498	1.37%	91,714	33.1%
TELEPHONE	20,276	2.01%	23,796	1.42%	3,520	14.8%	247,619	1.71%	272,943	1.35%	25,325	9.3%
NON-PATIENT REPAIRS & MAINT	189	0.02%	6,780	0.40%	6,591	97.2%	17,570	0.12%	81,359	0.40%	63,789	78.4%
NON-PATIENT OUTSIDE SERVICES	45,834	4.55%	66,567	3.97%	20,733	31.1%	632,728	4.37%	798,801	3.95%	166,073	20.8%
BANK & CREDIT CARD FEES	481	0.05%	-	0.00%	(481)	-100.0%	29,777	0.21%	-	0.00%	(29,777)	-100.0%
DUES & SUBSCRIPTIONS	115	0.01%	3,735	0.22%	3,619	96.9%	8,940	0.06%	45,052	0.22%	36,111	80.2%
NON-PATIENT EQUIPMENT RENTAL	15,123	1.50%	13,107	0.78%	(2,016)	-15.4%	187,273	1.29%	250,659	1.24%	63,386	25.3%
WORKERS COMP INSURANCE	11,324	1.12%	18,891	1.13%	7,567	40.1%	140,793	0.97%	226,717	1.12%	85,924	37.9%
PROPERTY & COMM INSURANCE	-	0.00%	-	0.00%	-	0.0%	39,833	0.28%	-	0.00%	(39,833)	-100.0%
PROFESSIONAL LIABILITY INSURANCE	4,873	0.48%	-	0.00%	(4,873)	-100.0%	24,887	0.17%	-	0.00%	(24,887)	-100.0%
NON-PATIENT OTHER EXPENSES	-	0.00%	-	0.00%	-	0.0%	193	0.00%	-	0.00%	(193)	-100.0%
DEPRECIATION	74,323	7.38%	69,011	4.11%	(5,312)	-7.7%	926,814	6.40%	862,483	4.26%	(64,330)	-7.5%
INTEREST	35,060	3.48%	37,774	2.25%	2,715	7.2%	432,506	2.99%	464,322	2.30%	31,817	6.9%
PENALTIES	-	0.00%	93	0.01%	93	100.0%	-	0.00%	1,120	0.01%	1,120	100.0%
STATE INCOME TAX EXPENSE	-	0.00%	-	0.00%	-	0.0%	3,234	0.02%	-	0.00%	(3,234)	-100.0%
NON-ALLOW TRAVEL AND MILEAGE	56	0.01%	-	0.00%	(56)	-100.0%	56	0.00%	-	0.00%	(56)	-100.0%
OTHER EXPENSES	(168)	-0.02%	-	0.00%	168	-100.0%	(168)	0.00%	-	0.00%	168	-100.0%
TOTAL EXPENSE	1,007,455	100.00%	1,678,764	100.00%	671,308	40.0%	14,479,932	100.00%	20,222,682	100.00%	5,742,751	28.4%
NET INCOME	(858,984)	-578.55%	1,061,316	38.73%	(1,920,300)	-180.9%	(11,133,253)	-332.67%	1,358,346	6.29%	(12,491,599)	-919.6%

Pioneer Health Services, Inc.
Department Variance
December 31, 2016

Department: - -
Period: Dec

	Current Month			Year-to-Date	
	$ Var	% Var	Comment	$ Var	% Var
REVENUE					
INPATIENT REVENUE	$ -	0.0%		$ -	0.0%
OUTPATIENT REVENUE	-	0.0%		-	0.0%
CLINIC REVENUE	-	0.0%		-	0.0%
NURSING HOME	-	0.0%		-	0.0%
MANAGEMENT AND CONSULTING FEES	-	0.0%		-	0.0%
FITNESS CENTER	-	0.0%		-	0.0%
REHAB THERAPY REVENUE	-	0.0%		-	0.0%
HOSPITAL THERAPY REVENUE	-	0.0%		-	0.0%
LEASE REVENUE	-	0.0%		-	0.0%
HOSPITAL	-	0.0%		-	0.0%
BUSINESS	-	0.0%		-	0.0%
PROVIDER	-	0.0%		-	0.0%
MISCELLANEOUS INCOME	-	0.0%		-	0.0%
CONTRACTUAL ALLOWANCES	-	0.0%		-	0.0%
BAD DEBT	-	0.0%		-	0.0%
SALARY EXP					
SALARIES OTHER	-	0.00%		-	0.00%
SALARIES PHYSICIANS	-	0.00%		-	0.00%
SALARIES RN	-	0.00%		-	0.00%
SALARIES LPN	-	0.00%		-	0.00%
SALARIES NA	-	0.00%		-	0.00%
SALARIES BONUS	-	0.00%		-	0.00%
SALARIES ADD PAY PHYSICIAN	-	0.00%		-	0.00%
SALARIES ADD PAY OTHER	-	0.00%		-	0.00%
FICA EXPENSE	-	0.00%		-	0.00%
RELATED EXP					
LIFE & DISABILITY INSURANCE	-	0.00%		-	0.00%
GROUP HEALTH INSURANCE	-	0.00%		-	0.00%
RETIREMENT MATCH	-	0.00%		-	0.00%
EMPLOYEE EDUCATION	-	0.00%		-	0.00%
EMPLOYEE RELATIONS	-	0.00%		-	0.00%
PHYSICIAN RECRUITMENT	-	0.00%		-	0.00%
PURCHASE DISCOUNT	-	0.00%		-	0.00%
PHYSICIAN RECRUITMENT	-	0.00%		-	0.00%
UNEMPLOYMENT INSURANCE	-	0.00%		-	0.00%

BED TAX ASSESSMENT	-	0.00%		-	0.00%
PATIENT CARE PROPERTY TAX	-	0.00%		-	0.00%
PATIENT CARE LICENSES & FEES	-	0.00%		-	0.00%
NON-PATIENT PROPERTY TAX	-	0.00%		-	0.00%
NON-PATIENT LICENSES & FEES	-	0.00%		-	0.00%
SALES TAX	-	0.00%		-	0.00%
PROVIDERS FEES	-	0.00%		-	0.00%
PAYROLL PROCESSING	-	0.00%		-	0.00%
PATIENT CARE CONTRACT LABOR	-	0.00%		-	0.00%
PATIENT CARE PROFESSIONAL FEES	-	0.00%		-	0.00%
PHYSICIAN FEES	-	0.00%		-	0.00%
NON-PATIENT PROFESSIONAL FEES	-	0.00%		-	0.00%
NON-PATIENT CONTRACT LABOR	-	0.00%		-	0.00%
COLLECTION SERVICES FEES	-	0.00%		-	0.00%
REVENUE MANAGEMENT FEES	-	0.00%		-	0.00%
BILLING & COLLECTION MGT FEES	-	0.00%		-	0.00%
VECHICLE FUEL	-	0.00%		-	0.00%
TRAVEL & MILEAGE	-	0.00%		-	0.00%
NON-PAT TRAVEL & MILEAGE	-	0.00%		-	0.00%
OPERATING FUEL	-	0.00%		-	0.00%
BUSINESS MEALS & ENTERTAINMENT	-	0.00%		-	0.00%
MARKETING & ADVERTISING	-	0.00%		-	0.00%
PATIENT CARE MEDICAL SUPPLIES	-	0.00%		-	0.00%
DRUGS	-	0.00%		-	0.00%
BLOOD & PLATELETS	-	0.00%		-	0.00%
OXYGEN & GASES	-	0.00%		-	0.00%
PATIENT CARE DEPARTMENTS SUPPLIE	-	0.00%		-	0.00%
RADIOLOGY FILM	-	0.00%		-	0.00%
UPL ASSESSMENT EXPENSE	-	0.00%		-	0.00%
NUCLEAR SCANS	-	0.00%		-	0.00%
ULTRASOUNDS	-	0.00%		-	0.00%
CT	-	0.00%		-	0.00%
MRI	-	0.00%		-	0.00%
SONOGRAMS	-	0.00%		-	0.00%
PATIENT CARE MINOR EQUIPMENT	-	0.00%		-	0.00%
PATIENT CARE OTHER EXPENSES	-	0.00%		-	0.00%
NON-PATIENT MINOR EQUIPMENT	-	0.00%		-	0.00%
FOOD & SUPPLEMENTS	-	0.00%		-	0.00%
GLASSWARE & ETC	-	0.00%		-	0.00%
NON-PATIENT DEPARTMENT SUPPLIES	-	0.00%		-	0.00%
LINEN & BEDDING SUPPLIES	-	0.00%		-	0.00%
FREIGHT / POSTAGE	-	0.00%		-	0.00%
BUILDING LEASE/RENT	-	0.00%		-	0.00%
UTILITIES	-	0.00%		-	0.00%
TELEPHONE	-	0.00%		-	0.00%
PATIENT CARE REPAIRS & MAINT	-	0.00%		-	0.00%

NON-PATIENT REPAIRS & MAINT	-	0.00%	-	0.00%
PATIENT CARE OUTSIDE SERVICES	-	0.00%	-	0.00%
NON-PATIENT OUTSIDE SERVICES	-	0.00%	-	0.00%
BANK & CREDIT CARD FEES	-	0.00%	-	0.00%
DUES & SUBSCRIPTIONS	-	0.00%	-	0.00%
PATIENT CARE EQUIPMENT RENTAL	-	0.00%	-	0.00%
NON-PATIENT EQUIPMENT RENTAL	-	0.00%	-	0.00%
WORKERS COMP INSURANCE	-	0.00%	-	0.00%
INSURANCE & BONDING	-	0.00%	-	0.00%
PROPERTY & COMM INSURANCE	-	0.00%	-	0.00%
PROFESSIONAL LIABILITY INSURANCE	-	0.00%	-	0.00%
AIRPLANE EXPENSE	-	0.00%	-	0.00%
NON-PATIENT OTHER EXPENSES	-	0.00%	-	0.00%
CONTRIBUTIONS	-	0.00%	-	0.00%
DEPRECIATION	-	0.00%	-	0.00%
AMORTIZATION	-	0.00%	-	0.00%
INTEREST	-	0.00%	-	0.00%
PENALTIES	-	0.00%	-	0.00%
STATE INCOME TAX EXPENSE	-	0.00%	-	0.00%
NON-RECURRING DEFERRED TAX EXPEI	-	0.00%	-	0.00%
NON-ALLOW TRAVEL AND MILEAGE	-	0.00%	-	0.00%
TOTAL EXPENSE	-	0.00%	-	0.00%
NET INCOME	0	0.00%	0	0.00%
	0		0	
STAT				
	-	0.00%	-	0.00%
	-	0.00%	-	0.00%
	-	0.00%	-	0.00%
	-	0.00%	-	0.00%
	-	0.00%	-	0.00%
TOTAL PRIMARY STATS	-	0.00%	-	0.00%
FTEs				
PRODUCTIVE	-	0.00%	-	0.00%
NON-PRODUCTIVE	-	0.00%	-	0.00%
CONTRACT LABOR	-	0.00%	-	0.00%
TOTAL FTEs	-	0.00%	-	0.00%
REVENUE	#DIV/0!		#DIV/0!	
EXPENSES	#DIV/0!		#DIV/0!	
NET INCOME	#DIV/0!		#DIV/0!	

Pioneer Health Services, Inc.
Total
December 31, 2016

Period:

Department:

	Current Month of Dec						Year-to-Date Dec					
	Actual	%	Budget	%	$ Var	% Var	Actual	%	Budget	%	$ Var	% Var
REVENUE												
INPATIENT REVENUE	$ -	0.00%	$ -	0.00%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
OUTPATIENT REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
CLINIC REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
NURSING HOME	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
MANAGEMENT AND CONSULTING FEES	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
FITNESS CENTER	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
REHAB THERAPY REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
HOSPITAL THERAPY REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
LEASE REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
HOSPITAL	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
BUSINESS	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
PROVIDER	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
MISCELLANEOUS INCOME	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
CONTRACTUAL ALLOWANCES	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
BAD DEBT	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
SALARY EXP												
SALARIES OTHER	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES PHYSICIANS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES RN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES LPN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES NA	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES BONUS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES ADD PAY PHYSICIAN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES ADD PAY OTHER	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FICA EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
RELATED EXP												
LIFE & DISABILITY INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
GROUP HEALTH INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
RETIREMENT MATCH	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
EMPLOYEE EDUCATION	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
EMPLOYEE RELATIONS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PHYSICIAN RECRUITMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PURCHASE DISCOUNT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PHYSICIAN RECRUITMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
UNEMPLOYMENT INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BED TAX ASSESSMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE PROPERTY TAX	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE LICENSES & FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT PROPERTY TAX	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT LICENSES & FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALES TAX	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROVIDERS FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PAYROLL PROCESSING	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE PROFESSIONAL FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PHYSICIAN FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT PROFESSIONAL FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
COLLECTION SERVICES FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
REVENUE MANAGEMENT FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BILLING & COLLECTION MGT FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
VECHICLE FUEL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TRAVEL & MILEAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PAT TRAVEL & MILEAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
OPERATING FUEL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BUSINESS MEALS & ENTERTAINMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
MARKETING & ADVERTISING	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE MEDICAL SUPPLIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
DRUGS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BLOOD & PLATELETS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%

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OXYGEN & GASES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE DEPARTMENTS SUPPLIE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
RADIOLOGY FILM	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
UPL ASSESSMENT EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NUCLEAR SCANS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
ULTRASOUNDS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
CT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
MRI	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SONOGRAMS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE MINOR EQUIPMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE OTHER EXPENSES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT MINOR EQUIPMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FOOD & SUPPLEMENTS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
GLASSWARE & ETC	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT DEPARTMENT SUPPLIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
LINEN & BEDDING SUPPLIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FREIGHT / POSTAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BUILDING LEASE/RENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
UTILITIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TELEPHONE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE REPAIRS & MAINT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT REPAIRS & MAINT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE OUTSIDE SERVICES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT OUTSIDE SERVICES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BANK & CREDIT CARD FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
DUES & SUBSCRIPTIONS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE EQUIPMENT RENTAL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT EQUIPMENT RENTAL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
WORKERS COMP INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INSURANCE & BONDING	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROPERTY & COMM INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROFESSIONAL LIABILITY INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
AIRPLANE EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT OTHER EXPENSES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
CONTRIBUTIONS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
DEPRECIATION	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
AMORTIZATION	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST RELATED PARTIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST - TRISPAN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PENALTIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
STATE INCOME TAX EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-RECURRING DEFERRED TAX EXPE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-ALLOW TRAVEL AND MILEAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL EXPENSE	0	0.00%	0	0.00%	-	0.0%	0	0.00%	0	0.00%	-	0.0%
NET INCOME	0	0.00%	0	0.00%	0	0.0%	0	0.00%	0	0.00%	0	0
STAT												
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL PRIMARY STATS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FTEs												
PRODUCTIVE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PRODUCTIVE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL FTEs	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%

REVENUE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
EXPENSES	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
NET INCOME	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Control Panel

General Information

IDEA Budget Solution Template Type	Board Packet
Current Month Display	December 31, 2016
Current Period	Dec
Organization Name	Pioneer Health System
Packet Title	Financial Package
Fiscal Year Start Month	Jan
Current Fiscal Year End Date	12/31/2016
Global Stats Department - JCL	99999
Global Stats Department - SHC	9999

Data Sets Titles	Full	Short	Annual FTE Hours	Use In Report?
Current Year Actual	Actual 2016	2016	2080	Yes
Current Year Budget	Budget 2016	2016	2080	Yes
Prior Year Actual	Actual 2015	2015	2080	Yes
Prior Year 2 Actual	Actual 2014	2014	2080	Yes
Prior Year 3 Actual	Actual 2013	2013	2080	No
Prior Year 4 Actual	Actual 2012	2012	2080	No
Prior Year 5 Actual	Actual 2011	2011	2080	No

IS Trend Variance Thresholds	
Dollar Threshold	$10,000.00
Percent Threshold	10%

Pioneer Health Services, Inc.

Financial Package

April 30, 2017

Pioneer Health Services, Inc.
Statement of Financial Condition
April 30, 2017

	Current Month Apr 2017	Prior Month Mar 2017	Prior Year End Dec 2016	Prior Year End Dec 2015		
Current Assets:						
Cash and Cash Equivalents	$ 949,988	$ 703,530	$ 715,111	$ 606,095	246,457	35%
Trade Accounts Receivable	1,104,443	1,002,169	1,013,020	961,041	102,274	10%
Net Trade Accounts Receivable	1,104,443	1,002,169	1,013,020	961,041	102,274	10%
Affiliates Accounts Receivable	10,609,170	10,864,019	10,267,429	9,356,210	(254,849)	-2%
Affiliated Accrued Interest Receivable	389,635	384,201	367,579	296,199	5,435	1%
Other Accounts Receivable	1,232,466	1,504,368	(61,248)	(181,552)	(271,903)	-18%
Accounts Receivable - Stockholder	211,690	211,690	211,690	211,690	0	0%
Prepaid Expenses	(32,910)	36,079	(53,022)	9,578	(68,989)	-191%
Total Current Assets	14,464,483	14,706,057	12,460,558	11,259,260	(241,574)	-2%
Long-Term Assets:						
Investment	21,650	21,650	19,356	20,017	0	0%
Building and Land	10,107,425	10,107,425	10,107,425	10,107,425	0	0%
Construction in Progress	-	-	-	312,053	0	#DIV/0!
Software	75,489	75,489	75,489	75,489	0	0%
Equipment	2,952,284	2,952,284	2,952,284	2,640,232	0	0%
Automobiles	6,675	6,675	6,675	6,675	0	0%
Leasehold Improvements	204,515	204,515	204,515	204,515	0	0%
Accumulated Depreciation	(4,129,224)	(4,054,901)	(3,831,933)	(2,905,119)	(74,323)	2%
Net Property, Pland and Equipment	9,238,814	9,313,137	9,533,811	10,461,286	(74,323)	-1%
Affiliates Notes Receivable	2,252,837	2,252,837	2,252,837	2,252,837	0	0%
Other Long Term Assets	(24,508,640)	(23,125,240)	(23,491,887)	(11,994,453)	(1,383,400)	6%
Total Assets	$ 1,447,493	$ 3,146,790	$ 755,318	$ 11,978,929	(1,699,297)	-54%
Current Liabilities						
Trade Accounts Payable	4,691,986	4,664,444	4,680,367	3,566,885	27,542	1%
Other Accounts Payable	475,040	448,832	484,368	1,127,491	26,209	6%
Payroll and Vacation Payable	435,024	428,969	379,994	1,191,422	6,055	1%
Payroll Tax Payable	2,561,858	2,569,745	2,591,538	2,380,112	(7,887)	0%
Accrued Interest	454,975	424,453	324,098	23,003	30,522	7%
Current Portion of Notes Payable	1,585,817	1,526,179	1,345,257	827,692	59,637	4%
Total Current Liabilities	10,218,000	10,471,259	9,805,623	9,116,605	(253,259)	-2%

Long - Term Liabilities						
Notes Payable	6,919,417	6,984,177	7,178,352	7,932,228	(64,760)	-1%
Total Long - Term Liabilities	6,919,417	6,984,177	7,178,352	7,932,228	(64,760)	-1%
Total Liabilities	17,137,417	17,455,436	16,983,975	17,048,833	(318,019)	-2%
Stockholder's Equity						
Common Stock	1,000	1,000	1,000	1,000	0	0%
Stockholder Withdrawals	(1,351,315)	(1,351,315)	(1,351,315)	(1,325,815)	0	0%
Retained Earnings	(14,878,354)	(14,878,354)	(3,745,088)	5,252,077	0	0%
Net Income	538,744	1,920,022	(11,133,253)	(8,997,165)	(1,381,278)	-72%
Total Stockholder's Equity	(15,689,924)	(14,308,646)	(16,228,656)	(5,069,903)	(1,381,278)	10%
Total Liabilities and Stockholder's Equity	1,447,493	3,146,790	755,318	11,978,929	(1,699,297)	-54%
	0.00	0.00	0.00	0		

Pioneer Health Services, Inc.
Statement of Operations
April 30, 2017

	Current Month				Year-to-Date				Prior Year Dec 2016	Prior Year Dec 2015	Prior Year Dec 2014	Prior Year Dec 2013	Prior Year Dec 2012
	Actual	Budget	$ Var	% Var	Actual	Budget	$ Var	% Var					
Revenue:													
Management and Consulting Fees	808,281	808,281	-	0.0%	3,203,088	3,203,088	-	0.0%	$ 13,857,834	$ 20,130,025	$ -	$ -	$ -
Gross Revenue	808,281	808,281	-	0.0%	3,203,088	3,203,088	-	0.0%	13,857,834	20,130,025	-	-	-
Net Patient Service Revenue	808,281	808,281	-	0.0%	3,203,088	3,203,088	-	0.0%	13,857,834	20,130,025	-	-	-
Other Income:								0.0%					
Miscellaneous Income	(1,336,483)	(1,336,483)	-	0.0%	1,191,492	1,191,492	-	0.0%	$ (10,511,154)	$ (8,227,357)	$ -	$ -	$ -
Total Income	(528,202)	(528,202)	-	0.0%	4,394,580	4,394,580	-	0.0%	3,346,679	11,902,668	-	-	-
Selling, General, and Administrative Expenses:													
Salary, Bonus and Payroll Taxes	484,499	484,499	-	0.0%	2,344,886	2,344,886	-	0.0%	10,388,625	15,235,987	-	-	-
Education and Employee Expense	-	-	-	0.0%	3,595	3,595	-	0.0%	$ 6,399	$ 56,119	$ -	$ -	$ -
Contract Labor and Professional Fees	(30,112)	(30,112)	-	0.0%	70,280	70,280	-	0.0%	$ 400,173	$ 873,277	$ -	$ -	$ -
Travel and Entertainment	4,360	4,360	-	0.0%	29,560	29,560	-	0.0%	$ 138,187	$ 570,420	$ -	$ -	$ -
Advertising and Marketing	-	-	-	0.0%	-	-	-	0.0%	$ 574	$ 41,569	$ -	$ -	$ -
Supplies and Other Expenses	7,293	7,293	-	0.0%	35,424	35,424	-	0.0%	$ 129,446	$ 372,586	$ -	$ -	$ -
Rent Expense	2,190	2,190	-	0.0%	8,740	8,740	-	0.0%	$ 36,759	$ 248,597	$ -	$ -	$ -
Telephone and Utility Expense	34,866	34,866	-	0.0%	137,196	137,196	-	0.0%	$ 433,403	$ 541,071	$ -	$ -	$ -
Repair and Maintenance	-	-	-	0.0%	5,010	5,010	-	0.0%	$ 17,570	$ 139,545	$ -	$ -	$ -
Service Contracts	57,159	57,159	-	0.0%	260,103	260,103	-	0.0%	$ 632,728	$ 694,572	$ -	$ -	$ -
Bank Charges	444	444	-	0.0%	1,589	1,589	-	0.0%	$ 29,777	$ 75,494	$ -	$ -	$ -
Dues and Subscriptions	475	475	-	0.0%	575	575	-	0.0%	$ 8,940	$ 35,614	$ -	$ -	$ -
Equipment Rent	15,375	15,375	-	0.0%	46,989	46,989	-	0.0%	$ 187,273	$ 244,566	$ -	$ -	$ -
Tax & Licenses	1,545	1,545	-	0.0%	80,300	80,300	-	0.0%	$ 71,819	$ 135,547	$ -	$ -	$ -
Insurance	(54,112)	(54,112)	-	0.0%	10,208	10,208	-	0.0%	$ 205,513	$ 218,324	$ -	$ -	$ -
Miscellaneous	-	-	-	0.0%	30	30	-	0.0%	$ 25	$ 730	$ -	$ -	$ -
Total SG&A Expenses	523,981	523,981	-	0.0%	3,034,485	3,034,485	-	0.0%	12,687,210	19,483,998	-	-	-
EBITD	(1,052,183)	(1,052,183)	-	0.0%	1,360,095	1,360,095	-	0.0%	(9,340,531)	(7,581,330)	-	-	-
Interest and Penalties	30,577	30,577	-	0.0%	133,034	133,034	-	0.0%	$ 432,506	$ 547,123	$ -	$ -	$ -
Depreciation	74,323	74,323	-	0.0%	297,291	297,291	-	0.0%	$ 926,814	$ 859,205	$ -	$ -	$ -
EBIT	(1,157,083)	(1,157,083)	-	0.0%	929,770	929,770	-	0.0%	(10,699,850)	(8,987,658)	-	-	-
Non-Recurring Item	224,195	224,195	-	0.0%	374,526	374,526	-	0.0%	$ 430,168	$ -	$ -	$ -	$ -
Income Tax Expense	-	-	-	0.0%	16,500	16,500	-	0.0%	$ 3,234	$ 9,507	$ -	$ -	$ -
Net Income	(1,381,278)	(1,381,278)	-	0.0%	538,744	538,744	-	0.0%	(11,133,253)	(8,997,165)	-	-	-
	-	-			-	-							

Pioneer Health Services, Inc.
Comparative Statement of Operations
April 30, 2017

	Current Month				Year-to-Date			
	Actual	Prior Year	$ Var	% Var	Actual	Prior Year	$ Var	% Var
Revenue:								
Management and Consulting Fees	808,281	1,319,385	(511,104)	-38.7%	3,203,088	5,662,290	(2,459,202)	-43.4%
Gross Revenue	808,281	1,319,385	(511,104)	-38.7%	3,203,088	5,662,290	(2,459,202)	-43.4%
Net Patient Service Revenue	808,281	1,319,385	(511,104)	-38.7%	3,203,088	5,662,290	(2,459,202)	-43.4%
Other Income:								
Miscellaneous Income	(1,336,483)	(1,164,984)	(171,499)	14.7%	1,191,492	(2,806,299)	3,997,791	-142.5%
Total Income	(528,202)	154,401	(682,603)	-442.1%	4,394,580	2,855,991	1,538,589	53.9%
Selling, General, and Administrative Expenses:								
Salary, Bonus and Payroll Taxes	484,499	1,065,942	581,443	54.5%	2,344,886	4,615,908	2,271,021	49.2%
Education and Employee Expense	-	40	40	100.0%	3,595	4,098	503	12.3%
Contract Labor and Professional Fees	(30,112)	30,403	60,515	199.0%	70,280	203,792	133,512	65.5%
Travel and Entertainment	4,360	9,081	4,721	52.0%	29,560	77,165	47,604	61.7%
Advertising and Marketing	-	-	-	0.0%	-	(469)	(469)	100.0%
Supplies and Other Expenses	7,293	9,887	2,594	26.2%	35,424	61,151	25,726	42.1%
Rent Expense	2,190	8,409	6,219	74.0%	8,740	28,457	19,717	69.3%
Telephone and Utility Expense	34,866	33,358	(1,509)	-4.5%	137,196	171,341	34,145	19.9%
Repair and Maintenance	-	-	-	0.0%	5,010	13,832	8,822	63.8%
Service Contracts	57,159	57,443	284	0.5%	260,103	273,835	13,732	5.0%
Bank Charges	444	1,498	1,055	70.4%	1,589	26,521	24,932	94.0%
Dues and Subscriptions	475	220	(255)	-115.8%	575	6,208	5,634	90.7%
Equipment Rent	15,375	15,623	248	1.6%	46,989	95,929	48,939	51.0%
Tax & Licenses	1,545	2,871	1,326	46.2%	80,300	60,951	(19,349)	-31.7%
Insurance	(54,112)	17,231	71,343	414.0%	10,208	71,751	61,543	85.8%
Miscellaneous	-	-	-	0.0%	30	194	164	84.5%
Total SG&A Expenses	523,981	1,252,005	728,024	58.1%	3,034,485	5,710,662	2,676,177	46.9%
EBITD	(1,052,183)	(1,097,604)	45,421	-4.1%	1,360,095	(2,854,671)	4,214,766	-147.6%
Interest and Penalties	30,577	32,914	2,337	7.1%	133,034	157,228	24,194	15.4%
Depreciation	74,323	77,626	3,303	4.3%	297,291	311,124	13,833	4.4%
EBIT	(1,157,083)	(1,208,144)	51,061	-4.2%	929,770	(3,323,023)	4,252,793	-128.0%
Non-Recurring Item	224,195	-	(224,195)	-100.0%	374,526	-	(374,526)	-100.0%
Income Tax Expense	-	-	-	0.0%	16,500	-	(16,500)	-100.0%
Net Income	(1,381,278)	(1,208,144)	275,257	-22.8%	538,744	(3,323,023)	4,643,819	-139.7%

Pioneer Health Services, Inc.
Statement of Financial Condition - Trend
April 30, 2017

	Jan	Feb	Mar	Apr	Prior Year End Dec 2016	Prior Year End Dec 2015
Current Assets:						
Cash and Cash Equivalents	$ 778,462	$ 818,633	$ 703,530	$ 949,988	$ 715,111	$ 606,095
Trade Accounts Receivable	1,075,910	1,016,330	1,002,169	1,104,443	1,013,020	961,041
Allowance for Contractual Adjustments	-	-	-	-	-	-
Allowance for Doubtful Accounts	-	-	-	-	-	-
Net Trade Accounts Receivable	1,075,910	1,016,330	1,002,169	1,104,443	1,013,020	961,041
Affiliates Accounts Receivable	10,455,094	10,602,830	10,864,019	10,609,170	10,267,429	9,356,210
Affiliated Accrued Interest Receivable	373,172	378,713	384,201	389,635	367,579	296,199
Other Accounts Receivable	(53,080)	1,501,202	1,504,368	1,232,466	(61,248)	(181,552)
Accounts Receivable - Stockholder	211,690	211,690	211,690	211,690	211,690	211,690
Prepaid Expenses	(56,599)	(20,010)	36,079	(32,910)	(53,022)	9,578
Inventory	-	-	-	-	-	-
Total Current Assets	12,784,649	14,509,387	14,706,057	14,464,483	12,460,558	11,259,260
Long-Term Assets:						
Investment	21,326	21,621	21,650	21,650	19,356	20,017
Building and Land	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425	10,107,425
Construction in Progress	-	-	-	-	-	312,053
Software	75,489	75,489	75,489	75,489	75,489	75,489
Equipment	2,952,284	2,952,284	2,952,284	2,952,284	2,952,284	2,640,232
	-	-	-	-	-	-
Airplane	-	-	-	-	-	-
Automobiles	6,675	6,675	6,675	6,675	6,675	6,675
Leasehold Improvements	204,515	204,515	204,515	204,515	204,515	204,515
Accumulated Depreciation	(3,906,256)	(3,980,579)	(4,054,901)	(4,129,224)	(3,831,933)	(2,905,119)
Net Property, Plant and Equipment	9,461,458	9,387,430	9,313,137	9,238,814	9,533,811	10,461,286
Goodwill	-	-	-	-	-	-
Affiliates Notes Receivable	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837	2,252,837
Other Long Term Assets	(24,567,879)	(24,536,521)	(23,125,240)	(24,508,640)	(23,491,887)	(11,994,453)
Total Assets	$ (68,936)	$ 1,613,133	$ 3,146,790	$ 1,447,493	$ 755,318	$ 11,978,929
Current Liabilities						
Trade Accounts Payable	4,920,128	4,961,453	4,664,444	4,691,986	4,680,367	3,566,885
Affiliates Accounts Payable	-	408,637	408,637	13,300	-	-
Other Accounts Payable	522,097	513,151	448,832	475,040	484,368	1,127,491
Payroll and Vacation Payable	416,604	392,997	428,969	435,024	379,994	1,191,422
Payroll Tax Payable	2,599,716	2,608,821	2,569,745	2,561,858	2,591,538	2,380,112
Accrued Interest	358,598	392,205	424,453	454,975	324,098	23,003
Accrued Interest on Affiliates NP	-	-	-	-	-	-
Other Liability - Deferred Revenue	-	-	-	-	-	-
Current Portion of Notes Payable	1,407,514	1,465,549	1,526,179	1,585,817	1,345,257	827,692
Current Portion of Affiliate Notes Payable	-	-	-	-	-	-
Total Current Liabilities	10,224,657	10,742,813	10,471,259	10,218,000	9,805,623	9,116,605
Long - Term Liabilities						
Notes Payable	7,114,794	7,049,540	6,984,177	6,919,417	7,178,352	7,932,228
Affiliate Notes Payable	-	-	-	-	-	-
Total Long - Term Liabilities	7,114,794	7,049,540	6,984,177	6,919,417	7,178,352	7,932,228
Total Liabilities	17,339,451	17,792,354	17,455,436	17,137,417	16,983,975	17,048,833
Stockholder's Equity						
Common Stock	1,000	1,000	1,000	1,000	1,000	1,000
Stockholder Withdrawals	(1,351,315)	(1,351,315)	(1,351,315)	(1,351,315)	(1,351,315)	(1,325,815)
Retained Earnings	(14,878,354)	(14,878,354)	(14,878,354)	(14,878,354)	(3,745,088)	5,252,077
Net Income	(1,179,719)	49,448	1,920,022	538,744	(11,133,253)	(8,997,165)
Total Stockholder's Equity	(17,408,387)	(16,179,220)	(14,308,646)	(15,689,924)	(16,228,656)	(5,069,903)
Total Liabilities and Stockholder's Equity	(68,936)	1,613,133	3,146,790	1,447,493	755,318	11,978,929
	0.00	0.00	0.00	0.00		

Pioneer Health Services, Inc.
Statement of Operations - Trend
April 30, 2017

	Jan	Feb	Mar	Apr	Total	Variance Explanation	Prior Year Dec 2016	Prior Year Dec 2015
Revenue:								
Management and Consulting Fees	816,213	749,730	828,864	808,281	$ 3,203,088		$ 13,857,834	$ 20,130,025
Gross Revenue	816,213	749,730	828,864	808,281	3,203,088		13,857,834	20,130,025
Net Patient Service Revenue	816,213	749,730	828,864	808,281	3,203,088		13,857,834	20,130,025
Other Income:								
Miscellaneous Income	(1,021,731)	1,538,154	2,011,552	(1,336,483)	$ 1,191,492	*Comment Required*	$ (10,511,154)	$ (8,227,357)
Total Income	(205,518)	2,287,884	2,840,417	(528,202)	4,394,580		3,346,679	11,902,668
Selling, General, and Administrative Expenses:								
Salary, Bonus and Payroll Taxes	646,354	606,037	607,997	484,499	$ 2,344,886		$ 10,388,625	$ 15,235,987
Education and Employee Expense	3,319	112	163	-	$ 3,595		$ 6,399	$ 56,119
Contract Labor and Professional Fees	35,222	31,472	33,698	(30,112)	$ 70,280		$ 400,173	$ 873,277
Travel and Entertainment	8,433	8,221	8,546	4,360	$ 29,560		$ 138,187	$ 570,420
Supplies and Other Expenses	10,653	9,999	7,479	7,293	$ 35,424		$ 129,446	$ 372,566
Rent Expense	2,180	2,180	2,190	2,190	$ 8,740		$ 36,759	$ 248,597
Telephone and Utility Expense	25,323	40,190	36,817	34,868	$ 137,196		$ 433,403	$ 541,071
Repair and Maintenance	189	-	4,821	-	$ 5,010		$ 17,570	$ 139,545
Service Contracts	54,218	87,840	60,886	57,159	$ 260,103		$ 632,728	$ 694,572
Bank Charges	408	384	354	444	$ 1,589		$ 29,777	$ 75,494
Dues and Subscriptions	-	100	-	475	$ 575		$ 8,940	$ 35,614
Equipment Rent	10,476	10,557	10,581	15,375	$ 46,989		$ 187,273	$ 244,566
Tax & Licenses	7,632	68,565	2,558	1,545	$ 80,300		$ 71,819	$ 135,547
Insurance	15,224	31,900	17,196	(54,112)	$ 10,208		$ 205,513	$ 218,324
Miscellaneous	30	-	-	-	$ 30		$ 25	$ 730
Total SG&A Expenses	819,661	897,558	793,286	523,981	$ 3,034,485		$ 12,687,210	$ 19,483,998
EBITD	(1,025,179)	1,390,326	2,047,131	(1,052,183)	$ 1,360,095		$ (9,340,531)	$ (7,581,330)
Interest and Penalties	34,558	34,940	32,958	30,577	$ 133,034		$ 432,506	$ 547,123
Depreciation	74,323	74,323	74,323	74,323	$ 297,291		$ 926,814	$ 859,205
EBIT	(1,134,060)	1,281,063	1,939,849	(1,157,083)	$ 929,770		(10,699,850)	(8,987,658)
Non-Recurring Item	45,659	51,896	52,775	224,195	$ 374,526	*Comment Required*	$ 430,168	$ -
Income Tax Expense	-	-	16,500	-	$ 16,500		$ 3,234	$ 9,507
Net Income	(1,179,719)	1,229,167	1,870,574	(1,381,278)	538,744		(11,133,253)	(8,997,165)
					(0)			

Pioneer Health Services, Inc.
Statement of Stockholder's Equity
April 30, 2017

	Current Month Apr 2017	Current Year End Apr 2017	Prior Year End Dec 2016
Beginning Stockholder's Equity	$ (14,308,646)	$ (16,228,656)	$ (5,069,903)
Stockholder Withdrawals	-	-	(25,500)
Net Income	(1,381,278)	538,744	(11,133,253)
Ending Stockholder's Equity	$ (15,689,924)	$ (15,689,912)	$ (16,228,656)
	-	0	0

Pioneer Health Services, Inc.
Statement of Cashflows
April 30, 2017

	Current Month Apr 2017	Prior Month Mar 2017	Current Year to Date Apr 2017
Net Income	$ (1,381,278)	$ 1,870,574	$ 538,744
Operations:			
Depreciation Expense	74,323	74,323	297,291
Bad Debt (1)	-	-	-
Change in Trade Accounts Receivable (1)	(102,274)	14,161	(91,424)
Change in Other Current Assets (2)	590,306	(325,932)	(1,677,624)
Change in Current Liabilities (3)	(312,896)	(332,185)	171,818
Cash provided from Operations	(1,131,820)	1,300,940	(761,194)
Financing Activities:			
Change in Notes Receivable	1,383,400	(1,411,281)	1,016,753
Change in Notes Payable (4)	(5,123)	(4,733)	(18,375)
Acquisition of PP&E	(0)	(29)	(2,294)
Stockholder Distributions	-	-	-
Cash Provided Erom Financing Activities	1,378,277	(1,416,042)	996,083
Net Change in Cash	246,457	(115,103)	234,889
Beginning Cash Balance	703,530	818,633	715,111
Ending Cash Balance	949,988	703,530	950,000
	0	(0)	0
Notes:			
(1) Net change in Accounts Receivable	(102,274)	14,161	(91,424)
	-	-	-
(2) Other Accounts Receivable	271,903	(3,166)	(1,293,714)
Prepaid Expenses	68,989	(56,089)	(20,112)
Inventory	-	-	-
Intercompany Accounts Receivable	249,414	(266,677)	(363,798)
	590,306	(325,932)	(1,677,624)
	(0)	0	(0)
(3) Trade Accounts Payable	27,542	(297,009)	11,619
Intercompany Payable	(395,337)	-	13,300
Payroll/Vacation Accrual	6,055	35,971	55,030
Payroll Tax Payable	(7,887)	(39,076)	(29,680)
Accrued Interest Payable	30,522	32,248	130,877
Income Tax Payable			

Other Accounts Payable	26,209	(64,319)	(9,328)
	(312,896)	(332,185)	171,818
	(0)	0	0
(4) Notes Payable:			
Intercompany	-	-	-
Third Party	(5,123)	(4,733)	(18,375)
	(5,123)	(4,733)	(18,375)
	-	-	-

Pioneer Health Services, Inc.
Total - Variance Explanation
April 30, 2017

	Current Month			Year-to-Date		
	Variance	%	Explanation	Variance	%	Explanation
REVENUE						
MANAGEMENT AND CONSULTING FEES	-	0.00%		-	0.00%	
MISC	-	0.00%		-	0.00%	
TOTAL REVENUE	-	#DIV/0!		-	#DIV/0!	
SALARY EXP						
SALARY AND WAGES	-	0.00%		-	0.00%	
SALARIES BONUS	-	0.00%		-	0.00%	
FICA EXPENSE	-	0.00%		-	0.00%	
	-	#DIV/0!		-	#DIV/0!	
RELATED EXP						
LIFE & DISABILITY INSURANCE	-	0.00%		-	0.00%	
GROUP HEALTH INSURANCE	-	0.00%		-	0.00%	
EMPLOYEE EDUCATION	-	0.00%		-	0.00%	
EMPLOYEE RELATIONS	-	0.00%		-	0.00%	
UNEMPLOYMENT INSURANCE	-	0.00%		-	0.00%	
NON-PATIENT LICENSES & FEES	-	0.00%		-	0.00%	
NON-PATIENT PROFESSIONAL FEES	-	0.00%		-	0.00%	
NON-PATIENT CONTRACT LABOR	-	0.00%		-	0.00%	
TRAVEL & MILEAGE	-	0.00%		-	0.00%	
NON-PAT TRAVEL & MILEAGE	-	0.00%		-	0.00%	
BUSINESS MEALS & ENTERTAINMENT	-	0.00%		-	0.00%	
PATIENT CARE DEPARTMENTS SUPPLIES	-	0.00%		-	0.00%	
NON-PATIENT DEPARTMENT SUPPLIES	-	0.00%		-	0.00%	
FREIGHT / POSTAGE	-	0.00%		-	0.00%	
BUILDING LEASE/RENT	-	0.00%		-	0.00%	
UTILITIES	-	0.00%		-	0.00%	
TELEPHONE	-	0.00%		-	0.00%	
NON-PATIENT REPAIRS & MAINT	-	0.00%		-	0.00%	
NON-PATIENT OUTSIDE SERVICES	-	0.00%		-	0.00%	
BANK & CREDIT CARD FEES	-	0.00%		-	0.00%	
DUES & SUBSCRIPTIONS	-	0.00%		-	0.00%	
NON-PATIENT EQUIPMENT RENTAL	-	0.00%		-	0.00%	
WORKERS COMP INSURANCE	-	0.00%		-	0.00%	
PROPERTY & COMM INSURANCE	-	0.00%		-	0.00%	
PROFESSIONAL LIABILITY INSURANCE	-	0.00%		-	0.00%	
NON-PATIENT OTHER EXPENSES	-	0.00%		-	0.00%	
DEPRECIATION	-	0.00%		-	0.00%	
INTEREST	-	0.00%		-	0.00%	
STATE INCOME TAX EXPENSE	-	0.00%		-	0.00%	
NON-ALLOW TRAVEL AND MILEAGE	-	0.00%		-	0.00%	
REORG COST	-	0.00%		-	0.00%	
TOTAL EXPENSE	0	0.00%		0	0.00%	
NET INCOME	0.00	0.00%		0.00	0.00%	
	-			-		

Pioneer Health Services, Inc.
Total
April 30, 2017

	Current Month						Year-to-Date					
	Actual	%	Budget	%	$ Var	% Var	Actual	%	Budget	%	$ Var	% Var
REVENUE												
MANAGEMENT AND CONSULTING FEES	808,281	-153.03%	808,281	-153.03%	-	0.0%	3,203,088	72.9%	$ 3,203,088	72.9%	-	0.0%
MISC	(1,336,483)	253.03%	(1,336,483)	253.03%	-	0.0%	1,191,492	27.1%	$ 1,191,492	27.1%	-	0.0%
TOTAL REVENUE	(528,202)	100.00%	(528,202)	100.00%	-	0.0%	4,394,580	100.0%	4,394,580	100.0%	-	0.0%
SALARY EXP												
SALARY AND WAGES	434,756	50.96%	434,756	50.96%	-	0.0%	2,038,385	52.86%	2,038,385	52.86%	-	0.0%
SALARIES BONUS	-	0.00%	-	0.00%	-	0.0%	40,000	1.04%	40,000	1.04%	-	0.0%
FICA EXPENSE	28,863	3.38%	28,863	3.38%	-	0.0%	142,943	3.71%	142,943	3.71%	-	0.0%
	463,619	54.35%	463,619	54.35%	-	0.0%	2,221,328	57.61%	2,221,328	57.61%	-	0.0%
RELATED EXP												
LIFE & DISABILITY INSURANCE	300	0.04%	300	0.04%	-	0.0%	853	0.02%	853	0.02%	-	0.0%
GROUP HEALTH INSURANCE	20,580	2.41%	20,580	2.41%	-	0.0%	122,706	3.18%	122,706	3.18%	-	0.0%
EMPLOYEE EDUCATION	-	0.00%	-	0.00%	-	0.0%	3,431	0.09%	3,431	0.09%	-	0.0%
EMPLOYEE RELATIONS	-	0.00%	-	0.00%	-	0.0%	163	0.00%	163	0.00%	-	0.0%
UNEMPLOYMENT INSURANCE	1,545	0.18%	1,545	0.18%	-	0.0%	14,978	0.39%	14,978	0.39%	-	0.0%
NON-PATIENT LICENSES & FEES	-	0.00%	-	0.00%	-	0.0%	65,322	1.69%	65,322	1.69%	-	0.0%
PATIENT CARE CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	1,125	0.03%	1,125	0.03%	-	0.0%
NON-PATIENT PROFESSIONAL FEES	(46,059)	-5.40%	(46,059)	-5.40%	-	0.0%	1,088	0.03%	1,088	0.03%	-	0.0%
NON-PATIENT CONTRACT LABOR	15,947	1.87%	15,947	1.87%	-	0.0%	64,542	1.67%	64,542	1.67%	-	0.0%
TRAVEL & MILEAGE	102	0.01%	102	0.01%	-	0.0%	102	0.00%	102	0.00%	-	0.0%
NON-PAT TRAVEL & MILEAGE	4,000	0.47%	4,000	0.47%	-	0.0%	26,747	0.69%	26,747	0.69%	-	0.0%
BUSINESS MEALS & ENTERTAINMENT	258	0.03%	258	0.03%	-	0.0%	2,590	0.07%	2,590	0.07%	-	0.0%
PATIENT CARE DEPARTMENTS SUPPLIE	358	0.04%	358	0.04%	-	0.0%	383	0.01%	383	0.01%	-	0.0%
NON-PATIENT DEPARTMENT SUPPLIES	2,643	0.31%	2,643	0.31%	-	0.0%	15,241	0.40%	15,241	0.40%	-	0.0%
FREIGHT / POSTAGE	4,292	0.50%	4,292	0.50%	-	0.0%	19,800	0.51%	19,800	0.51%	-	0.0%
BUILDING LEASE/RENT	2,190	0.26%	2,190	0.26%	-	0.0%	8,740	0.23%	8,740	0.23%	-	0.0%
UTILITIES	18,113	2.12%	18,113	2.12%	-	0.0%	68,778	1.78%	68,778	1.78%	-	0.0%
TELEPHONE	16,753	1.96%	16,753	1.96%	-	0.0%	68,418	1.77%	68,418	1.77%	-	0.0%
NON-PATIENT REPAIRS & MAINT	-	0.00%	-	0.00%	-	0.0%	5,010	0.13%	5,010	0.13%	-	0.0%
NON-PATIENT OUTSIDE SERVICES	57,159	6.70%	57,159	6.70%	-	0.0%	260,103	6.75%	260,103	6.75%	-	0.0%
BANK & CREDIT CARD FEES	444	0.05%	444	0.05%	-	0.0%	1,589	0.04%	1,589	0.04%	-	0.0%
DUES & SUBSCRIPTIONS	475	0.06%	475	0.06%	-	0.0%	575	0.01%	575	0.01%	-	0.0%
NON-PATIENT EQUIPMENT RENTAL	15,375	1.80%	15,375	1.80%	-	0.0%	46,989	1.22%	46,989	1.22%	-	0.0%
WORKERS COMP INSURANCE	(59,927)	-7.02%	(59,927)	-7.02%	-	0.0%	(25,954)	-0.67%	(25,954)	-0.67%	-	0.0%
PROPERTY & COMM INSURANCE	1,915	0.22%	1,915	0.22%	-	0.0%	20,545	0.53%	20,545	0.53%	-	0.0%
PROFESSIONAL LIABILITY INSURANCE	3,900	0.46%	3,900	0.46%	-	0.0%	15,618	0.41%	15,618	0.41%	-	0.0%
NON-PATIENT OTHER EXPENSES	-	0.00%	-	0.00%	-	0.0%	30	0.00%	30	0.00%	-	0.0%
DEPRECIATION	74,323	8.71%	74,323	8.71%	-	0.0%	297,291	7.71%	297,291	7.71%	-	0.0%
INTEREST	30,577	3.58%	30,577	3.58%	-	0.0%	133,034	3.45%	133,034	3.45%	-	0.0%
STATE INCOME TAX EXPENSE	-	0.00%	-	0.00%	-	0.0%	16,500	0.43%	16,500	0.43%	-	0.0%
NON-ALLOW TRAVEL AND MILEAGE	-	0.00%	-	0.00%	-	0.0%	121	0.00%	121	0.00%	-	0.0%
REORG COST	224,195	26.28%	224,195	26.28%	-	0.0%	374,526	9.71%	374,526	9.71%	-	0.0%
TOTAL EXPENSE	853,076	100.00%	853,076	100.00%	-	0.0%	3,855,836	100.00%	3,855,836	100.00%	-	0.0%
NET INCOME	(1,381,278)	261.51%	(1,381,278)	261.51%	0	0.0%	538,744	12.26%	538,744	12.26%	0	0.0%

Pioneer Health Services, Inc.
Department Variance
April 30, 2017

Department: - -
Period: Apr

	Current Month			Year-to-Date	
	$ Var	% Var	Comment	$ Var	% Var
REVENUE					
INPATIENT REVENUE	$ -	0.0%		$ -	0.0%
OUTPATIENT REVENUE	-	0.0%		-	0.0%
CLINIC REVENUE	-	0.0%		-	0.0%
NURSING HOME	-	0.0%		-	0.0%
MANAGEMENT AND CONSULTING FEES	-	0.0%		-	0.0%
FITNESS CENTER	-	0.0%		-	0.0%
REHAB THERAPY REVENUE	-	0.0%		-	0.0%
HOSPITAL THERAPY REVENUE	-	0.0%		-	0.0%
LEASE REVENUE	-	0.0%		-	0.0%
HOSPITAL	-	0.0%		-	0.0%
BUSINESS	-	0.0%		-	0.0%
PROVIDER	-	0.0%		-	0.0%
MISCELLANEOUS INCOME	-	0.0%		-	0.0%
CONTRACTUAL ALLOWANCES	-	0.0%		-	0.0%
BAD DEBT	-	0.0%		-	0.0%
SALARY EXP					
SALARIES OTHER	-	0.00%		-	0.00%
SALARIES PHYSICIANS	-	0.00%		-	0.00%
SALARIES RN	-	0.00%		-	0.00%
SALARIES LPN	-	0.00%		-	0.00%
SALARIES NA	-	0.00%		-	0.00%
SALARIES BONUS	-	0.00%		-	0.00%
SALARIES ADD PAY PHYSICIAN	-	0.00%		-	0.00%
SALARIES ADD PAY OTHER	-	0.00%		-	0.00%
FICA EXPENSE	-	0.00%		-	0.00%
RELATED EXP					
LIFE & DISABILITY INSURANCE	-	0.00%		-	0.00%
GROUP HEALTH INSURANCE	-	0.00%		-	0.00%
RETIREMENT MATCH	-	0.00%		-	0.00%
EMPLOYEE EDUCATION	-	0.00%		-	0.00%
EMPLOYEE RELATIONS	-	0.00%		-	0.00%
PHYSICIAN RECRUITMENT	-	0.00%		-	0.00%
PURCHASE DISCOUNT	-	0.00%		-	0.00%
PHYSICIAN RECRUITMENT	-	0.00%		-	0.00%
UNEMPLOYMENT INSURANCE	-	0.00%		-	0.00%

BED TAX ASSESSMENT	-	0.00%		-	0.00%
PATIENT CARE PROPERTY TAX	-	0.00%		-	0.00%
PATIENT CARE LICENSES & FEES	-	0.00%		-	0.00%
NON-PATIENT PROPERTY TAX	-	0.00%		-	0.00%
NON-PATIENT LICENSES & FEES	-	0.00%		-	0.00%
SALES TAX	-	0.00%		-	0.00%
PROVIDERS FEES	-	0.00%		-	0.00%
PAYROLL PROCESSING	-	0.00%		-	0.00%
PATIENT CARE CONTRACT LABOR	-	0.00%		-	0.00%
PATIENT CARE PROFESSIONAL FEES	-	0.00%		-	0.00%
PHYSICIAN FEES	-	0.00%		-	0.00%
NON-PATIENT PROFESSIONAL FEES	-	0.00%		-	0.00%
NON-PATIENT CONTRACT LABOR	-	0.00%		-	0.00%
PROFESSIONAL FEES	-	0.00%		-	0.00%
COLLECTION SERVICES FEES	-	0.00%		-	0.00%
REVENUE MANAGEMENT FEES	-	0.00%		-	0.00%
BILLING & COLLECTION MGT FEES	-	0.00%		-	0.00%
VECHICLE FUEL	-	0.00%		-	0.00%
TRAVEL & MILEAGE	-	0.00%		-	0.00%
NON-PAT TRAVEL & MILEAGE	-	0.00%		-	0.00%
OPERATING FUEL	-	0.00%		-	0.00%
BUSINESS MEALS & ENTERTAINMENT	-	0.00%		-	0.00%
MARKETING & ADVERTISING	-	0.00%		-	0.00%
PATIENT CARE MEDICAL SUPPLIES	-	0.00%		-	0.00%
DRUGS	-	0.00%		-	0.00%
BLOOD & PLATELETS	-	0.00%		-	0.00%
OXYGEN & GASES	-	0.00%		-	0.00%
PATIENT CARE DEPARTMENTS SUPPLIE	-	0.00%		-	0.00%
RADIOLOGY FILM	-	0.00%		-	0.00%
UPL ASSESSMENT EXPENSE	-	0.00%		-	0.00%
NUCLEAR SCANS	-	0.00%		-	0.00%
ULTRASOUNDS	-	0.00%		-	0.00%
CT	-	0.00%		-	0.00%
MRI	-	0.00%		-	0.00%
SONOGRAMS	-	0.00%		-	0.00%
PATIENT CARE MINOR EQUIPMENT	-	0.00%		-	0.00%
PATIENT CARE OTHER EXPENSES	-	0.00%		-	0.00%
NON-PATIENT MINOR EQUIPMENT	-	0.00%		-	0.00%
FOOD & SUPPLEMENTS	-	0.00%		-	0.00%
GLASSWARE & ETC	-	0.00%		-	0.00%
NON-PATIENT DEPARTMENT SUPPLIES	-	0.00%		-	0.00%
LINEN & BEDDING SUPPLIES	-	0.00%		-	0.00%
FREIGHT / POSTAGE	-	0.00%		-	0.00%
BUILDING LEASE/RENT	-	0.00%		-	0.00%
UTILITIES	-	0.00%		-	0.00%
TELEPHONE	-	0.00%		-	0.00%

PATIENT CARE REPAIRS & MAINT	-	0.00%	-	0.00%
NON-PATIENT REPAIRS & MAINT	-	0.00%	-	0.00%
PATIENT CARE OUTSIDE SERVICES	-	0.00%	-	0.00%
NON-PATIENT OUTSIDE SERVICES	-	0.00%	-	0.00%
BANK & CREDIT CARD FEES	-	0.00%	-	0.00%
DUES & SUBSCRIPTIONS	-	0.00%	-	0.00%
PATIENT CARE EQUIPMENT RENTAL	-	0.00%	-	0.00%
NON-PATIENT EQUIPMENT RENTAL	-	0.00%	-	0.00%
WORKERS COMP INSURANCE	-	0.00%	-	0.00%
INSURANCE & BONDING	-	0.00%	-	0.00%
PROPERTY & COMM INSURANCE	-	0.00%	-	0.00%
PROFESSIONAL LIABILITY INSURANCE	-	0.00%	-	0.00%
AIRPLANE EXPENSE	-	0.00%	-	0.00%
NON-PATIENT OTHER EXPENSES	-	0.00%	-	0.00%
CONTRIBUTIONS	-	0.00%	-	0.00%
DEPRECIATION	-	0.00%	-	0.00%
AMORTIZATION	-	0.00%	-	0.00%
INTEREST	-	0.00%	-	0.00%
PENALTIES	-	0.00%	-	0.00%
STATE INCOME TAX EXPENSE	-	0.00%	-	0.00%
NON-RECURRING DEFERRED TAX EXPEI	-	0.00%	-	0.00%
NON-ALLOW TRAVEL AND MILEAGE	-	0.00%	-	0.00%
REORG COST	-	0.00%	-	0.00%
TOTAL EXPENSE	-	0.00%	-	0.00%
NET INCOME	0	0.00%	0	0.00%
	0		0	
STAT				
	-	0.00%	-	0.00%
	-	0.00%	-	0.00%
	-	0.00%	-	0.00%
	-	0.00%	-	0.00%
	-	0.00%	-	0.00%
TOTAL PRIMARY STATS	-	0.00%	-	0.00%
FTEs				
PRODUCTIVE	-	0.00%	-	0.00%
NON-PRODUCTIVE	-	0.00%	-	0.00%
CONTRACT LABOR	-	0.00%	-	0.00%
TOTAL FTEs	-	0.00%	-	0.00%
REVENUE	#DIV/0!		#DIV/0!	
EXPENSES	#DIV/0!		#DIV/0!	

NET INCOME

#DIV/0!

#DIV/0!

Pioneer Health Services, Inc.
Total
April 30, 2017

Period: Department: - -

	Current Month of Apr						Year-to-Date Apr					
	Actual	%	Budget	%	$ Var	% Var	Actual	%	Budget	%	$ Var	% Var
REVENUE												
INPATIENT REVENUE	$ -	0.00%	$ -	0.00%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%
OUTPATIENT REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
CLINIC REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
NURSING HOME	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
MANAGEMENT AND CONSULTING FEES	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
FITNESS CENTER	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
REHAB THERAPY REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
HOSPITAL THERAPY REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
LEASE REVENUE	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
HOSPITAL	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
BUSINESS	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
PROVIDER	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
MISCELLANEOUS INCOME	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
CONTRACTUAL ALLOWANCES	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
BAD DEBT	-	0.00%	-	0.00%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
SALARY EXP												
SALARIES OTHER	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES PHYSICIANS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES RN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES LPN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES NA	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES BONUS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES ADD PAY PHYSICIAN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALARIES ADD PAY OTHER	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FICA EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
RELATED EXP												
LIFE & DISABILITY INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
GROUP HEALTH INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
RETIREMENT MATCH	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
EMPLOYEE EDUCATION	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
EMPLOYEE RELATIONS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PHYSICIAN RECRUITMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PURCHASE DISCOUNT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PHYSICIAN RECRUITMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
UNEMPLOYMENT INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BED TAX ASSESSMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE PROPERTY TAX	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE LICENSES & FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT PROPERTY TAX	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT LICENSES & FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SALES TAX	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROVIDERS FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PAYROLL PROCESSING	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE PROFESSIONAL FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PHYSICIAN FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT PROFESSIONAL FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROFESSIONAL FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
COLLECTION SERVICES FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
REVENUE MANAGEMENT FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BILLING & COLLECTION MGT FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
VECHICLE FUEL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TRAVEL & MILEAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PAT TRAVEL & MILEAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
OPERATING FUEL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BUSINESS MEALS & ENTERTAINMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
MARKETING & ADVERTISING	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE MEDICAL SUPPLIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
DRUGS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%

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BLOOD & PLATELETS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
OXYGEN & GASES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE DEPARTMENTS SUPPLIE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
RADIOLOGY FILM	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
UPL ASSESSMENT EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NUCLEAR SCANS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
ULTRASOUNDS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
CT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
MRI	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
SONOGRAMS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE MINOR EQUIPMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE OTHER EXPENSES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT MINOR EQUIPMENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FOOD & SUPPLEMENTS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
GLASSWARE & ETC	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT DEPARTMENT SUPPLIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
LINEN & BEDDING SUPPLIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FREIGHT / POSTAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BUILDING LEASE/RENT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
UTILITIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TELEPHONE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE REPAIRS & MAINT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT REPAIRS & MAINT	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE OUTSIDE SERVICES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT OUTSIDE SERVICES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
BANK & CREDIT CARD FEES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
DUES & SUBSCRIPTIONS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PATIENT CARE EQUIPMENT RENTAL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT EQUIPMENT RENTAL	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
WORKERS COMP INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INSURANCE & BONDING	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROPERTY & COMM INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PROFESSIONAL LIABILITY INSURANCE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
AIRPLANE EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PATIENT OTHER EXPENSES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
CONTRIBUTIONS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
DEPRECIATION	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
AMORTIZATION	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST RELATED PARTIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST - TRISPAN	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
INTEREST	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
PENALTIES	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
STATE INCOME TAX EXPENSE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-RECURRING DEFERRED TAX EXPE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-ALLOW TRAVEL AND MILEAGE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
REORG COST	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL EXPENSE	0	0.00%	0	0.00%	-	0.0%	0	0.00%	0	0.00%	-	0.0%
NET INCOME	0	0.00%	0	0.00%	0	0.0%	0	0.00%	0	0.00%	0	0
STAT												
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL PRIMARY STATS	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
FTEs												
PRODUCTIVE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
NON-PRODUCTIVE	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
CONTRACT LABOR	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
TOTAL FTEs	-	0.00%	-	0.00%	-	0.0%	-	0.00%	-	0.00%	-	0.0%
REVENUE	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
EXPENSES	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
NET INCOME	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	

Control Panel

General Information

IDEA Budget Solution Template Type	Board Packet
Current Month Display	April 30, 2017
Current Period	Apr
Organization Name	Pioneer Health System
Packet Title	Financial Package
Fiscal Year Start Month	Jan
Current Fiscal Year End Date	12/31/2017
Global Stats Department - JCL	99999
Global Stats Department - SHC	9999

Data Sets Titles	Full	Short	Annual FTE Hours	Use In Report?
Current Year Actual	Actual 2017	2017	2080	Yes
Current Year Budget	Budget 2017	2017	2080	Yes
Prior Year Actual	Actual 2016	2016	2080	Yes
Prior Year 2 Actual	Actual 2015	2015	2080	Yes
Prior Year 3 Actual	Actual 2014	2014	2080	No
Prior Year 4 Actual	Actual 2013	2013	2080	No
Prior Year 5 Actual	Actual 2012	2012	2080	No

IS Trend Variance Thresholds	
Dollar Threshold	$10,000.00
Percent Threshold	10%

SCHEDULE 5.6

Unfiled Tax Returns

2016 Federal Tax Returns

2016 State Tax Returns for below States:

Mississippi

Alabama

Arkansas

Georgia

Hawaii

Louisiana

North Carolina

Tennessee

Virginia

SCHEDULE 5.9

Material Contracts

1. Operating Lease Agreement between Pioneer Health Services, Inc. and Alliance Funding Group dated January 14, 2015.

2. Operating Lease Agreement between Pioneer Health Services, Inc. and Varilease Finance, Inc., dated August 15, 2012.

3. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated June 30, 2012.

4. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated February 20, 2014

5. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated October 26, 2015.

6. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated August 15, 2015.

7. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated October 6, 2015.

8. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated August 18, 2015.

9. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated February 1, 2013.

10. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated February 1, 2013.

11. Operating Lease Agreement between Pioneer Health Services, Inc. and Canon Financial dated October 8, 2012.

12. Lease Agreement between Pioneer Health Services, Inc. and Regions Equipment Finance Corp. dated April 25, 2012.

13. Lease Agreement between Pioneer Health Services, Inc. and US Bank Equipment Finance dated June 18, 2015.

14. Lease Agreement between Pioneer Health Services, Inc. and NEC Financial Services dated February 1, 2013.

15. Lease Agreement between Pioneer Health Services, Inc. and Leasing Innovations, Inc. dated December 5, 2013.

16. Lease Agreement between Pioneer Health Services, Inc. and Leasing Innovations dated June 10, 2014.

17. Lease Agreement between Pioneer Health Services, Inc. and Regions Equipment Finance dated February 7, 2013.

18. Lease Agreement between Pioneer Health Services, Inc. and First Financial Corporate Leasing, LLC dated February 7, 2013.

19. Software License Contract between Pioneer Health Services and Paragon dated December 29, 2011.

20. Software License Contract between Pioneer Health Services and Relay Health dated September 26, 2011.

21. Software License Contract between Pioneer Health Services and Kronos Incorporated dated January 29, 2016.

22. Software License Contract between Pioneer Health Services and Compliance 360, Inc. dated November 15, 2012.

23. Software License Contract between Pioneer Health Services and ePremis dated September 26, 2011.

24. Software License Contract between Pioneer Health Services and eClinical Works dated September 26, 2014.

9. Software License Contract between Pioneer Health Services and Ability Network dated October 31, 2013.

25. Software License Contract between Pioneer Health Services and Passport dated January 21, 2010.

26. Software License Contract between Pioneer Health Services and Passport dated January 21, 2010.

27. The Insurance Contracts set forth on Schedule 5.4(c) are incorporated by reference herein.

28. Contract Labor Agreement between Pioneer Health Services and Justin Head dated May 27, 2016 .

29. Contract Labor Agreement between Pioneer Health Services and Riley McWhorter dated May 27, 2016.

30. Contract Labor Agreement between Pioneer Health Services and Paul Trussell contract dated January 4, 2017.

31. Service Contract between Pioneer Health Services and Jani King dated January 26, 2013.

32. Service Contract between Pioneer Health Services and Pitney Bowes dated March 30, 2015.

33. Service Contract between Pioneer Health Services and Shred It dated October 13, 2011.

34. Service Contract between Pioneer Health Services and Owens Business Machine.

37. Service Contract between Pioneer Health Services and Republic Services dated February 26, 2010.

38. Service Contract between Pioneer Health Services and MedAssets dated June 29, 2012.

39. Service Contract between Pioneer Health Services and G & K dated February 15, 2010.

40. The contracts set forth on Schedule 2.2(g) are incorporated by reference herein.

SCHEDULE 5.10

Labor Matters

None.

SCHEDULE 5.11

Benefit Plans

See attached.

PIONEER HEALTH SERVICES

2017-2018 Benefits

Type of Benefit	Effective Date	Eligibility	Summary of Benefits	Semi-Monthly Cost
United Healthcare Insurance (Health Savins Account-HSA) **BASE PLAN**	1st of month following 30 days of full time employment Base Plan	Full time employees, 30 hours or more per week	IN-Network, 70/30 coinsurance. $4,000/$8000 Embedded annual deductible $6,400/$12,800 OOP OON: Coinsurance varies. Deductibles $8,000/$16,000. OOP $12,800/$25,600	**Employee Only:** $65.36 **Employee/Spouse:** $317.77 **Employee/Children:** $190.53 **Family:** $461.42
United Healthcare Insurance (Health Savins Account-HSA) **BUY UP**	1st of month following 30 days of full time employment	Full time employees, 30 hours or more per week	IN-Network, 80/20 coinsurance. $1,500/$4,500 Non-Embedded annual deductible $6,000/$6,850 OOP OON: Coinsurance varies. Deductibles $3,000/$6,000. OOP $12,000/$24,000	**Employee Only:** $100.95 **Employee/Spouse:** $397.13 **Employee/Children:** $247.84 **Family:** $565.69
Assurant Dental Insurance	1st of month following 30 days of full time employment	Full time employees, 30 hours or more per week	In Network - $50 deductible, 100% preventative, 100% basic restorative care, 60% major restorative care, $2,000 annual max with max, 50% child orthodontia coverage	**EmployeeOnly:** $14.75 **Employee/Spouse:** $27.57 **Employee/Children:** $36.15 **Family:** $48.98
Assurant Vision Insurance VSP	1st of month following 30 days of full time employment	Full time employees, 30 hours or more per week	In Network Only. $10 exam co-pay, $25 material co-pay, 1 exam per year, lenses every 12 months, frames every 24 months, contact lenses every 12 months up to $130 allowance.	**Employee Only:** $4.38 **Employee/Spouse:** $8.16 **Employee/Children:** $8.91 **Family:** $12.69
Sunlife Basic Life and AD&D Insurance	2nd of month following 30 days of full time employment	Full time employees, 30 hours or more per week	One times your basic annual earnings, up to a maximum of $250,000—with no medical questions asked up to $250,000.	Company Paid. Based on employee salary. $0.09 per $1,000 in coverage
Sunlife Voluntary Life Insurance	1st of month following 30 days of full time employment	Full time employees, 30 hours or more per week	You can elect $10,000 to $500,000—in $10,000 increments not to exceed five times your basic annual earnings—with no medical questions asked up to lesser of current amount or $200,000. **SPOUSE** If you elect coverage for yourself, you can sign up for $10,000 to $150,000—in $10,000 increments—with no medical questions asked up to lesser of current or $40,000.1 (Not to exceed 100% of your elected amount.) **CHILD** If you elect coverage for yourself, you can sign up for $10,000. (Not to exceed 50% of your elected amount.)	RATES ARE AGE BANDED
Sunlife LTD	1st of month following 30 days of full time employment	Full time employees, 30 hours or more per week	LTD: Up to 50% of base monthly pay with $10,000.00 maximum benfits beginning after 90 day waiting period.	LTD 90 day waiting period $0.655 per $100 of monthly payroll
Sunlife STD	2nd of month following 30 days of full time employment	Full time employees, 30 hours or more per week	STD: Up to 60% of base weekly pay to a max of $1500 per week after waiting period has been reached.	STD 14 day waiting period $0.744 per $10 of weekly benefit

401K Securian	6 months following 1st day of employment.	Full time employees, 30 hours or more per week. Minimum of 21 years of age to particiapte.	Company does not match contributions at this time	Varies based on contribution rate. Employees may contribute 1-15% of salary per year.
Assurant Accident	1st of month following 30 days of full time employment	Full time employees, 30 hours or more per week	Optional supplemental benefits	**Employee Only:** $7.06 **Employee/Spouse:** $9.23 **Employee/Children:** $10.91 **Family:** $13.10
Assurant Cancer	1st of month following 30 days of full time employment	Full time employees, 30 hours or more per week	Optional supplemental benefits; Portable, Wellness Benefit: $75	**EmployeeOnly:** $12.73 **Employee/Spouse:** $23.40 **Employee/Children:** $13.97 **Family:** $24.64

SCHEDULE 5.13

Permits and Licenses

State of Mississippi, Privilege Tax License in favor of Pioneer Health, dated October 1, 2016.

SCHEDULE 5.15

Seller's Financial Advisors

SOLIC Capital Advisors, LLC, broker for Seller (and not for Purchaser). No broker fee or commission is due from Purchaser in any amount for broker services provided for Seller by Seller's broker.

SCHEDULE 5.16

Seller's Legal Proceedings

Cigna v. PHS, Inc., et al- Cigna Ins. Co. suing for alleged breach of contract.

UCC v. PHS, Inc., et al- the D&O adversary proceeding.

EEOC v. PHS, Inc.- ADA claim and retaliation.

SCHEDULE 6.3(a)

Purchaser's Required Third-Party Consents

None.

SCHEDULE 6.3(b)

Purchaser's Conflicts

None.

SCHEDULE 6.7(a)

Purchaser's Healthcare Regulatory Compliance Status (Pending Actions)

None.

SCHEDULE 6.7(b)

Purchaser's Healthcare Regulatory Compliance Status (Completed Actions)

None.

SCHEDULE 6.8

Relationships

(a) Sydney Sawyer, CEO of the Purchaser, is Joseph McNulty's brother-in-law.

(b) Joseph McNulty was CEO of Pioneer Health Services, Inc. ("PHS").

Josh McNulty, Joseph McNulty's son, was an employee of Medicomp, Inc., an Affiliate.

Morgan Dunn, Joseph McNulty's daughter, was an executive employee of Rural Solutions, LLC, an Affiliate, through her Employment Agreement, and previous to that an executive employee of PHS. All Rural Solutions employees were paid via PHS and reimbursed from Rural Solutions to PHS.

Melissa Sawyer, Sydney Sawyer's wife, was an employee of Rural Solutions after its creation, and was previous to that an employee of PHS.

Sydney Sawyer, Joseph McNulty's brother-in-law, has been an employee of PHS since before 1/1/10 and to the present.

Keely McNulty, Joseph McNulty's daughter-in-law and Josh McNulty's wife, is employed as in-house counsel at PHS, and was previous to that an independent contractor of PHS.

Malory McNulty Yelverton, Joseph McNulty's daughter, is employed at PHS.

(c) Independent Healthcare Management, Inc. ("Lackey Hospital") has been party to a management contract and billing and collections contract with PHS since before 1/1/10, and was during some part of that time also a party to a behavioral health contract with PHS and a patient therapy contract with Medicomp, Inc.

Joseph McNulty was Chairman of the Board of Directors of Lackey Hospital from January 1, 2010 until May 4, 2016.

Josh McNulty, has been on the Board of Directors of Lackey Hospital from January 1, 2010 to the present.

Sydney Sawyer has been interim CEO of Lackey Hospital from April 15, 2016 to the present. This cost is paid by PHS per the management agreement with Lackey Hospital, then the cost is reimbursed from Lackey Hospital unto PHS.

Lackey Hospital was party to a consulting contract with Health Services Management Consulting, LLC, a McNulty Affiliate, from August 1, 2016 to July 31, 2017.

In her capacity as employed in-house counsel to PHS, Lackey Hospital's management company, Keely McNulty was, until October 5, 2017, registered agent for service of process for Lackey Hospital.

(d) Subject to the disclosures above, there is no further economic relationship anticipated between the Purchaser and the McNulty Family or any Affiliates of the McNulty Family within twelve months following the Closing. Josh McNulty will continue to sit on the Board of Lackey Hospital. Lackey Hospital has no commitment to engage in any economic relationship with the McNulty Family or its Affiliates after the Closing, but it is possible that circumstances would arise in which the Board at Lackey Hospital might find such a relationship to be in the best interest of Lackey Hospital.

SCHEDULE 8.2

Pre-Closing Transactions Outside the Ordinary Course of Business

None.

SCHEDULE 10.3(c)

Healthcare Regulatory Consents

None.

SCHEDULE 12.3

Purchase Price Allocation

To be mutually agreed upon prior to the Closing.

SO ORDERED,

Judge Neil P. Olack
United States Bankruptcy Judge
Date Signed: November 16, 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] **NO. 16-01119-NPO**
DEBTOR **CHAPTER 11**

AGREED ORDER

THIS CAUSE having come on for hearing on the *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, Inc.]* **[DK #2274]** (the "Motion") and subsequent Notice **[DK #2387]** filed herein by Pioneer Health Services, Inc. (the "Movant" or "Debtor"), and upon the objections thereto filed by Med One Capital Funding, LLC ("Med One")

[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. *Pioneer Health Services of Early County, LLC,* No. 16-01243-NPO was administratively consolidated into the "main" case of *Pioneer Health Services , Inc.*, No. 16-01119-NPO, on April 15, 2016. All of these cases are hereinafter referred to collectively as "the Debtor".

[DK #2296], Amur Equipment Finance, Inc. f/k/a Axis Capital, Inc. ("Axis") **[DK #2323]**, the Official Committee of Unsecured Creditors ("OCUC") **[DK #2327]**, SAI Global Compliance, Inc. ("SAI") **[DK #2328]**, Siemens Financial Services, Inc. ("Siemens") **[DK #2335]**, Commercial Loan Investment IV, LLC ("CLI") **[DK #2337]**, the United States Trustee ("UST") **[DK #2338]**, the United States of America on behalf of the Internal Revenue Service ("IRS") **[DK #2340]**, the Court having been advised that all the objecting parties have resolved the objections by agreement and/or by prior Orders: Med One **[DK #2395]**, Axis **[DK #2393]**, SAI **[DK #2388]**, and CLI **[DK #2389]**, and this Order should be entered memorializing the agreement of the parties, setting deadlines and granting other relief. The Court does hereby find, adjudicate and order as follows, to-wit:

1. The Debtor initiated this case by the filing of Voluntary Petition under Chapter 11 of the Bankruptcy Code on the 30th day of March, 2016. Since filing bankruptcy, the Debtor has remained in possession of its property and has continued to operate its business as debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

2. This Court has jurisdiction of 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.

3. Debtor is the owner of all the subsidiaries that have filed bankruptcy and owner of various non-bankrupt entities. It is also the "management company" for all "operating" entities. In addition, it provides consulting, billing and collection services to non-affiliated third parties.

4. SOLIC Capital Advisors, upon being retained as financial advisor on July 1, 2016, began compiling an electronic dataroom for the Debtor containing historical operating, financial, legal and regulatory facility related information. SOLIC granted dataroom access to a number of parties expressing initial interest in acquiring the Debtor. 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 the Debtor. SOLIC received an asset purchase agreement for the purchase of the Debtor from Lackey Healthcare Management, LLC ("Lackey") dated as of August 14, 2017, a copy of which was attached to the Motion, incorporated by reference and marked as Exhibit "A". Additionally, disclosure schedules related to the transaction were also prepared by the Debtor and Lackey, and a copy of the disclosure schedules was attached to the Motion, incorporated by reference and marked as Exhibit "B".

5. At this time, the Lackey proposal represents the highest and bed bid received, with the Movant and Lackey in mutual agreement on the terms of the attached asset purchase agreement. The Lackey proposal represents the best opportunities for this entity to continue to operate and to preserve its going concern value, to retain employment of as many employees as possible and to generate the greatest return to creditors and parties in interest.

6. The Lackey agreement contemplates the filing, by the Debtor, of the Motion seeking approval of Lackey as a "stalking horse", approving bidding procedures, scheduling an auction, a sale hearing and related matters. This was a material inducement to Lackey in entering into the asset purchase agreement. By the Motion, Debtor seeks approval of Lackey as a stalking horse in connection with the transaction.

7. As noted, following arm's length negotiations, the Debtor and Lackey agreed to a form of 11 U.S.C. § 363 sale asset purchase agreement (the "APA"), and that agreement is Exhibit "A" to the Motion. The assets to be included within the sales transactions (hereinafter referred to as the "Assets") shall only include the Purchased Assets (as that term is defined in the APA) and shall not include the Excluded Assets (as that term is defined in the APA). The sales

transaction described therein is subject to higher or otherwise better offers through an auction process pursuant to Sale Procedures, as set forth herein.

8. As set forth in the APA, the Debtor has agreed to provide Lackey (the "Stalking Horse Bidder"), with a break-up fee of $20,000.00 upon the certain terms and conditions set forth in the APA. The Debtor has further agreed to entertain offers for the Assets that are "covered" by the APA only in amounts that are in excess of the purchase price offered by the Stalking Horse Bidder as set forth in the APA which is a material inducement to the Stalking Horse Bidder's agreement to submit its bid.

9. The sale of the Assets pursuant to the APA is subject to higher or otherwise better offers. To ensure that the highest or otherwise best offer is received for the Assets, the Debtor seeks to establish procedures for the submission of competing bids at an auction.

10. The following bidding procedures and sales process for the sale of the Assets (the "Sale Procedures") are approved:

A. Bid Procedures

(i) Qualified Bidders. The Debtor shall seek to identify and recognize a number of bidders as qualified to bid on the Assets, based on, among other things, statements of interest and certain financial information demonstrating to the Debtor's satisfaction the bidders' financial wherewithal to consummate a purchase of the Assets (each, a "Qualified Bidder").[2] The Debtor shall notify all Qualified Bidders in writing of their designation as Qualified Bidders and their ability to participate in the bidding process. Any party interested in purchasing the Assets may seek to become a Qualified Bidder and participate in the bidding process by notifying the Debtor and its counsel prior to the Bid Deadline (as such term is defined below) of its interest in bidding on the Assets and providing such information as may be required by the Debtor to demonstrate such potential

[2] For avoidance of doubt, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder(s) for purposes of the Sale Procedures.

bidder's financial wherewithal to consummate a purchase of the Assets and assume operations as the Debtor immediately upon closing the transaction(s), and by submitting a Good Faith Deposit (as such term is defined below). The Debtor may determine which additional parties constitute Qualified Bidders.

(ii) Due Diligence. The Debtor will afford any potential Qualified Bidder such due diligence access or additional information as may be reasonably requested by the prospective Qualified Bidder and that, in its business judgment, the Debtor determines to be reasonable and appropriate, subject to the Qualified Bidder's execution of an appropriate confidentiality agreement covering such diligence materials and information. The Debtor will coordinate all reasonable requests for additional information and due diligence access from prospective Qualified Bidders with Qualified Bidders' requests being treated as a higher priority than prospective Qualified Bidders. Unless otherwise determined by the Debtor, in its discretion, the availability of additional due diligence to a prospective Qualified Bidder will cease from and after the Bid Deadline (as such term is defined below).

(iii) Non-Qualified Bidders. Any potential bidder that is not designated as a Qualified Bidder in accordance with the foregoing shall be disqualified from further participation in the bidding process ("Non-Qualified Bidder"). A Non-Qualified Bidder will be permitted to conduct initial due diligence, only until the Court approves the Bid Procedures Motion, but not be permitted to conduct extensive due diligence, and will not be able to make a bid for the Assets under the Sale Procedures or participate in the Auction (as such term is defined below).

(iv) Asset Purchase Agreement. All Qualified Bidders must submit to the Debtor, the Official Committee of Unsecured Creditors of Debtor (the "Committee") Capital One, National Association ("Capital One"), and the Internal Revenue Service (the "IRS") an asset purchase agreement(s) that is "marked up" to reflect any revisions that the Qualified Bidder has made to the APA or the APAs for the submission of Qualified Bids (the "Competing APA"). The offer shall:

a) provide that the bidder offers to purchase the Assets upon terms stated in the offer;

b) clearly delineate all components of the proposed purchase price; including, but not limited to, a precise and complete list

of all executory contracts and unexpired leases which the bidder proposes to have the Debtor assume and assign to the bidder, as well as the cure amounts for each executory contract and unexpired lease the bidder is willing to pay toward cure costs;[3]

c) provide that the bidder's offer is irrevocable upon acceptance by the Debtor at the Auction;

d) disclose the relationship, if any, between the bidder and the Debtor and its insiders or affiliates;

e) provide that the bidder's offer is subject to no, or minimal, due diligence contingencies, and if any contingencies, that they be removed by the Bid Deadline, and is not subject to board approval or financing contingency; and

f) does not contain any other material conditions to closing.

(v) Bid Deadline. Bids must be submitted on or before 5:00 p.m. (Central Time), November 17, 2017 (the "Bid Deadline"). At the time that overbids are submitted, those entities submitting overbids must also designate the executory contracts and unexpired leases they desire for the Debtor to assume and assign or, in the cases of assumed unexpired leases or executory contracts, those unexpired leases or executory contracts the entity submitting the overbid desires the Debtor to assign to that entity. Similarly, the Stalking Horse and all Qualified Bidders shall designate, on or before November 17, 2017, by 5:00 p.m. (Central Time), those executory contracts and unexpired leases they desire the Debtor to assume and assign or, to assign in the cases of previously assumed unexpired leases and executory contracts. Thereafter, on November 17, 2017, the Debtor shall file the appropriate motion or motions seeking authority of the Court to assume and assign, or simply to assign, the designated executory contracts and unexpired leases. Non-debtor contracting parties must file their objections and responses to the motions to assume and assign, or motions to assign, on or before December 8, 2017 at 3:00 p.m.. In the event objections to the motions to assume and assign, or motions to assign, are filed, they shall be heard and considered by the Court at the Sale Hearing (which will be set for December 11, 2017,

[3] Nothing contained in this Motion shall constitute a determination as to whether any contracts or unexpired leases are executory contracts or unexpired leases or should be treated as disguised financing arrangements.

at 1:30 p.m.). A Qualified Bidder that desires to make a bid, and that desires to designate executory contracts and unexpired leases to be assumed and assigned, or assigned, shall submit via electronic mail, U.S. Mail, facsimile or other delivery service, written copies of its bid to the following:

Debtor's Investment Banking Firm:
Mr. Greg Hagood
SOLIC Capital Advisors, LLC
3284 Northside Parkway, Suite 450
Atlanta, GA 30327
Fax No. 404-846-0600
Email: ghagood@soliccapital.com

Debtor's Chief Restructuring Officer:
Mr. Scott Phillips
Healthcare Management Partners LLC
1515 Market Street, Suite 1200
Philadelphia, PA 19102
Fax No. 215-689-4386
Email: sphillips@hcmpllc.com

Counsel for the Debtor:
Craig M. Geno, Esq.
Law Offices of Craig M. Geno, PLLC
587 Highland Colony Parkway
Ridgeland, MS 39157
Fax: 601-427-0050
Email: cmgeno@cmgenolaw.com

Counsel for the Committee:
Darryl S. Laddin, Esq.
Arnall Golden Gregory LLP
171 17th Street, NW, Suite 2100
Atlanta, GA 30363
Fax: 404-873-8121
Email: dladdin@agg.com

Counsel for Lackey:
Andy Taggart, Esq.
Taggart, Rimes & Graham, PLLC
1022 Highland Colony Parkway, Suite 101
Ridgeland, MS 39157
Email: andy@trglawyers.com

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Brian I. Swett, Esq.
McGuire Woods, LLP
77 West Wacker Drive, Suite 4100
Chicago, IL 60601-818
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Counsel for the Internal Revenue Service:
Robert E. Dozier, Esq.
Trial Attorney, Tax Division
U.S. Department of Justice
555 Fourth Street, N.W.
Room 6211
Washington, D.C. 20001
Fax: 202-514-9868
Email: robert.e.dozier@usdoj.gov

B. Bid Requirements

(i) Assets. Qualified Bidders may make a bid for all the Assets or some subset thereof. The Debtor reserves the right, in its discretion, to consider any bids for less than all of the Assets.

(ii) Form and Content of Bid. A Qualified Bidder must submit its bid in a signed Competing APA. The bid shall contain the terms and conditions, and amount, of the offer being submitted by the bidder.

(iii) Required Supporting Materials. A Qualified Bidder shall also furnish with its offer (a) written evidence of available cash or a commitment for financing and such other evidence of ability to consummate the transaction as the Debtor may reasonably request; and (b) a copy of a board resolution or similar document demonstrating the authority of the Qualified Bidder to make a binding and irrevocable bid on the terms proposed in the Competing APA.

(iv) Required Good Faith Deposit. By the Bid Deadline, a Qualified Bidder must deposit with the Debtor's counsel a good faith deposit in

the amount of $15,000.00 (the "Good Faith Deposit"). The Good Faith Deposit must be made by a certified check or wire transfer and will be held by the Debtor's counsel of record subject to the remaining provisions of this Bid Procedures Motion.

(v) Bid Lots.

The Debtor may offer the Assets for sale only in the following lot:

(a) Lot 1 - Bulk Bid (everything as proposed and allocated in the APA).

(vi) Qualified Bid. Subject to the terms of Section B(vii) below, a bid received by the Bid Deadline from a Qualified Bidder that meets the requirements in Sections B(i)-(iv) is considered a "Qualified Bid." The Debtor, in consultation with the Committee, the IRS and Capital One, reserves the right to waive material noncompliance with any one or more of these requirements and deem any otherwise non-qualifying bid to be a Qualified Bid. A Qualified Bid will be evaluated based upon factors such as: (a) the amount of the Qualified Bid; (b) the fair, net value to be provided to the Debtor under the Qualified Bid; (c) the ability to close or the likelihood of closing the proposed sale transaction without delay; and (d) any other factors that the Debtor, after consultation with the Committee, the IRS and Capital One, may deem relevant.

(vii) Rejection of Bid. Notwithstanding the foregoing, the Debtor, in consultation with the Committee, the IRS and Capital One, shall be entitled to reject any Qualified Bid, in its discretion, if the Qualified Bid:

(a) is on terms that are materially more burdensome or conditional than the terms of the APA;

(b) requires any indemnification of such Qualified Bidder;

(c) is not received by the Bid Deadline;

(d) requires any regulatory or other approval that would unreasonably delay the closing;

(e) does not satisfy Section B of the Sale Procedures;

(f) contains any material conditions to closing; or

(g) any other factors that the Debtor, in consultation with the Committee, the IRS and Capital One, may deem relevant and/or not in the best interest of the Debtor's estate.

Any bid rejected pursuant to this Section B(vii) shall not be deemed to be a Qualified Bid.

C. Auction Process

(i) Bid Negotiations. Upon the receipt of a Qualified Bid or Qualified Bids, the Debtor, in consultation with the Committee, the IRS and Capital One, may negotiate with one or more Qualified Bidders regarding the terms of the applicable Qualified Bids.

(ii) Auction. An auction for the sale of the Assets (the "Auction") will commence at 10:30 a.m. (Central Time) on December 11, 2017, at the U. S. Bankruptcy Court, Southern District of Mississippi, 501 E. Court Street, Jackson, MS 39201.

(a) Qualified Participants. Unless otherwise ordered by the Bankruptcy Court for cause shown, only the Stalking Horse Bidders and any Qualified Bidder that has been notified that it has submitted a Qualified Bid shall be eligible to participate in the Auction. The Debtor shall conduct the Auction consistent with the Sale Procedures and in a manner to maximize the consideration provided for the Assets.

(b) Bidding Process. For all Lots and Selection of Successful Bidder. At the commencement of the Auction, The Stalking Horse Bidder shall submit its bid for all Lots as the initial bid (the "Opening Bid"). Subsequent to the Opening Bid, the next bid must exceed the Opening Bid by at least $20,000.00 with subsequent bidding increments of not less than $10,000.00 greater than that of the then-highest or otherwise best Qualified Bid. During the Auction, the Bankruptcy Court or the Debtor, in its discretion, in consultation with the Committee, the IRS and Capital One, may authorize different bid increments. Upon completion of the Auction, the Debtor, in consultation with the Committee, the IRS and Capital One, shall select the bidder (the "Successful Bidder"), if any, that has submitted the Qualified Bid, if any, which, in the Debtor's reasonable judgment, after consultation with the Committee, represents the highest or otherwise best offer and is in the best interest of the Debtor, its estate and its creditors (the "Successful Bid").

(c) Factors Considered. In consultation with the Committee, the IRS, and Capital One, the Debtor will consider a number of factors in selecting the Successful Bidder or Bidders, including without limitation, (i) aggregate purchase price, (ii) composition of consideration, (iii) closing conditions, (iv) closing timeline/closing costs, and (v) commitment to community, employees and capital investment.

(d) Debtor's Discretion. Except as specifically provided in Sections (b), (c), and (d) of this subsection, the Debtor, in its discretion, after consultation with the Committee, the IRS and Capital One, may conduct the Auction in any manner deemed reasonably prudent to obtain the highest or otherwise best result for the Debtor's estate.

11. A hearing with respect to the forthcoming Motion to Sell (the "Sale Hearing") will take place at the Bankruptcy Court on December 11, 2017 at 1:30 p.m. The deadline for any party in interest to file any objections to the Motion to Sell shall be 3:00 p.m. on December 7, 2017 (the "Objection Deadline"). If any Successful Bidder is selected by the Debtor, in consultation with the Committee, the IRS and Capital One, the Debtor, in its discretion, will seek the entry of a final order from the Bankruptcy Court at the Sale Hearing approving and authorizing the proposed sale to the Successful Bidder on the terms and conditions substantially consistent with and in accordance with these Sale Procedures. The Debtor will also seek to have the bid (the "Back-up Bid") of the second-highest bidder (the "Back-up Bidder") approved in the event the Successful Bidder is unable or unwilling to close.

12. The Good Faith Deposit, together with all interest accrued thereon, if any, shall be returned to any bidder whose bid was not the Successful Bid or the Back-up Bid. The Good Faith Deposit submitted by the Successful Bidder shall be applied against the payment of the purchase price at the closing of the sale to the Successful Bidder. Likewise, upon closing of a transaction with the Successful Bidder, the Back-up Bidder's Good Faith Deposit will be returned unless the

Successful Bidder is unable to close at which point the Successful Bidder's or Successful Bidder's Good Faith Deposit will be forfeited to the Debtor and the Back-up Bidder will become the Successful Bidder, and the Back-up Bidder's Good Faith Deposit shall be applied to the purchase price for the Back-up Bid.

13. Courts have made clear that a debtor's business judgment is entitled to substantial deference with respect to the procedures to be used in selling assets of the bankruptcy estate.

14. The Sale Procedures will establish sound parameters by which the proffered sale price of the Assets may be tested at the Auction, as well as the ensuing Sale Hearing, and evaluated as described herein.

15. The Auction and Sale Procedures will promote active bidding from seriously interested parties and will dispel any doubt as to the best or otherwise highest offer reasonably available at this time for the purchase of the Assets. Moreover, the Sale Procedures will allow the Debtor to conduct the Auction in a controlled, fair, and open fashion that will encourage participation by financially capable bidders who demonstrate the ability to close a transaction.

16. The Sale Procedures as set forth herein and approved as the requested procedures (i) are the product of the Debtor's sound business judgment, after consultation with parties-in-interest, (ii) will foster and enhance bidding and thus maximize the offers for the Assets, and (iii) are thus in the best interest of the Debtor's estate and its creditors.

17. The Sale Procedures are the result of extensive efforts by the Debtor and its professionals. Accordingly, the Sale Procedures represent a sound business decision, made in good faith and with full information. Potential bidders did not have specific input into the development of the Sale Procedures, and thus the Sale Procedures were not subject to manipulation or self-dealing.

18. Further, the Sale Procedures will foster and enhance the bidding process resulting in the maximization of potential bids. The Sale Procedures clearly delineate a structured process for the solicitation, negotiation and proposition of bids, and auction, for the Assets. Since prospective purchasers will receive notice of the Sale Procedures and certain relevant dates, these prospective bidders will have full notice of the ground rules to bid, or not bid, on the Assets. This finality will cause prospective bidders to "step up to the plate" and present bids that would enable their participation at the Auction. The openness of the process will ensure a fair process for all potential bidders. The Sale Procedures will maximize potential offers by providing a fair, open and structured process.

19. The implementation of the Sale Procedures - namely the sale of the Assets to a Successful Bidder - is in the best interest of the Debtor's estate and its creditors.

20. As noted earlier, the Sale Procedures will maximize the offers for the Assets. The sale of the Assets is in the best interest of the estate, until the process has played out, the Debtor cannot predict the final outcome. However, the Sale Procedures should be permitted to proceed in order to flush out the highest or otherwise best offers of any and all prospective bidders. The proposed Sale Procedures will accomplish that goal and thus the approval of the Sale Procedures is in the best interest of the estate and its creditors.

21. The Debtor shall keep its major lender, Capital One Commercial Banking ("Capital One"), we well as the IRS, informed of, and shall provide Capital One and the IRS with, parallel insight and input into, developments regarding all elements of the bidding and sale process, including without limitation being notified of entities that express interest in purchasing the Assets and any bids that are received, as well as an express right to object to unqualified bids. Capital One

and the IRS shall have the same informational and input rights as the Committee in the bidding and sale process for the Assets.

22. The Debtor is directed to provide a copy of this Order to all creditors and parties in interest on the Reduced Service List maintained by this Court, all counter-parties to contracts or unexpired leases with the Debtor, all federal, state and county taxing authorities in all locations in which any of the Assets are located and all other parties as determined by this Court, including, all known bidders or prospective bidders having previously expressed an interest in the Assets to the Debtor or SOLIC.

23. The limited objection of the OCUC and the objection of the IRS are resolved as follows:

(a) the Successful Bidder at the proposed Auction shall pay any and all cure costs and/or transfer costs related to the Purchased Contracts[4];

(b) the APA is modified to require Lackey or the Successful Bidder at the proposed Auction to pay all of the consideration owed to PHS under Section 3.1 of the APA (except for the deferred payment) at Closing;

(c) the Motion and Section 11.2 of the APA are modified to clarify that Lackey or the Successful Bidder at the proposed Auction will remain liable for the full measure of damages in the event of an uncured default by the purchaser under the APA or a Competing APA;

(d) the break-up fee is reduced to the sum of $20,000.00;

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[4] Defined terms in this Order are taken from the APA and from the Motion.

(e) the deposit of $15,000.00 is the deposit required by Lackey as well as any other Qualified Bidder;

(f) the schedules to the APA have been amended to provide for additional disclosures regarding the connection by, between and among Lackey, the Debtors and any member of the McNulty family;

(g) the initial bid in excess of the Opening Bid must exceed the Opening Bid by at least $20,000.00. Subsequent bidding shall be in increments of $10,000.00;

(h) the IRS is included in the list of counsel to whom Qualified Bidders must submit their bids prior to the proposed Auction. In addition, the IRS, through its counsel, shall be included in the multiple other sections of the Motion that provide for consultation with the IRS at various stages of the bid and sale process.

24. The UST objection 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 within seven days after the sale closes.

END OF ORDER

AGREED AND APPROVED:

Craig M. Geno
Attorney for the Debtor

/s/ Darryl S. Laddin
Darryl S. Laddin
Attorney for the Official Committee
of Unsecured Creditors

/s/ Robert Dozier
Robert Dozier
Attorney for the United States

/s/ Christopher J. Steiskal, Sr.
Christopher J. Steiskal, Sr.
Office of the United States Trustee

/s/ Andy Taggart
Andy Taggart
Attorney for Lackey Healthcare Management, LLC

SUBMITTED BY:

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Jarret P. Nichols, Esq.; MSB No. 99426
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