

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:)
)
SUNSHINE HOME HEALTH CARE, INC.) Case No. 17-20797-11RDB
)
DEBTOR.)
_____)

**MOTION TO SELL SUBSTANTIALLY ALL ASSETS FREE AND CLEAR OF CLAIMS
AND INTERESTS**

Sunshine Home Health Care, Inc. (the “Debtor”), by and through its undersigned counsel, and pursuant to 11 U.S.C. §§ 105 and 363(b) and (f) and Fed. R. Bankr. P. 2002(a)(2), 6004 and 9014, files this Motion to Approve the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests (the “Sale Motion”) to approve the sale of the Purchased Assets (as defined herein) free and clear of any interest in such Purchased Assets pursuant to 11 U.S.C. §363.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334.
2. Venue of the case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

PROCEDURAL BACKGROUND

3. On May 5, 2017, (the “Petition Date”) the Debtor commenced this case by filing a voluntary petition pursuant to Chapter 11, Title 11, United States Code, 11 U.S.C. § 101, *et seq.* (the “Bankruptcy Code”).

4. Prior to the Petition Date, the Debtor operated a home health services business located in Kansas.

5. As a home health provider, the Debtor is the owner of several licenses, permits, and contracts, including without limitation the following (collectively, the “Purchased Assets”):

- a. That certain home health license issued by the State of Kansas to the Debtor with which is maintained at the Business Address;
- b. The Medicare Provider Number for the Debtor’s business operated within the State of Kansas;
- c. The Debtor’s National Provider Number;
- d. The Debtor’s Medicaid provider number;
- e. All other payor contracts of the Debtor;
- f. All contracts, agreements, and documents evidencing the foregoing subsections (a) through (e) above.

6. On August 25, 2017, the Debtor received an Asset Purchase Agreement for the sale of the Purchased Assets free and clear of any interest therein, with (the “Purchaser”). The proposed Asset Purchase Agreement is attached hereto and its terms are detailed in Section (A) below. The parties intend the Asset Purchase Agreement in substantially the same form as attached hereto, but expect minor revisions to verify that all material information is correct. A copy of the Asset Purchase Agreement is attached hereto as Exhibit 1.

7. The Debtor is struggling to make payroll and other obligations and needs to sell or wind down its business.

**AUTHORITY TO SELL FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND INTERESTS, INCLUDING SUCCESSOR LIABILITY**

8. The Bankruptcy Code provides the authority for the Debtor to sell the assets free and clear of all liens, claims, encumbrances, and interests.

9. 11 U.S.C. §363(b)(1) provides that the Debtor, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.

10. 11 U.S.C. §363(f) states that the Debtor may sell property under subsection (b) of this section free and clear of any interest in such property or an entity other than the estate, only if

(1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is 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.

11 U.S.C. § 363(f)

11. The purpose of §363(f)(5) is to permit property of the estate to be sold free and clear of interests that are legal in nature so that liquidation of the estate's assets are not delayed while such disputes are being litigated. See, generally, 3 Lawrence P. King, Collier on Bankruptcy ¶ 363.06 (15th ed. rev.1998).

12. The leading case on the construction of §363(f), *In re Trans World Airlines, Inc.*, 322 F.3d 283 (3d Cir. 2003), reasoned that “interests in property” should be broadly construed to “encompass other obligations that may flow from ownership of the property.” *Id.* at 289 (*quoting Folger Adam Sec. Inc. v. DeMatteis/MacGregor, JV*, 209 F.3d 252, 259 (3d Cir. 2000)).

13. In *Transworld*, the Third Circuit held that American Airlines, who purchased assets of TWA "free and clear of any interest in such property" under § 363(f), could not be held liable for undischarged employment discrimination claims of former TWA employees. *Id.* at 289-90.

14. *Transworld* followed the precedent of *In re Leckie Smokeless Coal Co.*, 99 F.3d 573 (4th Cir. 1996), which held that property can be sold free of successor liability claims if they are connected to the property.

15. A court can also approve a §363 sale of assets free and clear of present claims if the claimant receives notice of the sale. *In re P.K.R. Convalescent Centers*, 189 B.R. 90 (Bankr. E.D. Va. 1995); *In re White Motor Credit*, 75 B.R. 944, 948-49 (Bankr. N.D. Ohio 1987); *In re All American of Ashburn*, 56 B.R. 186, 189 (Bankr. N.D. Ga. 1986); *Folger Adam Security v. DeMatteis/MacGregor JV*, 209 F.3d 252, 258-59 (3d Cir. 2000); *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 581-82 (4th Cir. 1996).

16. The Debtor received the proposed Purchase Agreement for the sale of the Purchased Assets.

17. The Purchaser is to pay \$82,500.00 (the "Purchase Price") for the Purchased Assets. The Purchased Assets do not include the account receivables or the bank account balances.

18. The Debtor believes that the Purchase Price is a fair purchase price and that the terms of the APA are reasonable and in the best interests of the Debtor's estate, and requests the Court approve the Purchase Agreement.

19. The Debtor and Seller wish to close on or before September 30, 2017, or as the Court permits. The principal of the Buyer is an employee of the Debtor.

20. Debtor has spent months looking for a Buyer and believes that the Purchaser is the only option.

21. The Debtor submits that the service as set forth herein constitutes constitutionally adequate notice of the sale of the Purchased Assets, and the Debtor requests that this Court enter an Order deeming this service sufficient to give notice of the sale to all lienors, claimants, and all other parties claiming any interest in the Purchased Assets, including anyone claiming an ownership interest in such property. The Debtor requests the Court approve these Notice Procedures.

WHEREFORE, the Debtor respectfully request the entry of an order granting this Sale Motion, including approving the Purchase Agreement, approving the sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and interests, including the interests of any governmental entity, and providing that such interests attach to the net proceeds of the sale; and granting the Debtor such other relief that the Court deems necessary.

Respectfully Submitted:

EVANS & MULLINIX, P.A.

/s/ Colin N. Gotham

Colin N. Gotham, MO#52343, KS #19538

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Shawnee, KS 66217

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ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing Motion was, on this 25th day of August, 2017, filed and served electronically by the Clerk of the Court to all parties receiving electronic notice and served via U.S. Mail, postage prepaid to all parties listed on the Court's creditor matrix..

/s/ Colin N. Gotham

Colin N. Gotham

EXHIBIT 1

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of this 25th day of August 2017 (the "Effective Date") by and between Sunshine Home Health Care, Inc., a Kansas corporation,), the Lucero Family Irrevocable Trust, (referred to jointly as "Seller") and Bentley Enterprises, LLC d/b/a Sunshine Home Health, a Missouri limited liability company ("Purchaser").

RECITALS

WHEREAS, Seller 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 (the "Bankruptcy Case") on May 5, 2017, (the "Petition Date"), in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") as Case No. 17-20797;

WHEREAS, Seller is entering into this Agreement subject to approval by the Bankruptcy Court;

WHEREAS, Seller is engaged in the business of owning and operating a home health business;

WHEREAS, subject to the approval of the Bankruptcy Court, Seller desires to sell, transfer, and assign to Purchaser, and Purchaser desires to purchase, acquire, and assume from Seller pursuant to, inter alia, Sections 105, 363, 351, 365 and 704 of the Bankruptcy Code all of the Purchased Assets (as defined below) and Medicare liabilities, all as more specifically provided herein.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Definitions.

Unless the context otherwise requires or as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in this Section 1.1:

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to close.

"CMS" means the Centers for Medicare & Medicaid Services.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contemplated Transactions" means the transactions contemplated by this Agreement.

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

“Cost Reports” means all cost and other reports filed pursuant to the requirements of Healthcare Programs for payment or reimbursement of amounts due from such programs for services provided.

“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 exclusively related to the Business or the Purchased Assets, in each case whether or not in electronic form, other than Patient Records.

“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).

“Healthcare Program Liabilities” means all (i) Liabilities under any applicable Medical Reimbursement Program Law, including any obligations for settlement and retroactive adjustments under the Medicare and Medicaid programs for open periods ending on or before the Closing Date and (ii) Liabilities for violations of the Conditions of Participation for open periods ending on or before the Closing Date.

“Healthcare Regulatory Consents” means in respect of 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 Laws relating to health care or healthcare services of any kind and shall include obtaining any such consents, approvals, authorizations, waivers, Orders, licenses or Permits, or notices to, CMS and shall include Purchaser obtaining approval with respect to its operation of the Business and the parties obtaining any consents, approvals, authorizations, waivers, Orders, licenses or Permits of any Governmental Body needed for them to consummate the Contemplated Transactions and for Purchaser to operate the Business.

“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 fines, penalties, 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.

“Medicaid” means any state program for medical assistance administered under Title XIX of the Social Security Act.

“Medical Reimbursement Program” means Medicare, Medicaid, any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), and any other state sponsored reimbursement program.

“Medical Reimbursement Program Laws” means the Laws governing the Medical Reimbursement Programs, including: 42 U.S.C. §§ 1320a-7, 1320a-7a, 1320a-7b; §§ 1395 through 1395fff; §§ 1396-1396v; the False Claims Act (31 U.S.C. § 3729 et seq.); the False Statements Act (18 U.S.C. § 1001); the Program Fraud Civil Penalties Act (31 U.S.C. § 3801 et seq.); the anti-fraud and abuse provisions of the Health Insurance Portability and Accountability Act of 1996 (18 U.S.C. § 1347, 18 U.S.C. § 669, 18 U.S.C. § 1035, 18 U.S.C. § 1518); and the corresponding reimbursement, fraud and abuse, false claims and anti self-referral Laws of any other Governmental Body.

“Medicare” means the health insurance program administered under Title XVIII of the Social Security Act.

“Order” means any order, injunction, judgment, decree, ruling, consent, approval, writ, assessment or arbitration award of a 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, and subject, however, to those actions necessary and incident, or otherwise relating, to the Bankruptcy Case, provided, however, that Seller complies with the requirements of the Bankruptcy Code after the filing of the Bankruptcy Case.

“Organizational Documents” means (a) the articles or certificate of incorporation, the bylaws and any shareholders agreement of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and certificate of formation or organization of any limited liability company, (e) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person and (f) any amendment to any of the foregoing.

“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.

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

“Pre-Closing Accounts Receivable” means accounts receivable arising out of the rendition of professional health care services prior to midnight on the Closing Date.

“Representatives” means, with respect to any Person, any of its affiliates and the directors, trustees, officers, members, employees, consultants, agents, advisors and other representatives of such Person or its affiliates.

“Sale Hearing” means the hearing(s) before the Bankruptcy Court to consider the Sale Motion and entry of the Sale Order.

“Sale Motion” means the motion or motions of Seller seeking approval and entry of the Sale Order.

“Sale Order” means an Order of the Bankruptcy Court substantially in the form of Exhibit A hereto, with such changes as are reasonably acceptable to Purchaser and Seller.

“Tax Authority” means any federal, state or local government, or agency, instrumentality or employee thereof, charged with the administration of any Law relating to Taxes.

“Taxes” means (a) all federal, state, local or foreign taxes, including 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, unrelated business income, and estimated taxes, whether disputed or not, and (b) all interest, penalties and additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (a).

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

Section 1.2 Other Definitional and Interpretive Matters.

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

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. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

Dollars. Any reference in this Agreement to currency shall be to, and all payments hereunder shall be paid in, U.S. dollars.

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 is reasonably apparent that it is pertinent 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.

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 article, section, schedule and exhibit references used in this Agreement are to articles, sections, schedules and exhibits to this Agreement unless otherwise specified.

Make Available to Seller. The phrase “make available to Seller” shall mean make available to Seller or its agents through email, facsimile or other electronic transfer or through other written means for all purposes of this Agreement.

Accounting Terms. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

Each party hereto has been advised by experienced counsel, and the parties hereto 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 rule of construction shall operate 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

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, and subject to entry of the Sale Order, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall, subject to Section 2.5 hereto, sell, transfer, assign, convey and deliver to Purchaser, all of Seller’s right, title and interest in, to and under the Purchased Assets, free and clear of any and all Liens, claims or any other interest, to the extent provided in the Sale Order pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code, except only such liabilities that Purchaser has expressly agreed to assume as provided in this Agreement. All indebtedness secured by mortgages or other liens on the Purchased Assets shall attach to the proceeds pursuant to Section 363(f) of the Bankruptcy Code so that the Purchased Assets will be sold free and clear of such liens. “Purchased Assets” means:

- (a) All licenses, provider numbers and provider agreements and permits and attendant rights, to the extent assignable, held by Seller relating to the ownership, development and operations of the Business, including but not limited to:
 - (i) The home health care license issued by the State of Kansas State ID No. A-105-026-2,

- (ii) The Medicare Provider Number (17-8020) for the Business operated within the State of Kansas;
- (iii) The National Provider Number 1053372532;
- (iv) The Kansas Medicaid provider number 100298210A;
- (v) All other payor contracts of the Seller;
- (vi) All contracts, agreements, and documents (including Cost Reports) evidencing the foregoing subsections (i) through (v) above; and
- (vii) Assets listed in Exhibit A.

(b) Copies of medical records of patients who received services from Seller to the extent reasonably necessary to transfer the care of such patients to Purchaser at Closing and copies of Seller's business records reasonably related to the operation of the Business and maintained at the Business Address, other than records or information related to employment reviews and disciplinary actions taken by Seller.

Section 2.2 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall assume, effective as of the Closing, and shall timely pay, perform and discharge in accordance with their respective terms, only liabilities accruing from and after the Closing with respect to the Purchased Assets (the "Assumed Liabilities"). All Medicare liabilities accrued prior to the closing date will be the responsibility of the Seller, with the Purchaser allowing the Medicare contractor to reduce payments by any outstanding Seller liabilities. The Purchaser will recoup repayments made to Medicare for the Seller's accrued liabilities in accordance with this Agreement.

Section 2.3 Further Conveyances and Assumptions.

(a) From time to time following the Closing, each party shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and 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 at the Closing and to assure fully to Seller and its successors and assigns, the assumption of the Liabilities and obligations intended to be assumed by Purchaser under this Agreement and the Seller Documents at the Closing, and to otherwise make effective the transactions contemplated hereby and thereby; provided however that nothing herein shall obligate or otherwise require Seller to pay any claims or liabilities arising prior to the Petition Date with the exception of accrued Medicare liabilities.

(b) To the extent that the assignment of any Purchased Asset shall require the consent of any other Person and such consent shall still be required notwithstanding the Sale Order and Sections 363 and 365 of the Bankruptcy Code (each, a "Nonassignable Asset"), (i) nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign such Nonassignable Asset unless and until such consent shall have been obtained, and (ii) except as provided for in Section 4.4(a)(i) and Article X hereto, Purchaser shall be not be obligated to close if until consent is received from CMS/Medicare. Seller agrees to reasonably cooperate with Purchaser to seek to obtain any required consent.

Section 2.4 Accounts Receivable.

(a) All Pre-Closing Accounts Receivable of the Business shall remain the property of Seller following the Closing, with the exception of RAP payments received prior to closing that must be returned to Medicare post-Closing. All accounts receivable relating to the operation of the Business based on services rendered after midnight on the Closing Date shall be the property of Purchaser. For the avoidance of doubt, Seller shall be entitled to bill for and receive all amounts collected less post-closing RAP recoupments, to the extent permitted by applicable Law, in respect of services rendered by the Business before the Closing, and Purchaser shall be entitled to bill for and receive all amounts collected in respect of services rendered by the Business after the Closing.

(b) Purchaser shall cooperate with Seller for a period of one hundred and twenty (120) days after the Closing Date in Seller's efforts to collect its accounts receivable arising out of the Business before the Closing Date. Purchaser and Seller agree that they will pay over or cause to be paid over, insofar as practicable within 48 (forty-eight) hours of receipt, to the other (and until so paid, shall hold in trust for the other) all sums received by it in respect of or on account of the other's receivables, and provide therewith information available to it identifying the source of the amounts so paid over so to permit the other to apply correctly such amounts to the other's accounts receivable. In addition, upon reasonable request, each recipient shall allow the other (at the other's cost) to audit, access and copy any of its records relating thereto. All payments for accounts receivable arising out of the Business received from an obligor after the Closing shall be applied to the receivable specifically designated by such obligor; provided that in the event that the obligor does not specifically designate a receivable, the payment shall be applied in the order of the age of the accounts receivable of such obligor, starting with the oldest such accounts receivable. The provisions of this Section 2.4 shall survive the Closing to the extent contemplated herein.

**ARTICLE III
CONSIDERATION**

Section 3.1 Consideration. The consideration for the Purchased Assets shall be, subject to adjustment as provided herein , (a) Eighty-two thousand five hundred dollars (\$82,500.00) (the "Purchase Price"); and (b) the assumption by Purchaser of the Assumed Liabilities, including Medicare liabilities.

**ARTICLE IV
CLOSING AND TERMINATION**

Section 4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Article IX hereto (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereto (the "Closing") shall take place at the offices of Evans & Mullinix, P.A., 7225 Renner Road, Suite 200, Shawnee, Kansas 66217 (or at such other place as Seller and Purchaser may designate in writing) at 10:00 a.m. (Shawnee, Kansas time) on a date

agreed upon by Seller and Purchaser that is not less than three (3) nor more than seven (7) Business Days following the satisfaction or waiver of the conditions set forth in Article IX hereto (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by Seller and Purchaser. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." With respect to the Closing, unless otherwise agreed by Seller and Purchaser 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 assets to be acquired by Purchaser hereunder at the Closing, and any Assumed Liability and all risk of loss with respect to the Business, shall be considered to have passed to Purchaser as of 11:59 p.m. (Shawnee, Kansas time) on the Closing Date. Notwithstanding anything contained above and herein, the Closing shall occur no later than September 30, 2017.

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

- (a) a duly executed bill of sale in a form reasonably acceptable to Purchaser and Seller;
- (b) the officer's certificates required to be delivered pursuant to Sections 9.1(a) and 9.1(b) hereto;
- (c) copies of all consents and notices required by Section 9.2(c) hereto for which Seller is responsible;
- (d) all other instruments of conveyance and transfer executed by Seller, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey the Purchased Assets to Purchaser free and clear of all Liens (provided however that the Sale Order shall be the only required document to evidence the conveyance and transfer free and clear of such Liens); and
- (f) such other Documents, instruments and certificates as Purchaser may reasonably request.

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

- (a) the Purchase Price or balance thereof, in immediately available funds to be put in Seller's attorney's trust account pending the approval of the transfer of the Medicare license and agreement through a CHOW (Change in Ownership). The Purchase Price shall stay in Seller's attorney's trust account until the CHOW is approved and all Seller RAP recoupments owed to Purchaser are settled using funds held in the Seller's attorney's trust account;
- (b) a duly executed bill of sale in form reasonably acceptable to Purchaser and Seller;
- (c) the officer's certificates required to be delivered pursuant to Sections 10.2(a) and 10.2(b) hereto;
- (d) copies of all consents and notices required by Section 9.1(d) hereto for which Purchaser is responsible;
- (e) such other Documents, instruments and certificates as Seller may reasonably request.

Section 4.4 Termination of Agreement.

- (a) **Termination by Purchaser.** Purchaser may terminate this Agreement prior to the Closing upon the occurrence of any of the following:

- (i) if any of the conditions to the obligations of Purchaser to close that are set forth in Sections 9.1 and 9.3 hereto 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 Purchaser; provided that the right to terminate this Agreement pursuant to this Section 4.4(a)(i) shall not apply with respect to the approvals of Governmental Bodies addressed in Sections 4.4(c)(iii) and (c)(iv) hereto, which are addressed and provided for in such Sections;
- (ii) if there shall be a breach by Seller of any representation or warranty, or any covenant or agreement contained in this Agreement, which breach would result in a Material Adverse Effect and cannot be cured or has not been cured within twenty (20) Business Days after the giving of written notice by Purchaser to Seller of such breach;
- (iv) so long as Purchaser is not then in breach of its obligations under this Agreement in any material respect, if the Sale Order is not entered within sixty (60) days from the Petition Date; or
- (v) if the Sale Order has been vacated, reversed or modified in a material manner with respect to Purchaser's rights or protections thereunder without Purchaser's prior written consent.

(b) **Termination by Seller.** Seller may terminate this Agreement prior to the Closing upon the occurrence of any of the following:

- (i) if any of the conditions to the obligations of Seller to close that are set forth in Sections 10.2 and 10.3 hereto shall have become incapable of fulfillment other than as a result of a breach by Purchase of any covenant or agreement contained in this Agreement, and such condition is not waived by Seller; provided that the right to terminate this Agreement pursuant to this Section 4.4(b)(i) shall not apply with respect to the approvals of Governmental Bodies addressed in Sections 4.4(c)(iii) and (c)(iv) hereto, which are addressed and provided for in such Sections;
- (ii) if there shall be a breach by Purchaser of any representation or warranty, or by Purchaser of any covenant or agreement contained in this Agreement, which breach would preclude the Purchaser from consummating the Contemplated Transactions or performing its obligations under this Agreement and cannot be cured or has not been cured by within twenty (20) Business Days after the giving of written notice by Seller to Purchaser of such breach; or
- (iii) if the Sale Order is subject to a stay other than a stay sought by Seller.

(c) **Termination by Purchaser or Seller.** Either Purchaser or Seller may terminate this Agreement prior to the Closing upon the occurrence of any of the following:

- (i) by mutual written consent of Seller and Purchaser;
- (ii) if the Bankruptcy Court shall deny entry of the Sale Order after the conclusion of the Sale Hearing;
- (iii) upon twenty (20) Business Days' written notice to the other party if the Closing shall not have occurred by the close of business on September 30, 2017 (the "Termination Date"); provided that such termination pursuant to this Section 4.4(c)(iii) shall not be effective if within such twenty (20) Business Day period (A) all outstanding required regulatory approvals shall have been obtained and all other closing conditions shall have been satisfied or (B) Seller has received reasonably satisfactory assurances that all required approvals and closing conditions shall be satisfied prior to the date which is twelve (12) months after entry of the Sale Order by the Bankruptcy Court; 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, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(c)(iii); or

(iv) upon twenty (20) Business Days' prior written notice to the other party if any Governmental Body revokes its agreement to waive any Medicare successor liability of Purchaser with the exception of RAP recoupments for any Healthcare Program Liabilities arising from events prior to the Closing Date, as reasonably determined by Purchaser and Seller.

(d) **Extension of Time Periods.** The time periods for termination of this Agreement set forth in this Section 4.4 may be extended upon the written agreement of the parties without the further consent of the Bankruptcy Court.

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

Section 4.6 Effect of Termination.

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 any party; provided that the obligations of the parties set forth in Sections 4.6, and 8.6 hereto and Article XII hereto, and to the extent necessary to effectuate the foregoing enumerated provisions, Article I hereto, shall survive any such termination and shall be enforceable in accordance with their terms. In addition, if this Agreement is terminated as provided herein, Purchaser shall upon request redeliver to Seller as soon as practicable any or all Documents, work papers and other material relating to the Business, whether obtained before or after the execution hereof, together with written certification by an authorized officer of Purchaser who has supervised its compliance with this sentence that confirms such compliance.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

Section 5.1 Organization and Good Standing. Seller is a for profit corporation duly organized, validly existing and in good standing under the laws of the State of Kansas, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 5.2 Authorization of Agreement. Subject to entry of the Sale Order, (a) Seller has all requisite power, authority and legal capacity to execute and deliver, and has taken all corporate action, including approval of its members (as applicable), necessary for it to validly execute and deliver, this Agreement and each other agreement, document, or instrument or

certificate contemplated by this Agreement to be executed and delivered by Seller in connection with entering into this Agreement and (b) subject to the satisfaction of the conditions referred to in Section 5.3 hereto, 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 (together with the other Documents, other than this Agreement, referred to in clause (a) of this sentence, the "Seller Documents") and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto and the entry of the Sale Order this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a Legal Proceeding at law or in equity). None of the execution and delivery by Seller of this Agreement and the Seller Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by Seller with any of the provisions hereof or thereof will conflict with, or result in any violation of the Organizational Documents of Seller.

Section 5.3 Consents of Third Parties; Contractual Consents.

(a) 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 (including any Governmental Body) 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 transactions contemplated hereby or thereby or the taking by Seller of any other action contemplated hereby or thereby, except for (i) the entry of the Sale Order, (ii) the Healthcare Regulatory Consents, and (iii) approvals under applicable Laws, if any.

(b) Except as otherwise superseded by the applicable provisions of the Bankruptcy Code, none of the execution and delivery by Seller of this Agreement or any of the Seller Documents, the consummation of the Contemplated Transactions by Seller, or compliance by Seller with any provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of any Contract or Permit applicable to the Business.

Section 5.4 Title to Purchased Assets. Seller owns each of the Purchased Assets, and Purchaser will be vested with good title to such Purchased Assets, subject to entry of the Sale Order, free and clear of all Liens to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.

Section 5.5 Absence of Certain Developments. Seller has conducted the Business in the Ordinary Course of Business and has made commercially reasonable efforts to preserve the goodwill of the Business and its relationship with patients and suppliers with whom it deals in connection with the Business.

Section 5.6 Taxes. Seller acknowledges an outstanding tax liability related to delinquent 941 taxes. Seller agrees to stay in good standing and current with all tax payments.

Section 5.7 Litigation. Seller currently has an outstanding tax liability. There are no Legal Proceedings pending or, to the Knowledge of Seller, threatened against Seller involving the Business or the Purchased Assets.

Section 5.8 Financial Advisors. 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.

Section 5.9 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article V, neither Seller nor any other Person makes any other representation or warranty whether express or implied, written or oral, 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 or any of its respective officers, directors, members, employees, agents, consultants or other Representatives. Except for the representations and warranties contained in this Article V, Seller (a) 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 (b) 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 Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser or its Representatives by any director, officer, member, employee, agent, consultant or other 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. Seller makes no implied representation or warranty as to the condition, merchantability, usage, suitability or fitness for any particular purpose with respect to the Purchased Assets except for the representations and warranties contained in this Article V. The representations and warranties of Seller in this Agreement are for diligence purposes and constitute conditions to Closing pursuant to the terms of Section 9.1(a) hereof and do not survive the Closing, however their disclaimers survive.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

Section 6.1 Organization and Good Standing. Purchaser is a Missouri limited liability company duly organized, validly existing and in good standing under the Laws of the State of Kansas and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 6.2 Authorization of Agreement. Purchaser has all requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by it in connection with the consummation of the transactions contemplated hereby and thereby (the "Purchaser Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document have been duly and validly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each Purchaser Document will be at or prior the Closing, duly and validly 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, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a Legal Proceeding at law or in equity). None of the execution and delivery by Purchaser of this Agreement and the Purchaser Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of the Organizational Documents of Purchaser.

Section 6.3 Conflicts; Consents of Third Parties.

(a) Purchaser is not required to obtain any consent, approval, authorization, waiver, Order 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 transactions contemplated hereby or thereby or the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) the Healthcare Regulatory Consents, (ii) approvals under applicable Laws, if any, and (iii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications (A) that have already been obtained or made or (B) of which the failure to have obtained or made would not have a Material Adverse Effect or would not reasonably be expected to prevent or materially delay the ability of Purchaser to perform or consummate the Contemplated Transactions.

(b) 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 not conflict with, or result in any violation of or a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of, any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser is 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.

Section 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 the ability of Purchaser 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 the ability of Purchaser to consummate the Contemplated Transactions.

Section 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 from Seller in respect thereof.

Section 6.6 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, whether express or implied or written or oral, beyond those expressly given by Seller to Purchaser in Article V hereto, and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred to Purchaser on a "WHERE IS" and, as to condition, "AS IS" basis. Purchaser further represents that Seller has not made any representation or warranty, express or implied, written or oral, 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 Seller will not have or be subject to any Liability to Purchaser or any other Person resulting from the distribution to Purchaser or its Representatives or the use by Purchaser 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, along with its Representatives, has conducted to its satisfaction, its own independent investigation of the Business and the Purchased Real Property and, in making the determination to proceed with the Contemplated Transactions, Purchaser has relied on the results of its own independent investigation. The Purchased Real Property is being sold by Seller and Purchaser agrees to accept the Purchased Real Property in "as-is" and "where-is" condition on the Closing Date.

Section 6.8 Financing. Purchaser has and on the Closing Date Purchaser will have sufficient funds on hand to consummate the Contemplated Transactions. Purchaser acknowledges that it shall not be a condition to the obligations of Purchaser to consummate the

Contemplated Transactions that Purchaser have sufficient financial resources for payment of the Purchase Price.

Section 6.9 No Other Representations or Warranties; Schedules.

Neither Purchaser nor any other Person makes any other representation or warranty, whether express or implied, written or oral, with respect to Purchaser or the Contemplated Transactions, and Purchaser disclaims any other representations or warranties, whether made by Purchaser, or any of its respective officers, directors, members, managers, employees, agents, consultants or other Representatives. Except for the representations and warranties contained in this Article VI, Purchaser disclaims all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Seller or its Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Seller by any director, officer, member, manager, employee, agent, consultant, or other representative of Purchaser).

**ARTICLE VII
BANKRUPTCY COURT MATTERS**

Section 7.1 Bankruptcy Court Approval. This Agreement is subject to approval by the Bankruptcy Court.

Section 7.2 Bankruptcy Court Filings. No later than five (5) Business Days after the execution of this Agreement, Seller shall file with and seek the approval of the Bankruptcy Court of the Sale Motion. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other Documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order shall be appealed, each party shall use its respective commercially reasonable efforts to defend against such appeal.

Section 7.3 Treatment of Monetary Obligations. All monetary obligations of the Seller to Purchaser under this Agreement, including but not limited to the obligation of the Seller in respect of Transfer Taxes (if any), shall be entitled to administrative expense priority in the Bankruptcy Case.

**ARTICLE VIII
COVENANTS**

Section 8.1 Access to Information. Seller agrees that, prior to the Closing Date, and at its own expense, Purchaser shall be entitled, through its Representatives, 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, and at its own expense, to make extracts and copies of such books and records; it being understood, however, that the foregoing shall not entitle Purchaser to access (a) the books, records and Documents referred to in Section 2.2(h) hereto, or (b) any books, records or Documents the disclosure of which by Seller to Purchaser would (i) violate any patient confidentiality obligation of Seller or (ii) any other agreement or any obligation of confidentiality to which Seller is a party or is bound prior to the date hereof or (iii) 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 Purchaser's use of the information disclosed by Seller shall be subject to any applicable agreement to which Seller is a party or is bound prior to the date hereof or under applicable Law. Seller shall cause its Representatives to cooperate with Purchaser and its Representatives in connection with such investigation and examination, and Purchaser and its Representatives shall cooperate with Seller and its Representatives and shall use its commercially 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.

Section 8.2 Conduct of the Business Pending the Closing.

(a) Subject to the terms and conditions of the Interim Agreement, during the period from the date hereof through and including the Closing, except (i) as required by applicable Law (including without limitation as a result of the commencement of the Bankruptcy Case), (ii) as otherwise expressly provided in this Agreement, or (iii) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned), Seller shall use commercially reasonable efforts to:

- (i) Complete CHOW paperwork to initiate the transfer of the Medicare License (PTAN) and Medicare Agreement to Purchaser no later than 3 (three) business days after the signing of this Agreement;
- (ii) operate the Business in the Ordinary Course of Business;
- (iii) (a) maintain the Purchased Assets consistent with past practice, ordinary wear and tear excepted and (b) maintain commercially reasonable insurance coverage in place with respect to the Purchased Assets;
- (iv) maintain the books and records of the Business in the Ordinary Course of Business;
- (v) maintain the Licenses and Permits applicable to the Business; and
- (vi) retain staff employed in the Business with the goal of maintaining the ongoing operation thereof, unless the Purchaser approves the staff change. In connection with such efforts, however, Seller will not be obligated to make any retention or severance payments or pay any other amounts or incur any other obligations.
- (vii) Seller shall at Seller's expense move the business to a location mutually agreeable to Seller and Purchaser no later than September 15, 2017.

(b) Without limiting the generality of the foregoing, from the date of this Agreement through and including the Closing, Seller shall not, except (i) as required by applicable Law (including without limitation as a result of the commencement of the Bankruptcy Case), (ii) as otherwise expressly provided in this Agreement, or (iii) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned), solely as it relates to the Business:

(i) sell, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets (except pursuant to an existing Contract in the Ordinary Course of Business or for the purpose of disposing of obsolete or worthless assets); or (ii) agree to do anything prohibited by this Section 8.2.

Section 8.3 Consents; Insurance.

(a) Through the filing of the Sale Motion and except as may be satisfied through the entry of the Sale Order, Seller shall use its commercially reasonable efforts, and Purchaser shall cooperate with Seller, including by taking the actions referred to in Section 8.4 hereto, to obtain at the earliest practicable date following entry of the Sale Order all necessary consents, approvals, authorizations, waivers, Orders, licenses and Permits required to be obtained by Seller and to give at the earliest practicable date following entry of the Sale Order 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 that Seller shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than post-petition filing or post-petition 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 8.4 hereto. Purchaser shall use its commercially reasonable efforts, and Seller shall cooperate with Purchaser, including by taking the actions referred to in Section 8.4 hereto, to obtain at the earliest practicable date following entry of the Sale Order all consents, approvals, authorizations, waivers, Orders, licenses and Permits required to be obtained by Purchaser, and to give at the earliest practicable date following entry of the Sale Order 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 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 Body) or to initiate any litigation or Legal Proceedings to obtain any such consent or approval except as otherwise provided by Section 8.4 hereto.

(b) As of the Closing, Purchaser shall have appropriate insurance coverage in place with respect to the Business consistent with what would be maintained under good industry business practices.

Section 8.4 Regulatory Approvals.

(a) Purchaser and Seller shall use commercially reasonable efforts to furnish to each other through counsel all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Contemplated Transactions. Each such party shall promptly inform the other parties through counsel of any material oral communication with, and

provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No such party shall independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation or other inquiry without giving the other parties prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate.

(b) Subject to applicable Law, Purchaser and Seller will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under any Law. Each such party may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 8.4 as "outside counsel only." Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient, unless express written permission is obtained in advance from the source of the materials.

Section 8.5 Conduct After Closing.

(a) Each party 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. Without limiting the generality of the foregoing, from time to time after the Closing, without additional consideration, each party hereto will execute and deliver such further instruments and take such other action as may be necessary or reasonably requested by the other party to make effective the Contemplated Transactions and to provide the other party with the intended benefits of this Agreement. In addition, upon the reasonable request of Purchaser, Seller shall execute, acknowledge and deliver all such further assurances, deeds, assignments, powers of attorney and other instruments and paper as may be required to sell, transfer, convey, assign and deliver to Purchaser all right, title and interest in, to and under the Purchased Assets. If any party to this Agreement shall, following the Closing, have in its possession any asset or right which under this Agreement should have been delivered to the others at the Closing, such party shall promptly deliver such asset or right to the others.

(b) Without limiting the generality of the foregoing, if Purchaser shall at any time after the Closing receive any charitable gift, contribution or bequest that is not a Purchased Asset, or receives any notice that such a charitable gift, contribution or bequest may be received or available to Purchaser, Purchaser shall give prompt written notice thereof to Seller and make available to Seller upon reasonable request such information that Purchaser 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 a Purchased Asset. To the extent that any such charitable gift, contribution or bequest received after the Closing is not a Purchased Asset and Purchaser shall request that such gift, contribution or bequest be transferred to Purchaser, Seller shall not take a position contrary to the position of Purchaser if such transfer is consistent with the donor's intent. The provisions of this Section 8.5 shall survive the Closing.

(c) If the CHOW (Change in Ownership) has not been approved by the Closing Date, , effective the following business day, the Seller agrees to remove the Seller's names from all Bank Accounts related to the conduct of business by Sunshine Home Health, Inc. and specifically any accounts that receive wire transfers from Medicare, Medicaid or private insurances. Those accounts include but are not limited to account ending 4883 at The Citizens National Bank and the account number ending 8322 at First State Bank and Trust. Seller agrees to leave all Bank Accounts that receive Medicare or Medicaid transfers open under the name Sunshine Home Health Care, Inc. until the CHOW is approved. Seller also agrees that prior the Closing, only business-related payments will be deducted from the bank accounts identified in this paragraph and will not use funds in the account for personal reasons. Failure to add Purchaser's name to the Bank Accounts and remove Seller's names to Sunshine Home Health's bank accounts; closing the accounts or changing the name on the accounts; or if the Seller misuses the funds in the bank accounts will void this Asset Purchase transaction and the Purchase Price shall be refunded to Seller immediately. . Seller will give Purchaser's representative the exclusive authority to manage the bank accounts, including check writing, deposits and withdrawals. If the CHOW has not been approved by the Closing Date, , Seller will give Purchaser the exclusive authority to submit all Medicare and Medicaid billing using the Seller's PTAN and NPI to the appropriate payor if regulations permit. If regulations do not permit Seller to give Purchaser the exclusive authority to bill for home health care services provided after the Closing Date, the Seller will submit all of Purchaser's Medicare and Medicaid billing in a timely manner on behalf of the Purchaser. If the CHOW is not approved by the Closing Date, the Seller shall include the Purchaser's representative as an authorized agent to view all billing activity that occurs by the Seller on behalf of the Purchaser after the Closing Date. Purchaser and Seller will agree on an amount to pay the Seller for submitting billing to Medicare and other payor sources.

(d) Purchaser's Recoupment of Seller's Medicare Liability. Purchaser shall use the Purchase Price in escrow to recoup funds related to Medicare liability of the Seller by deducting the amount of the recoupment from the Purchase Price.

Section 8.6 Confidentiality.

(a) From and after the date hereof, Purchaser shall, and shall cause its Representatives to, maintain in confidence, not disclose to any third party without the prior written consent of Seller, and not use to the detriment of Seller, any Seller Confidential Information relating to or obtained from Seller or its Representatives. For purposes of this Section 8.6, "Seller Confidential Information" shall mean any information that is confidential or proprietary in nature that is related to the Purchased Assets, the Assumed Liabilities, the Business, including methods of operation, patient information, prices, fees, costs, technology, software, know-how, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters; provided that Seller Confidential Information does not include, and there shall be no obligation hereunder with respect to, information that (i) becomes generally available to the public other than as a result of a disclosure by Purchaser or any of its Representatives, (ii) becomes available to Purchaser on a non-confidential basis from a source other than Seller or its Representatives; provided that such source is not known by Purchaser to be bound by a confidentiality agreement with, or other obligation of secrecy to, Seller, (iii) is lawfully received

by Purchaser from a third party having the right to disseminate the Seller Confidential Information without restriction on disclosure or (iv) can be shown by Purchaser through written Documents or evidence maintained by Purchaser to have been independently developed by either of them; and provided, further, that upon the Closing, the restrictions contained in this Section 8.6 shall not apply to confidential or proprietary information related primarily to the Business or the Purchased Assets and the Assumed Liabilities. Purchaser may disclose any of the Seller Confidential Information to its Representatives who need to know it for the purpose of effectuating the Contemplated Transactions and who agree to keep it confidential. Purchaser shall instruct its Representatives having access to the Seller Confidential Information of such obligation of confidentiality. If Purchaser or anyone to whom it has transmitted Confidential Information subject to the confidentiality obligations herein becomes legally compelled to disclose any of such Confidential Information, Purchaser shall provide Seller with prompt written notice prior to making any disclosure so that such Seller may seek a protective Order or other appropriate remedy. If such protective Order or other remedy is not obtained, Purchaser shall furnish only that portion of the Seller Confidential Information that it is advised by written opinion of counsel is legally required to be disclosed, and Purchaser will exercise commercially reasonable efforts to obtain assurance to the extent possible that confidential treatment will be accorded to that portion of Seller Confidential Information that is being disclosed. In any event, Purchaser will not oppose action by Seller to obtain an appropriate protective Order or other reliable assurance that confidential treatment will be accorded Seller Confidential Information.

(b) From and after the Closing Date, unless this Agreement is terminated prior to the Closing, Seller shall, and shall cause its Representatives to, maintain in confidence, not disclose to any third party without the prior written consent of Purchaser, and not use to the detriment of Purchaser, any Business Confidential Information, other than in connection with (i) any investigations by Governmental Bodies, (ii) compliance activities after the Closing related to periods occurring prior the Closing Date, (iii) any Legal Proceedings, (iv) enforcing any rights or other claims of Seller under this Agreement, or (v) performing any obligations of Seller under this Agreement, including billing and collecting Pre-Closing Account Receivable and other related activities. For purposes of this Section 8.6(b), "Business Confidential Information" shall mean any information that is confidential or proprietary in nature that is related to the Business or to the Purchased Assets or the Assumed Liabilities, including methods of operation, patient information, prices, fees, costs, know-how, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters; provided that Business Confidential Information does not include, and there shall be no obligation hereunder with respect to, information that (i) becomes generally available to the public other than as a result of a disclosure by Seller or its Representatives, (ii) becomes available to Seller on a non-confidential basis from a source other than Seller or its Representatives; provided that such source is not known by Seller to be bound by a confidentiality agreement with, or other obligation of secrecy to, Purchaser or (iii) is lawfully received by Seller from a third party having the right to disseminate the Business Confidential Information without restriction on disclosure. Seller may disclose any of the Business Confidential Information to its Representatives who need to know it for the purpose of effectuating the Contemplated Transactions and who agree to keep it confidential. Seller shall instruct its Representatives having access to the Business Confidential Information of such obligation of confidentiality. If Seller or anyone to whom it

has transmitted Business Confidential Information subject to the confidentiality obligations herein becomes legally compelled to disclose any of such Business Confidential Information, Seller shall provide Purchaser with prompt notice prior to making any disclosure so that Purchaser may seek a protective Order or other appropriate remedy. If such protective Order or other remedy is not obtained, Seller shall furnish only that portion of the Business Confidential Information that it is advised by written opinion of counsel is legally required to be disclosed, and Seller will exercise commercially reasonable efforts to obtain assurance to the extent possible that confidential treatment will be accorded to that portion of Business Confidential Information that is being disclosed. In any event, Seller will not oppose action by Purchaser to obtain an appropriate protective Order or other reliable assurance that confidential treatment will be accorded Business Confidential Information.

(c) The obligations contained in this Section 8.6 are in addition to any separate confidentiality agreements between any of Seller and Purchaser.

Section 8.7 Preservation of Records. Purchaser agrees that it shall preserve and keep the records held by it relating to patients that are transferred to Purchaser as of the Closing Date for the maximum period of time required by Law, and shall, subject to Section 2.9 hereto, make such records and personnel available to Seller as may be reasonably required by Seller 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 in order to enable Seller to comply with its obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In connection therewith, Seller shall reimburse Purchaser for Purchaser's out-of-pocket expenses.

ARTICLE IX CONDITIONS TO CLOSING

Section 9.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Contemplated Transactions as provided by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) CHOW has been submitted and conditionally approved;

(b) the representations and warranties of Seller set forth in this Agreement shall be true and correct (without giving effect to any materiality or Material Adverse Effect qualifiers set forth therein) 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 shall be true and correct on and as of such earlier date) and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated as of the Closing Date, to the foregoing effect; provided that in the event any such representation or warranty has been breached the condition set forth in this Section 9.1(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;

(c) 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 as of the Closing Date, to the forgoing effect; provided that the condition set forth in this Section 9.1(b) shall be deemed satisfied unless all such failures to so perform or comply taken together result in a Material Adverse Effect;

(d) Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in clauses (a) through (d) of Section 4.2 hereto; and

(e) all notices, consents, approvals, licenses or Permits, or waivers thereof, of the Governmental Bodies shall have been made or obtained by Purchaser, and any applicable waiting period under any of the Laws shall have expired or been terminated.

Section 9.2 Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the Contemplated Transactions as provided by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser set forth in this Agreement shall be true and correct (without giving effect to any materiality qualifiers set forth therein) at and as of the Closing, except to the extent such representations and warranties relate expressly to an earlier date (in which case such representations and warranties shall be true and correct, on and as of such earlier date) and Seller shall have received a certificate signed by an authorized officer of Purchaser, dated as of the Closing Date, to the foregoing effect; provided that in the event any such representation or warranty has been breached the condition set forth in this Section 9.2(a) shall nevertheless be deemed satisfied unless the effect of all such breaches of representations and warranties taken together would prevent or materially delay the ability of Purchaser to perform its obligations under this Agreement or the ability of Purchaser to consummate the Contemplated Transactions;

(b) 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 as of the Closing Date, to the foregoing effect; provided that the condition set forth in this Section 9.2(b) shall be deemed satisfied unless all such failures to so perform or comply taken together prevent or materially delay the ability of Purchaser to perform its obligations under this Agreement or the ability of Purchaser to consummate the Contemplated Transactions;

(c) all notices, consents, approvals, licenses or Permits, or waivers thereof, of the Governmental shall have been made or obtained by Seller, and any applicable waiting period under any of the Laws shall have expired or been terminated; and

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

Section 9.3 Conditions Precedent to Obligations of Purchaser and Seller.

The respective obligations of the parties 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 or Seller in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions; and

(b) the Sale Order shall have been entered by the Bankruptcy Court and (i) the time for appealing the Sale Order has expired and no party has taken an appeal or (ii) the Sale Order shall not be subject to a stay in connection with such an appeal.

Section 9.4 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Section 9.1, 9.2 or 9.3 hereto, 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 X
TAXES**

Section 10.1 Transfer Taxes. Seller shall pay 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"). Seller shall make due and timely payment of any Transfer Tax to the applicable Tax Authority and shall provide Purchaser with a true and complete copy of each Tax Return relating to Transfer Taxes as filed and evidence of the timely filing of such Tax Return and payment of such Transfer Tax. The parties shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds of Transfer Taxes.

Section 10.2 Purchase Price Allocation. The Purchase Price will be allocated for Tax purposes (the "Allocation") among the Purchased Assets in accordance with GAAP and as mutually agreed upon by the parties at or prior to the Closing. The Seller and the Purchaser shall report the Allocation as provided in Section 1060 of the Code, and shall prepare and file all Tax Returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with the Allocation. No party shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the Allocation unless required to do so by applicable law.

Section 10.3 Cooperation on Tax Matters. The parties shall furnish or cause to be furnished to each other, as promptly as practicable following the request therefore, and at the expense of the requesting party, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other filings relating to Tax matters, for the preparation for and defense of any Tax audit, for the preparation of any Tax protest, or for the prosecution or defense of any suit or other proceeding relating to Tax matters.

**ARTICLE XI
MISCELLANEOUS**

Section 11.1 Expenses. Except as otherwise expressly provided in this Agreement, each party shall bear its own costs and 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.

Section 11.2 Specific Performance. The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the parties hereto shall be entitled to specific performance of the terms hereof (without the posting of any bond), in addition to any other remedy at law or equity. The rights set forth in this Section 11.2 shall be in addition to any other rights which a party may have at law or in equity pursuant to this Agreement.

Section 11.3 Governing Law; Jurisdiction; Consent to Service of Process.

This Agreement and any disputes arising in connection herewith shall be governed by and construed in accordance with the internal Laws of the State of Kansas without regard to the conflict of law principles thereof. 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, or the transactions contemplated hereby and (b) any and all Legal Proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereto hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations pursuant to Section 11.2 hereto; provided that if the Bankruptcy Case has closed, each of the parties hereto irrevocably agrees that any Legal Proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof shall be brought and determined exclusively in the United States District Court for the District of Kansas or if such Legal Proceeding may not be brought in such court for jurisdictional purposes, exclusively in the District Court of Wyandotte County, Kansas. Each of the parties hereto hereby (a) irrevocably submits with regard to any such Legal Proceeding to the exclusive personal jurisdiction of the aforesaid courts in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court or that such action is brought in an inconvenient forum and (c) agrees that it shall not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than the state or federal courts referenced above. Each of the parties hereto further agrees to accept and acknowledge service of any and all process which may be served in any such Legal Proceeding in said courts in the State of Kansas, and agrees that service of process upon such party, mailed by certified mail to such party's address as set forth in Section 11.6 hereto, will be deemed in every respect effective service of process upon such party, in any Legal Proceeding.

Section 11.4 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

Section 11.5 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto), the Confidentiality Agreement and the Escrow Agreement, contain the entire understanding and agreement of the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede all previous written or oral negotiations, commitments, understandings and writings. This Agreement may be amended, modified, supplemented or changed, and any provision hereof can be waived, only by written instrument duly executed by all of the parties hereto. Any party hereto may, by written notice to the other parties hereto (a) extend the time for performance of any of the obligations of the other party under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement, (c) waive compliance with any of the conditions or covenants of the other party contained in this Agreement or (d) waive or modify performance of any of the obligations of the other party under this Agreement. Except as provided in the immediately preceding sentence, no action taken pursuant to this Agreement, including 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, condition, 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, whether of a similar or dissimilar nature. 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.

Section 11.6 Notices. All notices and other communications under this Agreement shall be in writing and, unless otherwise provided in this Agreement, shall be deemed given (a) when delivered personally by hand, (b) when sent by facsimile (confirmed in writing by mail promptly thereafter dispatched), (c) three (3) days after being mailed by certified or registered mail, postage prepaid, return receipt requested or (d) one (1) Business Day following the day sent by a nationally recognized overnight courier service, 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):

(a) If to Purchaser, to:
Bentley Enterprises, LLC
2901 Campbell
Kansas City, MO 64104

With a copy to:

In-House Counsel, LLC
Attn: Carla Barksdale
10015 N. Ambassador Drive, Ste 204
Kansas City, MO 64165

(b) If to Seller, to:
Sunshine Home Health Care Services, Inc.
Attn: Vanessa Trobough
14610 Parallel Road
Basehor, KS 66007

Lucero Family Irrevocable Trust
Attn: Trustee
12980 Metcalf Avenue
Overland Park, KS 66213

With a copy to:
Evans & Mullinix, PA.
Attn: Colin Gotham
7225 Renner Road, Suite 200
Shawnee, KS 66217

Section 11.7 Invalid Provisions. If any term or other provision of this Agreement is held to be invalid, illegal, or incapable of being enforced under any present or future Law, and if the rights or obligations under this Agreement of Seller on the one hand and Purchaser on the other hand will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 11.8 Binding Effect; Assignment; Successors and Assigns.

This Agreement shall apply to, be binding in all respects upon and inure to the benefit of the parties and their respective successors, administrators and permitted assigns. A successor to Seller shall include Seller as a reorganized debtor. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party (by operation of Law or otherwise) without the prior written consent of Purchaser and Seller 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. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its

provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors, administrators and permitted assigns.

Section 11.9 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, 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).

Section 11.10 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any signature delivered by a party via facsimile or delivered electronically in PDF format shall be deemed to be an original signature hereto.

Section 11.11 Survival of Representations and Warranties. The representations and warranties of the parties contained in this Agreement shall not survive the Closing.
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SELLER: SUNSHINE HOME HEALTH CARE, INC. a Kansas corporation

By:

Its:

SELLER: LUCERO FAMILY IRREVOCABLE TRUST

By:

Its:

BUYER: BENTLEY ENTERPRISES, LLC

By:

Its:

EXHIBIT A
ASSET PURCHASE AGREEMENT

1. Sunshine Home Health PTAN
2. Sunshine Home Health Phone Number
3. Sunshine Home Health Fax Number
4. Sunshine Bank Accounts that receive Medicare and Medicaid Wire Transfers, including but not limited to an account at The Citizens National Bank ending 4883 and an account at First State Bank and Trust ending 8322.
5. Lease Agreement if Seller moves the business to a location mutually agreeable to the Seller and Purchaser.

6. Office equipment:
 - Intake form holder shelves
 - hole punches
 - large Filing cabinets (4)
 - bulletin boards
 - labelers
 - ID badge machine
 - all office supplies
 - ALL field staff bags and supplies
 - wound care supplies
 - wound supply shelving
 - lab room supplies
 - all marketing materials
 - all pt education material and equipment
 - computer server with existing agency information
 - all computers and laptops
 - all scanjets
 - all WIFI jet packs
 - all printer /fax machines
 - phone system
 - conference tables and chairs
 - All cars