

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

<b>In re:</b>  <b>NEIGHBORS LEGACY HOLDINGS, INC.,</b> <i>et al.,</i>  <b>Debtors.<sup>1</sup></b>	§ § <b>Chapter 11</b> § § <b>Case No. 18-33836 (MI)</b> § § <b>(Jointly Administered)</b> §
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**NOTICE OF FILING OF BACK UP BID ASSET PURCHASE AGREEMENT**  
(Relates to Docket No. 482)

Pursuant to the Order (A) Approving The Sale of Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing The Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 482], attached as **Exhibit 1** is the Back Up Bid Asset Purchase Agreement by and among the Operating Sellers, as defined in Exhibit 1, and Nitya Health Operations, LLC, as OPCO Buyer and Nitya Health RE LLC, as Realty Buyer, dated October 8, 2018.

*[Remainder of Page Intentionally Left Blank]*

<sup>1</sup> Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at [www.kccllc.net/neighbors](http://www.kccllc.net/neighbors). The location of Debtors' principal place of business and the Debtors' service address is: 10800 Richmond Avenue, Houston, Texas 77042.



**Dated: October 24, 2018.**

**PORTER HEDGES LLP**

By: /s/ Eric M. English

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AND DEBTORS IN POSSESSION**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was duly served by electronic transmission to all registered ECF users appearing in the case on October 24, 2018.

/s/ Eric M. English

John F. Higgins

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**BACK UP BID  
ASSET PURCHASE AGREEMENT**

**by and among**

**THE “OPERATING SELLERS”  
As defined herein, as Operating Sellers**

**NEC BAYTOWN ASSET HOLDINGS, LLC,  
NEC BEAUMONT ASSET HOLDINGS, LLC  
NEC KINGWOOD ASSET HOLDINGS LLC, and  
NEC PEARLAND ASSET HOLDINGS, LLC  
as Owned Real Property Sellers**

**NEIGHBORS LEGACY HOLDINGS, INC.,  
NEIGHBORS GLOBAL HOLDINGS, LLC,  
NEIGHBORS HEALTH, LLC,  
EDMG, LLC, and  
NEIGHBORS PRACTICE MANAGEMENT, LLC  
as Corporate and Shared Services Sellers**

**NEIGHBORS EMERGENCY CENTER, LLC  
as IP Seller**

**and**

**NITYA HEALTH OPERATIONS LLC  
as OPCO Buyer  
and  
NITYA HEALTH RE LLC  
As Realty Buyer**

**dated**

**October 8, 2018**

**EXHIBIT 1**

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## **BACK UP BID**

### **ASSET PURCHASE AGREEMENT**

This BACK UP BID ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of October 8, 2018 (the “**Execution Date**”), by and among (i) Nitya Health Operations LLC, a Texas limited liability company (“**OpCo Buyer**”), Nitya Health RE LLC, a Texas limited liability company (“**Realty Buyer**” and together with Opco Buyer, the “**Buyers**” and each individually a “**Buyer**”) (“and (ii) the limited partnerships listed on Exhibit A attached hereto (collectively, the “**Operating Sellers**” and each individually, an “**Operating Seller**”, but in each case subject to, and except as otherwise provided in, the provisions of Section 2.01(a) below), (iii) NEC Baytown Asset Holdings, LLC, a Texas limited liability company, NEC Beaumont Asset Holdings LLC, NEC Kingwood Asset Holdings LLC, a Texas limited liability company, NEC Pearland Asset Holdings, LLC, a Texas limited liability company (collectively, the “**Owned Real Property Sellers**” and each individually, an “**Owned Real Property Seller**,” but in each case subject to, and except as otherwise provided in, Section 2.01(a) below), (iv) Neighbors Legacy Holdings, Inc., a Texas corporation (“**Seller Parent**”), Neighbors Global Holdings, LLC, a Delaware limited liability company (“**Global Holdings**”), Neighbors Health, LLC, a Texas limited liability company (“**Neighbors Health**”), EDMG, LLC, a Texas limited liability company (“**EDMG**”), and Neighbors Practice Management, LLC, a Texas limited liability company (“**NPM**” and collectively with Seller Parent, Global Holdings, Neighbors Health and EDMG, the “**Corporate and Shared Services Sellers**” and each individually, a “**Corporate and Shared Services Seller**”), and (v) Neighbors Emergency Center, LLC, a Texas limited liability company (the “**IP Seller**” and collectively with the Operating Sellers, the Owned Real Property Sellers, and the Corporate and Shared Services Sellers, the “**Sellers**” and each individually, a “**Seller**”). Buyers and Sellers are sometimes referred to collectively herein as the “**Parties**” and singly as a “**Party**.”

### **RECITALS**

A. The Operating Sellers are engaged in the business of operating the emergency centers listed on Exhibit A (each a “**Facility**” and collectively, the “**Facilities**,” and the business conducted by the Operating Sellers at such Facilities, the “**Business**”).

B. Sellers have filed voluntary petitions under Chapter 11 of the Bankruptcy Code (as defined below) in the Bankruptcy Court (as defined below) and sought a comprehensive sale of their assets. Buyers submitted this Asset Purchase Agreement as part of a Qualified Bid pursuant to the Bidding Procedures Order dated August 8, 2018, approving and scheduling an auction for the sale of Sellers’ assets

C. At the auction conducted on August 27, 2018 (the “**Auction**”), the Sellers determined that the offer of Buyer for the Business and the Transferred Assets (as defined below) and the Specifically Assumed Liabilities (as defined below) was the next highest and/or best Qualified Bid submitted by a Qualified Bidder pursuant to the Bidding Procedures Order and therefore Buyer is the Backup Bidder (as defined below).

D. On the terms and conditions of this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, the Sellers desire to sell to Buyers, and Buyers desire to purchase from the Sellers, the Transferred Assets and the Acquired Business as defined herein, and Buyers are willing to assume all of the Specifically Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto, intending to be legally bound, and subject only to the required approvals of the Bankruptcy Court, agree as follows:

## **ARTICLE 1 DEFINITIONS AND INTERPRETIVE MATTERS**

### **Section 1.01 Definitions.**

The following terms, as used herein, have the following meanings:

“**365 Contracts**” means all Contracts that may be assumed by the Debtors pursuant to Section 365 of the Bankruptcy Code.

“**Accounts Receivable**” means, as of the Effective Time, all accounts receivable, trade receivables, notes receivables and all other receivables, whether accrued, current or overdue, of Sellers, in each case other than intercompany receivables.

“**Acquired Business**” has the meaning set forth in Section 2.01(a).

“**Adverse Consequences**” means all Proceedings, charges, complaints, demands, injunctions, judgments, orders, decrees, awards, rulings, damages, penalties, fines, costs, reasonable amounts paid in settlement, Liabilities, obligations, Taxes, Liens, losses, expenses and fees, including court costs and reasonable attorneys’ fees and expenses.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person. For such purposes, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” is defined in the opening paragraph hereof.

“**Alternative Agreement**” means one or more definitive agreements with respect to one or more Alternative Transactions.

“**Alternative Transaction**” means a transaction or series of related transactions pursuant to which the Sellers sell all or a substantial portion of the Transferred Assets or any group of assets that includes all or a substantial portion of the Transferred Assets, to a Person other than Buyers or an Affiliate of Buyers, as the highest or best offer, in accordance with the Bidding Procedures Order or otherwise, but does not mean the sale of goods or services conducted in a manner consistent with the recent operation of the Acquired Business.

**“Applicable Law”** means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, ordinance, code, rule, regulation, order, injunction or judgment adopted or promulgated by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

**“Assets”** means all assets, properties and rights (including all rights and benefits under Contracts) of every nature, kind, description, tangible and intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, whether now existing or hereinafter acquired, wherever located, and whether or not recorded or reflected, or required to be recorded or reflected, on a balance sheet or the books and records of any Person, and all right, title, interest and claims therein and thereto.

**“Auction”** is defined in the Recitals hereto.

**“Avoidance Actions”** is defined in Section 2.02(1).

**“Backup Bidder”** has the meaning set forth in the Bidding Procedures for the Sale of Debtor’s Assets attached to the Bidding Procedures Order.

**“Bankruptcy Cases”** means Case No 18-333836 filed by Sellers as Debtors under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

**“Bankruptcy Code”** means Title 11 of the United States Code, as amended.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Southern District of Texas or any other court having jurisdiction over the Bankruptcy Cases from time to time.

**“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms, the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Southern District of Texas and the Local Rules of the United States Bankruptcy Court for the Southern District of Texas, each as in effect on the Petition Date or as thereafter amended, to the extent applicable to the Bankruptcy Cases or proceedings therein, as the case may be.

**“Bidding Procedures Order”** means the order of the Bankruptcy Court dated August 8, 2018, that approves, *inter alia*, bidding and auction procedures to be followed by the Debtors and all potential bidders for the Transferred Assets, in the form attached as Exhibit C.

**“Bill of Sale”** means an instrument, in form and substance reasonably satisfactory to the Debtors and Buyers, assigning, conveying and transferring the Transferred Assets (other than the Desired 365 Contracts and the Real Property Leases) to OpCo Buyer (or any entity specified by the OpCo Buyer).

**“Business Day”** means any day, excluding Saturdays, Sundays or “legal holidays” (as referenced in Bankruptcy Rule 9006(a)), on which nationally chartered commercial banks are open for business in Houston, Texas.

“**Buyer(s)**” is defined in the opening paragraph of this Agreement and/or, subject to Section 10.05, its successors or assigns.

“**Buyers Material Adverse Effect**” means a material adverse effect on the ability of Buyers to consummate the Transactions or to perform its obligations hereunder and under the other Transaction Documents to which it is or will be a Party.

“**Buyer’s Transferred Employee List**” is defined in Section 6.02(a).

“**Cash Deposits**” means the total amount of any cash and negotiable instruments of the Sellers that constitute deposits securing any performance bonds, surety bonds, letters of credit, guarantees, utility deposits, security deposits or similar assurances outstanding as of the Closing Date.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and any rules or regulations promulgated thereunder.

“**Chosen Courts**” is defined in Section 10.08.

“**CHOW**” is defined in Section 5.05(b).

“**Claim**” means a claim as defined in Section 101(5) of the Bankruptcy Code.

“**Closing**” is defined in Section 2.08(a).

“**Closing Date**” means the date of the Closing.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and any similar State law.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Confidentiality Agreement**” means the Confidentiality Agreement dated June 12, 2018, between Neighbors Global Holdings, LLC, Neighbors Legacy Holdings, Inc., and Nitya Capital LLC.

“**Consortium Buyers**” means Altus Health Systems OpCo, LLC, Altus Health System Realty, LLC (collectively “**Altus**”), AEC ER 4, LLC, Exceptional H.C., Inc., Greater Texas Emergency Centers LLC/Signature, and Tenet Business Services Corporation.

“**Consortium Deposit**” means the deposit amount paid by the Consortium Buyers pursuant to the Highest and/or Best Bid Purchase Agreement(s).

“**Contract**” means any contract, agreement, lease, indenture, note, bond, sale and purchase order, instrument or other commitment, whether oral or written (including any amendments or modifications thereto).

“**Corporate and Shared Services Seller**” is defined in the opening paragraph of this Agreement.

“**Cure Costs**” means the amount necessary to cure defaults under any Desired 365 Contract, including the Real Property Leases, and to compensate the non-debtor party for any actual pecuniary loss resulting from such defaults in order to assume and assign the Desired 365 Contract under Sections 365(a) and 365(f) of the Bankruptcy Code.

“**Debtor**” or “**Debtors**” means any Seller individually, and the Sellers, collectively, following the filing of the Bankruptcy Cases.

“**Desired 365 Contracts**” is defined in Section 5.03(a).

“**Desired Headquarters Space**” is defined in Section 2.08(c)(viii).

“**Effective Time**” means 12:01 a.m. local time in Houston, Texas on the day after the Closing Date.

“**Employees**” means those Persons employed by the Corporate and Shared Services Sellers who worked primarily for the Acquired Business immediately prior to the Closing, including any such individual on leave of absence.

“**End Date**” is defined in Section 2.08(a).

“**Environmental Laws**” means any Applicable Law or any agreement with any Governmental Authority to which any Seller is a party relating to human health and safety, the environment or to pollutants, contaminants, wastes, chemicals, or toxic or other Hazardous Materials.

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

“**ERISA Affiliate**” of any entity means any other entity which, together with such entity, would be treated as a single employer under Section 414 of the Internal Revenue Code.

“**ERISA Plan**” means any (i) “employee benefit plans” (as defined in Section 3(3) of ERISA) and any bonus, stock option, stock purchase, restricted stock, equity based, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, change in control or other benefit plans, programs or arrangements, and all employment, termination, severance, any cafeteria plan or any holiday or vacation plan or practice or other contracts or agreements, to which the Corporate and Shared Services Sellers, or any of their ERISA Affiliates is a party, with respect to which the Corporate and Shared Services Sellers, or any of their ERISA Affiliates has any obligation to or which are maintained, contributed to or sponsored by the Corporate and Shared Services Sellers or any of their ERISA Affiliates for the benefit of any Employee or former employee, officer or director of the Sellers, (ii) employee benefit plan for which the Sellers could incur liability under Section 4069 of ERISA in the event such plan has been or were to be terminated and (iii) plan in respect of which the Corporate and Shared Services Sellers could incur liability under Section 4212(c) of ERISA.

“**Excluded Contracts and Leases**” is defined in Section 2.02(o).

“**Execution Date**” is defined in the opening paragraph of this Agreement.

**“Final Order”** means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, (i) which has not been reversed, stayed, modified, amended, enjoined, set aside, annulled or suspended, (ii) with respect to which no request for a stay, motion or application for reconsideration or rehearing, notice of appeal or petition for certiorari is filed within the deadline provided by applicable statute or regulation or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, and (iii) as to which the deadlines for filing such request, motion, petition, application, appeal or notice referred to in clause (ii) above have expired.

**“GAAP”** means generally accepted accounting principles in the United States, consistently applied in accordance with past practice.

**“Global Holdings”** is defined in the opening paragraph of this Agreement.

**“Governmental Authority”** means any transnational, domestic or foreign federal, state or local, governmental unit, authority, department, court, agency or official, including any political subdivision thereof.

**“Hazardous Materials”** means chemicals, pollutants, radioactive material, contaminants, wastes, toxic or hazardous substances, materials or wastes, petroleum and petroleum products, asbestos or asbestos-containing materials or products, polychlorinated biphenyls, lead or lead-based paints or materials, radon, fungus, mold, mycotoxins, nanoparticles or other substances that may have an adverse effect on human health or the environment.

**“Healthcare Laws”** means any Applicable Law related to the regulation of the healthcare industry (including, but not limited to, the addiction treatment industry, the behavioral health industry, the hospital and other health care facilities industry, the pharmaceuticals industry and the physician practice management industry), the regulation of healthcare professionals (including, but not limited to, physicians and nurses and physician assistants), or to payment for items or services rendered, provided, dispensed, or furnished by healthcare suppliers or providers (including, but not limited to, physician practices, hospitals and other health facilities, physicians and pharmacists and other practitioners).

**“Highest and/or Best Bid”** means the highest and/or best Qualified Bids as identified in the Sale Order.

**“Highest and/or Best Bid Purchase Agreements”** means the Asset Purchase Agreements as identified in the Sale Order and in the form attached as exhibits thereto.

**“Houston Acquisition Triggering Event”** means the termination of the Houston Highest and/or Best Bid Purchase Agreements, on or prior to the earlier to occur of (i) the applicable end dates specified in such agreements; and (ii) December 31, 2018.

**“Houston and Non-Houston Acquisition Triggering Event”** means the occurrence of both (i) a Houston Acquisition Triggering Event and (ii) the termination of the Non-Houston Highest and/or Best Bid Purchase Agreements on or prior to the earlier to occur of (x) the applicable end dates specified in such agreements; and (y) December 31, 2018.

**“Houston Asset Package”** means all of the Assets and Business described on Schedule 2.01(a)(1).

**“Houston Highest and/or Best Bid Purchase Agreement(s)”** means the Highest and/or Best Bid Purchase Agreements relating to Facilities or Assets included in the Houston Asset Package.

**“Houston Sale Event”** means the closing of any sale or transfer of any Facility included in the Houston Asset Package or the sale or transfer of any real property or other Asset or Assets included in the Houston Asset Package, whether pursuant to any Houston Highest and/or Best Bid Purchase Agreement(s) or in any other transaction or transactions and whether to one or more purchasers.

**“Intellectual Property Rights”** means (i) inventions, reduced to practice or made the subject of one or more pending patent applications, (ii) patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof) registered or applied for throughout the world, all improvements to the inventions disclosed in each such registration, patent or patent application, (iii) trademarks, service marks, trade dress, logos, domain names, trade names and corporate names (whether or not registered) in all nations throughout the world and all goodwill associated therewith, (iv) copyrights (whether or not registered) and registrations and applications for registration thereof in all nations throughout the world, (v) proprietary computer software, (including source code, object code, firmware, operating systems and specifications), (vi) trade secrets and know-how (including manufacturing and production processes and techniques and research and development information), (vii) databases and data collections, in each case solely to the extent related to seismic and geological data, (viii) copies and tangible embodiments of any of the foregoing, in whatever form, format or medium, (ix) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, (x) all rights in all of the foregoing provided by treaties, conventions and common law, and (xi) all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.

**“Interest”** means any right, title, interest, ownership, indicia of title or ownership, right of possession, or other legal, equitable or possessory interest of any kind.

**“Inventory”** means all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables owned by the Operating Sellers located at or within any Facility, and any other goods held for sale or lease or furnished under contracts of service, raw materials, supplies and work in process owned by the Operating Sellers and related to the Acquired Business wherever located, whether or not in transit.

**“IP Seller”** is defined in the opening paragraph of this Agreement.

**“Landlord”** is defined in Section 2.08(c)(viii).

**“Leased Real Property”** means the parcels of real property of which any Operating Seller is the lessee (together with all fixtures and improvements thereon).

“**Liabilities**” means any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any kind or nature, whether accrued or not accrued, absolute or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, asserted or not asserted, determined, determinable or otherwise.

“**Licenses**” means all federal, state and local government authorizations, certificates of authority, certificates of need, provider agreements and licenses.

“**Lien**” means, with respect to any property or asset, any mortgage, lien, interest pledge, security interest, mechanics’ lien, materialman’s lien, statutory lien or right, whenever granted and including any “lien” as under Bankruptcy Code Section 101(37).

“**Master Agreements**” is defined in Section 2.01(a)(iii).

“**Neighbors Health**” is defined in the opening paragraph of this Agreement.

“**Non-Houston Asset Package**” means all of the Assets and Business described on Schedule 2.01(a)(2).

“**Non-Houston Highest and/or Best Bid Purchase Agreement(s)**” means the Highest and/or Best Bid Purchase Agreements relating to Facilities or Assets included in the Non-Houston Asset Package.

“**Non-Houston Sale Event**” means the occurrence of (i) any Houston Sale Event or (ii) the sale or transfer of any real property or other Asset or Assets included in the Non-Houston Asset Package, whether pursuant to any Non-Houston Highest and/or Best Bid Purchase Agreement(s) or in any other transaction or transactions and whether to one or more purchasers.

“**Non-Transferable Assets**” is defined in Section 5.03(d).

“**NPM**” is defined in the opening paragraph of this Agreement.

“**OpCo Buyer**” is defined in the opening paragraph of this Agreement.

“**Operating Seller**” is defined in the opening paragraph of this Agreement.

“**Organizational Documents**” means, with respect to any Person, the certificate or articles of incorporation, bylaws, certificate of formation or organization, partnership agreement, limited partnership agreement, operating agreement, limited liability company agreement or any other similar organizational documents of such Person.

“**Owned Intellectual Property Rights**” means all Intellectual Property Rights owned by the IP Seller.

“**Owned Real Property**” means the parcels of real property of which any Owned Real Property Seller is a fee title owner (together with all fixtures and improvements thereon).

**“Owned Real Property Seller”** is defined in the opening paragraph of this Agreement.

**“Party” or “Parties”** is defined in the opening paragraph of this Agreement.

**“Patient Privacy Requirements”** means the applicable requirements of the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 and the implementing regulations thereunder governing the privacy of individually identifiable health information and the security of such information maintained in electronic form, or of any similar law of Texas.

**“Permits”** means all material governmental (whether federal, state or local) permits, Licenses, franchises, certificates, approvals or other similar authorizations.

**“Permitted Liens”** means (a) non-monetary liens that do not detract from the value of any underlying Transferred Asset or interfere in any material respect with the ability of Buyers to own and operate any underlying Transferred Asset in substantially the manner as owned and operated by the Sellers immediately prior to the Execution Date, (b) in the case of Seller Real Property, zoning, building or other restrictions, variances, covenants, rights of way, encumbrances, easements and other minor irregularities in title, and (c) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures.

**“Person”** means any person, entity or Governmental Authority of any nature whatsoever, specifically including an individual, firm, company, corporation, partnership, trust, joint venture, association, joint stock company, limited liability company, estate, unincorporated organization or other entity or organization.

**“Petition Date”** means the date on which the Sellers filed the Bankruptcy Cases with the Bankruptcy Court.

**“Post-Closing Tax Period”** means any taxable period beginning after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

**“Post-Petition Accounts Payable”** means all accounts payable (and unpaid) of the Debtors arising after the Petition Date in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date.

**“Post-Petition Accrued Expenses”** means all accrued and unpaid operating expenses of the Debtors arising after the Petition Date in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date.

**“Pre-Closing Tax Period”** means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on or including the Closing Date.

**“Proceeding”** means any action, claim, demand, audit, hearing, complaint, investigation, litigation, or suit commenced, brought, conducted, or heard by or before any Governmental Authority.

**“Property Taxes”** is defined in Section 2.10(b).

**“PTO Obligations”** means the Liabilities of the Sellers for the accrued vacation, sick, holiday and other paid time off and related Taxes and other payroll obligations of the Transferred Employees outstanding as of the Closing Date.

**“Purchase Price”** is defined in Section 2.06(a).

**“Purchase Price Allocation”** is defined in Section 2.09.

**“Qualified Bid”** shall have the meaning given to such term in the Bid Procedures attached as Exhibit A to the Bidding Procedures Order.

**“Real Property Lease”** shall mean any lease or sublease of Leased Real Property.

**“Realty Buyer”** is defined in the opening paragraph hereof.

**“Representatives”** means, with respect to any Person, the officers, directors, employees, members, managers, partners, investment bankers, attorneys, accountants, consultants or other advisors, agents or representatives of such Person, when acting in such capacity on behalf of such Person.

**“Retained Assets”** is defined in Section 2.02.

**“Retained Liabilities”** is defined in Section 2.04.

**“Retained Seller Mark”** means the trademark owned by the IP Seller and registered with the United States Patent and Trademark Office on July 11, 2017 under Registration No. 5239995, as amended.

**“Sale Order”** means the Sale Order entered in the Bankruptcy Cases on September 12, 2014 (Doc. 482) and the related Supplemental Sale Order entered on September 14, 2018 (Doc. 484).

**“Selected Asset Package(s)”** has the meaning set forth in Section 2.01(a).

**“Seller”** or **“Sellers”** is defined in the opening paragraph of this Agreement.

**“Sellers’ Knowledge”** means the actual knowledge of the Chief Restructuring Officer of Neighbors Health.

**“Sellers Material Adverse Effect”** means a material adverse effect on (i) the condition (financial or otherwise), business, properties, assets, or results of operations of the Acquired Business, (ii) the ability of the Sellers or the Debtors, as applicable, to conduct the Acquired Business consistent with recent history, (iii) the ability of the Sellers or the Debtors, as

applicable, to perform their obligations under the Transaction Documents in material compliance with the requirements thereof or to consummate the Transactions including the failure of the Debtors to assume and assign Desired 365 Contracts to the extent required by this Agreement, and which individually or in the aggregate are material to the operation of the Acquired Business; (iv) litigation, not including the Bankruptcy Cases or matters pending at the time of the Auction; or (v) material restatement of financial statements or information provided prior to the Auction; *provided, however*, that any such material adverse effect that results from any of the following matters shall be disregarded and shall not be taken into account in determining whether a material adverse effect has occurred under this definition: (A) changes in financial, credit or securities markets generally, including any changes in prevailing interest rates, (B) changes in general economic or political conditions in the United States or regionally, (C) matters identified as having a Sellers Material Adverse Effect in the Schedules to this Agreement to the extent such information was provided to Buyers on or before the date of the Auction, (D) the announcement of matters related to the Bankruptcy Case, including announcements relating to the pendency or consummation of the sale of the Transferred Assets, (E) actions taken or omissions made after the date of this Agreement following full disclosure to Buyers and with the express written consent of Buyers, (F) changes resulting from general industry-wide conditions that do not disproportionately affect the Sellers relative to other industry participants, (H) acts of war, sabotage or terrorism or any military action, or threats thereof, or any escalation or worsening of any such acts of war, sabotage, terrorism or military actions threatened or underway as of the Execution Date, in each case, which do not disproportionately affect the Sellers relative to other industry participants, (I) any natural or man-made disaster or acts of God, in each case, which do not disproportionately affect the Sellers relative to other industry participants, and (J) changes in Applicable Law or accounting rules, including GAAP.

“*Seller Parent*” is defined in the opening paragraph of this Agreement.

“*Seller Real Property*” means, collectively, the Leased Real Property and the Owned Real Property.

“*Sellers’ Transferred Employee List*” is defined in Section 3.16(a).

“*Specifically Assumed Liabilities*” is defined in Section 2.03.

“*Straddle Period*” means any Tax period beginning before or on and ending after the Closing Date.

“*Subsidiary*” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

“*T-System Contract*” means the Site Opt-In Agreement dated July 22, 2015, between T-System, Inc. and Neighbors Health.

“**Tax**” or “**Taxes**” means (i) all federal, state, local, foreign and other income, sales, use, ad valorem, withholding, payroll, employment, unemployment, excise, gross receipts, goods and services, add-on minimum, value added, transfer, profits, franchise, license, stamp, custom and any other similar taxes, duties or like assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto, (ii) in the case of the Sellers, Liability for the payment of any amount of the type described in clause (i) as a result of being or having been before the Closing Date a member of an affiliated, consolidated, combined or unitary group, or a party to any agreement or arrangement, as a result of which Liability of the Sellers to a Governmental Authority is determined or taken into account with reference to the activities of any other Person, and (iii) Liability of the Sellers for the payment of any amount of the type described in (i) or (ii) as a result of any existing express or implied agreement or arrangement (including an indemnification agreement or arrangement) involving the Sellers or any of their Affiliates.

“**Tax Refund**” means any refund, credit, or offset of Taxes attributable to the assets, operations or Acquired Business of the Sellers for periods prior to the Closing Date.

“**Tax Return**” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Third Party**” means any Person other than a Party or its Affiliates.

“**Third Party Buyer**” means the buyer under any Third Party Purchase Agreement.

“**Third Party Purchase Agreement**” means any agreement relating to the purchase and sale of assets of the Sellers pursuant to the Auction and Bidding Procedures Order other than this Agreement.

“**Trade Name**” means “Neighbors” and all variations thereof, but excluding the Retained Seller Mark.

“**Trade Name License Agreement**” means, with respect to each Consortium Buyer (other than Altus) a definitive Trade Name License Agreement pursuant to which, (i) prior to the Closing, IP Seller, and (ii) at and after Closing, Buyer, grants to such Consortium Buyer, a royalty-free license and privilege to use the Trade Name, for transitional purposes, until the date that is 180 days following the closing of the Third Party Purchase Agreement.

“**Transaction Documents**” means this Agreement, the Bill of Sale and any other agreement between or among Buyers and the Sellers that expressly states that it constitutes a Transaction Document for purposes of this Agreement, and all other agreements, documents and instruments entered into by any of the Buyers, on the one hand, and any of the Sellers, on the other hand, as of or after the Execution Date and at or prior to Closing in connection with the Transactions (as each such document, agreement and instrument may be amended, supplemented or modified).

“**Transaction Taxes**” is defined in Section 2.10.

“*Transactions*” means the transactions contemplated by this Agreement and the other Transaction Documents.

“*Transferred Assets*” has the meaning set forth in Section 2.01(a).

“*Transferred Employees*” is defined in Section 6.02.

“*Transition Services Agreement (Consortium Buyers)*” means, with respect to each Consortium Buyer (other than Altus), a definitive Transition Services Agreement, pursuant to which Buyer or one of its Affiliates shall provide certain transition services to, and as reasonably requested by, such Consortium Buyer, which definitive Transition Services Agreement shall cover the services listed on Exhibit E attached hereto.

“*Transition Services Agreement (Debtors’ Estate)*” means a definitive Transition Services Agreement pursuant to which Buyer or one of its Affiliates shall provide certain transition services to, and as reasonably requested by, the bankruptcy estate of Debtors and to Neighbors Physician Group, PLLC following the Closing.

“*WARN Act*” means the Workers Adjustment & Retraining Notification Act or any similar State law.

“*Withholding Taxes*” means all applicable federal, state or local income Taxes and applicable employment (social security, unemployment insurance and Medicare) and other withholding obligations, in each case withheld from Employees Seller prior to Closing.

**Section 1.02 Accounting Terms; Utilization of GAAP for Purposes of Calculations Under Agreement.** Except as otherwise expressly provided in this Agreement, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP. Calculations in connection with the definitions, covenants and other provisions of this Agreement shall utilize GAAP, except as otherwise expressly set forth herein.

**Section 1.03 Other Definitional and Interpretative Provisions.** The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The headings and captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. 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 capitalized terms used in any Exhibit or Schedule but not otherwise defined therein and defined herein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

References to “law,” “laws” or to a particular statute or law shall be deemed also to include any and all Applicable Law. The word “or” will have the inclusive meaning represented by the phrase “and/or.” The phrase “and/or” when used in a conjunctive phrase, shall mean any one or more of the Persons specified in or the existence or occurrence of any one or more of the events, conditions or circumstances set forth in that phrase; *provided, however*, that when used to describe the obligation of one or more Persons to do any act, it shall mean that the obligation is the obligation of each of the Persons but that it may be satisfied by performance by any one or more of them. “Shall” and “will” have equal force and effect. The Parties and their counsel have reviewed the provisions of this Agreement and have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. All references to immediately available funds or dollar amounts contained in this Agreement shall mean United States dollars. If the Bankruptcy Cases are filed prior to the Closing Date, then as of the Petition Date, all references in this Agreement to the “Seller” or the “Sellers” shall be deemed to refer to the “Debtor” or the “Debtors,” respectively, to the extent necessary in order to give effect to the intent of the Parties expressed in Section 2.08. THE PARTIES AGREE THAT THE BOLD AND/OR CAPITALIZED LETTERS IN THIS AGREEMENT CONSTITUTE CONSPICUOUS LEGENDS.

## ARTICLE 2 PURCHASE AND SALE

### **Section 2.01 Purchase and Sale of Assets**

(a) Subject to, and on the terms and conditions of this Agreement, and effective at the Effective Time, (1) upon the occurrence of a Houston Acquisition Triggering Event, Buyers shall purchase, acquire and accept from the Sellers and Sellers shall sell, transfer and convey to Buyers, the Houston Asset Package, as described on Schedule 2.01(a)(1), or (2) upon the occurrence of a Houston and Non-Houston Acquisition Triggering Event, Buyers shall purchase, acquire and accept from the Sellers and Sellers shall sell, transfer and convey to Buyers, the Houston Asset Package, as described on Schedule 2.01(a)(1) **and** the Non-Houston Asset Package, as described on Schedule 2.01(a)(2) (and such Asset Package or Asset Packages as described in clauses (1) and (2) of this Section 2.01(a), the “***Selected Asset Package(s)***”) for and in consideration of the Purchase Price and other consideration as specified for the Selected Asset Package(s) in Section 2.06 below, and the Sellers shall sell, convey, transfer, assign and deliver to Buyers, all of the Sellers’ right, title and interest in and to all of the assets, properties, rights and interests as set forth below with respect to the Selected Asset Package(s) (the Assets as set forth below in regards to such Selected Asset Package(s) being the “***Transferred Assets***” and the business conducted at the Facilities included in such Selected Asset Package(s) being the “***Acquired Business***”). *For the avoidance of doubt, notwithstanding any amendments, modifications or partial termination of any Highest and/or Best Bid Purchase Agreement(s), Buyers shall have no obligation under any circumstances to purchase any assets or combination of assets from Sellers other than either (i) the Houston Asset Package or (ii) both the Houston and the Non-Houston Asset Package as defined herein, and in either event only upon the occurrence of either a*

***Houston Acquisition Triggering Event or the occurrence of a Houston and Non-Houston Acquisition Triggering Event and otherwise for and on the terms set forth in this Agreement.***

(i) All Accounts Receivable but only as to the Operating Sellers conducting business at the Facilities included in Houston Asset Package;

(ii) [intentionally omitted];

(iii) to the extent legally assignable, the Desired 365 Contracts and all of the Sellers' interest under the Desired 365 Contracts; provided, in the case of any Desired 365 Contract that is governed by a master agreement, master services agreement or similar Contract that sets out standard terms and conditions for the applicable transactions ("**Master Agreements**"), no term or provision of such Master Agreement shall be assigned or otherwise transferred to Buyer except to the extent such term or provision is applicable to the Facilities or the Acquired Business to which such Desired 365 Contract relates;

(iv) except as and to the extent relating to any Retained Assets or Retained Liabilities:

(A) any insurance proceeds payable pursuant to claims made under insurance Contracts (other than with respect to directors and officers liability insurance) with respect to matters arising prior to the Effective Time solely to the extent that such claim relates to the repair or replacement of damaged or destroyed property that constitutes the Transferred Assets, as of the Effective Time, such proceeds have not been paid to repair or replace such damaged or destroyed property; and

(B) all rights in and under all express or implied guarantees, warranties (including manufacturers' warranties), representations, covenants, indemnities and similar rights in favor of the Sellers with respect to the Transferred Assets;

(v) all equipment (including medical equipment and instruments), furniture, furnishings, computer hardware, communication equipment, supplies, fixtures, leasehold interests, materials, Inventory and other tangible personal property of any kind or type that is owned by the Operating Sellers and used in the Acquired Business and located at or within any Facility included in the Selected Asset Package(s);

(vi) to the extent legally assignable, all of the IP Seller's Owned Intellectual Property Rights and the goodwill associated herewith, but excluding the Retained Seller Mark;

(vii) all books and records of the Sellers, wherever located, solely to the extent relating to the Transferred Assets, including the following: sales and service records, books of account, invoices, inventory records, accounting

records, Tax Returns with respect to the Transferred Assets, environmental records and studies, maintenance records, cost and pricing information, supplier lists, business plans, catalogues, quality control records and manuals, blueprints, research and development files, patent and trademark files; *provided, however*, that to the extent the Transferred Assets may include or be integrated with books and records relating to Assets not included in the Selected Asset Package(s), the Sellers, and its Representatives, shall retain, and any Third Party Purchaser of other Assets and its Representatives shall have, reasonable access to and the right to copy portions of such books and records relating to Retained Assets or Retained Liabilities, the Sellers' rights under the Transaction Documents or that are reasonably required with respect to any audit, investigation or inquiry of any Governmental Authority including Taxing Authorities with respect to periods prior to the Closing; *provided further, however*, the Sellers and/or any Person authorized to act on behalf of the Sellers or their bankruptcy estates or to whom Retained Assets are transferred or assigned pursuant to the Bankruptcy Code or the Bankruptcy Rules (including without limitation a trustee, creditors' committee, or liquidating trust (collectively, an "**Authorized Person**")), shall have the right to access and copy any and all books and records of the Sellers as such Authorized Person, in its discretion, deems necessary to enable such Authorized Person to take any and all actions in connection with the Retained Assets as such Authorized Person is entitled and/or required to take under the Bankruptcy Code or the Bankruptcy Rules, including without limitation analyzing, evaluating, litigating, and compromising the Avoidance Actions, subject to any requirements or limitations imposed by the Patient Privacy Requirements;

(viii) to the extent legally assignable, all Licenses and Permits, relating to the ownership or operation of the Transferred Assets in a manner consistent with the recent operation of the Acquired Business;

(ix) all prepaid claims, prepaid expense items and deferred charges, credits, advance payments, security and other deposits (other than for insurance and utilities) made by the Sellers to any other Person relating to the Transferred Assets, in each case other than to the extent exclusively relating to the Retained Liabilities or Retained Assets;

(x) all Owned Real Property and all rights in respect of all Leased Real Property, including all of the Real Property Leases;

(xi) all third party indemnities related to the Transferred Assets where any Seller is an indemnified party and the proceeds afforded thereby, in each case other than to the extent exclusively relating to the Retained Liabilities or Retained Assets; and

(xii) solely to the extent related to the Acquired Business (as stated in Section 2.01(a) above), all claims, rights, defenses, offsets, recoupments,

causes of action, credits, immunities or rights of set-off against Buyers and/or Third Parties under contracts that are actually assumed by Debtors and assigned to the Buyer and arising prior to the Effective Time. For the sake of clarity and the avoidance of any doubt, this provision is subject to Section 2.02 below and expressly excludes the Retained Assets.

(b) Except for Specifically Assumed Liabilities, all Transferred Assets shall be conveyed free and clear of all Liens (other than Permitted Liens), Claims, and Interests to the maximum extent allowed by Section 363(f) of the Bankruptcy Code. Prior to the hearing to approve the Sale Order, Buyers may elect to designate any Transferred Asset as a Retained Asset by written notice to the Seller; *provided, however*, that any such designations by Buyers shall have no effect on Specifically Assumed Liabilities.

(c) *For purposes of clarification and notwithstanding any other provision hereof, except for any Retained Liabilities as set forth in Section 2.04 below, (i) any Operating Seller not operating a Facility included in the Selected Asset Package(s) shall have no obligations under this Agreement, including with respect to any representation, warranty or covenant set forth in Article 3, Article 5 or Article 7 hereof, and shall not be deemed an Operating Seller for any purposes hereof and (ii) any Real Property Seller not owning any Owned Real Property included in the Selected Asset Package(s) shall have no obligations under this Agreement, including with respect to any representation, warranty or covenant set forth in Article 3, Article 5 or Article 7 hereof, and shall not be deemed an Owned Real Property Seller for any purposes hereof.*

**Section 2.02 Retained Assets.** Notwithstanding the foregoing, Buyers shall not acquire, and the Sellers shall retain, all other assets not included as a Transferred Asset or which are not solely related to the Acquired Business as described in the Selected Asset Package, including the following assets (the “*Retained Assets*”):

(a) all Accounts Receivable other than those described in Section 2.01(a)(i).

(b) all cash and cash equivalents, including bank accounts, Cash Deposits and payments in transit other than those described in Section 2.01(a)(ix);

(c) any Assets not included in the Transferred Assets and all of the Sellers’ rights under any purchase agreement or related transaction document entered into by Sellers with respect to any such excluded assets;

(d) the equity ownership of any Seller’s Subsidiary, including the business of any such Subsidiary that is not a Seller;

(e) all intercompany receivables and other rights to receive payment from Seller Parent or any of its Affiliates (including the Sellers);

(f) all insurance Contracts (including with respect to directors and officers liability insurance) and all rights, claims and proceeds payable thereunder, including deposits, rights to discounts, credits and refunds arising from such insurance

Contracts, except to the extent constituting Transferred Assets pursuant to Section 2.01(a)(iii)(A);

(g) all claims, rights, defenses, offsets, recoupments, causes of action, credits, immunities or rights of set-off of the Sellers against Third Parties, including, without limitation, the Sellers' former or current officers, directors, managers, members, unitholders, physicians, pharmacists and other independent contractors arising prior to the Effective Time;

(h) the Organizational Documents of the Sellers and their respective, minute books, stock and ownership records and corporate seals and all other documents and records relating to the organization, maintenance, existence and federal income taxation of the Sellers or their partners;

(i) all Tax Assets, Tax deposits (including funds held by the Sellers in respect of Withholding Taxes or estimated income taxes) and Tax Refunds (except real estate Taxes, if any, being held by the landlords or lenders pertaining to the Facilities included in the Selected Asset Package(s));

(j) all deposits for utilities;

(k) all business and financial records, books, ledgers, files, plans, documents, correspondence, lists, and reports that relate solely to Retained Assets or Retained Liabilities;

(l) all rights, claims, causes of action and recoveries of Sellers under Sections 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b), 553 or 724 of the Bankruptcy Code (collectively, "***Avoidance Actions***") and all proceeds thereof;

(m) all ERISA Plans and assets maintained pursuant or in connection therewith;

(n) all rights, claims, rebates, discounts, credits and professional retainers incurred in connection with the Bankruptcy Cases;

(o) any executory Contracts or unexpired leases, other than the Real Property Leases ("***Excluded Contracts and Leases***"), that are not assumed and assigned to Buyers pursuant to this Agreement, or that are otherwise terminated on or before the Effective Time;

(p) the Retained Seller Mark;

(q) all of the Sellers' rights under the Transaction Documents, including the right to receive the Purchase Price; and

(r) any other assets of the Sellers not solely related to operation of the Acquired Business, including any assets related to the operation of any emergency centers (other than the Facilities included in the Selected Asset Package(s)) that are operated by

Affiliates of Seller Parent and any assets of any emergency centers (other than the Facilities included in the Selected Asset Package(s)) that were formerly operated by Affiliates of Seller Parent and which are non-operated as of the Execution Date.

**Section 2.03 Assumption of Liabilities.** OpCo Buyer shall assume, on the terms and subject to the conditions set forth herein, at the Closing and as of the Effective Time, only the following Liabilities of the Sellers and solely to the extent such Liabilities relate to the Transferred Assets and the Acquired Business as described in the Selected Asset Package (collectively, the “*Specifically Assumed Liabilities*”), and no others:

(a) As to the Houston Asset Package, and solely to the extent related to the Facilities, Transferred Assets and Acquired Business expressly included therein, only the following Liabilities and no others:

(i) all Liabilities arising after the Effective Time under the Desired 365 Contracts identified in the Houston Asset Package;

(ii) Liabilities up to a maximum total amount of One Million Fifty Thousand (\$1,050,000) relating to (w) Cure Costs for Desired 365 Contracts, (x) Post-Petition Accounts Payable of the Operating Sellers; (y) PTO Obligations relating to Facility employees, and (z) Post-Petition Accrued Expenses (excluding except as specified in (y) immediately above or in Section 6.02) any Liabilities for payroll expenses, and any Liabilities for ERISA Plans of the Corporate and Shared Services Sellers);

(iii) all Liabilities incurred after the Effective Time for providing COBRA-continuation coverage under Buyer’s group health plan with respect to any Employees and their dependents; and

(iv) all Liabilities of the Sellers relating to the ownership or operation of the Acquired Business and the Transferred Assets arising after the Effective Time;

(b) As to the Non-Houston Asset Package (only if included in the Selected Asset Package(s) under Section 2.01(a)), and solely to the extent related to the Facilities, Transferred Assets and Acquired Business expressly included therein, only the following Liabilities and no others:

(i) All Liabilities arising after the Effective Time under the Desired 365 Contracts identified in the Non-Houston Asset Package but only to the extent that such obligations are not supposed to be performed prior to the Effective Time (and expressly excluding any obligation arising out of or relating to a breach that occurred prior to the Effective Time or for amounts owing by the Sellers prior to Effective Time); and

(ii) All liabilities incurred in providing COBRA-continuation coverage under the Buyer’s group health plan as set forth in Section 6.02(d).

**Section 2.04 Retained Liabilities.** Except for the Specifically Assumed Liabilities, Buyers are not assuming, shall not assume, and shall not be responsible for, and the Sellers expressly retain: (a) all Liabilities of the Sellers related to the Retained Assets, whether such Liabilities arise before or after the Effective Time; (b) any Liabilities of Sellers owing to Seller Parent or any of its Affiliates (including the Sellers) and (c) all other Liabilities of the Sellers whatsoever associated with the Transferred Assets, the Acquired Business or with any other properties, rights, contracts, or other assets of the Sellers, whether presently in existence or arising hereafter, known or unknown, disputed or undisputed, contingent or non-contingent, liquidated or unliquidated, or otherwise (clauses (a), (b) and (c) collectively, the “***Retained Liabilities***”).

**Section 2.05 Good Faith Deposit; Escrow.**

(a) Pursuant to the Bid Procedures, Buyers have deposited with the Seller Parent the amount of FOUR MILLION, SIX HUNDRED SEVENTY THOUSAND AND NO DOLLARS (\$4,670,000.00) as a good faith deposit (the “***Deposit***”). The Deposit shall be held in an interest-bearing account. The Sellers acknowledge and agree that the Deposit shall not be an asset of the Debtors’ bankruptcy estates. Upon the Closing in accordance with the terms of this Agreement and the Transaction Documents, the Deposit (together with all interest earned thereon) will be applied against the Purchase Price in the manner provided in Section 2.06(b).

(b) If this Agreement is terminated pursuant to Section 9.01, the Seller Parent shall return the Deposit (together with all interest earned thereon) to Buyers as a non-completion fee in accordance with Section 9.02(b) and Section 9.02(c).

(c) The Deposit (including any interest earned thereon) shall not be disbursed except in accordance with Section 2.05(a) or Section 2.05(b).

**Section 2.06 Purchase Price.**

(a) In consideration of the transfer of the Transferred Assets and in addition to assuming the Specifically Assumed Liabilities as provided above, Buyers agree to pay or cause to be paid to the Sellers the purchase price for the Selected Asset Package in the amount of (the “***Purchase Price***”): (i) for the Houston Asset Package the amount of FORTY SIX MILLION, NINE HUNDRED THOUSAND DOLLARS (\$46,900,000.00), or (ii) for the Houston Asset Package and the Non-Houston Asset Package the amount of SEVENTY ONE MILLION SEVEN HUNDRED THOUSAND AND NO DOLLARS (\$71,700,000.00.)

(b) At the Closing, Buyers will pay or cause to be paid by wire transfer of immediately available funds to the Escrow Agent (to be disbursed by Escrow Agent to the Sellers), an amount equal to the following without setoff, recoupment or other reduction:

(i) the Purchase Price; *minus*

(ii) the Deposit (together with all interest earned thereon).

**Section 2.07 Bankruptcy Court Orders.** The Transferred Assets shall be conveyed by the Debtors free and clear of all Liens, Claims and Interests, other than Permitted Liens, to the maximum extent allowed by Section 363(f) of the Bankruptcy Code and in accordance with the final Sale Order entered by the Bankruptcy Court. Accordingly, the Sellers obligation to consummate the transactions set forth in this Agreement (including the sale, conveyance, transfer, assignment and delivery to Buyers of the Transferred Assets) on the Closing Date will be subject to the entry of a Sale Order, which shall be a Final Order, by the Bankruptcy Court. Further, for purposes of clarification, with respect to the representations made by the Debtors on the Closing Date in Article 3, all references to “Seller” or the “Sellers” shall be (i) deemed to refer to the “Debtor” or the “Debtors,” respectively.

**Section 2.08 Closing; Closing Deliveries.**

(a) The closing of the Transactions (the “**Closing**”) shall take place at the offices of Debtors' counsel, Porter Hedges LLP, 1000 Main St., 36<sup>th</sup> Floor, Houston, Texas 77002 commencing at 10:00 a.m. on the date that is the later to occur of (i) three (3) Business Days following the satisfaction or written waiver of the conditions of Closing set forth in Article 8 hereof (other than those conditions which by their terms are not to be satisfied until the Closing, but subject to the waiver or fulfillment of those conditions), and (ii) ninety (90) days after the date Buyer receives notice of either a Houston or a Houston and Non-Houston Acquisition Triggering Event (the “**End Date**”), or such other date or location as the Parties may mutually determine. The Closing and all documentation delivered at Closing shall be effective as of the Effective Time.

(b) At the Closing, unless waived by the Sellers, Buyers shall deliver, or execute and deliver, as applicable, to the Sellers:

(i) the Bill of Sale, duly executed by OpCo Buyer;

(ii) the Purchase Price in the manner provided in Section 2.06(b);

(iii) the certificate required to be delivered by Buyers under Section 8.03(c), duly executed by Buyers;

(iv) all other Transaction Documents, and such other documents, certificates, instruments or writings reasonably requested by Sellers in connection herewith; and

(v) all applicable sales/use Tax resale certificates and sale-for-lease exemption certificates dated on or before the Closing Date from Buyers certifying the exempt, excluded, or otherwise nontaxable nature of the transfer of all Inventory included among the Transferred Assets for sales/use Tax purposes.

(c) At the Closing, unless waived by Buyers, the Sellers shall deliver or cause to be delivered, or execute and deliver, as applicable, to Buyers:

(i) the Bill of Sale, duly executed by the Sellers;

(ii) a Special Warranty Deed, duly executed by the Owned Real Property Sellers, transferring the Owned Real Property included in the Selected Asset Package to the Realty Buyer;

(iii) the certificate required to be delivered by the Sellers under Section 8.02(c), duly executed by the Sellers;

(iv) affidavits meeting the requirements of Treasury Regulation § 1.1445-2(b)(2), duly executed by the Sellers;

(v) a properly completed Texas Comptroller of Public Accounts Form 01-917, Statement of Occasional Sale, in the aggregate covering the conveyances of the Transferred Assets by Sellers to Buyers hereunder;

(vi) a certified copy of the Sale Order, which order shall be a Final Order;

(vii) all other Transaction Documents and such other documents, certificates, instruments or writings reasonably requested by Buyers in connection herewith; and

(viii) a lease agreement between InvestCorp Group Ltd. (“Landlord”) and OpCo Buyer on terms reasonably acceptable to OpCo Buyer, providing for OpCo Buyer’s lease of up to 10,000 square feet of office space on the third floor of 10800 Richmond Avenue, Houston, Texas 77042 (such location, the “Headquarters” and such space the “Desired Headquarters Space”), duly executed by the Landlord; provided however, in the event Buyers notify Sellers pursuant to Section 5.03(e) that they do not intend to enter into a lease agreement for the Desired Headquarters Space, Sellers shall provide Buyers access to and use of the Desired Headquarters Space, rent-free and for transitional purposes and for all purposes in operating the Acquired Business for a period of up to six weeks (6) following the Closing Date.

**Section 2.09 Allocation of Purchase Price.** The Sellers and Buyers agree that the Transactions will be treated as an asset acquisition for tax purposes. Within thirty (30) calendar days after the Closing Date, Buyers shall prepare and provide a proposed allocation of the Purchase Price among the Transferred Assets (the “***Purchase Price Allocation***”) to the Sellers. Such proposed Purchase Price Allocation shall be in accordance with Section 1060 of the Code and final and binding on the Parties unless, within thirty (30) calendar days after Buyers provide such proposed Purchase Price Allocation, the Sellers notify Buyers of their disagreement with any item in such proposed allocation. In the event of such notification, the Sellers and Buyers shall negotiate in good faith to resolve such dispute; *provided, however*, that if the Sellers and Buyers cannot resolve such dispute within thirty (30) calendar days then they shall be entitled to file separate allocations. Any allocation of the Final Purchase Price agreed to pursuant to this section shall be binding on Buyers and the Sellers for all Tax reporting purposes except that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax audit, claim, or similar proceedings. The Purchase Price

Allocation shall be for tax purposes only, and the Purchase Price Allocation shall not have any effect on any other distribution or disbursement of monies to secured or unsecured creditors in any of the Bankruptcy Cases, if applicable.

**Section 2.10 Taxes.**

(a) Transfer Taxes. All federal, state and local transfer Taxes, including all state and local Taxes in connection with the transfer of the Transferred Assets, and all recording and filing fees (collectively, “**Transaction Taxes**”) that may be imposed by reason of the sale, transfer, assignment and delivery of the Transferred Assets, and are not exempt under Section 1146(a) of the Bankruptcy Code shall be borne one hundred percent (100%) by Sellers. Transaction Taxes do not include any Tax in the nature of an income tax, including any capital gains, franchise, excise, inheritance, estate, succession, or gift taxes. The Sellers and Buyers shall cooperate to minimize any such Transaction Taxes and to determine appropriate taxing authorities and amount of Transaction Taxes, if any, payable in connection with the Transactions. The Sellers shall assist Buyers reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

(b) Straddle Periods. In the case of any Straddle Period, the amount of any real or personal property, ad valorem or similar Taxes of any Seller with respect to the Transferred Assets (the “**Property Taxes**”) allocated to a the Pre-Closing Tax Period shall be the amount of such Property Taxes for the entire Straddle Period, multiplied by a fraction, the numerator of which is the number of days in the Straddle Period through and including the Closing Date, and the denominator of which is the number of days in such Straddle Period. Any Property Taxes for any Straddle Period not allocated to a Pre-Closing Tax Period shall be allocable to the Post-Closing Tax Period. Sellers shall be responsible for, pay, and indemnify Buyers in respect of, any Property Taxes that are allocated to the Pre-Closing Tax Period, and Buyers shall be responsible for, pay, and indemnify Sellers in respect of, any Property Taxes allocable to the Post-Closing Tax Period.

(c) Cooperation. Buyers and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Transferred Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any Claims, suit or proceeding relating to any Tax, and the claiming by Buyers of any federal, state or local business tax credits or incentives that Buyers may qualify for in any of the jurisdictions in which any of the Transferred Assets are located; provided, however, that neither Buyers nor any Seller shall be required to disclose the contents of its income Tax Returns to any Person other than the Parties. Any expenses incurred in furnishing such information or assistance pursuant to this Section 2.10(c) shall be borne by the Party requesting it.

**Section 2.11 Title Reports, Surveys and other Owned Real Property Information.**

Prior to the Execution Date, the Owned Real Property Sellers have provided to Buyers the following with respect to the Owned Real Property:

- (a) title reports with respect to each parcel of Owned Real Property prepared as of a recent date prior to the Execution Date;
- (b) existing surveys, if in the possession of the Owned Real Property Sellers, with respect to each parcel of Owned Real Property;
- (c) a copy of property Tax statements for the Owned Real Property for the most recent two (2) tax years; and
- (d) if in the possession of the Owned Real Property Sellers, a copy of all maps, plats, easements, utility information and agreements, permits, licenses, certificates of occupancy, zoning letters, soil reports and tests, correspondence with or from all Governmental Authorities with authority over the Owned Real Property, environmental site assessments and studies, engineering reports, hazardous material reports, appraisal reports, and other similar matters relating to the Property.

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

The Sellers represent and warrant to Buyers as of the Execution Date, and the Debtors represent and warrant to Buyers as of the Closing Date, as follows.

**Section 3.01 Corporate Existence and Power.** The Sellers are duly organized and existing under the laws of their jurisdiction of organization.

**Section 3.02 Authorization.** On the Execution Date, the execution, delivery and performance by the Sellers of this Agreement and the other Transaction Documents dated the Execution Date to which the Sellers are a party and the consummation of the Transactions have been duly authorized by all necessary action on the part of the Sellers. As of the Closing Date, subject to the entry of the Sale Order by the Bankruptcy Court, this Agreement and each other Transaction Document to which the Debtors will be a party on the Closing Date (assuming in each case due authorization, execution and delivery thereof by the other parties thereto) constitute valid and binding agreements of the Debtors, enforceable against the Debtors in accordance with their terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

**Section 3.03 Governmental Authorization.** The execution, delivery and performance by the Sellers of this Agreement and each other Transaction Document to which they are or will be parties and the consummation by the Sellers of the Transactions require no action by or in respect of, or filing with or notification to, any Governmental Authority other than, subject to the filing of appropriate pleadings and notices with the Bankruptcy Court, the entry of the Bidding Procedures Order and the Sale Order by the Bankruptcy Court, the approval of this Agreement by the Bankruptcy Court and as specifically provided in this Agreement.

**Section 3.04 Title to Transferred Assets.** As of the Closing Date, subject to the entry of the Sale Order by the Bankruptcy Court, the Debtors shall deliver to Buyers (i) good and marketable title to all of the Transferred Assets (other than Owned Real Property and the Leased Real Property), (ii) a valid leasehold interest in the Leased Real Property included in the Transferred Assets, and (iii) good and indefeasible title to the Owned Real Property included in the Transferred Assets, in each case free and clear of all Liens (other than Permitted Liens), Claims and Interests to the maximum extent permitted by Section 363(f) of the Bankruptcy Code, other than Specifically Assumed Liabilities.

**Section 3.05 Brokerage Fees.** Except as set forth on Schedule 3.05, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Sellers or the Debtors which is or will be entitled to any fee, commission or other compensation in connection with the Transactions.

**Section 3.06 365 Contracts.** Schedule 3.06 contains a correct and complete list of all 365 Contracts that are material to the operation of the Acquired Business. The Sellers have made available to Buyers true, correct and complete copies of each such 365 Contract. Except for those 365 Contracts indicated by an asterisk on Schedule 3.06, none of the Sellers is the licensor of any intellectual property, including any trademarks or any other property that could be the subject of an election under Section 365(n) of the Bankruptcy Code.

**Section 3.07 Taxes.**

(a) All material Tax Returns required to have been filed by or with respect to the Sellers have been filed (taking into account any extension of time to file granted or obtained) and such Tax Returns are true, correct and complete in all material respects;

(b) Except as set forth on Schedule 3.07(b), all material Taxes required to have been paid by or with respect to the Sellers have been paid, other than Taxes of the Sellers the payment of which is prohibited or stayed by the Bankruptcy Code;

(c) There are no Liens with respect to Taxes on any of the Transferred Assets of the Sellers, other than such Liens that will be released upon entry of the Sale Order, as applicable; and

(d) The Sellers have not received any written notice of any pending or threatened assessment of Taxes, or any audits, examinations, investigations, or other proceedings in respect of Taxes or Tax Returns of the Sellers.

**Section 3.08 Transactions with Affiliates.** Schedule 3.08 sets forth a complete and correct list of all transactions to or by which the Sellers, on the one hand, and any Affiliate of the Sellers, on the other hand, are a party or are otherwise bound or subject, and by which any of the Transferred Assets are bound or subject.

**Section 3.09 Compliance with Laws.** The Sellers are in compliance in all respects with the requirements of Applicable Laws (other than Healthcare Laws, as to which the Sellers' sole representations and warranties are set forth in Section 3.10, and Environmental Laws, as to

which the Sellers' sole representations and warranties are set forth in Section 3.14), except (a) for matters of non-compliance that would not reasonably be expected to have a Sellers Material Adverse Effect, (b) instances in which such requirement of Applicable Law is being contested in good faith by appropriate proceedings diligently conducted, or (c) where compliance with such Applicable Law is excused or stayed by the Bankruptcy Code or by order of the Bankruptcy Court.

**Section 3.10 Healthcare Laws.**

(a) The Sellers are currently in material compliance with all applicable Healthcare Laws. No Seller has received notice from any Governmental Authority of any pending or threatened Proceeding, or any circumstances or facts which could give rise thereto, involving the Sellers, their assets or any physician employed or engaged by the Sellers with respect to any applicable Healthcare Law.

(b) Each Seller is in possession of all Permits, notices or other authorizations necessary or required under any Healthcare Law for such Seller to own, lease and operate its properties and to carry on the Acquired Business and activities as currently conducted, except as would not, individually or in the aggregate, reasonably be expected to result in a Sellers Material Adverse Effect. To Sellers' Knowledge, each Permit that is held by a Seller is valid and in full force and effect, and no revocation, withdrawal, rescission, suspension, modification, termination or cancellation of any such Permit is pending or threatened.

**Section 3.11 Legal Proceedings.** Except (a) as set forth on Schedule 3.11, (b) for the Bankruptcy Cases and (c) for any matters that otherwise will not be resolved by the Sale Order without any Liability or restriction applicable to (or adverse effect on) Buyers or the Transferred Assets, there is no Proceeding of any nature pending or, to any Seller's Knowledge, threatened against or by such Seller (i) relating to or affecting the Transferred Assets or the Specifically Assumed Liabilities, (ii) if determined or resolved adversely in accordance with the plaintiff's demands, would reasonably be expected to have, individually or in the aggregate, a Sellers Material Adverse Effect, (iii) in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions, or (iv) affects the execution and delivery by the Sellers of this Agreement and the other Transaction Documents to which the Sellers are or will be a party.

**Section 3.12 Absence of Restrictions and Conflicts.** The execution, delivery and performance by the Sellers of this Agreement and the other Transaction Documents to which the Sellers are or will be a party and the consummation by the Sellers of the Transactions do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the Sellers' Organizational Documents, (b) assuming compliance with the matters referred to in Section 3.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, or (c) assuming compliance with the matters referred to in Section 3.03, require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Sellers are entitled under any provision of any Contract binding upon the Sellers or by which the Transferred Assets may be bound or any Permit affecting, or relating

in any way to, the Sellers, the Transferred Assets or the Acquired Business, with only such exceptions, in the case of each of clauses (b) or (c), as has not had and would not reasonably be expected to result in, a Seller Material Adverse Effect.

**Section 3.13 Intellectual Property.**

(a) The Sellers own, or have the licenses or rights to use, all Intellectual Property Rights that are necessary to operate the Acquired Business as currently conducted, including with respect to the Trade Name, except where the failure to so own, or to have any such license or right, would not reasonably be expected to result in a Seller Material Adverse Effect.

(b) The IP Seller has not received from any Third Party a claim in writing that the IP Seller is infringing in any material respect the Intellectual Property Rights of such Third Party, except for the Retained Seller Mark.

**Section 3.14 Environmental.**

(a) To the Sellers' Knowledge, the Acquired Business has been conducted in compliance with all applicable Environmental Laws, except for such noncompliance as would not, individually or in the aggregate, reasonably be expected to result in a Sellers Material Adverse Effect.

(b) No Seller has received any written notice or demand letter from any Governmental Authority or Third Party, indicating that such Seller is in violation of, or liable under, any Environmental Law, which violation or liability has not heretofore been resolved with such Governmental Authority or Third Party and which violation or liability would reasonably be expected to result, individually or in the aggregate, in a Sellers Material Adverse Effect.

(c) (i) No Seller has owned, leased or operated a site that pursuant to CERCLA or any similar state or foreign Law, has been placed or is proposed to be placed by any Governmental Authority on the "National Priorities List" or similar state or foreign list, as in effect as of the Closing Date, and (ii) except as would not reasonably be expected to result in a Sellers Material Adverse Effect, no Seller has been identified by any Governmental Authority as a potentially responsible party under CERCLA or any analogous state Law with respect to any site, and no Hazardous Materials generated, transported or disposed of by or on behalf of any Seller have been found at any site where a Person has made written demand on any Seller to conduct or pay for a remedial investigation, removal or other response action pursuant to any applicable Environmental Law.

**Section 3.15 Real Property.**

(a) Schedule 3.15(a) sets forth a correct and complete legal description of the Owned Real Property together with the owner thereof. Upon entry of the Sale Order by the Bankruptcy Court, the applicable Debtor, as listed on Schedule 3.15(a), will have

good and indefeasible fee simple title to the Owned Real Property shown on Schedule 3.15(a) and included in the Transferred Assets, subject only to Permitted Liens.

(b) Schedule 3.15(b) sets forth a correct and complete legal description of the Leased Real Property. Upon entry of the Sale Order by the Bankruptcy Court, the applicable Debtor, as listed on Schedule 3.15(b), will have a valid leasehold interest in the Leased Real Property shown on Schedule 3.15(b) and included in the Transferred Assets, and the leases granting such interests will be in full force and effect.

(c) No portion of the Seller Real Property, or any building or improvement located thereon, violates any Applicable Law, including those Applicable Laws relating to zoning, building, land use, environmental, health and safety, fire, air, sanitation and noise control, except as set forth on Schedule 3.15(c) and for such violations as would not reasonably be expected to result in a Sellers Material Adverse Effect. Except as set forth on Schedule 3.15(c) and for the Permitted Liens and Liens that will be released at or prior to the Closing, no Seller Real Property is subject to (i) any decree or order of any Governmental Authority (or, to the Sellers' Knowledge, threatened or proposed order) or (ii) any rights of way, building use restrictions, exceptions, variances, reservations or limitations or any nature whatsoever.

(d) The Owned Real Property Sellers now have good and indefeasible fee simple title to the Owned Real Property, and no other party has any rights in, or to acquire, the Owned Real Property. To the Sellers' Knowledge, there are no private land use restrictions (excluding any applicable zoning ordinances) affecting the Owned Real Property which prohibit the Owned Real Property from being used as an emergency room or emergency center.

(e) To the Sellers' Knowledge, there have been no assessments for public improvements which have been made against or which affect the Owned Real Property and which have not heretofore been completed, assessed and paid, and there have been no public improvements which have been planned or ordered to be made against or which affect the Owned Real Property. Except as set forth on Schedule 3.15(e), the Owned Real Property Sellers have not received any written notice of a proposed increase in the assessed value of the Owned Real Property or any Taxes or assessments affecting the Owned Real Property. To the Sellers' Knowledge, the Owned Real Property Sellers have not been receiving any special Tax treatment for the Owned Real Property or any special use or reduced valuation for the Owned Real Property or any special use or reduced valuation for the Owned Real Property.

(f) Except as set forth on Schedule 3.15(f), there are no suits, actions or proceedings (including any proposed zoning changes or condemnation proceedings) pending or, to the Sellers' Knowledge, threatened that affect the Owned Real Property.

(g) Except as set forth on Schedule 3.15(g), the Owned Real Property Sellers have received no written notices of any claims, demands, litigation, proceedings or governmental investigations, pending or threatened, against or related to the Owned Real Property or which could affect the Owned Real Property Sellers' interest in the Owned Real

Property or the Owned Real Property Sellers' ability to perform its obligations under the Contract concerning the Owned Real Property.

(h) To the Sellers' Knowledge, there are not now, nor have there ever been, any underground or leaking tanks, including associated piping, on, under or at the Owned Real Property. Except as set forth on Schedule 3.15(h), neither the Owned Real Property Sellers, the Operating Sellers, nor any agent, employee or representative thereof, have caused or permitted materials to be disposed of on, under or at the Owned Real Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under any Environmental Law. Except as set forth on Schedule 3.15(h), the Owned Real Property Sellers have not received written notice of any violation of any Environmental Law on the Owned Real Property which may directly or indirectly affect the Owned Real Property. To the Sellers' Knowledge, no Hazardous Materials have been released or discharged onto the Owned Real Property by the Owned Real Property Sellers or the Operating Sellers or at the Owned Real Property Sellers' and the Operating Sellers' direction, or to the Sellers' Knowledge, by any other Person.

(i) On the date of the Closing, the Owned Real Property shall be free of any lease or other right of possession or claim of right of possession by any person or entity other than Realty Buyer.

**Section 3.16 Employment and Labor.**

(a) On or prior to the Execution Date, the Sellers provided OpCo Buyer with a complete and accurate list of all Employees of each Acquired Business as of the Execution Date (the "*Sellers' Transferred Employee List*"), which list shall be updated prior to the Closing in accordance with Section 6.02.

(b) The Sellers are not a party to, bound by, any collective bargaining or other agreement with a labor organization representing any of the Employees. Since the date of their respective formation, there has not been, nor, to the Sellers' Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting any Seller or any of the Employees.

**Section 3.17 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 3 (as modified by the Schedules hereto), none of the Sellers or any other Person makes any express or implied representation or warranty with respect to the Sellers, the Acquired Business, the Transferred Assets, the Specifically Assumed Liabilities or the Transactions, and each Seller disclaims any other representations and warranties, whether made by any Seller, any Affiliate of the Sellers or any of their respective Representatives. Except for the representations and warranties contained in this Article 3 (as modified by the Schedules hereto), the Sellers expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Transferred Assets or the Specifically Assumed Liabilities (including any implied or express warranty of merchantability or fitness for a particular purpose).

**Section 3.18 Financial Statements and Information.** Sellers have delivered to Buyer: (a) the consolidated audited balance sheet of Neighbors Global Holdings, LLC as of December 31, 2016, and the related statement of income for the year then ended, (b) with respect to each of the Operating Sellers, its unaudited balance sheet as of December 31, 2017 and its related unaudited income statement for the year then ended, and (c) with respect to each of the Operating Sellers, its unaudited balance sheet and related unaudited income statement as of and for the calendar year most recently ended and its related unaudited balance sheet and unaudited income statement for the interim period ending on the last day of the month prior to the month in which the Closing occurs (collectively, the “*Financial Statements*”). The Financial Statements are true, correct and complete in all material respects and fairly present in all material respects the financial condition, results of operations and cash flows of Sellers as of the respective dates thereof and for the periods referred to therein. The Financial Statements reflect the consistent application of accounting principles throughout the periods involved. The Financial Statements have been prepared from and are in accordance with the accounting records of Sellers.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYERS**

Buyers represent and warrant to the Sellers, as of the Execution Date and as of the Closing Date, that:

**Section 4.01 Corporate Existence and Power.** OpCo Buyer is a Texas limited liability company existing and in good standing under the laws of Texas and has full power and authority to carry on its business as now conducted. Realty Buyer is a Texas limited liability company existing and in good standing under the laws of Texas and has full power and authority to carry on its business as now conducted.

**Section 4.02 Authorization.** The execution, delivery and performance by each of the Buyers of this Agreement and the other Transaction Documents to which it is or will be a party and the consummation of the Transactions are within the powers of Buyers and have been duly authorized by all necessary action on the part of Buyers. Each of this Agreement and the other Transaction Documents to which any of the Buyers are party have been duly executed and delivered on behalf of Buyers, and (assuming in each case due authorization, execution and delivery thereof by the other parties thereto) constitutes a valid and binding agreement of Buyers, enforceable against Buyers in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors’ rights generally and general principles of equity).

**Section 4.03 Governmental Authorization.** The execution, delivery and performance by Buyers of this Agreement and each other Transaction Document to which Buyers are or will be a party and the consummation by Buyers of the Transactions require no action by or in respect of, or filing with or notification to, any Governmental Authority other than the filing of appropriate pleadings and notices with the Bankruptcy Court, the entry of the Bidding Procedures Order and the Sale Order by the Bankruptcy Court, and the approval of this Agreement by the Bankruptcy Court or as specifically provided in this Agreement.

**Section 4.04 Healthcare Laws.** OpCo Buyer has the power and authority to consummate the Transactions, to assume and maintain all Permits included in the Transferred Assets and to operate the Facilities included in the Selected Asset Package(s), all in accordance with all applicable Healthcare Laws. To OpCo Buyer's knowledge, there is no reason that any such Permit or filing, consent or approval of or by any Governmental Authority that is or will be necessary for the operation of the Facilities included in the Selected Asset Package(s) by OpCo Buyer following the closing will not be provided by or obtained from such Governmental Authority without material conditions.

**Section 4.05 Legal Proceedings.** As of the Execution Date, there is no Proceeding (or any basis therefor) pending against, or, to the knowledge of Buyers, threatened against or affecting Buyers, any present or former officer, director or employee of Buyers or any other Person for whom Buyers may be liable or any of its respective properties, that, (a) if determined or resolved adversely in accordance with the plaintiff's demands, would reasonably be expected to have, individually or in the aggregate, a Buyers Material Adverse Effect, (b) in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions, or (c) affects the execution and delivery by Buyers of this Agreement and the other Transaction Documents to which either Buyer is or will be a party.

**Section 4.06 Absence of Restrictions and Conflicts.** The execution, delivery and performance by Buyers of this Agreement and the other Transaction Documents to which any of the Buyers is or will be a party and the consummation by Buyers of the Transactions do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the Buyers' Organizational Documents, (b) assuming compliance with the matters referred to in Section 4.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, or (c) assuming compliance with the matters referred to in Section 4.03, require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Buyers are entitled under any provision of any Contract binding upon Buyers or by which its assets may be bound or any Permit affecting, or relating in any way to, Buyers or the assets or business of Buyers, with only such exceptions, in the case of each of clauses (b) and (c), as has not had and would not reasonably be expected to result in, a Buyers Material Adverse Effect.

**Section 4.07 Financing.** Buyers have, and will have at Closing, sufficient cash and available lines of credit and other sources of available funds to enable it to perform all of its obligations under this Agreement and the other Transaction Documents to which they will be a party, including to pay the Purchase Price in accordance with the terms of this Agreement.

**Section 4.08 Arm's Length.** This Agreement and each of the other Transaction Documents to which Buyers are party were negotiated, proposed and entered into between the Sellers and Buyers without collusion or fraud of any kind, in good faith and from arm's-length bargaining positions.

**Section 4.09 Finders' Fees.** There is no investment banker, broker, finder or other intermediary which has been or will be retained by or authorized to act on behalf of Buyers

which is or will be entitled to any fee, commission or other compensation in connection with the Transactions.

## **ARTICLE 5 PRE-CLOSING COVENANTS OF THE PARTIES**

**Section 5.01 Conduct of the Acquired Business.** From the Execution Date until the Closing or, if earlier, the termination of this Agreement, except (i) as otherwise required or permitted by this Agreement or any of the other Transaction Documents, (ii) as required by any Contract listed on Schedule 3.06 and which has not been rejected prior to Closing, (iii) as required by any Applicable Law or any Governmental Authority or any requirements or limitations resulting from the Bankruptcy Cases or orders from the Bankruptcy Court, or (iv) as otherwise consented to in writing by Buyers (such consent not to be unreasonably withheld, conditioned or delayed), the Sellers agree that they shall:

(a) use commercially reasonable efforts to conduct the Acquired Business in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date;

(b) use commercially reasonable efforts to maintain all of the tangible Transferred Assets in their current condition, reasonable wear and tear excepted;

(c) comply with Applicable Laws, except for matters of non-compliance as would not reasonably be expected to have a Sellers Material Adverse Effect;

(d) maintain their books and records in the usual, regular and ordinary manner;

(e) not merge or consolidate with or into any legal entity, dissolve, liquidate, or otherwise terminate its existence;

(f) not sell, lease, assign, transfer or otherwise dispose of any material assets or properties that would be Transferred Assets if retained by Sellers at the Effective Time, other than (i) Inventory and materials sold, consumed or otherwise disposed of in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date and (ii) assets or properties that relate to or are used in the performance of shared services provided by any of the Sellers to any of the other Sellers or their Affiliates;

(g) not assume, assign, reject, terminate or materially amend any executory contract or unexpired lease that is a Desired 365 Contract;

(h) not fail to keep in full force and effect present insurance policies, binders, contracts, instruments or other comparable insurance benefiting the assets of the Sellers and the conduct of the Acquired Business;

(i) not enter into any agreement or execute an instrument that materially adversely affects title to the Owned Real Property without the prior review and approval of the Realty Buyer;

(j) not enter into, create, incur or assume any obligation, take any other action, or enter into any agreement with respect to any Transferred Assets or Specifically Assumed Liabilities, in any case which are other than in a manner consistent with the recent operation of the Acquired Business prior to the Petition Date; and

(k) not commit or agree, whether in writing or otherwise, to take any action prohibited by this Section 5.01.

**Section 5.02 Bankruptcy Filings and Bidding Procedures.**

(a) At the Auction, Buyers were selected as the Backup Bidder only for (i) the Houston Asset Package and (ii) the combined Houston Asset Package and Non-Houston Asset Package. Accordingly, subject to all terms and conditions of this Agreement, upon the occurrence of a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event, the Sellers shall promptly notify Buyers of any such Triggering Event(s) and may thereafter seek to consummate a sale to Buyers pursuant to this Agreement without further approval by the Bankruptcy Court, but subject to and in compliance with the Sale Order.

(b) The Sellers shall use best efforts to cause the hearing to approve the Sale Order to take place no later than September 7, 2018.

(c) The Sellers shall use reasonable efforts to (i) obtain entry of the Sale Order, and (ii) cause the Sale Order to become a Final Order prior to the End Date.

(d) If entry of the Bidding Procedures Order, the Sale Order or any other orders of the Bankruptcy Court relating to the Transactions shall be appealed or otherwise challenged by any party (including by petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument), the Sellers agree to diligently oppose such appeal, challenge, petition or motion and to use all commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.

**Section 5.03 Assumption and Rejection of Executory Contracts and Leases.**

(a) Attached hereto as Schedule 5.03 is the list of the 365 Contracts (including all of the Real Property Leases) that, as of the Execution Date, Buyers desire to be assumed by the Sellers and assigned to Buyers (collectively, the “*Desired 365 Contracts*”), subject to the terms and conditions of this Agreement. Subject to the foregoing, promptly upon receipt of notice of the occurrence of the Houston Acquisition Triggering Event or the Houston and Non-Houston Acquisition Triggering Event, Buyers shall take all necessary action to effect the assumption by Sellers of any Desired 365 Contract and assignment to Buyers, or a designated Affiliate of Buyers, in accordance with the Bankruptcy Code at the Closing, such assumption to be effective as of the Effective Time.

(b) At the Closing, Buyers shall pay amounts due as to certain Specifically Assumed Liabilities pursuant to the terms of, and subject to the limitations,

including the dollar limitations, set forth in, Section 2.03(a)(ii), as applicable. At the Closing, except for any amounts paid by Buyers pursuant to Section 2.03(a)(ii), Sellers shall pay all Cure Costs with respect to the Desired 365 Contracts. Buyers will provide evidence of adequate assurance (but not any guaranty of any obligations) of future performance of all of the Desired 365 Contracts so that all Desired 365 Contracts can be assumed by Buyers at the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement; *provided*, however, that if Buyers are unable to provide evidence of adequate assurance of future performance as to any Desired 365 Contract, then Schedule 5.03 shall be deemed to be amended to remove any such Desired 365 Contract; *provided, further*, that failure to provide evidence of such adequate assurance shall not be deemed to give rise to a failure of any condition of Buyers to consummation the Closing under Article 8. In that regard, Buyers acknowledge and agree that Buyers may have to provide information regarding Buyers, as well as a financial commitment of performance by Buyers with respect to the Desired 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Desired 365 Contracts.

(c) The Sellers agree to provide to Buyers a copy of any motion, notice, application or other court document filed with, and any proposed orders submitted to, the Bankruptcy Court seeking authorization to assume or reject any Desired 365 Contract, enter into, amend or waive any provision of any Contract, other than as permitted under Section 5.01, in advance of filing (with a reasonable opportunity to review and comment on same) all of which must be, prior to filing, in form and substance reasonably satisfactory to Buyers in all material respects.

(d) Notwithstanding anything to the contrary contained in this Agreement, if the sale, conveyance, assignment or transfer, or attempted sale, conveyance, assignment or transfer, to Buyers of any License, Permit, certificate, approval, authorization, agreement, contract, lease, or other commitment included in the Transferred Assets (“*Non-Transferable Assets*”) is determined by the Bankruptcy Court to be nonassignable without consent (other than of an Affiliate of Sellers, in which case such Seller covenants and agrees to cause such Affiliate to render such consent), the Closing shall proceed, but the Closing shall not constitute the sale, conveyance, assignment, transfer or delivery or assumption of any such Non-Transferable Asset, and this Agreement shall not constitute a sale, conveyance, assignment, transfer or delivery or assumption of any such Non-Transferable Asset, unless and until such consent is obtained; *provided, however*, the Sellers shall use commercially reasonable efforts to obtain any such consents related to the Non-Transferable Assets, and Buyers and Sellers shall reasonably cooperate with each other in any arrangement commercially reasonable to provide that Buyers shall receive the interest of the Sellers in the benefits under any such Non-Transferable Asset until such time as such consents shall have been obtained, and each of the Buyers and Sellers shall reasonably cooperate with the other party in any such commercially reasonable arrangement, including performance by the Sellers as agent if commercially reasonable to Buyers.

(e) By no later than fourteen (14) days following Buyer’s receipt of a notice of Houston Acquisition Triggering Event or a Houston and Non-Houston

Acquisition Triggering Event, Buyers shall provide Sellers with Buyers' proposed terms (including rent and term) for their lease of the Desired Headquarters Space in sufficient detail so as to enable Sellers to initiate discussions, on Buyers' behalf, with the Landlord regarding such proposed lease agreement. By no later than ten (10) Business Days prior to the Closing Date, Buyers shall provide Sellers with written notice as to whether they have finalized a definitive lease agreement with the Landlord with respect to the Desired Headquarters Space or, if no such lease agreement has been finalized, whether Buyers will require access to and use of the Desired Headquarters Space in accordance with the proviso set forth in Section 2.08(c)(viii) and the length of time for which such access and use shall be required (which shall not exceed six (6) weeks following the Closing Date).

**Section 5.04 Access to Information.**

(a) From the date of the Auction until the Closing and subject to Applicable Law (including Patient Privacy Requirements), the Sellers shall (a) give to Buyers and their Representatives reasonable access during normal business hours to the offices, properties, books and records of the Sellers (including Tax Returns and financial and business records with respect to the Transferred Assets), (b) provide to Buyers and their Representatives, on a confidential basis, copies of all information, documentation and reports (including Tax Returns and financial and other business records) of Sellers that are (i) reasonably requested by Buyers from time to time, or (ii) provided to the Consortium Buyers during such time period, (c) instruct their Representatives to cooperate with Buyers in its investigations; *provided, however*, that in no event shall any Person be obligated to provide any information the disclosure of which would cause the loss of any legal privilege available to any Person relating to such information or would cause any Person to breach a confidentiality obligation to which it is bound. Any investigation pursuant to this Section 5.04 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Acquired Business of the Sellers or their Representatives.

(b) From the date Buyer receives notice of either a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event, as applicable, until the Closing, Sellers shall, and shall cause their Representatives to, reasonably cooperate with Buyers in Buyers' efforts to negotiate in good faith with Buyer and its Affiliates to enter into a new Master Agreement which will apply to the applicable Desired 365 Contract (rather than Sellers' Master Agreement).

**Section 5.05 Commercially Reasonable Efforts; Further Assurances.**

(a) Subject to the terms and conditions of this Agreement and subject to the Bankruptcy Code and any orders of the Bankruptcy Court, Buyers and the Sellers each shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the Transactions, including (i) finalizing, executing and delivering all Transaction Documents prior to the Closing, (ii) preparing and filing as promptly as practicable with any Governmental Authority or other Third Party all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents, and (iii) obtaining and maintaining all approvals,

consents, registrations, permits, authorizations and other confirmations required to be obtained from any Governmental Authority or other Third Party that are necessary, proper or advisable to consummate the Transactions; *provided, however*, that the reasonable efforts of any Party hereto shall not include (A) except as expressly set forth in this Agreement, entering into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the Transactions or (B) divesting or otherwise holding separate (including by establishing a trust or otherwise) any assets of the Sellers or Buyers. Prior to the Closing Date, the Sellers shall provide Buyers with an updated list of all Employees, by location, who have suffered an “employment loss” (as defined in the WARN Act) during the three (3) month period prior to the Closing Date. The Sellers and Buyers shall execute and deliver or cause to be executed and delivered such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the Transactions in accordance with the terms and conditions of this Agreement.

(b) To the extent required under Applicable Law or any Healthcare Laws, Buyers shall file with applicable Governmental Authorities documentation notifying such Governmental Authorities of a change of ownership (“**CHOW**”) of the Facilities included in the Selected Asset Package(s) effective as of the Closing Date. The Sellers shall assist and cooperate with Buyers to take all actions necessary to transfer the Permits (to the extent transferable) for the Facilities included in the Selected Asset Package(s), including the filing of CHOW documents as the seller, and any other governmental approvals necessary for Buyers to operate the Facilities included in the Selected Asset Package(s) in the same manner as the Sellers. Buyers shall take all actions necessary to obtain all licenses, registration, approvals and Permits in order for OpCo Buyer to operate the Facilities.

**Section 5.06 Notices of Certain Events.** Each of the Sellers, on the one hand and Buyers, on the other hand, shall promptly notify the other of:

(a) any written notice or other communication received by it from any Person alleging that the consent of such Person is or may be required in connection with the Transactions;

(b) any written notice or other communication received by it from any Governmental Authority in connection with the Transactions;

(c) any Proceedings commenced or, in the case of the Sellers, to Sellers’ Knowledge, or in the case of Buyers, to their knowledge, threatened against, relating to or involving or otherwise affecting the Sellers or Buyers, respectively, as the case may be, that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to any section of this Agreement or that relate to the consummation of the Transactions;

(d) in the case of the Sellers, the damage or destruction by fire or other casualty of any material assets used in the Acquired Business or any material asset used in

the Acquired Business becomes the subject of any Proceeding or, to Sellers' Knowledge, threatened Proceeding for the taking thereof or any part thereof or of any right relating thereto by condemnation, eminent domain or other similar governmental action;

(e) any inaccuracy of any representation or warranty contained in this Agreement at any time during the term hereof that could reasonably be expected to cause the conditions set forth in Section 8.02(b) and Section 8.03(b) not to be satisfied, in the case of Buyers, to its knowledge, or in the case of the Sellers, to Sellers' Knowledge;

(f) any failure of that Party to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it hereunder; *provided, however*, that the delivery of any notice pursuant to this Section 5.06 shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice;

(g) any amendment or other modification to any Highest and/or Best Bid Purchase Agreement (and a copy thereof);

(h) any extension of the Closing Date or End Date (each as such terms are defined in the Highest and/or Best Bid Purchase Agreement) of any Highest and/or Best Bid Purchase Agreement; and

(i) termination of any one or more of the Highest and/or Best Bid Purchase Agreement(s).

## **ARTICLE 6 POST-CLOSING COVENANTS OF BUYERS**

**Section 6.01 Access.** Buyers, following the Closing, and subject to Applicable Law (including Patient Privacy Requirements), shall give to the Sellers and their Representatives reasonable access during normal business hours to the offices, books and records relating to Sellers, the Acquired Business and operations, the Transferred Assets and the Specifically Assumed Liabilities for any and all periods prior to or including the Closing Date as the Sellers and their Representatives may reasonably request and to make copies of the same in connection with (a) the preparation of Tax returns or information returns, (b) reports or other obligations by the Sellers to Governmental Authorities, (c) with respect to the administration of the Bankruptcy Cases or the winding-down of the Debtors' bankruptcy estates, (d) pursuing, prosecuting, or commencing litigation on Avoidance Actions, (e) objecting to proofs of claims or administrative expense claims, and (f) any final determination of any audit or examination, Proceeding, or determination; *provided, however*, that the obligation of Buyers to so accommodate the Sellers and their Representatives shall be subject to (A) reasonable notice from the Sellers of any request for information, (B) the Sellers' agreement to reimburse Buyers for their out-of-pocket expenses of such accommodation, (C) non-interference with the ordinary conduct of business of Buyers, and (D) the right of Buyers to refuse any request for information that would result in a loss of privilege or constitute a breach of any confidentiality obligation of Buyers. Buyers shall preserve all such books and records for a period of seven (7) years after the Closing or such longer period as may be required by Patient Privacy Requirements; *provided, however*, that

Buyers shall have the right at any time after the second anniversary of the Closing Date to request in writing that the Sellers (so long as the Sellers are in existence) take any such records and, if they do not agree to take such records within ninety (90) Business Days after receipt of the request, Buyers may dispose of such records, subject to Patient Privacy Requirements. Buyers shall, and shall cause their Representatives to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided pursuant to this Section 6.01. For the avoidance of doubt, this provision is intended to, and does hereby, inure to the benefit of the successors and/or assigns of the Sellers and their Representatives, including but not limited to any post-confirmation trust established in connection with the Sellers' Bankruptcy Cases.

## **Section 6.02 Employee Matters.**

(a) Not later than fifteen (15) days prior to the anticipated Closing Date, the Sellers shall provide OpCo Buyer with an updated Sellers' Transferred Employee List that identifies all Employees of the Acquired Business as of the date of such updated list. On or after the Closing Date and subject to satisfaction of OpCo Buyer's employment screening procedures and requirements, OpCo Buyer shall offer employment to each Employee engaged in the Acquired Business and identified on the updated Sellers' Transferred Employee List, upon such terms and conditions as OpCo Buyer may determine in its sole discretion (the "***Transferred Employees***"), subject to this Section 6.02. The Corporate and Shared Services Sellers shall cooperate with OpCo Buyer in permitting OpCo Buyer to interview, on a voluntary basis, the Employees so as to determine whether such Employees satisfy OpCo Buyer's hiring requirements and to communicate any information concerning employment offers and potential employment with OpCo Buyer prior to the Closing Date so that any Employees who are hired by OpCo Buyer may commence employment on the Closing Date. Not less than ten (10) days before the Closing Date, OpCo Buyer shall provide the Sellers with a list of the Transferred Employees to be hired by OpCo Buyer at Closing (the "***OpCo Buyer's Transferred Employee List***"), which schedule shall identify all Transferred Employees other than those that did not satisfy OpCo Buyer's screening procedures and hiring requirements. Effective as of the Closing Date, the Sellers shall terminate the employment of any Employees identified on the OpCo Buyer's Transferred Employee List.

(b) Except with respect to the Specifically Assumed Liabilities, Buyers shall not assume, and the Corporate and Shared Services Sellers shall retain, any liability or obligation whatsoever of the Corporate and Shared Services Sellers relating to any of the ERISA Plans. Buyer shall be responsible for group health continuation coverage under COBRA with respect to all Employees and their dependents and any other individual who is an "M & A qualified beneficiary" within the meaning of Treasury Regulation Section 54.4980B-9, Q&A-4 in connection with the Transactions and associated with the Transferred Assets notwithstanding that the Corporate and Shared Services Sellers or any of their ERISA Affiliates may continue a group health plan after Closing. The Corporate and Shared Services Sellers shall cause any ERISA Plan that is maintained solely for the benefit of Employees and their dependents and which does not cover any other employees of Sellers, their Affiliates or their ERISA Affiliates to be terminated at Closing.

(c) Each offer of employment by Buyer to an Employee pursuant to this Section 6.02 shall initially provide each Transferred Employee with (i) total target annual cash compensation which is not substantially less favorable, on an aggregate basis, to either (A) the base salary (or hourly wages, if applicable) provided by the applicable Seller to such Employee immediately prior to the Effective Time, or (B) a market-rate base salary (or hourly wages, if applicable), as determined by Buyer in its sole and absolute discretion; and (ii) other employee benefits (excluding equity incentive compensation) which are not substantially less favorable, in the aggregate, to the employee benefits (excluding equity incentive compensation) provided to similarly-situated employees of Buyer, subject to the terms, conditions and eligibility requirements of any plan providing for such benefits. For purposes of eligibility and vesting under each benefit plan of Buyer in which such Transferred Employees are eligible to participate following the Closing Date, Transferred Employees will be given credit for all service with the Sellers, and any Subsidiaries or predecessor employers for which the Sellers credited service, *provided* such credit is permitted under the terms of the applicable plans and does not result in duplication of benefits or the accrual of benefits under a defined benefit pension plan. Buyer will give each Transferred Employee credit for such Transferred Employee's balance of paid time off with the Corporate and Shared Services Sellers as of the Closing Date.

(d) The Sellers will remain responsible for all Liabilities with respect to wages, salaries and employer's and employee's Withholding Taxes for the Transferred Employees that are accrued but unpaid after the Petition Date (excluding only such Liabilities with respect to PTO Obligations which are Assumed Liabilities pursuant to Section 2.03(a)) and for all Liabilities with respect to claims by Transferred Employees or their eligible dependents for health, accident, sickness, and disability benefits that are accrued but unpaid after the Petition Date (excluding any Liabilities under COBRA for Employees and their dependents). Except as may be required under COBRA, Buyers shall have no obligation or responsibility for any claims for health, accident, sickness, and disability benefits that are incurred prior to or on the Petition Date by any Employees or their eligible dependents, or in the case of Employees who are not Transferred Employees or their eligible dependents both before and after the Closing Date. Subject to limitations imposed by Applicable Law, with respect to the employee welfare benefit plans maintained by Buyers following the Closing Date in which the Transferred Employees are eligible to participate, Buyers shall use commercially reasonable efforts to (i) waive, or cause to be waived, any limitations on benefits relating to waiting periods, pre-existing condition exclusions or actively at work requirements, except to the extent that such waiting period, exclusions or requirements applied to the Transferred Employee under the corresponding ERISA Plan and (ii) recognize any deductibles and other eligible expenses that were incurred by such Transferred Employees in the plan year in which the Effective Time occurs with respect to satisfying any deductibles or out-of-pocket maximums applicable to such Transferred Employee during the applicable plan year of the comparable OpCo Buyer benefit plan, to the extent such recognition would have been given under comparable ERISA Plans prior to the Effective Time.

(e) Prior to the Closing Date, the Sellers shall be solely responsible for complying with the WARN Act and any and all obligations under other Applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar

actions (and for any failures to so comply), in any case, applicable to Employees as a result of any action by the Sellers or any of their Affiliates prior to the Closing Date. OpCo Buyer shall be solely responsible for WARN Act Liabilities applicable to the Employees that are incurred on or after the Closing Date, including with respect to any Employee terminated prior to the Closing Date that, when aggregated with any Employee is not hired or who is terminated on or after Closing or for which any WARN Act Liability is incurred, results in WARN Act Liability with respect to such Employee terminated prior to Closing.

(f) Nothing in this Agreement is intended to confer on any entity or individual who is not a party to this Agreement any rights whatsoever. This Section 6.02 shall not constitute an amendment to any employee benefit plan maintained by Opco Buyer or a Seller, create any third party beneficiary rights, or inure to the benefit of or be enforceable by, any employee or any Person representing the interests of employees.

**Section 6.03 Trade Name License Agreement and Transition Services Agreement.**

Commencing promptly following the occurrence of a Houston Acquisition Triggering Event, OpCo Buyer shall negotiate in good faith with (a) the applicable Consortium Buyer on the terms of each Trade Name License Agreement and each Transition Services Agreement (Consortium Buyer) and (b) the Sellers on the terms of the Transition Services Agreement (Debtor's Estate) and shall use commercially reasonable efforts to finalize the definitive forms of such agreements promptly. If a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event occurs, Buyers agree to perform pursuant to the Transition Services Agreement (Consortium Buyer) billing and collection services for all operating facilities sold to the Consortium Buyers (other than Altus) for a period not to exceed four (4) months following the Closing Date. The fee payable by the Consortium Buyers for billing and collection services will be 13.5% of collected amounts.

**ARTICLE 7  
POST-CLOSING COVENANTS OF THE PARTIES**

**Section 7.01 Certain Filings.** The Sellers and Buyers shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the Transactions and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers. At Buyer's request, Sellers and Buyers shall cooperate and use reasonable efforts to attempt to provide for their Affiliates, including Neighbors Physician Group LLC, to enter into a definitive physician services transition agreement on mutually agreeable terms to provide continuity of physician services at the Facilities included in the Selected Asset Package for up to 90 days post Closing.

**Section 7.02 Public Announcements.** The Sellers and Buyers agree that the consent (as to both form and content) of each other Party shall be obtained prior to issuing any press release or making any public statement with respect to this Agreement or the other Transaction Documents or the Transactions. Notwithstanding the foregoing, the Sellers may file this Agreement and the other Transaction Documents with the Bankruptcy Court upon execution of

this Agreement if they determine that such filing is appropriate and/or may inform the Bankruptcy Court of the existence and terms of this Agreement.

**Section 7.03 Confidentiality.** Buyers acknowledge and agree that the Confidentiality Agreement remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to Buyers pursuant to this Agreement. If this Agreement is, for any reason, terminated prior to Closing, the Confidentiality Agreement and the provisions of this Section 7.03 shall nonetheless continue in full force and effect. This Agreement will be filed with the Bankruptcy Court, and such disclosures to the Bankruptcy Court shall not violate this section. The Parties also agree that such disclosure or any other permitted disclosure in Section 7.03 shall not be deemed to violate any confidentiality obligations owing to any Party, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise. Notwithstanding the foregoing, this Section 7.03 shall not in any way limit, to the extent required by Applicable Law, the disclosure of information by the Sellers in connection with the administration of the Bankruptcy Cases, pursuant to any provision of the Bankruptcy Code or any order of the Bankruptcy Court.

**Section 7.04 Mail and Other Post-Closing Inquiries.** The Sellers authorize Buyers on and after the Closing Date to receive and to open all mail received by Buyers relating to any of the Retained Assets or the Retained Liabilities. The Sellers shall promptly deliver to Buyers any mail or other communication received by the Sellers after the Closing Date pertaining to any of the Transferred Assets or the Specifically Assumed Liabilities. Buyers shall promptly deliver to the Sellers all other mail or communications received by Buyers or their Affiliates that relate to the Retained Assets or Retained Liabilities or to possible violations of Section 362 of the Bankruptcy Code.

**Section 7.05 Post-Closing Collection of Accounts Receivable.** After the Closing Date, Buyers shall have the right and authority to collect for their own account all Accounts Receivable that are included in the Transferred Assets. Sellers shall promptly transfer and deliver to Buyers any cash or other property which such Sellers may receive in respect of such Accounts Receivable that constitute Transferred Assets and any other amounts received by Sellers that constitute Transferred Assets for any period after the Closing Date.

## ARTICLE 8 CONDITIONS TO CLOSING

**Section 8.01 Conditions to Obligations of Buyers and Sellers.** The obligations of Buyers and the Sellers to consummate the Closing are subject to the satisfaction of each of the following conditions:

- (a) No Applicable Law shall prohibit the Transactions or the consummation of the Closing;
- (b) All actions by or in respect of or filings with any Governmental Authority required to permit the consummation of the Closing shall have been taken, made or obtained; and

(c) No Proceeding instituted by any Governmental Authority shall be pending and no injunction, order, decree or judgment of any Governmental Authority of competent jurisdiction shall be in effect, in each case which seeks to or does, as applicable, prohibit, restrain or enjoin the consummation of the Transactions; *provided, however*, that the Party seeking to rely on this Section 8.01(c) as a basis not to consummate the Closing must have used commercially reasonable efforts to cause such Proceeding to have been dismissed or resolved in favor of the Parties or to prevent the entry of such injunction, order, decree or judgment.

**Section 8.02 Conditions to Obligations of Buyers.** The obligation of Buyers to consummate the Closing is subject to the (i) the occurrence of either a Houston Acquisition Triggering Event or a Houston and Non-Houston Acquisition Triggering Event and (ii) the satisfaction (or waiver by Buyers) of each of the following further conditions:

(a) The Sellers shall have performed in all material respects all of their covenants and agreements hereunder required to be performed by them on or prior to the Closing Date;

(b) The representations and warranties of the Sellers set forth in Article 3 of this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of the Closing Date, disregarding any materiality, Sellers Material Adverse Effect or similar qualifiers, other than those representations and warranties that are made as of a specific earlier date which representations need not be true and correct as of the Closing Date but must be true and correct in all material respects as of such specific earlier date; *provided, however*, that the condition to Closing set forth in this Section 8.02(b) shall be deemed to be satisfied unless individually or in the aggregate, the effect of all breaches, inaccuracies and failures of such representations and warranties to be true and correct in all respects would reasonably be expected to result in a Sellers Material Adverse Effect;

(c) Buyers shall have received a certificate signed by an executive officer of Sellers with respect to the items set forth in Sections 8.02(a) and (b);

(d) There shall not have been any event or events causing a Sellers Material Adverse Effect;

(e) The Sellers shall have delivered or be prepared to deliver all of the items required by Section 2.08 and all other items required to be delivered by the Sellers as of the Closing Date pursuant to the terms and conditions of this Agreement;

(f) [intentionally omitted]; and

(g) The Sale Order, in form and substance reasonably acceptable to Buyers, shall have been entered by the Bankruptcy Court prior to the Closing and such order shall be a Final Order and in full force and effect.

**Section 8.03 Conditions to Obligations of the Sellers.** The obligation of the Sellers to consummate the Closing is subject to (i) the occurrence of either a Houston Acquisition

Triggering Event or a Houston and Non-Houston Acquisition Triggering Event and (ii) the satisfaction (or waiver by the Sellers) of the following further conditions:

(a) Buyers shall have performed in all material respects all of their covenants and agreements hereunder required to be performed by them at or prior to the Closing Date;

(b) The representations and warranties of Buyers in Article 4 of this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of the Closing Date, disregarding any materiality, Buyers Material Adverse Effect or similar qualifiers, other than those representations and warranties that are made as of a specific earlier date which representations need not be true and correct as of the Closing Date but must be true and correct in all material respects as of such specific earlier date; provided, however, that the condition to Closing set forth in this Section 8.03(b) shall be deemed to be satisfied unless individually or in the aggregate, the effect of all breaches, inaccuracies and failures of such representations and warranties to be true and correct in all respects would reasonably be expected to result in a Buyers Material Adverse Effect; and

(c) Sellers shall have received a certificate signed by an executive officer of Buyers with respect to the items set forth in Sections 8.03(a) and (b);

(d) Buyers shall have delivered or be prepared to deliver all of the items required by Section 2.08 and all other items required to be delivered by Buyers as of the Closing Date pursuant to the terms and conditions of this Agreement; and

(e) The Sale Order in form and substance reasonably acceptable to Sellers, shall have been entered by the Bankruptcy Court prior to the Closing and such order shall be a Final Order and in full force and effect.

## **ARTICLE 9 TERMINATION**

**Section 9.01 Grounds for Termination.** Subject to the penultimate sentence of this Section 9.01, this Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of the Sellers and Buyers;

(b) by either the Sellers or Buyers if the Closing shall not have been consummated on or before the End Date; *provided, however*, that if the Closing shall not have occurred on or before such date due to a material breach of any representation, warranty, covenants or agreements contained in this Agreement by Buyers, on one hand, or the Sellers, on the other, then the breaching Party may not terminate this Agreement pursuant to this Section 9.01(b).

(c) by either the Sellers or Buyers if there shall be any Applicable Law that makes consummation of the Transactions illegal or otherwise prohibited or if

consummation of the Transactions would violate any nonappealable final order, decree or judgment of any Governmental Authority having competent jurisdiction;

(d) by Buyers if:

(i) the Sellers shall have failed to perform or comply with any of their covenants or agreements or shall have breached any of their representations and warranties, such that the conditions set forth in Section 8.02(a) and Section 8.02(b) shall not be satisfied, and the Sellers shall have not cured such breaches and failures within fifteen (15) days after receipt of written notice from Buyers with the result that such condition remains unsatisfied;

(ii) any condition set forth in Section 8.01 or Section 8.02 shall have become incapable of being satisfied by the End Date;

(iii) the Sellers fail to consummate the Transactions, Buyers have otherwise complied with all of Buyers' obligations under this Agreement, and all of the conditions contained in Section 8.01 and Section 8.03 have been satisfied;

(iv) any event has caused a Sellers Material Adverse Effect;

(v) the Bankruptcy Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code or the Bankruptcy Court enters a Final Order appointing a trustee or an examiner with expanded powers (beyond those set forth under Section 1106(a)(3) of the Bankruptcy Code) in the Bankruptcy Cases prior to the Closing Date;

(vi) if any of the following deadlines shall have been missed; *provided, however*, that the deadline set forth in Section 9.01(d)(vi)(A) shall be subject to the Bankruptcy Court's docket, and accordingly, (I) shall be deemed extended through the date of the hearing set by the Bankruptcy Court for consideration of the applicable pleading if, after using reasonable efforts, the Sellers are unable to obtain a docket setting for such hearing prior to such deadline, (II) shall be deemed extended through the date(s) of any continued hearing set by the Bankruptcy Court for consideration of such pleading if, after using reasonable efforts, the Sellers are unable to conclude such hearing(s) prior to such deadline, and (III) shall be deemed extended as required to comply with any notice periods required under the Bankruptcy Code which, as a result of any extensions described under the foregoing clauses (I) and (II), cannot be complied with prior to such deadline:

(A) the Sale Order does not become a Final Order by the End Date, unless the Sale Order is entered by the End Date but is not stayed by order of the Bankruptcy Court or of some other federal district or appeals court;

(B) the Bankruptcy Court enters an order for the appointment of a trustee or examiner with managerial powers, other than at the request of the Buyers or any of its Affiliates, under Section 1104 of the Bankruptcy Code and such trustee or examiner takes any action to interfere with or impair the transactions contemplated by this Agreement;

(C) the Bankruptcy Cases are converted to cases under Chapter 7 of the Bankruptcy Code, dismissed, or any similar commencement of liquidation proceedings relating to the Sellers occurs, other than as contemplated herein; or

(D) any of the Sellers executes an Alternative Agreement or takes affirmative steps to effect any transaction other than the transactions contemplated under the Highest and/or Best Bid Purchase Agreement(s).

(e) by the Sellers:

(i) if Buyers shall have failed to perform or comply with any of its covenants or agreements or shall have breached any of its representations and warranties, such that the conditions set forth in Section 8.03(a) and Section 8.03(b) shall not be satisfied, and Buyers shall have not cured such breaches and failures within fifteen (15) days after receipt of written notice from the Sellers with the result that such condition remains unsatisfied;

(ii) if any condition set forth in Section 8.01 or Section 8.03 shall have become incapable of being satisfied by the End Date;

(iii) the Sale Order does not become a Final Order by the End Date, unless the Sale Order is entered by the End Date but is not stayed by order of the Bankruptcy Court or of some other federal district or appeals court; or

(iv) if any of the Sellers executes an Alternative Agreement or takes affirmative steps to effect an Alternative Transaction.

Notwithstanding the foregoing, the Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.01 if the Sellers are in breach of any of their representations and warranties or shall have failed to perform or comply with any of their covenants and agreements such that either (A) the conditions to Closing set forth in Section 8.02(a) and Section 8.02(b) shall not be satisfied or (B) such breach or failure to perform or comply by the Sellers is the primary cause of the occurrence of any event giving Sellers a right to terminate this Agreement or the failure of the Closing to have occurred. Buyers shall not be permitted to terminate this Agreement pursuant to this Section 9.01 if Buyers are in breach of any of their respective representations and warranties or shall have failed to perform or comply with any of their respective covenants and agreements such that either (A) the conditions to closing set forth in Section 8.03(a) and Section 8.03(b) shall not be satisfied or (B) such breach or failure to perform or comply by Buyer is the primary cause of the occurrence of any event giving Buyers a right to terminate this Agreement or the failure of the Closing to have occurred.

(f) Further, notwithstanding any other provisions of this Agreement, including the other provisions of this Section 9.01, this Agreement will terminate and expire automatically in its entirety without action of any party upon the earliest to occur of any of the following:

(i) the occurrence of a Houston Sale Event, or

(ii) the termination of all Houston Highest and Best Bid Purchase Agreements unless within five (5) Business Days of the termination of the last to terminate of such agreements, a notice of a Houston Acquisition Triggering Event is received by Buyers in accordance with this Agreement, or

(iii) December 31, 2018, unless on or before such date notice of a Houston Acquisition Triggering Event is received by Buyers in accordance with this Agreement.

(g) Further, notwithstanding any other provisions of this Agreement, including the other provisions of this Section 9.01, this Agreement will terminate and expire automatically with respect to the Non-Houston Asset Package, without action of any party upon the earliest to occur of any of the following:

(i) the occurrence of a Non-Houston Sale Event, or

(ii) the termination of all Houston and Non-Houston Highest and/or Best Bid Purchase Agreements, unless within five (5) Business Days of the termination of the last to terminate of such agreements, a notice of a Non-Houston Acquisition Triggering Event is received by Buyers in accordance with this Agreement, or

(iii) December 31, 2018, unless on or before such date notice of a Houston and Non-Houston Acquisition Triggering Event is received by Buyers in accordance with this Agreement.

## **Section 9.02 Effect of Termination.**

(a) If any Party terminates this Agreement pursuant to Section 9.01 (other than pursuant to Section 9.01(a)), written notice thereof shall be given to the other Parties, specifying the provision of this Agreement pursuant to which termination is made, and all rights and obligations of the applicable Parties under this Agreement shall terminate (other than Section 7.03 and this Section 9.02, the provisions of Article 10 and such portions of Article 1 as are necessary to give effect to the foregoing, all of which shall survive termination of this Agreement) under any provision of Section 9.01.

(b) If this Agreement is terminated for any reason, then the Seller Parent shall promptly disburse the Deposit to the Buyers, free and clear of any claims thereon by the Sellers; *provided, however*, if this Agreement is terminated by the Sellers following the occurrence and timely and valid notice to Buyers of either (i) a Houston Acquisition Triggering Event, or (ii) a Houston and Non-Houston Acquisition Triggering

Event, pursuant to (i) Section 9.01(e)(i) or Section 9.01(e)(ii) (as a result of any condition set forth in Section 8.03(a), Section 8.03(b), Section 8.03(c) or Section 8.03(d) having become incapable of being satisfied by the End Date) or (ii) Section 9.01(b) because of the failure of Buyers to close in the instance where, as of the End Date, (A) all of the conditions set forth in Section 8.01 and Section 8.02 (excluding conditions that, by their terms, cannot be satisfied until the Closing) have been satisfied (or waived, or deemed to have been waived, by Buyers), (B) the Sellers are ready, willing and able to close, and (C) Buyers nevertheless elect not to promptly close, the Sellers would not have any adequate remedy at law and would suffer damages that are not practicable to ascertain, and in the case of either clause (i) or (ii) of this Section 9.02(b), the Sellers shall be entitled to terminate this Agreement, and the Seller Parent shall promptly disburse the Deposit Amount to the Sellers as liquidated damages. The Sellers agree that, to the fullest extent permitted by Applicable Law, the Sellers' right to the payment of such Deposit Amount as provided in this Section 9.02(b) shall be the Sellers' sole and exclusive remedy against Buyers or any of its Affiliates or any of their respective stockholders, partners, members or Representatives for any and all Adverse Consequences that may be suffered based upon, resulting from or arising out of or related to the Transactions or this Agreement, including any and all Adverse Consequences that may be suffered based on, resulting from, or arising out of or related to the circumstances giving rise to the termination of this Agreement, and upon payment of the Deposit Amount to Sellers in accordance with this Section 9.02(b), none of Buyers or any of their Affiliates or any of their respective stockholders, partners, members or Representatives shall have any further liability or obligation relating to or arising out of this Agreement or the Transactions.

(c) [intentionally omitted].

(d) Upon termination of this Agreement, Buyers shall destroy or return to the Sellers all data, assessments and/or reports, maps and other information furnished by or on behalf of the Sellers to Buyers or prepared by or on behalf of Buyers in connection with its due diligence investigation of the Sellers, the Acquired Business, the Transferred Assets and the Specifically Assumed Liabilities, and, if Buyers elect to destroy any such information, an officer of Buyers shall certify the destruction of such information to Seller in writing.

## **ARTICLE 10 MISCELLANEOUS**

**Section 10.01 Notices.** All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Buyers:

Nitya Health Operations LLC  
Nitya Health RE LLC  
8901 Gaylord Dr., Suite 100  
Houston, Texas 77024  
Attention: Swapnil Agarwal

Email: sagarwal@nityacapital.com

with a copy to:

Nathan Sommers Jacobs, P.C.  
2800 Post Oak Blvd. 61<sup>st</sup> Floor  
Houston, Texas 77056  
Attention: Kathryn Smyser  
Email: ksmyser@nathansommers.com

if to the Sellers, to:

Neighbors Legacy Holdings, Inc.  
10800 Richmond Ave.  
Houston, Texas 77042  
Attention: Chief Restructuring Officer  
Facsimile No.: (713) 436-5210  
E-mail; cshandler@neighborshealth.com

with a copy to:

Porter Hedges LLP  
1000 Main, 36th Floor  
Houston, Texas 77002  
Attention: John F. Higgins  
Facsimile No.: (713) 226-6248  
E-mail: jhiggins@porterhedges.com

or such other address, facsimile number or electronic mail address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

**Section 10.02 Survival.** The representations and warranties contained herein and in any certificate or other writing delivered pursuant hereto shall terminate upon and not survive the Closing and there shall be no liability thereafter in respect thereof (it being understood and agreed that no Party shall have the right to bring or assert any action or claim for breach of any representation or warranty herein or in any Transaction Document after the Closing). Each of the covenants and agreements of the Parties hereto contained in this Agreement shall terminate upon the Closing except to the extent that performance under such covenant or agreement is to take place after Closing, in which case such covenant shall survive the Closing until the earlier of (i) performance of such covenant or agreement in accordance with this Agreement or, if time for performance of such covenant is specified in this Agreement, thirty (30) days following the expiration of the time period for such performance and (ii) the expiration of applicable statute of limitations with respect to any claim for any failure to perform such covenant; *provided, however*, that if a written notice of claim with respect to any covenant or agreement to be

performed after Closing is given prior to the expiration of such covenant or agreement then such covenant or agreement shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

**Section 10.03 Amendments and Waivers.**

(a) Any provision of this Agreement may be amended or waived prior to Closing if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

**Section 10.04 Expenses.** Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement or the Transactions shall be paid by the Party incurring such cost or expense.

**Section 10.05 Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; *provided, however*, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of each other Party hereto and provided further that in the event of an assignment by any Buyer of any portion of its rights hereunder to an Affiliate of any Buyer, such consent shall not be unreasonably withheld.

**Section 10.06 Supplementation and Amendment of Schedules.** For the purpose of avoiding any misunderstanding, the Sellers may, at their option, supplement the Schedules hereto in order to reflect any additional matters which, if existing, occurring or known as of the Execution Date, would have been required to be set forth or described in the Schedules (each, a “*Schedule Supplement*”). Any disclosure in any such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of Buyers’ termination rights contained in Section 9.01(d) or of determining whether or not the conditions set forth in Section 8.02 have been satisfied; *provided, however*, if Buyers have the right to, but do not elect to, terminate this Agreement within five (5) days of its receipt of such Schedule Supplement, then Buyers shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter. The inclusion of any item in the Schedules, or any references to dollar amounts, will not be deemed to be an acknowledgement or representation that such item is material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement. Information provided in one Schedule hereto will suffice, without repetition or cross reference, as a disclosure of such information in any other Schedule hereto to which its relevance is reasonably apparent on its face.

**Section 10.07 Governing Law.** THE AGREEMENT AND ALL ACTIONS, CAUSES OF ACTION, OR CLAIMS OF ANY KIND (WHETHER AT LAW, IN EQUITY, IN CONTRACT, IN TORT, OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY ACTION, CAUSE OF ACTION, OR CLAIM OF ANY KIND BASED UPON, ARISING OUT OF, OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN, IN CONNECTION WITH, OR AS AN INDUCEMENT TO THIS AGREEMENT), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

**Section 10.08 Jurisdiction.** Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to the Transaction Documents and the transactions contained in or contemplated by the Transaction Documents, exclusively in (a) the Bankruptcy Court so long as the Bankruptcy Cases remain open and (b) after the close of the Bankruptcy Cases or in the event that the Bankruptcy Court determines that it does not have jurisdiction, the United States District Court for the Southern District of Texas or any Texas State court sitting in Houston (together with the Bankruptcy Court, the “*Chosen Courts*”), and solely in connection with claims arising under this Agreement or any other Transaction Document or the Transactions (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto, and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 10.01.

**Section 10.09 WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 10.10 Counterparts; Effectiveness; Third Party Beneficiaries.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by all of the other Parties hereto. Until and unless each Party has received a counterpart hereof signed by the other Party hereto, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Notwithstanding anything to the contrary in this Agreement, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties hereto and their respective successors and assigns.

**Section 10.11 Entire Agreement.** This Agreement, the other Transaction Documents, the Bidding Procedures Order, and the Sale Order constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof and thereof.

**Section 10.12 Severability.** If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and in lieu of each such invalid, void or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, void or unenforceable provision as may be valid, binding and enforceable.

**Section 10.13 Time of Essence.** Time is of the essence in the performance of this Agreement, except as otherwise expressly provided herein.

**Section 10.14 Certain Acknowledgements and Limitations.**

(a) Any and all duties and obligations which any Party may have to any other Party with respect to or in connection with this Agreement, the other Transaction Documents or the Transactions are limited to those specifically set forth in this Agreement and the other Transaction Documents. Neither the duties nor obligations of any Party, nor the rights of any Party, shall be expanded beyond the terms of this Agreement and the other Transaction Documents on the basis of any legal or equitable principle or on any other basis whatsoever. Neither any equitable or legal principle nor any implied obligation of good faith or fair dealing nor any other matter requires any Party to incur, suffer or perform any act, condition or obligation contrary to the terms of this Agreement and the other Transaction Documents, whether or not existing and whether foreseeable or unforeseeable. Each of the Parties acknowledges that it would be unfair, and that it does not intend, to increase any of the obligations of the other Party on the basis of any implied obligation or otherwise.

(b) **BUYERS ACKNOWLEDGE AND AGREE THAT THEY HAVE CONDUCTED THEIR OWN INDEPENDENT DUE DILIGENCE INVESTIGATION, REVIEW AND ANALYSIS OF THE SELLERS, THE TRANSFERRED ASSETS, THE SPECIFICALLY ASSUMED LIABILITIES AND THE ACQUIRED BUSINESS IN CONNECTION WITH THE TRANSACTIONS AND HAVE BEEN PROVIDED ACCESS TO THE PERSONNEL, PROPERTIES, ASSETS, PREMISES, BOOKS AND RECORDS, AND OTHER DOCUMENTS AND DATA OF THE SELLERS AND THE ACQUIRED BUSINESS FOR SUCH PURPOSE.**

(c) **BUYERS AGREE THAT, (I) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY THE SELLERS THAT ARE EXPRESSLY SET FORTH IN ARTICLE 3 OF THIS AGREEMENT, NEITHER THE SELLERS, NOR ANY OF THEIR RESPECTIVE**

**STOCKHOLDERS, PARTNERS, MEMBERS OR REPRESENTATIVES HAVE MADE AND SHALL NOT BE DEEMED TO HAVE MADE TO BUYERS OR TO ANY OF THEIR REPRESENTATIVES ANY REPRESENTATION OR WARRANTY OF ANY KIND, (II) EACH OF THE SELLERS EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES, AND (III) BUYERS ACKNOWLEDGE AND AGREE THAT NEITHER BUYERS NOR THEIR REPRESENTATIVES HAVE RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES.**

**(d) EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN THIS AGREEMENT, THE TRANSFERRED ASSETS AND ACQUIRED BUSINESS OF SELLERS ARE BEING ACQUIRED BY BUYERS AT THE CLOSING AS A RESULT OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE ACQUIRED BY BUYERS ON AN “AS IS, WHERE IS” BASIS AND IN THEIR THEN PRESENT CONDITION, AND BUYERS SHALL RELY SOLELY UPON ITS OWN EXAMINATION THEREOF. IN ANY EVENT, EXCEPT AS EXPLICITLY SET FORTH HEREIN, NONE OF SELLERS OR ANY OF THEIR RESPECTIVE STOCKHOLDERS, PARTNERS, MEMBERS OR REPRESENTATIVES, AS THE CASE MAY BE, HAS MADE OR IS MAKING ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE OF ANY TRANSFERRED ASSET OR THE ACQUIRED BUSINESS BEING SO ACQUIRED, OR ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY, WITH RESPECT TO ANY OF THE TANGIBLE ASSETS BEING SO ACQUIRED, OR AS TO THE CONDITION OR WORKMANSHIP THEREOF, OR AS TO THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. BUYERS ACKNOWLEDGE AND AGREE THAT NEITHER BUYERS NOR THEIR REPRESENTATIVES HAVE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES THAT ARE DISCLAIMED BY THE SELLERS IN THIS SECTION 10.14.**

**(e) THE SELLERS AGREE THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY BUYERS THAT ARE EXPRESSLY SET FORTH IN ARTICLE 4 OF THIS AGREEMENT, NEITHER BUYERS, NOR ANY OF THEIR STOCKHOLDERS, PARTNERS, MEMBERS OR REPRESENTATIVES HAVE MADE AND SHALL NOT BE DEEMED TO HAVE MADE TO SELLERS OR TO ANY OF THEIR RESPECTIVE STOCKHOLDERS, PARTNERS, MEMBERS OR REPRESENTATIVES ANY REPRESENTATION OR WARRANTY OF ANY KIND.**

**(f) NO PERSON HAS BEEN AUTHORIZED BY THE SELLERS TO MAKE ANY REPRESENTATION OR WARRANTY RELATING TO THE SELLERS OR THEIR BUSINESS OR OPERATIONS OR ASSETS, OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS EXCEPT FOR THOSE CONTAINED HEREIN AND, IF MADE, SUCH REPRESENTATION OR WARRANTY MAY NOT BE RELIED UPON.**

(g) NO PERSON HAS BEEN AUTHORIZED BY BUYERS TO MAKE ANY REPRESENTATION OR WARRANTY RELATING TO BUYERS OR THEIR BUSINESSES OR OPERATIONS, OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS EXCEPT FOR THOSE CONTAINED HEREIN AND, IF MADE, SUCH REPRESENTATION OR WARRANTY MAY NOT BE RELIED UPON.

(h) UNDER NO CIRCUMSTANCES SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, REMOTE, SPECULATIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LIABILITIES ARISING OUT OF ANY ACTUAL, ALLEGED OR INTENTIONAL BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, AND NO CLAIM SHALL BE MADE OR AWARDED AGAINST ANY PARTY TO THIS AGREEMENT THEREFOR.

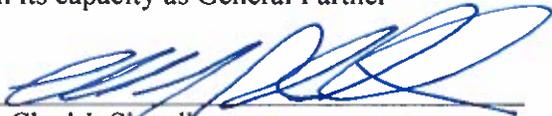
*[Signatures continued on following page]*

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

**SELLERS:**

NEC BAYTOWN EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: 

Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC BELLAIRE EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: 

Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC CROSBY EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: 

Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC KINGWOOD EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By: 

Name: Chad J. Shandler  
Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC PASADENA EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC PEARLAND EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC PORTER EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC BAYTOWN ASSET HOLDINGS, LLC

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC KINGWOOD ASSET HOLDINGS LLC

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC PEARLAND ASSET HOLDINGS, LLC

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEIGHBORS LEGACY HOLDINGS, INC.

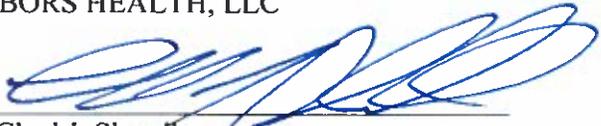
By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEIGHBORS GLOBAL HOLDINGS, LLC

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEIGHBORS HEALTH, LLC

By: 

Name: Chad J. Shandler

Title: Chief Restructuring Officer

EDMG, LLC

By: 

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEIGHBORS PRACTICE MANAGEMENT, LLC

By: 

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEIGHBORS EMERGENCY CENTER, LLC

By: 

Name: Chad J. Shandler

Title: Chief Restructuring Officer

**SELLERS, Continued**

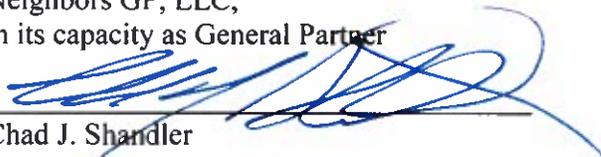
NEC PORT ARTHUR EMERGENCY CENTER,  
LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

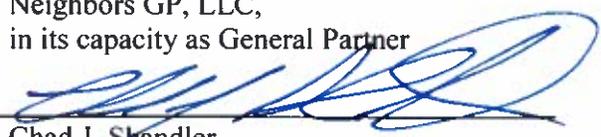
NEC MIDLAND EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

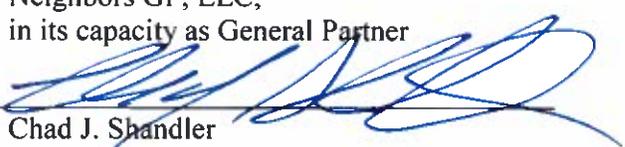
NEC ODESSA EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC AMARILLO EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC EASTSIDE EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

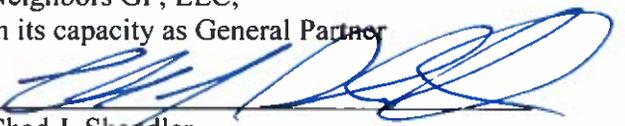
NEC BROWNSVILLE EMERGENCY CENTER,  
LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC HARLINGEN EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

NEC MUELLER EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

By:   
Name: Chad J. Shandler  
Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC TEXARKANA EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC MCALLEN EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC PARIS EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

NEC BEAUMONT EMERGENCY CENTER, LP

By: Neighbors GP, LLC,  
in its capacity as General Partner

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

**SELLERS, Continued:**

NEC BEAUMONT ASSET HOLDINGS, LLC

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

Name: Chad J. Shandler

Title: Chief Restructuring Officer

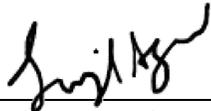


**BUYERS:**

NITYA HEALTH OPERATIONS LLC,  
a Texas limited liability company

By: Nitya AM, LLC,  
a Texas limited liability company  
Its: Sole-Manager

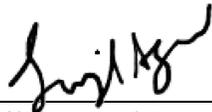
By: Nitya Capital, LLC,  
a Texas limited liability company  
Its: Sole-Manager

By:   
\_\_\_\_\_  
Swapnil Agarwal, President

NITYA HEALTH RE LLC,  
a Texas limited liability company

By: Nitya AM, LLC,  
a Texas limited liability company  
Its: Sole-Manager

By: Nitya Capital, LLC,  
a Texas limited liability company  
Its: Sole-Manager

By:   
\_\_\_\_\_  
Swapnil Agarwal, President

**EXHIBITS**

**to**

**BACK UP BID**

**ASSET PURCHASE AGREEMENT**

**by and among**

**THE “OPERATING SELLERS”  
as Operating Sellers**

**NEC BAYTOWN ASSET HOLDINGS, LLC,  
NEC BEAUMONT ASSET HOLDINGS, LLC  
NEC KINGWOOD ASSET HOLDINGS LLC, and  
NEC PEARLAND ASSET HOLDINGS, LLC  
as Owned Real Property Sellers**

**NEIGHBORS LEGACY HOLDINGS, INC.,  
NEIGHBORS GLOBAL HOLDINGS, LLC,  
NEIGHBORS HEALTH, LLC,  
EDMG, LLC, and  
NEIGHBORS PRACTICE MANAGEMENT, LLC  
as Corporate and Shared Services Sellers**

**NEIGHBORS EMERGENCY CENTER, LLC  
as IP Seller**

**and**

**NITYA HEALTH OPERATIONS LLC  
as OPCO Buyer**

**and**

**NITYA HEALTH RE LLC  
As Realty Buyer**

**dated**

**October 8, 2018**

**Exhibit Index:**

Exhibit A	LP Operating Sellers
Exhibit B	OMITTED
Exhibit C	Bidding Procedures Order
Exhibit D	Sale Order
Exhibit E	Transition Services Agreement (Consortium Buyers) – Services

**Exhibit A – LP Operating Sellers**

<b><u>Operating Seller</u></b>	<b><u>Facility</u></b>	<b><u>Address</u></b>
NEC Amarillo Emergency Center, L.P.	Amarillo	2105 S. Western St. Amarillo, Texas 79109
NEC Baytown Emergency Center, L.P.	Baytown	6051 Garth Road, Baytown, Texas 77521
NEC Beaumont Emergency Center, L.P.	Beaumont	4755 Eastex Freeway Beaumont, Texas 77706
NEC Bellaire Emergency Center, L.P.	Bellaire	5413 S. Rice Ave. Houston, Texas 77081
NEC Brownsville Emergency Center, L.P.	Brownsville	2073 E. Ruben Torres St. Blvd. Brownsville, Texas 78526
NEC Crosby Emergency Center, L.P.	Crosby	14120 TM 2100 Crosby, Texas 77532
NEC Eastside Emergency Center, L.P.	Eastside (Edgemere)	12101 Edgemere Blvd. El Paso, Texas 79938
NEC Harlingen Emergency Center, L.P.	Harlingen	1725 Ed Carey Harlingen, Texas 78550
NEC Kingwood Emergency Center, L.P.	Kingwood	1120 Kingwood Drive Kingwood, Texas 77339
NEC McAllen Emergency Center, L.P.	McAllen	6700 North 10 <sup>th</sup> St. McAllen, Texas 78504
NEC Midland Emergency Center, L.P.	Midland	5409 West Wadley Avenue Midland, Texas 79707
NEC Mueller Emergency Center, L.P.	Mueller	1801 East 51 <sup>st</sup> . Bldg. H Austin, Texas 78723
NEC Odessa Emergency Center, L.P.	Odessa	2713 North Grandview Ave. Odessa, Texas 79762

NEC Paris Emergency Center, L.P.	Paris	3055 NE Loop 286 Paris, Texas 75460
NEC Pasadena Emergency Center, L.P.	Pasadena	7215 Fairmont Parkway Pasadena, Texas 77505
NEC Pearland Emergency Center, L.P.	Pearland	11130 Broadway Street Pearland, Texas 77584
NEC Port Arthur Emergency Center, L.P.	Port Arthur	3300 Hwy. 365 Port Arthur, Texas 77642
NEC Porter Emergency Center, L.P.	Porter	22678 U.S. Hwy. 59 Porter, Texas 77365
NEC Texarkana Emergency Center, L.P.	Texarkana	2001 Mall Drive Texarkana, Texas 75503

**Exhibit B – OMITTED**

**Exhibit C – Bidding Procedures Order**

[See Attached]



ENTERED  
08/08/2018

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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<b>In re:</b>	§	<b>Chapter 11</b>
<b>NEIGHBORS LEGACY HOLDINGS, INC., et al.,</b>	§	<b>Case No. 18-33836 (MI)</b>
<b>Debtors.<sup>1</sup></b>	§	<b>(Jointly Administered)</b>

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**ORDER (A) AUTHORIZING AND SCHEDULING AN AUCTION FOR THE SALE OF  
DEBTORS' ASSETS AND (B) APPROVING AUCTION AND BID PROCEDURES,  
INCLUDING PAYMENT OF BID PROTECTIONS**

[Related to Docket No. 20]

The above-referenced debtors and debtors-in-possession (collectively, the “Debtors”) filed their motion (the “Motion”)<sup>2</sup> for, among other things, (i) entry of an order (a) authorizing and scheduling an auction for the sale of Debtors’ Assets and (b) approving auction bid procedures, including payment of bid protections. The Court has jurisdiction over the Motion and the relief requested in the Motion pursuant to 28 U.S.C. § 1334 and venue is proper in this District pursuant to 11 U.S.C. § 1408. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order on the Motion. The relief requested by the Motion is in the best interests of the Debtors, their estates, creditors, stakeholders, and other parties in interest and the Debtors gave sufficient and proper notice of the Motion and related hearings. Upon consideration of the Motion and after hearing and considering all evidence in

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<sup>1</sup> Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at [www.kccllc.net/neighbors](http://www.kccllc.net/neighbors). The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.

<sup>2</sup> Except as otherwise provided in this Order, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

support of the Motion during proceedings before this Court, the Court finds that good cause exists to grant the requested relief.

1. Pursuant to Bankruptcy Rule 7052, made applicable by Bankruptcy Rule 9014, the Court makes the following **FINDINGS OF FACT AND CONCLUSIONS OF LAW**:

a. The Court has jurisdiction over the Motion and the relief requested in the Motion pursuant to 28 U.S.C. § 1334 and venue is proper in this District pursuant to 11 U.S.C. § 1408. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order on the Motion.

b. Notice of the Motion and any related hearings was sufficient and complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. Notice of the Motion has been given to (a) the Office of the United States Trustee for the Southern District of Texas; (b) the Debtors' 50 largest unsecured creditors on a consolidated basis; (c) Reed Smith LLP, Three Logan Square, 1717 Arch Street, Suite 3100, Philadelphia, PA 19103 (Attn: Matthew E. Tashman), and via email to [mtashman@reedsmith.com](mailto:mtashman@reedsmith.com) and [llim@reedsmith.com](mailto:llim@reedsmith.com), counsel to the Agent; (d) Cole Schotz, P.C., 301 Commerce Street, Suite 1700, Fort Worth, Texas 76102 (Attn: Michael D. Warner), and via email to [mwarner@coleschotz.com](mailto:mwarner@coleschotz.com) (e) the United States Attorney's Office for the Southern District of Texas; (f) the Internal Revenue Service; (g) any party known to have asserted a Lien on the Purchased Assets; (h) all known affected federal, state, and local regulatory, and taxing authorities; (i) any buyer that signed a nondisclosure agreement with respect to the Purchased Assets; (j) any party that has requested notice pursuant to Bankruptcy Rule 2002 as of the time of service. No further notice of the Motion, any related hearings, or this Order is necessary or required.

c. The Bid Procedures were proposed by the Debtors in good faith with the goal of maximizing the value of the Business and the Assets for the benefit of all creditors of their estates.

d. Approval of any reimbursement or breakup fee and entry of this Order is (i) a necessary and appropriate inducement to the Stalking Horse Bidders (1) to make an initial offer which will serve as a “floor” for further bidding, and (2) to enter into the Stalking Horse Agreements and consummate the transactions contemplated thereby, and (ii) a condition precedent to closing the transactions contemplated by the Stalking Horse Agreements.

**IT IS THEREFORE ORDERED THAT**

1. The Motion is granted to the extent set forth in this Order. Any objections to the Motion that have not been resolved or withdrawn are hereby overruled on the merits. The Bid Procedures, attached as **Exhibit A**, are hereby approved and shall be used in connection with the proposed sale of the Assets. The form of Stalking Horse Agreement for the Debtors’ Houston locations, attached to this Order as **Exhibit B**, and the form of Stalking Horse Agreement for the Debtors’ non-Houston locations, attached to this Order as **Exhibit C**, are approved, solely for the purpose of establishing the stalking horse bids for the Assets. All substantive rights are reserved for the Sale Hearing.

2. Objections (if any) to approval of the proposed sale of the Assets shall be in writing, shall set forth the name of the objecting party, the basis for the objection and the specific grounds therefor, and shall be filed with the Court and served upon each of the following so as to be actually received on or before 4:00 p.m. (local time in Houston, Texas) on August 23, 2018: (i) counsel to the Debtors, Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, Texas

77002, Attention: John F. Higgins, Esq. (email: [jhiggins@porterhedges.com](mailto:jhiggins@porterhedges.com)) and Eric M. English, Esq. (email: [eenglish@porterhedges.com](mailto:eenglish@porterhedges.com)), (ii) counsel to the Stalking Horse Bidder for the Houston locations, Attention: Anwar-i-Qadeer, Esq. (email: [qadeer@qadeerlaw.com](mailto:qadeer@qadeerlaw.com)), and (iii) counsel to the Stalking Horse Bidder for the non-Houston locations, Foley Gardere, Foley & Lardner LLP, 2021 McKinney Avenue, Suite 1600, Dallas, Texas 75201, Attention: Marcus Helt, Esq. (email [mhelt@foley.com](mailto:mhelt@foley.com)), and (iv) proposed counsel for the Committee, Cole Schotz, P.C., 301 Commerce Street, Suite 1700, Fort Worth, Texas 76102, Attn: Michael D. Warner (email [mwarner@coleschotz.com](mailto:mwarner@coleschotz.com)).

3. Any objection not filed and served in accordance with the preceding two paragraphs shall be deemed waived and shall be forever barred.

4. The failure of any third party to file and serve an objection to the sale as ordered and directed herein shall be deemed the consent of such party to the granting of the Motion and the sale and transfer of the Assets.

5. No later than 10 (ten) days prior to the Sale Hearing, the Debtors will file with the Court and serve on each non-debtor party to an executory contract or unexpired lease a notice setting forth the amount of cure owed thereunder according to the Debtors' books and records (the "Cure Notice"). The Cure Notice shall state the cure amount that the Debtors believe is necessary to assume such contract or lease pursuant to Bankruptcy Code section 365 (the "Cure Amount"), and notify each non-debtor party that such party's lease or contract may be assumed and assigned to the Stalking Horse Bidder or to the successful bidder to be identified at the conclusion of the Auction.

6. No later than five (5) days prior to the Sale Hearing, any objection to the Cure Amount must be filed with the Court (the "Cure Objection Deadline"). Any objection to the

Cure Amount must state with specificity what cure the non-debtor party to the executory contract or unexpired lease believes is required with appropriate documentation in support thereof. If no objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any executory contract, unexpired lease or other document as of the date of the Cure Notice; the non-debtor party to the executory contract or unexpired lease shall be deemed to have stipulated that the Cure Amount set forth in the Cure Notice is correct; the non-debtor party shall be forever barred, estopped and enjoined from asserting or claiming that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such contract or lease or that there is any objection or defense to the assumption and assignment of such contract or lease, including any argument that there exist conditions to assumption and assignment that must be satisfied under such contract or lease or that any required consent to assignment has not been given.

7. In the event that the Debtors consummate an Alternative Transaction (as such term is defined in the Stalking Horse Agreement(s)), which would include a sale of the Purchased Assets to any party other than a Stalking Horse Bidder, the Debtors are authorized to incur and pay, upon the closing of the Alternative Transaction and payment of the purchase price, from the purchase price the Bid Protections, in accordance with the Bidding Procedures, in connection with any Stalking Horse Agreement with a Stalking Horse Bidder. To the extent a determination is made to provide for and pay the Bid Protections, the Debtors will file a notice of such determination, and such Bid Protections may be paid without further action or order by the Court.

8. Notwithstanding anything to the contrary in the Fostre, Inc. Asset Purchase Agreement (Docket No. 89) (the "Fostre APA"), absent agreement between the Buyer and the

Sellers, the Court will determine whether the Buyer is entitled to payment of the Bid Protections in the event the Buyer terminates, or purports to terminate, the Fostre APA because of any breach based on the Sellers' actions or conduct occurring prior to entry of this Order. For the avoidance of confusion, if the Buyer terminates, or purports to terminate, the Fostre APA based on a breach arising from, or as a result of, Sellers' failure or inability to fulfill the conditions to closing set forth in Section 8.02(h) or (i) of the Fostre APA (establishing minimum required levels for Aggregate Patient Volume and Average Net Revenue Per Patient for the thirty-day period preceding the Closing Date), such breach shall not be treated as a breach based on "actions or conduct occurring prior to entry of this Order" for the purposes of the foregoing sentence, notwithstanding whether the calculation of the Aggregate Patient Volume or Average Net Revenue Per Patient includes data from dates prior to entry of this Order.

9. The Bid Procedures and the Bid Protections are fair and reasonable, are reasonably calculated to produce the best and highest offers for the Assets, and will confer actual benefits upon the Debtors' estates. The Bid Procedures and the Bid Protections represent an exercise of the Debtors' sound business judgment and will facilitate an orderly sale process.

10. The following provision in the Debtors' form nondisclosure agreement, which was admitted into evidence at the August 1, 2018 hearing as Debtors' Exhibit 12 (the "NDA"), shall not apply to Class A or Class B physicians that are currently party to an NDA:

You further agree that, without the prior written consent of the Company, neither you nor any of your affiliates will, directly or indirectly, alone or in concert with others: (i) purchase, offer or agree to purchase, or announce an intention to purchase any indebtedness of, or claim against the Company or assets of the Company or rights or options to acquire the same or contract any party with respect thereto; (ii) seek or propose to influence or control the Company's management, board of directors, policies or affairs; (iii) disclose any intention, plan or arrangement inconsistent with the foregoing; or (iv) encourage any of the foregoing.

11. The Debtors shall not include the foregoing provision in any NDA executed by any Class A or Class B physician after the date hereof. Notwithstanding anything to the contrary herein, no party (including any Class A or Class B physician) who receives confidential information pursuant to an NDA may use such information to buy or sell claims against the Debtors.

12. The Debtors shall serve a copy of this Order as contemplated in the Motion.

Dated: Houston, Texas

Signed:

August 08, 2018



Marvin Isgur  
United States Bankruptcy Judge

Any physician/partner/investor or group in which a physician/partner/investor is participating may provide proof of funds not later than 9:30 a.m. on August 27, 2018.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<p><b>In re:</b></p> <p><b>NEIGHBORS LEGACY HOLDINGS, INC., <i>et al.</i>,</b></p> <p style="text-align: center;"><b>Debtors.<sup>1</sup></b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>Chapter 11</b></p> <p><b>Case No. 18-33836 (MI)</b></p> <p><b>(Jointly Administered)</b></p>
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**BIDDING PROCEDURES FOR THE SALE OF THE DEBTORS’ ASSETS**

On August 1, 2018, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order (A) Approving Auction and Bid Procedures, Including Bid Protections, and (B) Authorizing and Scheduling An Auction for the Sale of Debtors’ Assets* [Docket No. \_\_\_\_] (the “Bidding Procedures Order”),<sup>2</sup> which approved the Bidding Procedures set forth herein. Accordingly, these Bidding Procedures set forth the process by which the Debtors are authorized to conduct an auction (the “Auction”) for the sale (the “Sale”) of substantially all of the Debtors’ assets in one or more asset packages (each an “Asset Package,” and, collectively, the “Assets”).

1. **Assets to be Sold.** The Debtors seek to sell substantially all of their Assets in one or more Asset Packages (the “Purchased Assets”). Pursuant to the existing Stalking Horse Agreements, one Asset Package includes the Debtors’ Houston area operating locations and one Asset Package includes the Debtors’ non-Houston operating locations. The Debtors are considering all bid proposals but are seeking a comprehensive sale of their Assets and therefore encourage bidders to provide flexibility with regard to Assets included in proposals.

2. **Free and Clear of Any and All Claims and Interests.** Except as otherwise provided in the Stalking Horse Agreements, or another successful bidder’s purchase agreement, all of the Debtors’ right, title, and interest in and to the Purchased Assets subject thereto shall be sold free and clear of all liens, claims and interests (collectively, the “Encumbrances”) to the maximum extent permitted by Section 363 of the Bankruptcy Code (other than Permitted Liens and Assumed Liabilities), with such Encumbrances to attach to the net proceeds of the sale of the Purchased Assets with the same validity and priority as such Encumbrances applied against the Purchased Assets.

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<sup>1</sup> Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at [www.kccllc.net/neighbors](http://www.kccllc.net/neighbors). The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order. In the event of a conflict, the terms of the Bidding Procedures Order shall prevail.

3. **Bid Deadline.** On or before 5:00 p.m. Central Time on August 22, 2018 (the “Bid Deadline”), Qualified Bids must be delivered to (the “Notice Parties”):

- (1) The Debtors’ proposed investment banker, Attn: Andrew Turnbull, Houlihan Lokey Capital, Inc., 111 South Wacker Drive, 37th Floor, Chicago, IL 60606, [aturnbull@hl.com](mailto:aturnbull@hl.com);
- (2) The Debtors’ CRO, Attn: Chad J. Shandler, CohnReznick LLP, 1301 Avenue of the Americas, New York, New York 10019, [chad.shandler@cohnreznick.com](mailto:chad.shandler@cohnreznick.com);
- (3) The Debtors’ proposed counsel, Attn: John F. Higgins, Porter Hedges LLP, 1000 South Main, 36th Floor, Houston, Texas 77002, [jhiggins@porterhedges.com](mailto:jhiggins@porterhedges.com);
- (4) The Agent’s counsel, Attn: Matthew E. Tashman, Reed Smith LLP, Three Logan Square, 1717 Arch Street, Suite 3100, Philadelphia, PA 19103, [mtashman@reedsmith.com](mailto:mtashman@reedsmith.com); and
- (5) Proposed counsel to the Official Committee of Unsecured Creditors, Attn: Michael D. Warner, 301 Commerce Street, Suite 1700, Fort Worth, Texas 76103, [mwarner@coleschotz.com](mailto:mwarner@coleschotz.com).

4. **Qualified Bidders.** Only Qualified Bidders may participate in the bidding process. Except as otherwise set forth in these Bid Procedures, to become a Qualified Bidder, by the Bid Deadline, a potential bidder must (i) execute and deliver to the Debtors an acceptable confidentiality agreement prepared by the Debtors (such bidder thereafter an “Approved Bidder”), (ii) deposit with the Debtors, in cash, 10% of the bidder’s proposed purchase price for the non-Houston operating locations and 5% of the bidder’s proposed purchase price for the Houston operating locations (each, “Alternative Bidder’s Deposit”), which deposit shall be refundable as described below; (iii) submit to the Notice Parties an unqualified and binding bid in an amount of total consideration that exceeds the consideration of any applicable Stalking Horse Agreement,<sup>3</sup> plus the applicable Bid Protections, as that term is defined in any applicable Stalking Horse Agreement, plus \$250,000<sup>4</sup> (provided, however, in the event that the bid is for different Assets than the Asset Packages contemplated by a Stalking Horse Agreement, such consideration shall reasonably represent a premium to an approximate allocation of such Stalking Horse Agreement consideration; provided further, that in determining the value of the Bid, the Debtors, in consultation with the Agent and any duly appointed statutory committee under 11

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<sup>3</sup> To the extent that the purchase price is reduced pursuant to the terms of a Stalking Horse Agreement, the minimum qualified bid will be reduced by the same amount as the purchase price reduction pursuant to the Stalking Horse Agreement. However, if a competing bid includes additional assets, the Debtors, in consultation with the Agent and any duly appointed statutory committee under 11 U.S.C. § 1102, retain the discretion to determine which bid is the highest and best bid.

<sup>4</sup> If a bid is for all of the non-Houston operating locations and the Houston operating locations, then the Debtors, in consultation with the Agent and any duly-appointed statutory committee under 11 U.S.C. § 1102, a minimum overbid to be the sum of (i) the total consideration of each Stalking Horse Agreement plus (ii) the sum of each of the Stalking Horse Bid Protections, plus (iii) \$250,000.

U.S.C. § 1102, will not be limited to evaluating the dollar value of the consideration but may also consider other factors including the speed, certainty and value of the proposed transaction), along with an executed written agreement that is substantially identical to the form of the applicable Stalking Horse Agreement with a redline showing any changes from such Stalking Horse Agreement, and (iv) submit to the Debtors financial and other information, including support indicating the availability of funds to satisfy its purchase price, sufficient to allow the Debtors to make a reasonable determination as to such bidder's ability to consummate a sale as contemplated herein (each, a "Qualified Bid").

5. **Due Diligence.** Only Approved Bidders shall be eligible to receive due diligence information and access to the Debtors' electronic data room and to additional non-public information regarding the Debtors. The Debtors will provide to each Approved Bidder reasonable due diligence information, as requested by such Approved Bidder in writing, as soon as reasonably practicable after such request, and the Debtors shall post all written due diligence provided to any Approved Bidder to the Debtors' electronic data room. For all Approved Bidders, the due diligence period will end on the Bid Deadline, and subsequent to the expiration of the due diligence period, the Debtors shall have no obligation to furnish any due diligence information.

The Debtors shall not furnish any confidential information relating to the Assets, liabilities of the Debtors, or the Sale to any person except to an Approved Bidder or to such Approved Bidder's duly authorized representatives to the extent expressly permitted by the applicable Confidentiality Agreement. The Debtors and their advisors shall coordinate all reasonable requests from Approved Bidders for additional information and due diligence access; *provided that* the Debtors may decline to provide such information to Approved Bidders who, at such time and in the Debtors' reasonable business judgment after consultation with KeyBank National Association as Agent for certain lenders (the "Agent"), and any statutory committee duly appointed under 11 U.S.C. § 1102, have not established, or who have raised doubt, that such Approved Bidder intends in good faith to, or has the capacity to, consummate the applicable Sale.

The Debtors also reserve the right to withhold any diligence materials that the Debtors determine are sensitive after notifying the Approved Bidder requesting such materials of such determination. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be an Approved Bidder in accordance with these Bidding Procedures

6. **Due Diligence from Bidders.** Each Approved Bidder/Qualified Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors regarding the ability of the Approved Bidder/Qualified Bidder to consummate the applicable Sale. Failure by an Approved Bidder/Qualified Bidder to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, with the consent of the Agent and any duly appointed statutory committee under 11 U.S.C. § 1102, that such bidder is no longer an Approved Bidder/Qualified Bidder or that a bid made by such Qualified Bidder is not a Qualified Bid.

The Debtors and each of their respective advisors and representatives shall be obligated to maintain in confidence any confidential information in accordance with any applicable Confidentiality Agreement, except as otherwise set forth in these Bidding Procedures. Each recipient of confidential information agrees to use, and to instruct its advisors and representatives to use, such confidential information only in connection with the evaluation of Bids during the bidding process or otherwise in connection with these Chapter 11 Cases or in accordance with the terms of any applicable Confidentiality Agreement.

Notwithstanding the foregoing and the provisions contained in any applicable Confidentiality Agreement, the Debtors and the Debtors' advisors may disclose confidential information: (i) with the prior written consent of such bidder and the Debtors; (ii) to the applicable bidder; and (iii) as otherwise required or allowed by any applicable confidentiality agreement with respect to a particular bidder or other agreement, law, court or other governmental order, or regulation, including, as appropriate, to regulatory agencies.

7. **Communications with Qualified Bidders.** Notwithstanding anything to the contrary in these Bidding Procedures, all direct communications between and amongst Approved Bidders or Qualified Bidders shall involve the Debtors and the Debtors' advisors. No Approved Bidder shall communicate with any other potential bidder or Approved Bidder absent prior written consent from the Debtors.

8. **Notice of Qualified Bidders.** Promptly following the bid deadline, the Debtors shall file a notice with the Court identifying all Qualified Bidders. The Debtors shall serve a copy of the notice and the corresponding bids on all Qualified Bidders by (a) facsimile or electronic mail or (b) overnight delivery.

9. **Stalking Horse Bidder(s).** Each Stalking Horse Agreement shall be deemed a Qualified Bid. Each Stalking Horse Bidder is and shall be deemed to be a Qualified Bidder. If no other Qualified Bids are received, each Stalking Horse Bidder shall be deemed the Highest and Best Bid (as defined below) for the Asset Package and the Debtors shall seek approval of a sale to the Stalking Horse Bidders on the terms of the Stalking Horse Agreements at the Sale Hearing.

10. **Auction.** If one or more timely Qualified Bids are received by the Bid Deadline, an auction for the Purchased Assets will be conducted on August 27, 2018, starting at 10:00 a.m. Central Time at the offices of Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, Texas 77002. Only Qualified Bidders may participate in the Auction. The Agent can attend the auction regardless of whether it submits a bid and becomes a Qualified Bidder. If the Agent submits a bid, any requirement in these Bid Procedures that the Debtors have to consult with the Agent about the sale shall terminate with regard to the assets that are the subject of the Agent's bid. All Qualified Bidders, or their authorized representatives with authority to bind the Qualified Bidder, must be physically present at the Auction. At the commencement of the Auction, the Debtors shall announce the bidding order, which shall be based on various factors including the amount of the Qualified Bidder's bid (from low to high). Initial Minimum overbid increments at the Auction shall be in the amount of not less than \$250,000<sup>5</sup> cash (the "Initial

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<sup>5</sup> Subject to footnote four.

Minimum Overbid”). Each bid subsequent to the Initial Minimum Overbid shall be in an incremental amount of not less than \$150,000. At the Debtors’ discretion, in consultation with the Agent, provided that the Agent has not submitted a bid, and any statutory committee duly appointed under 11 U.S.C. § 1102, the Debtors can change or alter the bidding order, the amount of the Initial Minimum Overbid, or any subsequent overbid amount, and allow or disallow Qualified Bidders to pass in any given round and otherwise conduct the Auction in a way that they believe will maximize value. All bidding for the Purchased Assets will be concluded at the Auction and there will be no further bidding at the Sale Hearing.

11. **Selection of the Highest and Best Bid.** At the conclusion of the Auction, in consultation with the Agent, provided that the Agent has not submitted a bid, and any statutory committee duly appointed under 11 U.S.C. § 1102, the Debtors will announce the highest and/or best Qualified Bid submitted by a Qualified Bidder (the “Successful Bidder”) and the next highest and/or best Qualified Bid (the “Back-Up Bid”) submitted by a Qualified Bidder (the “Backup Bidder”) for each applicable Asset Package. The Debtors will seek approval of the Highest and Best Bid(s) at the Sale Hearing. If for any reason, the Qualified Bidder submitting the Highest and Best Bid fails to timely consummate the purchase of the Purchased Assets, the Debtors may seek to consummate a sale based on the Back-Up Bid without further approval by the Court. A Back-Up Bid and the obligation of the party submitting such bid to consummate the purchase of the Purchased Assets shall remain open and in full force, including with respect to the Alternative Bidder’s Deposit, until the close of a sale of the Purchased Assets to the party making the Highest and Best Bid or the party making the Back-Up Bid.

12. **Sale Hearing.** A hearing to approve a sale based on the Highest and Best Bid shall take place on August 28, 2018, at 3:30 p.m. in Courtroom 404, on the fourth floor of the United States Courthouse, 515 Rusk, Houston, Texas 77002.

13. **Deadline to Object to Sale.** All objections to the proposed sale must be filed five (5) days prior to the Sale Hearing.

14. **Return of Deposits.** Within three (3) business days after the conclusion of the Auction, the Debtors shall return by check or wire the full amount of each Alternative Bidder’s Deposit submitted by a party that is not selected as submitting either the Highest and Best Bid or the Back-Up Bid for an applicable Asset Package. If the sale of the Purchased Assets is consummated with the party submitting the Highest and Best Bid, the Alternative Bidder’s Deposit of the party that is declared the Back-Up Bid shall be returned by check or wire transfer within three business days after the closing of the sale to the party submitting the Highest and Best Bid.

15. **Right to Credit Bid.** For purposes hereof, should the Agent submit a credit bid, the Agent shall be deemed to be an Approved Bidder, and any such credit bid shall be considered a Qualified Bid and may be submitted at any time prior to or at the Auction provided that it otherwise complies with the requirements for a Qualified Bid as set forth above, provided that the Agent shall not be entitled to any Bid Protections. The Agent does not have to provide a deposit in order to be an Approved Bidder. Credit bids, if any, by the Agent will not impair or otherwise affect the Stalking Horse Bidders’ entitlement to the Bid Protections granted under the Bidding Procedures Order, provided that if the Agent submits a credit bid that is determined to

be the highest and/or best bid, the Agent consents to any such Bid Protections being added to the DIP budget.

If the Agent elects to credit bid, such credit bid will be: (i) first from the application of any secured obligations outstanding in accordance with the DIP Order, if one is entered, including the funds necessary to pay the Bid Protections, if any, based upon a successful credit bid; and, (ii) second from the application of any obligations secured by the pre-petition liens to the extent that such credit bid is allocated to assets secured by pre-petition liens. Notwithstanding the foregoing, nothing herein is a waiver of or release of any interested parties' right to challenge, or seek to avoid or subordinate the amount, validity, enforceability, extent or priority of the Secured Claim or the Prepetition Liens as set forth in the Interim Order (A) Authorizing Use of Cash Collateral Pursuant to Section 363(c) of the Bankruptcy Code, and Granting Adequate Protection, and (B) Scheduling a Final Hearing of the Continued Use of Cash Collateral [Docket No. 39] and any final order authorizing the use of cash collateral.

The Committee, however, shall have the right to object to the Agent being deemed a Successful Bidder with respect to a Sale to the extent such credit bid does not provide for the payment of administrative expenses allowed in these cases and/or on the basis that a different bid provides better value to the estates.

16. **Notice of Bid Procedures, Auction, and Sale Hearing.** On the next business day following the entry of the Bid Procedures Order, the Debtors will serve by first-class mail a copy of the Order and a notice containing the date of the Bid Deadline, Auction, the Sale Hearing, and the deadline to file objections to the sale to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the Debtors' 50 largest unsecured creditors on a consolidated basis; (c) Reed Smith LLP, Three Logan Square, 1717 Arch Street, Suite 3100, Philadelphia, PA 19103 (Attn: Matthew E. Tashman), and via email to [mtashman@reedsmith.com](mailto:mtashman@reedsmith.com) and [llim@reedsmith.com](mailto:llim@reedsmith.com), counsel to the Agent; (d) Cole Schotz, P.C., 301 Commerce Street, Suite 1700, Fort Worth, Texas 76102 (Attn: Michael D. Warner), and via email to [mwarner@coleschotz.com](mailto:mwarner@coleschotz.com) (e) the United States Attorney's Office for the Southern District of Texas; (f) the Internal Revenue Service; (g) any party known to have asserted a Lien on the Purchased Assets; (h) all known affected federal, state, and local regulatory, and taxing authorities; (i) any buyer that signed a nondisclosure agreement with respect to the Purchased Assets; (j) any party that has requested notice pursuant to Bankruptcy Rule 2002 as of the time of service; Such notice shall be sufficient and proper notice of the sale with respect to known interested parties.

Dated: Houston, Texas  
August \_\_, 2018

**PORTER HEDGES LLP**

By: /s/ John F. Higgins  
John F. Higgins  
State Bar No. 09597500  
Eric M. English  
State Bar No. 24062714  
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**PROPOSED COUNSEL FOR DEBTORS  
AND DEBTORS IN POSSESSION**

**CERTIFICATE OF SERVICE**

I certify that on August \_\_, 2018, I caused a copy of the foregoing document to be served by the Electronic Case Filing System in the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Eric. M. English* \_\_\_\_\_

Eric M. English

**Exhibit D – Sale Order**

[See Attached]



ENTERED  
09/12/2018

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<p><b>In re:</b></p> <p><b>NEIGHBORS LEGACY HOLDINGS, INC., et al.,</b></p> <p style="text-align: center;"><b>Debtors.<sup>1</sup></b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>Chapter 11</b></p> <p><b>Case No. 18-33836</b></p> <p><b>(Jointly Administered)</b></p>
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**ORDER (A) APPROVING THE SALE OF DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF**

[Relates to Docket No. 20]

The above-referenced debtors and debtors-in-possession (collectively, the "Debtors") filed their motion (the "Motion")<sup>2</sup> for entry of an order (this "Order") approving the sale (the "Sale") of Debtors' assets free and clear of all liens, claims, encumbrances, and interests. This Order approves: (a) the separate Sales of the Debtors' assets, as specified further herein, to Altus Health Systems OPCO, LLC and Altus Health System Realty, LLC; AEC ER 4, LLC; Exceptional H.C., Inc.; Greater Texas Emergency Centers, LLC; and Tenet Business Services Corporation (or any permitted assignee) (each a "Buyer", and, collectively, the "Buyers") pursuant to the respective Asset Purchase Agreements between the Debtors and each of the Buyers (as such agreements may have been and may be amended, restated or supplemented,

<sup>1</sup> Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at [www.kccllc.net/neighbors](http://www.kccllc.net/neighbors). The location of Debtors' principal place of business and the Debtors' service address is: 10800 Richmond Avenue, Houston, Texas 77042.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the applicable Purchase Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term between the Motion and any Purchase Agreement, the meaning ascribed to such term in the applicable Purchase Agreement shall control.

collectively, the “Purchase Agreements” and, each a “Purchase Agreement”<sup>3</sup>; and (b) the assumption and assignment of executory contracts and unexpired leases.

The Debtors filed their *Notice of Entry of Order (A) Authorizing and Scheduling an Auction for the Sale of Debtors’ Assets and (B) Approving Auction and Bid Procedures, Including Payment of Bid Protections* (the “Bid Procedures Order”) [Docket No. 203] stating that the Debtors would conduct an auction (the “Auction”) for the Assets in the event that the Debtors received a Qualified Bid prior to the Bid Deadline; and the Debtors, having conducted the Auction, filed their *Notice of Highest and Best Bids* [Docket No. 324] identifying the Buyers as the bidders submitting the highest and best bids for the Assets in accordance with the Bid Procedures Order.

The Court finds that the relief requested in the Motion is in the best interests of the Debtors and their estates and all other parties in interest and, having reviewed the Motion and having heard the statements and evidence in support of the relief requested therein at a hearing before the Court on August 8, 2018, where the Court considered and approved entry of the Bid Procedures Order (the “Bid Procedures Hearing”) and the hearing before the Court that commenced on September 6, 2018, where the Court considered entry of this Order (the “Sale Hearing”), the Court further finds that the legal and factual bases set forth in the Motion, at the Bid Procedures Hearing, and at the Sale Hearing establish just cause for the relief granted herein. Pursuant to Bankruptcy Rule 7052, made applicable by Bankruptcy Rule 9014, the Court makes the following **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

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<sup>3</sup> The Purchase Agreements are attached hereto as Exhibits A-E.

**Jurisdiction and Venue**

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N), and (O). Venue in this district is allowed under 28 U.S.C. § 1408.

**Statutory Predicates**

B. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014. The consummation of the transactions contemplated by the Purchase Agreements and this Order (collectively, the “Transactions”) is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and the Debtors and the Buyers and their affiliates have complied with all of the applicable requirements of such sections and rules in respect of the Transactions.

**Notice**

C. As evidenced by the affidavits and/or certificates of service filed with the Court, proper, timely, adequate, and sufficient notice of, *inter alia*, the Motion, the Bid Procedures,<sup>4</sup> the Auction, the Sale (and the Transactions contemplated in connection therewith), the assumption and assignment to the Buyers of the Desired 365 Contracts, the proposed cure costs with respect to any defaults under the Desired 365 Contracts (the “Cure Costs”), the Sale Hearing, and all deadlines related thereto, have been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and in compliance with the Bid Procedures Order to all creditors, parties-in-interest, and other interested persons and entities.

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<sup>4</sup> For the avoidance of doubt, the term “Bid Procedures” in this Order shall mean the Bid Procedures approved by the Bid Procedures Order.

D. In accordance with the Bid Procedures Order, the Debtors served the Cure Notice on each of the non-Debtor counterparties to the Desired 365 Contracts. The service of the Cure Notice was sufficient under the circumstances and in full compliance with the Bid Procedures Order, and no further notice need be provided in respect of the Debtors' assumption and assignment to the Buyers of the Desired 365 Contracts or the Cure Costs. All non-Debtor counterparties to the Desired 365 Contracts have had an adequate opportunity to object to the assumption and assignment of the Desired 365 Contracts and the Cure Costs.

E. The notice described in the foregoing paragraphs is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bid Procedures, the Auction, the Sale (and the Transactions contemplated in connection therewith), the assumption and assignment to the Buyers of the Desired 365 Contracts, the Cure Costs, the Sale Hearing, and all deadlines related thereto is or shall be required.

#### **Marketing and Sale Process**

F. The Sale of the Assets to the Buyers is duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code and Bankruptcy Rule 6004(f). As demonstrated by (i) testimony and other evidence proffered or adduced at the Bid Procedures Hearing and the Sale Hearing and (ii) the representations of counsel made on the record at the Bid Procedures Hearing and the Sale Hearing, the Debtors and their professionals, agents, and other representatives have marketed the Assets and conducted all aspects of the sale process in good faith and, where applicable, in compliance with the Bid Procedures and the Bid Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bid Procedures

and the Auction were duly noticed, were substantively and procedurally fair to all parties, and were conducted in a diligent, non-collusive, fair and good-faith manner. The Purchase Agreements collectively constitute, in the aggregate, the highest and best offers for the Assets.

G. The Bid Deadline passed at 5:00 p.m. (prevailing Central Time), on August 22, 2018. The Debtors conducted an Auction commencing on August 27, 2018 and concluding on August 28, 2018, in accordance with the Bid Procedures and Bid Procedures Order. On August 29, 2018, at Docket No. 324, the Debtors filed their *Notice of Highest and Best Bids* identifying the Buyers as the Successful Bidders submitting the highest and best bids for the Assets in accordance with the Bid Procedures Order. As established by the record of the Bid Procedures Hearing and the Sale Hearing, the bidding and related procedures established by the Bid Procedures Order have been complied with in all material respects by the Debtors and the Buyers and all of their affiliates. The Bid Procedures afforded a full, fair and reasonable opportunity for Qualified Bidders to make a higher or otherwise better offer to purchase the Assets, and no such offer was received by the Debtors.

#### **Corporate Authority**

H. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the Purchase Agreements and all other documents contemplated thereby, and the Sale to the Buyers has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and the Transactions contemplated by the Purchase Agreements, (iii) have taken all corporate action necessary to authorize and approve the Purchase Agreements and the consummation by the Debtors of the Sale and the Transactions contemplated

thereby, and (iv) require no consents or approvals, other than those expressly provided for in the Purchase Agreements, to consummate the Transactions.

**Highest and Best Bid; Business Judgment**

I. The Debtors have demonstrated a sufficient basis to enter into the Purchase Agreements, sell the Assets on the terms outlined therein, and assume and assign the Desired 365 Contracts to the Buyers under sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors' business judgment and are in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the Purchase Agreements at this time is in the best interests of the Debtors, their creditors, their equity interest holders, their estates, and all other parties in interest.

J. The offers of the Buyers, upon the terms and conditions set forth in the Purchase Agreements, including the total consideration to be realized by the Debtors thereunder, (i) collectively constitute the highest and best offer received by the Debtors as a result of their marketing process, including through the Bid Procedures and the Auction, (ii) are in the best interests of the Debtors, their creditors, their equity interest holders, their estates and other parties in interest, and (iii) constitute full and adequate consideration, is fair and reasonable and constitute reasonably equivalent value, fair consideration, and fair value for the Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of any state, territory, or possession of the United States, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other person or entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

K. There has been no showing that any of the Debtors or Buyers (i) has entered into the Purchase Agreements or proposes to consummate the Transactions for the purposes of

hindering, delaying, or defrauding the Debtors' present or future creditors or (ii) is entering into the Purchase Agreements or proposing to consummate the Transactions fraudulently, for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

L. The sale of the Assets outside a chapter 11 plan pursuant to the Purchase Agreements neither impermissibly restructures the rights of the Debtors' creditors or equity interest holders nor impermissibly dictates the terms of a chapter 11 plan of the Debtors. The sale of the Assets does not constitute a *sub rosa* chapter 11 plan.

**Opportunity to Object**

M. A reasonable opportunity to object or be heard with respect to the Motion, the Bid Procedures, the Auction, the Sale (and the Transactions contemplated in connection therewith), the assumption and assignment to the Buyers of the Desired 365 Contracts, the Cure Costs, the Sale Hearing, and all deadlines related thereto has been afforded to all creditors, equity holders, parties-in-interest, and other interested persons and entities.

**Good Faith Purchaser; Arm's Length Sale**

N. The Purchase Agreements were negotiated, proposed, and entered into by the Debtors and the Buyers without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, the Buyers, nor any parent or affiliate of the Buyers has engaged in any conduct that would cause or permit the Purchase Agreements or the Sale to be avoided or otherwise challenged under section 363(n) of the Bankruptcy Code.

O. Each Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transactions shall not affect the validity of the Transactions (including, without limitation, the Purchase Agreements and the assumption and assignment of the Desired 365 Contracts to the Buyers or their affiliates), unless such authorization is duly stayed pending such appeal prior to the Closing (as defined in the Purchase Agreements).

P. Neither the Buyers nor any of their affiliates, members, officers, directors, shareholders or any of their respective successors or assigns is an “insider” or “affiliate” of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyers and their professionals, agents and other representatives have complied in all respects with the Bid Procedures Order and all other applicable orders of this Court with respect to the Purchase Agreements.

**Free and Clear Transfer Required by Buyers**

Q. If the Debtors did not sell the Assets free and clear of all Liens, Claims, and Interests, such a sale would have yielded substantially lower value for the Debtors’ estates, with less certainty than the Sale. The Buyers would not have submitted bids or entered into the Purchase Agreements, and would not consummate the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if each of the Sale and the assumption and assignment of the Desired 365 Contracts to the Buyers were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever, or if the Buyers would, or in the future could, be liable for any liabilities other than as agreed in the Purchase Agreements. For the avoidance of doubt, neither the Buyers nor any of their affiliates shall have any responsibility whatsoever with respect to the

Retained Liabilities, which shall remain the responsibility of the Debtors before, on, and after the Closing.

R. As of the Closing, pursuant and subject to the terms of the Purchase Agreements and this Order, the transfer of the Assets and the Sale will effect a legal, valid, enforceable, and effective transfer of the Assets and will vest the Buyers with all of the Debtors' rights, title, and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever except for the Specifically Assumed Liabilities.

**Satisfaction of Section 363(f)**

S. The Debtors may sell the Assets free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, including any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, and any non-Debtor counterparties to the Desired 365 Contracts, who did not object, or who withdrew their objection, to the Sale, the Motion, the assumption and assignment of the applicable Desired 365 Contract or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Liens, Claims, or Interests and non-Debtor parties to Desired 365 Contracts that did not object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the Sale Proceeds (as defined below) received by the Debtors ultimately attributable to the Assets against which they assert an interest, in the order of their priority, with the same validity, force

and effect, if any, which they now have against such Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto.

**No Successorship**

T. Neither the Buyers nor any of their affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Buyers nor any of their affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the Purchase Agreements. No liability or obligation of any of the Debtors shall be binding on any of the Buyers except for those liabilities and obligations of the Debtors that are expressly (A) assigned by the Debtors and (B) are assumed by the Buyers, in writing pursuant to the terms and conditions of the applicable Purchase Agreement. Any liability or obligation other than as described in the preceding sentence shall not be binding on the Buyers, nor shall the Buyers have any liability therefor. Except as expressly set forth in the Purchase Agreements, the transfer of the Assets to the Buyers under the Purchase Agreements shall not result in the Buyers having any liability or responsibility for (i) any Interest against the Debtors or against an insider of the Debtors, (ii) the satisfaction in any manner, whether at law or in equity, whether by payment, setoff, loss of rights or remedies or otherwise, directly or indirectly, of any Claim, Lien, or Interest, or (iii) to third parties or the Debtors, except as is expressly set forth in the Purchase Agreements. Without limiting the effect or scope of the foregoing, the transfer of the Assets from the Debtors to the Buyers does not and will not subject the Buyers or their affiliates, successors or assigns or their respective properties (including the Assets) to any liability for Interests against the Debtors or the Debtors' Interests in such Assets by reason of such transfer under the laws of the United States or any state, territory, possession thereof, or the District of Columbia applicable to the

Transactions, including, without limitation, any bulk transfer laws, successor liability or similar theories. The Buyers are not a continuation of the Debtors or their respective estates and there is no continuity between the Buyers and the Debtors. The Buyers are not holding themselves out to the public as a continuation of the Debtors or their respective estates and the Transactions do not amount to a consolidation, merger or de facto merger of the Buyers and any of the Debtors and nothing in this Order shall be interpreted to deem the Buyers as the successor to the Debtors under any state law successor liability doctrine with respect to any liabilities under environmental laws or regulations for penalties for days of violation prior to Closing. Nothing in this paragraph should be construed to create for any governmental unit any substantive right that does not already exist under applicable non-bankruptcy law.

**Assigned Contracts and Assigned Leases**

U. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume the Desired 365 Contracts and assign them to the Buyers in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Desired 365 Contracts to the Buyers is in the best interests of the Debtors, their estates, their equity interest holders, their creditors, and other parties in interest. The Desired 365 Contracts being assigned to the Buyers are an integral part of the Assets being purchased by the Buyers and, accordingly, such assumption, assignment and cure of any defaults under the Desired 365 Contracts are reasonable and enhance the value of the Debtors' estates. Each and every provision of the Desired 365 Contracts or applicable non-bankruptcy law that purport to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any Desired 365 Contract have been satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to a Desired 365 Contract that has not actually

filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment. Notwithstanding any other provision of this Order, the objections to certain proposed Cure Costs, including objections to proposed adequate assurance of future performance, [Docket Nos. 265, 270, 273, 284, 285, 288, 290, 291, 295, 296, 297, 298, 299, 300, 302, 303]<sup>5</sup> (collectively, the “Cure Cost Objections”) shall be heard by the Court on September 24, 2018, at 9:00 a.m. (Central Time), and the rights of any party that filed a Cure Cost Objection are hereby preserved and reserved in all respects with respect to any executory contract or unexpired lease that may constitute a Desired 365 Contract under the applicable Purchase Agreement.

**Cure Costs and Adequate Assurance**

V. The Debtors and the Buyers, as applicable, have, including by way of entering into their respective Purchase Agreements and agreeing to the provisions relating to the Desired 365 Contracts therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Desired 365 Contracts within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Desired 365 Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and each Buyer has, based upon the record of these proceedings, including the evidence proffered by the Debtors at the Bid Procedures Hearing and the Sale Hearing, provided adequate assurance of its future performance of and under the Desired 365 Contracts pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyers promise under the Purchase Agreements to perform the obligations under the Desired

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<sup>5</sup> The Debtors expressly reserve their right to contest the timeliness of any Cure Cost Objections.

365 Contracts after the Closing shall constitute adequate assurance of future performance under the Desired 365 Contracts being assigned to the Buyers within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby found to be the sole amounts necessary to cure any and all defaults under the Desired 365 Contracts under section 365(b) of the Bankruptcy Code and, upon payment of the portion of the Cure Costs with respect to which they are liable under the Purchase Agreements, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall have no further liability under the Desired 365 Contracts whatsoever other than to the Buyers pursuant to the Purchase Agreements.

**Time Is of the Essence; Waiver of Stay**

W. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the Purchase Agreements. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

**Objections Overruled**

1. Except with respect to the Cure Objections, all objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court which could have been raised but were not or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

2. Notice of the Motion, the Bid Procedures, the Auction, the Sale (and the Transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Desired 365 Contracts, the Cure Costs, the Sale Hearing, and all deadlines related thereto

was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

**Approval of the Purchase Agreements**

3. The following, together with any amendments, if any, thereto, which collectively constitute the Purchase Agreements for purposes of this Order, including all of the terms and conditions thereof, are hereby approved:

- i. NEC Baytown Emergency Center, LP, NEC Crosby Emergency Center, LP, NEC Kingwood Emergency Center, LP, NEC Pasadena Emergency Center, LP, NEC Pearland Emergency Center, LP, and NEC Porter Emergency Center, LP, as Operating Sellers, NEC Baytown Asset Holdings, LLC, NEC Kingwood Asset Holdings, LLC, and NEC Pearland Asset Holdings, LLC as Owned Real Property Sellers, Neighbors Legacy Holdings, Inc., Neighbors Global Holdings, LLC, Neighbors Health, LLC, EDMG, LLC, and Neighbors Practice Management, LLC as Corporate and Shared Services Sellers, Neighbors Emergency Center, LLC as IP Seller, and Altus Health Systems OPCO, LLC, as Opco Buyer, Altus Health System Realty, LLC, as Realty Buyer dated July 10, 2018, attached as **Exhibit 1**;
- ii. NEC Mueller Emergency Center, LP, as Operating Seller and Neighbors Legacy Holdings, Inc., Neighbors Global Holdings, LLC, Neighbors Health, LLC, EDMG, LLC, and Neighbors Practice Management, LLC, as Corporate and Shared Services Sellers, and AEC ER 4, LLC, as Buyer dated September 12, 2018, attached as **Exhibit 2**;
- iii. NEC Amarillo Emergency Center, LP, NEC Beaumont Emergency Center, LP, NEC Lubbock Emergency Center, LP, NEC McAllen Emergency Center, LP, NEC Orange Emergency Center, LP, NEC Port Arthur Emergency Center, LP, as Operating Sellers, NEC Beaumont Asset Holdings, LLC, as Owned Real Property Seller, and Neighbors Legacy Holdings, Inc., Neighbors Global Holdings, LLC, Neighbors Health, LLC, EDMG, LLC, and Neighbors Practice Management, LLC, as Corporate and Shared Services Sellers, and Exceptional H.C., Inc., as Buyer, dated September 12, 2018, attached as **Exhibit 3**;
- iv. NEC Bellaire Emergency Center, LP, NEC Yorktown Emergency Center, LP, NEC Midland Emergency Center, LP, NEC Odessa Emergency Center, LP, NEC Texarkana Emergency Center, LP, NEC Paris Emergency Center, LP, as Operating Sellers, and Neighbors Legacy Holdings, Inc., Neighbors Global Holdings, LLC, Neighbors Health, LLC, EDMG, LLC, and Neighbors Practice Management, LLC, as Corporate

and Shared Services Sellers, and Greater Texas Emergency Centers, LLC, as nominee for various LLCs to be designated as the acquiring entities (collectively referred to as "BUYER") as Buyer, dated September [ ], 2018, attached as Exhibit 4; and

- v. NEC Eastside Emergency Center, LP, NEC Brownsville Emergency Center, LP, and NEC Harlingen Emergency Center, LP, as Operating Sellers, and Neighbors Legacy Holdings, Inc., Neighbors Global Holdings, LLC, Neighbors Health, LLC, EDMG, LLC, and Neighbors Practice Management, LLC, as Corporate and Shared Services Sellers, and Tenet Business Services Corporation, as Buyer, dated September 12, 2018, attached as Exhibit 5.

4. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized to sell the Assets to the respective Buyers subject to the terms of their respective Purchase Agreements and this Order and take any and all actions necessary to fulfill their obligations under, and comply with the terms of, the Purchase Agreements and to consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreements and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the Transactions contemplated by the Purchase Agreements or perform their obligations under the Purchase Agreements, including breakup fees, and reimbursement of expenses, owed to the Stalking Horse Bidders (as defined in the Bid Procedures). For the avoidance of doubt, in the event that the Transaction with Altus Health Systems OPCO LLC and Altus Health Systems Realty LLC ("Altus") fails to close, Altus shall be entitled to receive Bid Protections to the extent provided in the Bid Procedures Order and the Altus Purchase Agreement.

5. The Debtors are authorized, in accordance with the Purchase Agreements, to execute and deliver, and empowered to perform under, consummate, and implement, the Purchase Agreements, together with all additional instruments, documents, and other agreements

that may be reasonably necessary or desirable to implement the Purchase Agreements, and to take all further actions as may be reasonably requested by the Buyers for the purpose of assigning, transferring, granting, conveying and conferring to the Buyers or reducing to possession, the Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreements.

6. Subject to the terms and conditions of this Order, all entities that are in possession of some or all of the Assets on the Closing Date are directed to surrender possession of such Assets to the Buyers or their assignees on the Closing Date.

7. The Buyers and the Debtors have no obligation to proceed with the Closing unless and until all conditions precedent to their respective obligations to do so, as set forth in their respective Purchase Agreements, have been met, satisfied or waived in accordance with the terms of their respective Purchase Agreements.

8. Subject to the terms of the *Final Order (A) Authorizing Use of Cash Collateral Pursuant to Section 363(c) of the Bankruptcy Code and Granting Adequate Protection, and (B) Authorizing Debtor to Obtain Postpetition Financing and Granting Liens and Superpriority Claims*, upon consummation of the Sale, all cash proceeds of the Sale (the "Sale Proceeds") transferred to the Debtors shall be paid by the Debtors to the DIP Agent and, thereafter, to the Agent, to be applied to the obligations owing under their applicable credit facilities, provided that upon the Closing, the Debtors shall be permitted to retain a portion of the sale proceeds sufficient to satisfy all costs and expenses set forth in a revised Budget to be reasonably acceptable to the DIP Agent and the Agent covering the time period from the Closing until the effective date of any plan confirmed by the Court. All Liens, Claims, and Interests will attach to

the Sale Proceeds to the same extent and with the same priority as existed prior to consummation of the Sale.

9. At the conclusion of the Auction, the Debtors selected Nitya Health Operations LLC and Nitya Health RE LLC to be the “Back-up Bidder” (the “Nitya Back-up Bidder”) as defined in the Bid Procedures, for certain facilities<sup>6</sup> and Greater Texas Emergency Center, LLC to be the Back-up Bidder (the “Greater Texas Back-up Bidder” and together with the Nitya Back-up Bidder, the “Back-up Bidders”) for the Debtors’ Yorktown facility (excluding accounts receivable).

10. Notwithstanding anything to the contrary herein, the form of the Asset Purchase Agreement with Greater Texas is not finally approved by this Order. Final approval will be at a hearing to be conducted on September 14, 2018 at 10:00 a.m. If the Debtors and Greater Texas have not agreed on the form of the Asset Purchase Agreement by that time, the Court will dictate the terms and both Greater Texas and the Debtors have agreed to be bound by the Court’s determination. The rights of parties-in-interest to object to the final form of Asset Purchase Agreement (as dictated by the Court or otherwise) is preserved in this Order, but must be exercised at the September 14, 2018 hearing or is waived.

11. Notwithstanding anything to the contrary herein, the form of the Asset Purchase Agreement with the Back-up Bidders will be considered at a telephonic hearing on September 18, 2018 at 1:30 p.m. If the parties have not agreed on the form of the Asset Purchase Agreement by that time, the Court will schedule further proceedings on that issue, consistent with the terms of this Order.

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<sup>6</sup> The Nitya Back-Up Bidder is the Back-Up Bidder for Baytown, Bellaire, Crosby, Kingwood, Pearland, Pasadena, Porter, Amarillo, Beaumont, Brownsville, Eastside, Harlingen, McAllen, Midland, Mueller, Odessa, Paris, Port Arthur, Texarkana.

12. In the event that Debtors accept the bids of the Back-up Bidders, in accordance with the terms hereof and on the terms and conditions of the Back-up Purchase Agreements, the Debtors shall be permitted to close a sale to the Back-up Bidders. Further in the event that the Debtors close a sale transaction with the Back-up Bidders (the “Back-up Transaction”) this Order and all relief granted herein and all protections afforded hereby shall apply to the Back-up Bidders as the buyers in such Back-up Transaction, and the Back-up Bidders shall be considered “Buyers” for purposes hereof and shall also apply to such Back-up Transaction with full force and effect and such Back-up Transaction shall be considered a “Transaction” for all purposes hereof.

**Binding Effect of Order**

13. This Order and the Purchase Agreements shall be binding upon all creditors of, and equity interest holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Desired 365 Contracts, the Buyers, the Debtors and their affiliates and subsidiaries, and any trustee or successor trustee appointed in the Debtors’ Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code or any subsequent bankruptcy that may be filed by the Debtors. The Purchase Agreements and the Transactions are not subject to rejection or avoidance (whether through any avoidance, fraudulent transfer, preference or recovery, claim, action or proceeding arising under chapter 5 of the Bankruptcy Code or under any similar state or federal law or any other cause of action) by the Debtors, any chapter 7 or chapter 11 trustee of the Debtors’ bankruptcy estates or any other person or entity. The Purchase Agreements, this Order, and the Debtors’ obligations therein and herein shall not be altered, impaired, amended, rejected, discharged or otherwise affected by any

chapter 11 plan proposed or confirmed in these bankruptcy cases, any order confirming any chapter 11 plan, or any subsequent order of this Court without the prior written consent of the Buyers, to the extent of any conflict between this Order or any Purchase Agreement and such future plan or order, the terms of this Order and the applicable Purchase Agreement shall control.

**Amendments to Purchase Agreements**

14. The Purchase Agreements and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by both parties and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates.

**Transfer of the Assets Free and Clear**

15. The Buyers shall assume and be liable for only those liabilities expressly assumed by Buyers pursuant to the Purchase Agreements. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreements or this Order, pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyers free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever. For purposes of this Order, "Liens," "Claims," and "Interests" shall mean:

- a. any and all encumbrances, charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledges, security interests, options, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), rights of consent, rights of offset, setoff and recoupment, successor liability, interests or rights under any agreement that is not a Desired 365 Contract, encroachments, encumbrances, restrictions on transferability of any type, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, any

similar rights, and third-party interests or any other restrictions or limitations of any kind with respect to the Assets (collectively, “Liens”);

- b. any and all claims as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, including, without limitation, (i) any and all claims or causes of action based on or arising under any labor, employment or pension laws, labor or employment agreements, including any employee claims related to worker’s compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA (as defined below), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, “COBRA”), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 et seq.), (ii) any rights under any pension or multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, “ERISA”), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability, (iii) any and all claims or causes of action based upon or relating to any putative successor or transferee liability, (iv) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate, (v) any and all claims or causes of action based upon or relating to any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not a Desired 365 Contract that will be assumed and assigned pursuant to this Order and the Purchase Agreement, (vi) any and all claims or causes of action based upon or relating to any bulk sales or similar law, (vii) any and all claims or causes of action based upon or relating to any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, including, without limitation, any ad valorem taxes assessed by any applicable taxing authority, and (viii) any and all other claims, causes of action, proceedings, warranties, guaranties, rights of recovery, setoff, recoupment, rights, remedies, obligations, liabilities, counterclaims, cross-

claims, third party claims, demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, subsidiaries, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Assets, the Assigned Contracts, the Assets, or the Transactions contemplated by the Purchase Agreement (collectively, "Claims"); and

- c. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Assets, or (z) the Assigned Contracts or Assigned Leases (collectively, "Interests");

whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing. Any and all such Liens, Claims, and Interests shall attach to the portion of the Sale Proceeds received by the Debtors ultimately attributable to the Assets against which they assert an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors or their estates may possess with respect thereto.

16. Subject to and upon the occurrence of the Closing Date, except for the express rights and obligations of the Debtors and the Buyers under the Purchase Agreements after the Closing Date and any claims arising therefrom, the Debtors, their estates, and their successors or assigns, including any trustee under the Bankruptcy Code, to the extent permitted by law, are hereby deemed to have irrevocably and unconditionally released, remised, and forever

discharged each Buyer (and, with respect to each such Buyer, each of such Buyer's equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their respective capacity as such with respect to each such Buyer in its capacity as the Buyer under the Applicable Purchase Agreement, and not with respect to any other capacity or relationship with the Debtors) from any and all any and all claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever (including (x) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law, (y) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code, and (z) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code, except to the extent asserted defensively in connection with any claim or interest asserted in the bankruptcy cases), in each case whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, including any derivative claims, asserted on behalf of the Debtors that such entity would have been legally entitled to assert (whether individually or collectively) or which the Debtors, their affiliates, their estates, or their successors or assigns might now or subsequently may have, in each case based on or relating to, or in any manner arising from, in whole or in part, the actions of the Buyer with respect to the Debtors, their postpetition business or operations, these chapter 11 cases, the Assets, the Desired 365 Contracts that are actually

assumed by the Debtors and assigned to the Buyer, the Auction, the Sale, the negotiation and documentation thereof, the transactions contemplated thereby, and the agreements and ancillary documents memorializing and effectuating such sale(including, without limitation, the Purchase Agreement, but excluding the express rights and obligations of the Debtors and the Buyer under the Purchase Agreement after the Closing Date).

17. Buyers shall comply with (a) any internal privacy policy of the Debtors in effect as of Closing, and (b) the Health Insurance Portability and Accountability Act of 1995 and any similar laws or regulations applicable to the Debtors, to ensure that personally identifiable information, including any individually identifiable health information, is protected to the extent required under applicable law.

**Vesting of Assets in the Buyers**

18. The transfer of the Assets to the Buyers pursuant to the Purchase Agreements shall constitute a legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyers with all of the Debtors' rights, title and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever. Upon releasing of any Liens, the Liens will attach to the Sale Proceeds received by the Debtors in the order and priority that existed prior to such releases.

19. Each Buyer is hereby authorized in connection with the consummation of the Sale, but subject to the terms of the applicable Purchase Agreement, to allocate the Assets, including the Desired 365 Contracts, among its affiliates, agents, designees, assigns, and/or successors, in a manner as it in its sole discretion deems appropriate, and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Desired 365 Contracts, to its affiliates, designees, assignees and/or successors with all of the

rights and protections accorded to the Buyers under this Order and the Purchase Agreements with respect thereto, and the Debtors shall cooperate with and take all actions reasonably requested by the Buyer (at Buyer's expense unless otherwise provided in the Purchase Agreement) to effectuate any of the foregoing.

**Police and Regulatory Power of Governmental Units**

20. Nothing in this Order or any of the Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in this Order or the Purchase Agreements authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets on account of the filing or pendency of these Chapter 11 Cases or, to the extent provided by section 525 of the Bankruptcy Code, the consummation of the Transactions contemplated by the Purchase Agreements, including, without limitation, the Sale and the Debtors' assumption and assignment of the Desired 365 Contracts to the Buyers. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

21. This Order does not authorize any Buyer to operate in violation of applicable state law or regulation. The Court expresses no view on whether the future operations will be

undertaken in a manner consistent with state law and will have no future supervisory role with respect to such operations; that is a matter left to the State of Texas.

**Assumption and Assignment of Assigned Contracts and Assigned Leases**

22. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyers of the Desired 365 Contracts is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

23. The Debtors are hereby authorized, in accordance with the Purchase Agreements, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Buyers the Desired 365 Contracts, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever, which Desired 365 Contracts, by operation of this Order, shall be deemed assumed and assigned to the Buyers effective as of the Closing, and (ii) execute and deliver to the Buyers such documents or other instruments as the Buyers may deem necessary to assign and transfer the Desired 365 Contracts to the Buyers.

24. Subject to the immediately preceding paragraph:

- a. The Debtors are authorized to and shall assume all of the Desired 365 Contracts in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to and shall assign each Desired 365 Contract to the Buyers in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Desired 365 Contract that prohibit or condition the assignment of such Desired 365 Contract on the consent of the non-Debtor counterparty thereto or allow the non-Debtor counterparty to such Assigned Contract or Assigned Lease to terminate, recapture, impose any penalty, condition, any renewal or extension, require a net worth requirement, or modify any term or condition upon the assignment of such Desired 365 Contract, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code and be void and of no force or effect.

- c. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Desired 365 Contracts by the Debtors to the Buyers have been satisfied.
- d. Upon the Closing, the Desired 365 Contracts shall be transferred and assigned to, and remain in full force and effect for the benefit of, the Buyers in accordance with their respective terms, notwithstanding any provision in any such Desired 365 Contract (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer.
- e. After the Debtors' transfer and assignment of the Desired 365 Contracts to the Buyers, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyers shall be fully and irrevocably vested in all right, title, and interest of each Desired 365 Contract free and clear of Liens, Claims, and Interests, and all non-Debtor counterparties to the Desired 365 Contracts are barred and enjoined from asserting against the Buyers or their assets, among other things, defaults, breaches or claims of pecuniary losses existing as of Closing or by reason of Closing.
- f. Any portion of any Assigned Lease which purports to permit a landlord thereunder to cancel the remaining term of such Assigned Lease if the Debtors discontinue their use or operation of the leased premises is void and of no force or effect, and shall not be enforceable against the Buyers, or their assignees and sublessees; and the landlords under any such Assigned Lease shall not have the right to cancel or otherwise modify the Assigned Lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned Lease to the Buyers, or the interruption of business activities at any of the leased premises.
- g. The failure of the Debtors to enforce at any time prior to the Closing Date one or more terms or conditions of any Desired 365 Contract shall not be a waiver of such terms or conditions, or of the Buyers' rights to enforce every term and condition of the Desired 365 Contracts.
- h. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to any Buyer as a result of the assumption, assignment, and sale of the Desired 365 Contracts.

25. All defaults and all other obligations of the Debtors under the Desired 365 Contracts occurring, arising or accruing prior to the assignment thereof to the Buyers at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified

in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Desired 365 Contract set forth in a Cure Notice, which was served in compliance with the Bid Procedures Order, and is set forth on the schedule attached hereto as **Exhibit 6** (the “Cure Costs”), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyers, as the case may be, as provided in the Purchase Agreements. For all Desired 365 Contracts for which a Cure Notice was served, the Debtors and the Buyer, as applicable, are each authorized and directed to pay their respective portion of all Cure Costs required to be paid by such parties in accordance with the Purchase Agreement upon the Closing. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability under any Desired 365 Contract that arises on or after the Closing Date, whether as a result of breach of a Desired 365 Contract on or after the Closing Date or otherwise other than to the Buyers pursuant to the Purchase Agreements.

#### **Ad Valorem Taxes**

26. The ad valorem tax liens of Brazoria County Tax Office, Crosby ISD, Crosby MUD, Harris County MUD #276, Humble ISD, City of Houston, Alief ISD, Valley Ranch MUD #1, Wichita County, Lubbock Central Appraisal District, Midland County, Tyler ISD, Potter County Tax Office, Angelina County, Cameron County, Cypress-Fairbanks ISD, City of El Paso, Ector CAD, Galveston County, Gregg County, City of Harlingen, Harlingen CISD, Harris County, Hidalgo County, Jefferson County, City of McAllen, Montgomery County, Orange County, Smith County, Texas City ISD, and Tom Green CAD (collectively, the “Taxing Authorities”) for the 2018 tax year are hereby expressly retained against the Assets until payment is made to fully satisfy the 2018 ad valorem taxes, and any penalties or interest which may ultimately accrue to those 2018 taxes.

27. Paragraph 46 of the *Final Order (A) Authorizing Use of Cash Collateral Pursuant to Section 363(c) of the Bankruptcy Code and Granting Adequate Protection, and (B) Authorizing Debtor to Obtain Postpetition Financing and Granting Liens and Superpriority Claims* (Doc. No. 193) (the “Final DIP Order”) is incorporated by reference as if fully set forth herein. In addition, the liens, if any, currently held by Brazoria County Tax Office, Crosby ISD, Crosby MUD, Harris County MUD #276, Humble ISD, City of Houston, Alief ISD, Valley Ranch MUD #1, Wichita County, Lubbock Central Appraisal District, Midland County, Tyler ISD, Potter County Tax Office (collectively, the “Additional Taxing Authorities”) shall be subject to and entitled to the protections in paragraph 46 of the Final DIP Order. For the avoidance of doubt, from the proceeds of the sale of any of the Debtors' assets located in the state of Texas that secure the claims filed by the Additional Taxing Authorities, unless modified as set forth in paragraph 46 of the Final DIP Order, the additional amount of \$333,828.14 shall be set aside by the Debtors in the Taxing Authority Segregated Account (as defined in the Final DIP Order).

**No Successorship or Transferee Liability**

28. Neither the Buyers nor any of their affiliates are or shall be deemed, as a result of the consummation of the Transactions contemplated herein, to: (a) be legal successors to the Debtors or their estates by reason of any theory of law or equity, (b) have, *de facto* or otherwise, merged with or into the Debtors, or (c) be an alter ego or a mere continuation or substantial continuation or successor of the Debtors in any respect. Neither the Buyers nor any of their affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the Purchase Agreements or this Order. Without limiting the effect or scope of the foregoing, as a result of the closing of the Transactions, except as set forth in the Purchase Agreements, the Buyers shall have no

successor, derivative or vicarious liabilities of any kind or character, including, but not limited to, federal, state or other tax liabilities, U.S. or foreign pension liabilities, or liabilities based on any theory of successor or transferee liability, antitrust, environmental, labor law, alter ego, veil piercing, continuity of enterprise, mere continuation, product line, de facto merger or substantial continuity, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, recorded or unrecorded, whether arising prior to or subsequent to the commencement of these chapter 11 cases, whether imposed by agreement, understanding, law, equity or otherwise with respect to the Debtors or any obligations of the Debtors, including, but not limited to, in the case of liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Assets prior to the Closing, except as set forth in the Purchase Agreements, or any taxes in connection with, or in any way relating to the cancellation of debt of the Debtors or their affiliates, or otherwise as a result of the Transactions.

**Modification of the Automatic Stay**

29. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Purchase Agreements and the provisions of this Order, without further order of the Court, including to allow: (i) the Buyers to give the Debtors any notice provided for in the Purchase Agreements, and (ii) the Buyers and the Debtors take any and all actions permitted by the applicable Purchase Agreements in accordance with the terms and conditions thereof.

**Release of Liens By Creditors; Collection of Assets**

30. Except as expressly provided to the contrary in this Order or in the Purchase Agreements, each holder of any valid Lien, Claim or Interest against the Assets including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory

authorities, lenders, trade creditors, litigation claimants and other persons holding Lien, Claims, or Interests of any kind or nature whatsoever against or in the Debtors or the Debtors' interests in the Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these chapter 11 cases, whether imposed by agreement, understanding, law, equity or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Assets, the operation of the Debtors' businesses before the Closing or the transfer of the Debtors' interests in the Assets to the Buyers shall, as of the Closing, be deemed to have waived and released such Lien, Claim or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim or Interest shall automatically, and with no further action by any party, attach to the portion of the Sale Proceeds received by the Debtors ultimately attributable to the Assets against which they assert an interest, in the order of their priority, with the same validity, force, and effect, if any, which they now have against such Assets, subject to any claims, defenses and objections, if any, that the Debtors, their estates, or any other party in interest may possess with respect thereto. All such entities referenced in the preceding sentence shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such Liens, Claims, or Interests against the Buyers, their successor and assigns, their affiliates and representatives or their interests in the Assets. Notwithstanding the foregoing, any such holder of such a Lien, Claim or Interest is directed to execute and deliver any waivers, releases, or other related documentation reasonably requested by the Debtors or the Buyers to evidence the release of its Liens, Claims, or Interests in the Assets. Any person or entity that has filed any financing statements, mortgages, deeds of trust, mechanic's liens, *lis pendens*, or any other documents or

agreements evidencing a Lien on the Debtors or any of the Assets conveyed pursuant to the Purchase Agreements and this Order is directed to deliver to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Debtors or the Assets or otherwise.

31. In the event that such termination statements, instruments of satisfaction, or releases of all Liens are not filed in accordance with the foregoing paragraph, the Debtors and the Buyers are hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever.

**Effect of Recordation of Order**

32. This Order, if filed, registered, or otherwise recorded, shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of any kind or nature whatsoever existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected; provided that this Order shall be binding and effective regardless of whether any such filing, registration or recordation occurs. The Liens, Claims and Interests that are unconditionally released, discharged, and terminated pursuant to this Order include, without limitation, those certain Liens, Claims, and Interests evidenced by the financing statements (as they pertain to the Assets), mortgages, deeds of trust, mechanic's liens, *lis pendens*, notations of liens on certificates of title etc.

33. This Order, if filed, registered, or otherwise recorded, shall be binding upon and shall govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars

of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, local officials, notaries, protonotaries, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to, the Assets; provided that this Order shall be binding and effective regardless of whether any such filing, registration or recordation occurs.

34. Each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Transactions contemplated by the Purchase Agreements, including, without limitation, recordation of this Order.

**Prohibition of Actions Against the Buyers**

35. Except for the Specifically Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the Purchase Agreements or this Order, the Buyers and their affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Purchase Agreements, the Buyers and their affiliates shall not be liable for any Claims against the Debtors or any of their predecessors or affiliates, and the Buyers and their affiliates shall have no successor or vicarious liabilities of any kind or character including, without limitation, any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, without limitation,

liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

36. Effective upon the Closing, with the sole exception of any enforcement of rights related to the Specifically Assumed Liabilities, all persons and entities shall be, and hereby are, forever barred and estopped from (a) taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyers in accordance with the terms of this Order and the Purchase Agreements and (b) asserting, prosecuting, or otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyers and their successors, designees, assigns, or property, or the Assets conveyed under this Order in accordance with the Purchase Agreements.

**No Interference**

37. Following the Closing, no holder of a Lien, Claim and/or Interest in or against the Debtors or the Assets shall interfere with any Buyer's title to or use and enjoyment of the Assets based on or related to such Lien, Claim, and/or Interest or based on any actions the Debtors may take in their chapter 11 cases. Moreover, following the entry of this Order, no unsuccessful Bidder (including the Back Up Bidder, and their respective officers, directors, employees, owners and representatives) will directly or indirectly interfere with the Buyers' consummation of the transactions contemplated in the Purchase Agreements and/or contact any of the Buyers to influence them with respect to fulfilling their obligations under their respective Purchase Agreements.

**Retention of Jurisdiction**

38. This Court retains jurisdiction prior to, on, and after Closing to, among other things, interpret, enforce and implement the terms and provisions of this Order and the Purchase Agreements, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, without limitation, retaining jurisdiction to: (a) compel delivery of the Assets or performance of other obligations owed to the Buyers; (b) compel performance of obligations owed to the Debtors and/or the Buyers; (c) resolve any disputes arising under or related to the Purchase Agreements; (d) interpret, implement, and enforce the provisions of this Order; (e) compel delivery of any waivers, releases, or other related documentation reasonably requested by the Debtors or the Buyers to evidence the release of any Liens, Claims, or Interests in the Assets; (f) protect the Buyers and their affiliates against (i) any Liens, Claims and Interests in or against the Debtors, the Buyers, or the Assets of any kind or nature whatsoever and (ii) any creditors, equity interest holders, or other parties in interest regarding the turnover of the Assets to the Buyers that may be in their possession; and (g) protect the Buyers and the Debtors and their affiliates against any liabilities (other than any liabilities retained by the Debtors under the Purchase Agreements) in any way relating to the Assets arising on or after the Closing Date other than to the Buyers pursuant to the Purchase Agreements.

**No Stay of Order**

39. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyers are free to close the Sale under the Purchase Agreements at any time pursuant to the terms

thereof. The Sale transactions contemplated by the Purchase Agreements are undertaken by the Buyers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyers (including the assumption and assignment by the Debtor of any of the Assigned Contracts or Assigned Leases), unless such authorization is duly stayed pending such appeal.

**Good Faith Purchasers**

40. The Sales contemplated by the Purchase Agreements is undertaken by the Buyers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and the Buyers have acted without collusion in undertaking the Sale and Transactions contemplated by the Purchase Agreements. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyers (including the assumption and assignment by the Debtors of any of the Desired 365 Contracts), unless such authorization is duly stayed pending such appeal. Each Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

41. There has been no showing that the Debtors or the Buyers engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code.

**Inconsistencies with Prior Orders, Pleadings or Agreements**

42. To the extent of any conflict between the Purchase Agreements and this Order, the terms of the Purchase Agreements shall govern the rights and obligations of the parties thereto. To the extent this Order is inconsistent or conflicts with any prior order or pleading in

these Chapter 11 Cases, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale. For the avoidance of doubt, if the Debtors' chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, the Order shall be binding on the chapter 7 trustee in such chapter 7 cases.

**Failure to Specify Provisions**

43. The failure to specifically reference any particular provisions of the Purchase Agreements or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement and other related documents be authorized and approved in their entirety.

**Non-Severability**

44. The provisions of this Order are non-severable and mutually dependent.

Dated: 9-12, 2018  
Houston, Texas

  
\_\_\_\_\_  
MARVIN ISGUR  
UNITED STATES BANKRUPTCY JUDGE



ENTERED  
09/14/2018

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

NEIGHBORS LEGACY HOLDINGS, INC.,  
*et al.*,

Debtors.<sup>1</sup>

§  
§ Chapter 11  
§  
§ Case No. 18-33836  
§  
§ (Jointly Administered)  
§

**SUPPLEMENTAL ORDER (A) APPROVING THE SALE OF DEBTORS' ASSETS  
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS,  
(B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF**

[Relates to Docket No. 20]

The above-referenced debtors and debtors-in-possession (collectively, the “Debtors”) filed their motion (the “Motion”)<sup>2</sup> for entry of an order (this “Order”) approving the sale (the “Sale”) of Debtors’ assets free and clear of all liens, claims, encumbrances, and interests. (Doc. No. 20). On September 12, 2018, the Court entered its *Order (A) Approving the Sale of Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* (the “Sale Order”). (Doc. No. 482). Paragraph 10 of the Sale Order provided that final approval of the form of Asset Purchase Agreement between the Debtors and Greater Texas Emergency Center, LLC (“Greater Texas”) is deferred pending further order of the Court and scheduled a hearing for September 14, 2018 at 10:00 a.m.

<sup>1</sup> Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at [www.kccllc.net/neighbors](http://www.kccllc.net/neighbors). The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.

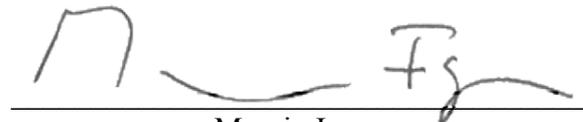
<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the applicable Purchase Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term between the Motion and any Purchase Agreement, the meaning ascribed to such term in the applicable Purchase Agreement shall control.

The Debtors and Greater Texas have agreed to the Asset Purchase Agreement attached hereto as **Exhibit 1** (the "Greater Texas Purchase Agreement").

**IT IS THEREFORE ORDERED THAT:**

1. The Greater Texas Purchase Agreement is hereby approved.
2. Notwithstanding anything to the contrary in the Sale Order, the Sale Order applies fully to the Greater Texas Purchase Agreement as if the Sale Order were fully set forth herein.

Signed: September 14, 2018



Marvin Isgur  
United States Bankruptcy Judge

**Exhibit E – Transition Services Agreement - Services**

1. Revenue Cycle Management (including Medical Billing and Collection Services)
2. IT Infrastructure and Support
3. Human Resources
4. Finance and Accounting

# **DISCLOSURE SCHEDULES**

**to**

**BACK UP BID**

**ASSET PURCHASE AGREEMENT**

**by and among**

**THE “OPERATING SELLERS”  
as Operating Sellers**

**NEC BAYTOWN ASSET HOLDINGS, LLC,  
NEC BEAUMONT ASSET HOLDINGS, LLC  
NEC KINGWOOD ASSET HOLDINGS LLC, and  
NEC PEARLAND ASSET HOLDINGS, LLC  
as Owned Real Property Sellers**

**NEIGHBORS LEGACY HOLDINGS, INC.,  
NEIGHBORS GLOBAL HOLDINGS, LLC,  
NEIGHBORS HEALTH, LLC,  
EDMG, LLC, and  
NEIGHBORS PRACTICE MANAGEMENT, LLC  
as Corporate and Shared Services Sellers**

**NEIGHBORS EMERGENCY CENTER, LLC  
as IP Seller**

**and**

**NITYA HEALTH OPERATIONS LLC  
as OPCO Buyer**

**and**

**NITYA HEALTH RE LLC  
As Realty Buyer**

**dated**

**October 8, 2018**

## **Disclosure Schedule Index:**

### SCHEDULES

Schedule 2.01 (a) (1)	– Houston Asset Package
Schedule 2.01 (a) (2)	– Non-Houston Asset Package
Schedule 3.05	Sellers’ Finders’ Fees
Schedule 3.06	365 Contracts
Schedule 3.07(b)	Taxes
Schedule 3.08	Affiliate Transactions
Schedule 3.11	Legal Proceedings
Schedule 3.15(a)	Owned Real Property
Schedule 3.15(b)	Leased Real Property
Schedule 3.15(c)	Real Property – Violations of Law
Schedule 3.15(e)	Real Property – Notices of Increases in Assessed Value
Schedule 3.15(f)	Real Property – Proceedings
Schedule 3.15(g)	Real Property – Notices of Claims
Schedule 3.15(h)	Real Property – Environmental Issues
Schedule 5.03	Desired 365 Contracts

**SCHEDULE 2.01(a)(1)**

**HOUSTON ASSET PACKAGE**

The "Transferred Assets" and the "Acquired Business" included in the Houston Asset Package are as follows:

1. The Assets and Business, to the extent and as set forth in Section 2.01(a)(i)-(xii) and associated with the Operating Sellers and/or the Facilities listed below.

Operating Seller		Facility	
1.	NEC Baytown Emergency Center, LP	Baytown	6051 Garth Road, Baytown, Texas 77521
2.	NEC Bellaire Emergency Center, LP	Bellaire	5413 S. Rice Ave. Houston, Texas 77081
3.	NEC Crosby Emergency Center, LP	Crosby	14120 TM 2100 Crosby, Texas 77532
4.	NEC Kingwood Emergency Center, LP	Kingwood	1120 Kingwood Drive Kingwood, Texas 77339
5.	NEC Pasadena Emergency Center, LP	Pasadena	7215 Fairmont Parkway Pasadena, Texas 77505
6.	NEC Pearland Emergency Center, LP	Pearland	11130 Broadway Street Pearland, Texas 77584
7.	NEC Porter Emergency Center, LP	Porter	22678 U.S. Hwy. 59 Porter, Texas 77365

2. The Owned Real Property, and the Assets and Business to the extent and as set forth in Section 2.01(a)(i)-(xii) and associated with the Real Property Seller and the Owned Real Property listed below:

Real Property Sellers		Owned Real Property
1.	NEC Baytown Asset Holdings, LLC	6051 Garth Road Baytown, Texas, 77521 and as further described on Schedule 3.15(a)-2.

Real Property Sellers		Owned Real Property
2.	NEC Kingwood Asset Holdings, LLC	1120 Kingwood Drive Kingwood, Texas 77339 and as further described on Schedule 3.15(a)-1.
3.	NEC Pearland Asset Holdings, LLC	11130 Broadway Street Pearland, Texas 77584 and as further described on Schedule 3.15(a)-3.

3. The Assets and Business, to the extent and as set forth in Section 2.01(a)(i)-(xii) and associated with the Corporate and Shared Services Sellers.
4. The Assets and Business, to the extent and as set forth in Section 2.01(a)(i)-(xii) and associated with the IP Seller.
5. The Desired 365 Contracts and Real Property Leases listed on Exhibit A to this Schedule 2.01(a)(1).
6. Intentionally Deleted.
7. Intentionally Deleted.
8. Intentionally Deleted.
9. All claims, rights, defenses, offsets, recoupments, causes of action, credits, immunities, or rights of set-off against Transferred Employees of the Operating Sellers listed above, of the Real Property Seller listed above, otherwise associated with the Transferred Assets included in the Non-Houston Asset Package, including rights under employment agreements, confidentiality agreements, and non-competition agreements.
10. All goodwill associated with any Transferred Assets included in the Houston Asset Package.

**EXHIBIT "A" to HOUSTON ASSET PACKAGE**

**List of Desired 365 Contracts and Real Property Leases included in Houston Asset Package**

*[See Attached.]*

Desired 365 Contracts (Houston Package)

Baytown

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Ansari Family Limited Partnership	NEC Baytown Asset Holdings, LLC	Lease Agreement	3/1/2013	10 years	2/28/2023	6/11/2018	56	Facility Lease
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0004 Refurbished 2012 GE CT Scanner and 2012 Mindray Ultrasound System	08/14/14	60 months	08/14/19	06/11/18	14	Equipment Leases
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0014 DelWorks Digital Medical Radiography	09/01/16	60 months	09/01/21	06/11/18	38	Equipment Leases
Clinical Diagnostic Solutions, Inc.	NEC Baytown Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	5/1/2018	1 year	4/30/2019	06/11/18	10	Clinical
DataVox, Inc.	NEC Baytown Emergency Center, LP f/k/a Baytown Emergency Center, LLC	015-0746135-000 Toshiba Phone System	01/25/12	48 months	01/25/16	06/11/18	Month to Month	Equipment Leases
Medicus Laboratory Information Systems	NEC Baytown Emergency Center, LP	Annual Software Support Agreement	7/16/2017	1 year	7/15/2018	06/11/18	1	Clinical
Medicus Laboratory Information Systems	NEC Baytown Emergency Center, LP	Annual Software Support Agreement	7/16/2018	1 year	7/15/2019	06/11/18	13	Clinical
Megan Anderson	NEC Baytown Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is an assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM
NEC Baytown Asset Holdings, LLC	NEC Baytown Emergency Center, LP	Commercial Lease	10/17/2012	10 years	8/31/2022	06/11/18	50	Facility Lease
Omnicell, Inc.	NEC Baytown Emergency Center, LP	Quote - 43885	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Baytown Emergency Center, LP	Presidio End User Agreement	12/8/2017	36 months	12/07/20	06/11/18	29	NPM
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology

Desired 365 Contracts (Houston Package)

Bellaire

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0012 Proteus XR Radiographic & Optima	01/01/17	60 months	01/01/22	06/11/18	42	Equipment Leases
Clinical Diagnostic Solutions, Inc.	NEC Bellaire Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	8/18/2017	1 year	8/17/2018	06/11/18	2	Clinical
CH Retail Fund 1/Houston Uptown Crossing, L.P.	NEC Bellaire Emergency Center, LP	Lease Agreement	10/1/2014	10 years	8/31/2021	06/11/18	38	Facility lease
DataVox, Inc.	NEC Bellaire Emergency Center, LP	1167618 Toshiba Phone System	07/11/16	48 months	07/11/20	06/11/18	25	Equipment Leases
Medicus Laboratory Information Systems	NEC Bellaire Emergency Center, LP	Annual Software Support Agreement	7/23/2017	1 year	7/22/2019	06/11/18	13	Clinical
Megan Anderson	NEC Bellaire Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM
Omicell, Inc.	NEC Bellaire Emergency Center, LP	Quote - 43932	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Bellaire Emergency Center, LP	Presidio End User Agreement	12/7/2017	36 months	12/06/20	06/11/18	29	NPM
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology

Desired 365 Contracts (Houston Package)

Crosby

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc fka Neighbors Health System, Inc	00529-0008 Refurbished 16 Slice GE Lightspeed, Accessories to Scanner	04/01/15	60 months	04/01/20	06/11/18	21	Equipment Leases
Clinical Diagnostic Solutions, Inc.	NEC Crosby Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	8/23/2017	1 year	8/22/2018	6/11/2018	2	Clinical
DataVox, Inc.	NEC Crosby Emergency Center, LP	1043063 Toshiba Telephone System	03/31/15	48 months	03/31/19	6/11/2018	9	Equipment Leases
Medicus Laboratory Information Systems	NEC Crosby Emergency Center, LP	Annual Software Support Agreement	5/8/2018	1 year	5/7/2019	6/11/2018	10	Clinical
Megan Anderson	NEC Crosby Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	6/11/2018	Until terminated	Clinical
NEC LBT, LLC	NEC Crosby Emergency Center, LP	Lease Agreement	4/17/2014	15 years	5/31/2030	6/11/2018	143	Facility Lease
Omicell, Inc.	NEC Crosby Emergency Center, LP	Quote - 43985	6/1/2018	12 months	5/31/2019	6/11/2018	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Crosby Emergency Center, LP	Presidio End User Agreement	7/11/2017	36 months	07/10/20	6/11/2018	24	NPM
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology

Desired 365 Contracts (Houston Package)

Kingwood

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Clinical Diagnostic Solutions, Inc.	NEC Kingwood Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	5/1/2018	1 year	4/30/2019	06/11/18	10	Clinical
DataVox, Inc.	NEC Kingwood Emergency Center, LP f/k/a Kingwood Emergency Center, LLC	683837 Toshiba CIX670 Telephone System	02/12/11	48 months	02/12/15	06/11/18	Month to Month	Equipment Leases
Medicus Laboratory Information Systems	NEC Kingwood Emergency Center, LP	Annual Software Support Agreement	7/20/2018	1 year	7/19/2019	06/11/18	13	Clinical
Megan Anderson	NEC Kingwood Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC (assumed name Neighbors Emergency Center)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM
NEC Kingwood Asset Holdings LLC	NEC Kingwood Emergency Center, LP	Commercial Lease	10/23/2012	10 years	8/31/2020	06/11/18	26	Facility Leases
NEC Kingwood Asset Holdings LLC f/k/a S Rice, LLC	Smart Financial Credit Union f/k/a First Educators Credit Union	Lease Agreement	4/1/2003	9 years	6/30/2018	6/11/2018	0	Facility Leases
Omicell, Inc.	NEC Kingwood Emergency Center, LP	Quote - 43889	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Kingwood Emergency Center, LP	Presidio End User Agreement	12/7/2017	36 months	12/06/20	06/11/18	29	NPM
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology

Desired 365 Contracts (Houston Package)  
Pasadena

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0005 2004 GE LightSpeed Plus 16 Slice, 2013 DelWork U-Arm Digital Radiography, 2013 Mindray M7 Portable Ultrasound	08/14/14	60 months	08/14/19	06/11/18	14	Equipment Leases
Clinical Diagnostic Solutions, Inc.	NEC Pasadena Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019	06/11/18	7	Clinical
DataVox, Inc.	NEC Orange Emergency Center, LP	1045695 Toshiba Telephone System	04/13/15	48 months	04/13/19	06/11/18	10	Equipment Leases
Fairmont Crossing, Ltd	NEC Pasadena Emergency Center, LP f/k/a Pasadena Emergency Center, LLC	Lease Agreement	8/31/2012	129 months	5/31/2023	6/11/2018	59	Facility Lease
Fairmont Crossing, Ltd	NEC Pasadena Emergency Center, LP	Lease Agreement	8/2/2013	5 years	8/2/2018	6/11/2018	1	Facility Lease
Medicus Laboratory Information Systems	NEC Pasadena Emergency Center, LP	Annual Software Support Agreement	7/16/2017	1 year	7/15/2018	06/11/18	1	Clinical
Medicus Laboratory Information Systems	NEC Pasadena Emergency Center, LP	Annual Software Support Agreement	7/16/2018	1 year	7/15/2019	06/11/18	13	Clinical
Megan Anderson	NEC Pasadena Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM
Omnicell, Inc.	NEC Pasadena Emergency Center, LP	Quote - 43887	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Pasadena Emergency Center, LP	Presidio End User Agreement	12/11/2017	36 months	12/10/20	06/11/18	29	NPM
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology

## Desired 365 Contracts (Houston Package)

## Pearland

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0006 2005 GE LightSpeed Plus 16 Slice, 2013 DelWork U-Arm Digital Radiography, 2013 Mindray M7 Portable Ultrasound	08/14/14	60 months	08/14/19	06/11/18	14	Equipment Leases
CHCA Clear Lake, LP d/b/a Clear Lake Regional Medical Center	NEC Pearland Emergency Center, LP d/b/a Neighbors Emergency Center	Patient Transfer Agreement	12/13/2017	2 years	12/12/19	06/11/18	18	Clinical
CHCA Pearland, LP d/b/a Pearland Medical Center	NEC Pearland Emergency Center, LP d/b/a Neighbors Emergency Center (erroneously referred to as "Neighbors Pearland")	Patient Transfer Agreement	1/1/2018	2 years	12/31/19	06/11/18	18	Clinical
Clinical Diagnostic Solutions, Inc.	NEC Pearland Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	5/1/2018	1 year	4/30/2019	06/11/18	10	Clinical
DataVox, Inc.	NEC Pearland Emergency Center, LP d/b/a Neighbors Emergency Center (erroneously referred to as "Neighbors Emergency Center - Pearland")	003-0290958-000 Toshiba Telephone System	07/22/13	36 months	07/22/16	06/11/18	Month to Month	Equipment Leases
Medicus Laboratory Information Systems	NEC Pearland Emergency Center, LP	Annual Software Support Agreement	4/25/2018	1 year	4/24/2019	06/11/18	10	Clinical
Megan Anderson	NEC Pearland Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Memorial Hermann Health System d/b/a Memorial Hermann Southeast Hospital	NEC Pearland Emergency Center, LP	Patient Transfer Agreement	2/15/2018	1 year	2/14/2019	06/11/18	8	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM
NEC Pearland Asset Holdings, LLC	NEC Pearland Emergency Center, LP	Commercial Lease	8/1/2013	10 years	7/31/2024	06/11/18	73	Facility Lease
Omicell, Inc.	NEC Pearland Emergency Center, LP	Quote - 43886	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Pearland Emergency Center, LP	Presidio End User Agreement	12/8/2017	36 months	12/07/20	06/11/18	29	NPM
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22	06/11/18	54	Operations
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology

Desired 365 Contracts (Houston Package)

Porter

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0001 System Multix Fusion wi-D YMAT, Somatom Scope, Acuson P300 Ultrasound System	05/01/16	60 months	05/01/21	06/11/18	34	Equipment Leases
Clinical Diagnostic Solutions, Inc	NEC Porter Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	2/3/2018	1 year	2/2/2019	06/11/18	7	Clinical
DataVox, Inc	NEC Porter Emergency Center, LP	1116587 Toshiba Telephone System	01/07/16	48 months	01/07/20	06/11/18	18	Equipment Leases
Medicus Laboratory Information Systems	NEC Porter Emergency Center, LP	Annual Software Support Agreement	3/9/2018	1 year	3/8/2019	06/11/18	8	Clinical
Megan Anderson	NEC Porter Emergency Center	Consultant Pharmacist Service Agreement	3/12/2016	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Passport Health Communications, Medical Present Value Inc and Search America Inc.(Collectively referred as Experian Health)	NEC Porter Emergency Center, LP	Presidio End User Agreement	12/7/2017	36 months	12/06/20	06/11/18	29	NPM
Porter JFP, LLC	NEC Porter Emergency Center, LP	Lease Agreement	4/21/2015	12 years	3/31/2028	06/11/18	117	Facility Lease
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	2/19/2018	7 years	2/18/2025	06/11/18	80	Radiology
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	2/18/2018	7 years	2/17/2025	06/11/18	80	Radiology
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	2/23/2018	7 years	2/22/2025	06/11/18	80	Radiology
T-System, Inc	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20	06/11/18	30	Clinical
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology

**SCHEDULE 2.01(a)(2)**

**NON-HOUSTON ASSET PACKAGE**

The "Transferred Assets" and the "Acquired Business" included in the Non-Houston Asset Package are as follows:

1. The Assets and Business, to the extent and as set forth in Section 2.01(a)(i)-(xii) and associated with the Operating Sellers and/or the Facilities listed below.

Operating Seller		Facility	
1.	NEC Port Arthur Emergency Center, LP	Port Arthur	3300 Hwy. 365 Port Arthur, Texas 77642
2.	NEC Midland Emergency Center, LP	Midland	5409 West Wadley Avenue Midland, Texas 79707
3.	NEC Odessa Emergency Center, LP	Odessa	2713 North Grandview Ave. Odessa, Texas 79762
4.	NEC Amarillo Emergency Center, LP	Amarillo	2105 S. Western St. Amarillo, Texas 79109
5.	NEC Eastside Emergency Center, LP	Eastside	12101 Edgemere Blvd. El Paso, Texas 79938
6.	NEC Brownsville Emergency Center, LP	Brownsville	2073 E. Ruben Torres St. Blvd. Brownsville, Texas 78526
7.	NEC Beaumont Emergency Center, LP	Beaumont	4755 Eastex Freeway Beaumont, Texas 77706
8.	NEC Harlingen Emergency Center, LP	Harlingen	1725 Ed Carey Harlingen, Texas 78550
9.	NEC Mueller Emergency Center, LP	Mueller	1801 East 51 <sup>st</sup> . Bldg. H Austin, Texas 78723
10.	NEC Texarkana Emergency Center, LP	Texarkana	2001 Mall Drive Texarkana, Texas 75503
11.	NEC McAllen Emergency Center, LP	McAllen	6700 North 10 <sup>th</sup> St. McAllen, Texas 78504

Operating Seller		Facility	
12.	NEC Paris Emergency Center, LP	Paris	3055 NE Loop 286 Paris, Texas 75460

2. The Owned Real Property, and the Assets and Business to the extent and as set forth in Section 2.01(a)(i)-(xii) and associated with the Real Property Seller and the Owned Real Property listed below:

Real Property Sellers		Owned Real Property
1.	NEC Beaumont Asset Holdings, LLC	4755 Eastex Freeway Beaumont, Texas 77706 and as further described on Schedule 3.15 (a)-4

3. The Desired 365 Contracts and Real Property Leases listed on Exhibit A to this Schedule 2.01(a)(2).
4. All bank accounts, safety deposit boxes and lockboxes of the Operating Sellers listed above, the Real Property Seller listed above and the Corporate and Shared Services Sellers and the IP Sellers, except to the extent, if any, included in the Houston Asset Package.
5. All goodwill associated with any Transferred Assets included in the Non-Houston Asset Package.
6. All Cash Deposits.
7. All claims, rights, defenses, offsets, recoupments, causes of action, credits, immunities, or rights of set-off against Transferred Employees (not including physicians, pharmacists and other independent contractors) of the Operating Sellers listed above, of the Real Property Seller listed above, or otherwise associated with the Transferred Assets included in the Non-Houston Asset Package, including rights under employment agreements, confidentiality agreements, and non-competition agreements.
8. All rights, claims, causes of action and recoveries of Sellers under Sections 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b), 553 or 724 of the Bankruptcy Code (collectively, “*Avoidance Actions*”) solely against Buyer, Transferred Employees (not including physicians, pharmacists and other independent contractors) or counterparties to specifically assumed 365 Contracts and Real Property Leases as to a particular location that are Transferred Assets.

**CARVE OUTS**-Additional Retained Assets

For the avoidance of doubt and notwithstanding, the above listed items 1-7, or any provision of the Asset Purchase Agreement, the Transferred Assets otherwise included in the Non-Houston Asset Package WILL NOT INCLUDE:

1. Accounts Receivable of the Operating Sellers listed above.
2. Deposits for Utilities, taxes and insurance.

**EXHIBIT "A" to NON-HOUSTON ASSET PACKAGE**

**List of Desired 365 Contracts and Real Property Leases included in Non-Houston Asset Package**

*[See Attached.]*

Desired 365 Contracts (Non-Houston Package)

Amarillo

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
A.G.E Advanced Geriatric Experts Pharmacy Consulting, PLLC	NEC Amarillo Emergency Center, LP	Consultant Pharmacist Service Agreement	3/1/2018	1 year	02/28/19
BSA Hospital, LLC d/b/a Baptist St. Anthony's Health System Laboratory	NEC Amarillo Emergency Center, LP	Laboratory Services Agreement	4/17/2017	1 year	4/16/2019
Clinical Diagnostic Solutions, Inc.	NEC Amarillo Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	7/14/2017	1 year	7/13/2018
DataVox, Inc.	NEC Amarillo Emergency Center, LP	1116578 Toshiba Phone System	01/07/16	48 months	01/07/20
Medicus Laboratory Information Systems	NEC Amarillo Emergency Center, LP	Annual Software Support Agreement	2/27/2018	1 year	2/26/2019
Omicell, Inc.	NEC Amarillo Emergency Center, LP	Quote - 43921	6/1/2018	12 months	5/31/2019
Pashmak, LLC	NEC Amarillo Emergency Center, LP	Lease Agreement	4/21/2015	12 years	2/28/2028
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Amarillo Emergency Center, LP	Presido End User Agreement	11/27/2017	36 months	11/26/20
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/16/2018	7 years	1/15/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	1/11/2018	7 years	1/10/2025
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
Wells Fargo Equipment Finance, Inc.	Neighbors Legacy Holdings, Inc.	001-0459248-106 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	01/13/16	60 months	01/13/21
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)  
Beaumont

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0007 M7, 15" iClear, SSP, Used CT Lightspeed Scanner, (2) GS Proteus XRA 65 KW, GS LS 16 used Tube, V10-4s Ultrasonic Transducer, DPM CS, 32 chan, 72 hr dis	05/01/15	60 months	05/01/20
Clinical Diagnostic Solutions, Inc.	NEC Beaumont Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
DataVox, Inc.	NEC Beaumont Emergency Center, LP	011-1003908-000 Toshiba Phone System	10/23/14	48 months	10/23/18
Medicus Laboratory Information Systems	NEC Beaumont Emergency Center, LP	Annual Software Support Agreement	6/17/2018	1 year	6/16/2019
Multiplan, Inc	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19
NEC Beaumont Asset Holdings, LLC	NEC Beaumont Emergency Center, LP	Commercial Lease	11/1/2013	10 years	10/31/2024
Omnicell, Inc.	NEC Beaumont Emergency Center, LP	Quote - 43891	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Beaumont Emergency Center, LP	Presidio End User Agreement	12/8/2017	36 months	12/07/20
Siggi Raizada	NEC Beaumont Emergency Center, LP	Consultant Pharmacist Service Agreement	11/1/2014	Until terminated	Until terminated
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)  
Brownsville

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	0619-0002 System Multix Fusion wi-D YMAT, Somatom Scope, Acuson P300 Ultrasound System	05/01/16	60 months	05/01/21
Clinical Diagnostic Solutions, Inc.	NEC Brownsville Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	3/21/2018	1 year	3/20/2019
DataVox, Inc.	NEC Brownsville Emergency Center, LP	012-1134456-000 Toshiba Telephone System	03/10/16	48 months	03/10/20
Gorgee, LLC	NEC Brownsville Emergency Center, LP	Lease Agreement	4/21/2015	12 years	3/31/2028
Medicus Laboratory Information Systems	NEC Brownsville Emergency Center, LP	Annual Software Support Agreement	3/23/2018	1 year	3/22/2019
Omnicell, Inc.	NEC Brownsville Emergency Center, LP	Quote - 43923	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value, Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Brownsville Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	3/21/2018	7 years	3/20/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	3/21/2018	7 years	3/20/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGTRGU - Acuson NX3 Service Quote Nr: 1-L320QX Rev 3 Service Agreement - Performance Private Plan V2	6/7/2019	7 years	6/6/2026
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-AZ17HN - Acuson NX3 Ultrasound	6/7/2016	36 months	6/6/2019
Thomas Garza	NEC Brownsville Emergency Center, LP	Consultant Pharmacist Service Agreement	3/23/2016	Until terminated	Until terminated
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)

Eastside

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Clinical Diagnostic Solutions, Inc.	NEC Eastside Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
DataVox, Inc.	NEC Eastside Emergency Center, LP d/b/a NEC Edgemere Emergency Center	1095178 Toshiba Telephone System	10/26/15	48 months	10/26/19
Melissa Carrillo	NEC Eastside Emergency Center, LP, d/b/a NEC Edgemere Emergency Center, LP	Consultant Pharmacist Service Agreement	11/21/2015	Until terminated	Until terminated
OC Paso, LLC	NEC Eastside Emergency Center, LP	Lease Agreement	2/10/2015	12 years	11/30/2027
Omnicell, Inc.	NEC Eastside Emergency Center, LP	Quote - 43898	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Eastside Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	2/13/2018	7 years	2/12/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	1/8/2018	7 years	1/7/2025
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	10/15/2015	5 years	10/14/20
Wells Fargo Equipment Finance, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	001-459248-104 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	12/02/15	60 months	12/02/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)

Harlingen

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0005 Optima CT520, 25 KAIC X-Ray, M7 Ultrasound System	06/01/16	60 months	06/01/21
Clinical Diagnostic Solutions, Inc.	NEC Harlingen Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	5/1/2018	1 year	4/30/2019
DataVox, Inc.	NEC Harlingen Emergency Center, LP	016-1116581-000 Toshiba Telephone System	01/07/16	48 months	01/07/20
Medicus Laboratory Information Systems	NEC Harlingen Emergency Center, LP	Annual Software Support Agreement	2/27/2018	1 year	2/26/2019
Omnicell, Inc.	NEC Harlingen Emergency Center, LP	Quote - 29332	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Harlingen Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
Phoenix HAR Investments, LLC	NEC Harlingen Emergency Center, LP	Lease Agreement	4/21/2015	12 years	1/31/2028
Thomas Garza	NEC Harlingen Emergency Center, LP	Consultant Pharmacist Service Agreement	1/25/2016	Until terminated	Until terminated
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)

McAllen

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0003 System Multix Fusion wi-D YMAT, Somatom Scope, P300 Ultrasound System	05/01/16	60 months	05/01/21
Clinical Diagnostic Solutions, Inc.	NEC McAllen Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	4/4/2018	1 year	4/3/2019
DataVox, Inc.	NEC McAllen Emergency Center, LP	025-1134469-000 Toshiba Telephone System	03/10/16	48 months	03/10/20
Diego Garza	NEC McAllen Emergency Center, LP	Consultant Pharmacist Service Agreement	4/4/2016	Until terminated	Until terminated
George Martinovich as Trustee of the 2000 George Martinovich Living Trust, UDT dated February 4, 2000	NEC McAllen Emergency Center, LP	Lease Agreement	4/21/2015	12 years	4/30/2028
Medicus Laboratory Information Systems	NEC McAllen Emergency Center, LP	Annual Software Support Agreement	4/5/2018	1 year	4/4/2019
Omnicell, Inc.	NEC McAllen Emergency Center, LP	Quote - 43294	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC McAllen Emergency Center, LP	Presido End User Agreement	1/2/2018	36 months	01/01/21
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-AZ17N9 - Acuson NX3 Ultrasound	6/6/2016	36 months	6/5/2019
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	4/8/2018	7 years	4/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	3/23/2018	7 years	3/22/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGTRGU - Acuson NX3 Service Quote Nr: 1-L320QX Rev 3 Service Agreement - Performance Private Plan V2	6/6/2019	7 years	6/5/2026
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)

Midland

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Clinical Diagnostic Solutions, Inc.	NEC Midland Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	11/7/2017	1 year	11/7/2018
DataVox, Inc.	NEC Midland Emergency Center, LP	025-1077636-000 Toshiba Telephone System	08/08/15	48 months	08/08/19
Ector Country Hospital District d/b/a Medical Center Hospital	NEC Midland Emergency Center, LP d/b/a Neighbors Emergency Center	Laboratory Services Agreement	9/1/2017	1 year	08/31/18
Midland County Hospital District d/b/a Midland Memorial Hospital	NEC Midland Emergency Center, LP	Laboratory Services Agreement	9/1/2015	1 year	08/31/18
Nathaniel Ehni	NEC Midland Emergency Center, LP	Consultant Pharmacist Service Agreement	9/5/2015	Until terminated	Until terminated
Omniceil, Inc.	NEC Midland Emergency Center, LP	Quote - 43896	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Midland Emergency Center, LP	Presido End User Agreement	11/14/2017	36 months	11/13/20
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	3/1/2018	7 years	2/28/2025
Spirit MTA REIT, L.P.	NEC Midland Emergency Center, LP	Lease Agreement	11/20/2014	12 years	09/30/27
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	8/11/2015	5 years	08/10/20
Wells Fargo Equipment Finance, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	001-0459248-101 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	09/21/15	60 months	09/21/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)

Mueller

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Andrew Himsel	NEC Mueller Emergency Center, LP	Consultant Pharmacist Service Agreement	7/1/2015	Until terminated	Until terminated
Austin Mueller MD, LLC	NEC Mueller Emergency Center, LP f/k/a Mueller Emergency Center, LLC	Medical Office Lease	8/30/2013	10 years	11/30/2024
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc .f/k/a Neighbors Health System, Inc.	00529-0002 Refurbished 16 Slice GE LightSpeed, Del Medical U- arm, Medical Equipment	06/01/14	60 months	06/01/19
Clinical Diagnostic Solutions, Inc.	NEC Mueller Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
DataVox, Inc.	NEC Mueller Emergency Center, LP	1003906 Toshiba Telephone System	10/23/14	48 months	10/23/2018
Medicus Laboratory Information Systems	NEC Mueller Emergency Center, LP	Annual Software Support Agreement	7/28/2018	1 year	7/27/2019
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19
Omicell, Inc.	NEC Mueller Emergency Center, LP	Quote - 438960	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Mueller Emergency Center, LP	Presidio End User Agreement	12/8/2017	36 months	12/7/2020
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)

Odessa

Vendor/Lessor		Agreement Name or No.	Effective Date	Term	Ending Date
Cecilia Brown	NEC Odessa Emergency Center, LP	Lease Agreement	2/10/2015	12 years	12/31/2027
Clinical Diagnostic Solutions, Inc.	NEC Odessa Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
DataVox, Inc.	NEC Odessa Emergency Center, LP	010-1095182-000 Toshiba Telephone System	10/26/15	48 months	10/26/19
Medicus Laboratory Information Systems	NEC Odessa Emergency Center, LP	Annual Software Support Agreement	12/17/2017	1 year	12/16/2018
Nathaniel Ehni	NEC Odessa Emergency Center, LP	Consultant Pharmacist Service Agreement	12/19/2015	Until terminated	Until terminated
Omnicell, Inc.	NEC Odessa Emergency Center, LP	Quote - 43897	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Odessa Emergency Center, LP	Presido End User Agreement	11/14/2017	36 months	11/13/20
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	1/8/2018	7 years	1/7/2025
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	10/15/2015	5 years	10/14/20
Wells Fargo Equipment Finance, Inc.	Neighbors Legacy Holdings, Inc.	459248-103 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	12/02/15	60 months	12/02/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)

Paris

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Clinical Diagnostic Solutions, Inc.	NEC Paris Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	6/1/2018	1 year	5/31/2019
NEC Central Texas Healthcare Management, LLC	NEC Paris Emergency Center, LP	Management and Administrative Services Agreement	9/15/2017	Until terminated	Until terminated
Neighbors Health, LLC	NEC Paris Emergency Center, LP	Amended and Restated Management and Administrative Services Agreement	5/13/2016	Until terminated	Until terminated
Omnicell, Inc.	NEC Paris Emergency Center, LP	Quote - 43933	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Paris Emergency Center, LP	Presido End User Agreement	10/30/2017	36 months	10/29/20
RKMS Paris LLC	NEC Paris Emergency Center, LP	Lease Agreement	5/31/2016	12 years	4/30/2029
Siemens Financial Services, Inc.	NEC Paris Emergency Center, LP	Master Equipment Lease Agreement dated 6/14/17	N/A	N/A	N/A
Siemens Financial Services, Inc.	NEC Paris Emergency Center, LP	36518-54082 (1) Multix Fusion wireless detector	06/15/17	60 months	06/15/22
Siemens Financial Services, Inc.	NEC Paris Emergency Center, LP	36517-54081 (1) Acuson NX 3 Ultrasound System	06/15/17	60 months	06/15/22
Siemens Financial Services, Inc.	NEC Paris Emergency Center, LP	36516-54080 (1) Somatom Scope (16-slice)	06/15/17	60 months	06/15/22
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-DCKNIM- Multix Fusion	12/28/2016	24 months	12/27/2018
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-DD6OCU- Acuson NX3	7/18/2017	36 months	7/17/2020
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	12/28/2018	7 years	12/27/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	6/27/2018	7 years	6/26/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGTRGU - Acuson NX3 Service Quote Nr: 1-L320QX Rev 3 Service Agreement - Performance Private Plan V2	7/18/2020	7 years	7/17/2027
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/07/16	5 years	12/06/21
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Desired 365 Contracts (Non-Houston Package)

Port Arthur

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
BDJB Leasing of Canon Falls, LLC	NEC Port Arthur Emergency Center, LP	Lease Agreement	2/10/2015	12 years	11/30/2027
Clinical Diagnostic Solutions, Inc.	NEC Port Arthur Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
DataVox, Inc.	NEC Port Arthur Emergency Center, LP	012-1095190-000 Toshiba Telephone System	10/26/15	48 months	10/26/19
Medicus Laboratory Information Systems	NEC Port Arthur Emergency Center, LP	Annual Software Support Agreement	11/18/2017	1 year	11/17/2018
Omicell, Inc.	NEC Port Arthur Emergency Center, LP	Quote - 43900	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Port Arthur Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	1/8/2018	7 years	1/7/2025
Siggi Raizada	NEC Port Arthur Emergency Center, LP	Consultant Pharmacist Service Agreement	11/21/2015	Until terminated	Until terminated
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	10/15/2015	5 years	10/14/20
Wells Fargo Equipment Finance, Inc	Neighbors Legacy Holdings, Inc.	001-0459248-102 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	12/02/15	60 months	12/02/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

**Desired 365 Contracts (Non-Houston Package)  
Texarkana**

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0009 System Multix Fusion wi-D YMAT, Somatom Scope, P300 Ultrasound System	09/01/16	60 months	09/01/21
DataVox, Inc.	NEC Texarkana Emergency Center, LP	016-1145322-000 Toshiba Telephone System	04/20/16	48 months	04/20/20
David L. Osborn, Trustee of the Margaret M. Nobmann Family Trust, a California trust	NEC Texarkana Emergency Center, LP	Lease Agreement	7/23/2015	12 years	7/31/2028
LaSandra Winters	NEC Texarkana Emergency Center, LP	Consultant Pharmacist Service Agreement	6/28/2016	Until terminated	Until terminated
Medicus Laboratory Information Systems	NEC Texarkana Emergency Center, LP	Annual Software Support Agreement	6/28/2018	1 year	6/27/2019
Omicell, Inc.	NEC Texarkana Emergency Center, LP	Quote - 43925	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Texarkana Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-DD6B60 - Acuson NX3 Ultrasound System	7/21/2016	36 months	7/20/2019
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	6/10/2018	7 years	6/9/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1- L3QHPC Rev 2 Service Agreement : Gold contract	6/3/2018	7 years	6/2/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGTRGU - Acuson NX3 Service Quote Nr: 1-L320QX Rev 3 Service Agreement - Performance Private Plan V2	7/21/2019	7 years	7/20/2026
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

### **Schedule 3.05**

#### **Seller's Finders' Fees**

Neighbors Global Holdings, LLC and Neighbors Legacy Holdings, Inc., collectively with its direct and indirect subsidiaries, have engaged Houlihan Lokey to provide investment banking services in connection with the Transactions.

**Schedule 3.06**

**365 Contracts**

[See attached.]

## Attachment to Schedule 3.06

## 365 Contracts (Baytown)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20	06/11/18	28	Operations
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21	06/11/18	34	Operations
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen and/or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18	06/11/18	5	Operations
Ansari Family Limited Partnership	NEC Baytown Asset Holdings, LLC	Lease Agreement	3/1/2013	10 years	2/28/2023	6/11/2018	56	Facility Lease
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0004 Refurbished 2012 GE CT Scanner and 2012 Mindray Ultrasound System	08/14/14	60 months	08/14/19	06/11/18	14	Equipment Leases
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0014 DelWorks Digital Medical Radiography	09/01/16	60 months	09/01/21	06/11/18	38	Equipment Leases
BeaconMedaes, LLC	NEC Baytown Emergency Center, LP	Service Quotation: BTSBK17-0032-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18	06/11/18	3	Operations
Clear Channel Outdoor	Neighbors Health, LLC and NEC Baytown Emergency Center, LP	Contract # 9947588	3/12/2018	13 weeks- 4 week campaigns	3/11/2019	06/11/18	9	Marketing
Clinical Diagnostic Solutions, Inc.	NEC Baytown Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	5/1/2018	1 year	4/30/2019	06/11/18	10	Clinical
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/8/2016	36 months	7/7/2019	06/11/18	12	IT
DataVox, Inc.	NEC Baytown Emergency Center, LP f/k/a Baytown Emergency Center, LLC	015-0746135-000 Toshiba Phone System	01/25/12	48 months	01/25/16	06/11/18	Month to Month	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262050 (2) Xerox WC 3655, (1) Xerox WC6655, (1) Xerox Phaser 3325, (1) Xerox Phaser 3320 (2) 097s40625	11/14/15	63 months	02/14/21	06/11/18	32	Equipment Leases
Frontier Utilities	NEC Baytown Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	5/3/2016	5 years	05/03/21	06/11/18	34	Operations
Gilbreath & Company KEM Texas Ltd ("KEM Advertising")	NEC Baytown Emergency Center, LP Neighbors Health, LLC	Outdoor Advertising Contract Contract # C296555	8/20/2017 7/5/2017	12 months 13- 4 week campaigns	8/19/2018 7/3/2018	06/11/18 06/11/18	2 0	Marketing Marketing
Medicus Laboratory Information Systems	NEC Baytown Emergency Center, LP	Annual Software Support Agreement	7/16/2017	1 year	7/15/2018	06/11/18	1	Clinical
Medicus Laboratory Information Systems	NEC Baytown Emergency Center, LP	Annual Software Support Agreement	7/16/2018	1 year	7/15/2019	06/11/18	13	Clinical
Megan Anderson	NEC Baytown Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Multipian, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is an assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM
NEC Baytown Asset Holdings, LLC	NEC Baytown Emergency Center, LP	Commercial Lease	10/17/2012	10 years	8/31/2022	06/11/18	50	Facility Lease
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020	06/11/18	24	Radiology
Omnicell, Inc.	NEC Baytown Emergency Center, LP	Quote - 43885	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Outfront Media	NEC Baytown Emergency Center, LP	Contract # 2550114	3/26/2018	13- 4 week campaigns	3/24/2019	06/11/18	9	Marketing
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Baytown Emergency Center, LP	Presidio End User Agreement	12/8/2017	36 months	12/07/20	06/11/18	29	NPM

## Attachment to Schedule 3.06

## 365 Contracts (Baytown)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
ProStar Services, Inc. d/b/a Parks Coffee	NEC Baytown Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 23010 Brand/Model/Serial: Keurig, B-150, M0057981	11/14/2014	1 year	11/13/18	06/11/18	5	Operations
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22	06/11/18	54	Operations
Roshal Imaging Services, Inc.	NEC Baytown Emergency Center, LP	Professional Services Agreement	7/15/2014	3 years	7/15/2018	06/11/18	1	Radiology
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019	06/11/18	10	Marketing
Stericycle, Inc.	Neighbors Health, LLC	Multi-Site Service Agreement	4/1/2017	36 months	03/31/20	06/11/18	21	Operations
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
Universal Hospital Services, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	Agreement # UHS -09926 Master Services Agreement	9/1/2014	Until 08/31/2018	8/31/2018	06/11/18	2	Operations
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18	06/11/18	2	Clinical
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018	06/11/18	3	IT
Waste Management, Inc.	NEC Baytown Emergency Center, LP d/b/a Neighbors Emergency Center	Service Agreement WM Agreement # S0004878902 Customer Acct # 791-111901	8/11/2014	3 Years	08/10/20	06/11/18	25	Operations
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated	06/11/18	Until terminated	Radiology
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology
Wolters Kluwer Clinical Drug Information, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Wolters Kluwer Clinical Drug Information Software License Agreement	6/15/2015	3 years	6/14/2018	06/11/18	0	Clinical

Attachment to Schedule 3.06  
365 Contracts (Bellaire)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20	06/11/18	28	Operations
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21	06/11/18	34	Operations
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen and/or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18	06/11/18	5	Operations
AT&T	Neighbors Health, LLC	Phone Services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019	06/11/18	15	IT
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0012 Proteus XR Radiographic & Optima	01/01/17	60 months	01/01/22	06/11/18	42	Equipment Leases
BeaconMedaes, LLC	NEC Bellaire Emergency Center, LP	Service Quotation: BTSBK17-0081-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18	06/11/18	3	Operations
Central Bank of St. Louis (formerly All Points Solution, Inc. d/b/a 3i International and TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc.)	Neighbors Global Holdings, LLC	41404494 Various IT products	07/31/16	63 months	10/31/21	06/11/18	40	Equipment Leases
CHCA West Houston, L.P. d/b/a West Houston Medical Center	NEC Bellaire Emergency Center, LP d/b/a Neighbors Emergency Center	Laboratory Services Agreement	4/3/2018	1 year	04/02/19	06/11/18	9	Clinical
Clear Channel Outdoor	Neighbors Health, LLC and NEC Bellaire Emergency Center, LP	Contract # 9947610	1/1/2018	13- 4 week campaigns	12/31/2018	06/11/18	6	Marketing
Clinical Diagnostic Solutions, Inc.	NEC Bellaire Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	8/18/2017	1 year	8/17/2018	06/11/18	2	Clinical
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/8/2016	36 months	7/7/2019	06/11/18	12	IT
CH Retail Fund 1/Houston Uptown Crossing, L.P.	NEC Bellaire Emergency Center, LP	Lease Agreement	10/1/2014	10 years	8/31/2021	06/11/18	38	Facility lease
DataVox, Inc.	NEC Bellaire Emergency Center, LP	1167618 Toshiba Phone System	07/11/16	48 months	07/11/20	06/11/18	25	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc.	NEC Bellaire Emergency Center, LP (erroneously referred to as "NEC Bellaire Emergency Clinic")	41043323 (3) WC5335PH Copier Printer Scanner Fax , (1) WC4260 Copier Printer Scanner Fax	04/15/14	60 months	04/15/19	6/11/2018	10	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	NEC Bellaire Emergency Center, LP	20156490 (1) Xerox WorkCenter 5335, (3) Xerox WorkCenter 5335	05/15/14	63 months	08/15/19	6/11/2018	14	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	NEC Bellaire Emergency Center, LP	20178971 (7) Xerox WC5335PT	01/05/15	60 months	01/04/19	6/11/2018	6	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	NEC Bellaire Emergency Center, LP	20164601 (2) WC5335 Xerox Copier Printer Scanner Fax, (1) WC7835 Color Copier Printer Scanner Fax, (1) WC4260 Copier Printer Scanner Fax	09/30/14	60 months	09/30/19	6/11/2018	15	Equipment Leases

Attachment to Schedule 3.06  
365 Contracts (Bellaire)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	NEC Bellaire Emergency Center, LP	20186043 (3) Xerox ColorQube 8700X	03/10/15	60 months	03/10/20	6/11/2018	20	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41343967 (2) Xerox 3655/XM, (1) Xerox 33215, (1) Xerox 6655/XM, (1) Xerox 3320/DNI, (1) Xerox 5335/PH	05/10/16	63 months	08/10/21	06/11/18	37	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262035 (2) Xerox WC 3655, (1) Xerox WC6655, (1) Xerox Phaser 3325, (1) Xerox Phaser 3320 (2) 097s40625	11/14/15	63 months	02/14/21	06/11/18	32	Equipment Leases
Frontier Utilities	NEC Bellaire Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q155640 Commercial (Texas) - Fixed Rate Plan	6/7/2016	5 years	06/07/21	06/11/18	35	Operations
Medicus Laboratory Information Systems	NEC Bellaire Emergency Center, LP	Annual Software Support Agreement	7/28/2017	1 year	7/28/2018	06/11/18	1	Clinical
Medicus Laboratory Information Systems	NEC Bellaire Emergency Center, LP	Annual Software Support Agreement	7/23/2017	1 year	7/22/2019	06/11/18	13	Clinical
Megan Anderson	NEC Bellaire Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020	06/11/18	24	Radiology
Omniceil, Inc.	NEC Bellaire Emergency Center, LP	Quote - 43932	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Bellaire Emergency Center, LP	Presidio End User Agreement	12/7/2017	36 months	12/06/20	06/11/18	29	NPM
ProStar Services, Inc. d/b/a Parks Coffee	NEC Bellaire Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 23009 Brand/Model/Serial: Keurig, B-150, M0071877	11/13/2014	1 year	11/12/18	06/11/18	5	Operations
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22	06/11/18	54	Operations
Republic Waste Services of Texas, Ltd	NEC Bellaire Emergency Center, LP d/b/a Neighbors Emergency Center	Agreement Number : A161355085 Account Number : 85147 Customer Service Agreement	8/4/2016	36 months	8/3/2019	06/11/18	13	Operations
Roshal Imaging Services, Inc.	NEC Bellaire Emergency Center, LP	Professional Services Agreement	11/14/2011	3 years	11/14/2018	6/11/2018	5	Radiology
Signature Financial, LLC (formerly All Points Solution, Inc. d/b/a 3i International and TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc.)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41343964 Various IT products	05/01/16	63 months	08/01/21	06/11/18	37	Equipment Leases
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019	06/11/18	10	Marketing
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
Universal Hospital Services, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	Agreement # UHS -09926 Master Services Agreement	9/1/2014	Until 08/31/2018	8/31/2018	06/11/18	2	Operations
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18	06/11/18	2	Clinical
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018	06/11/18	3	IT
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated	06/11/18	Until terminated	Radiology

Attachment to Schedule 3.06  
 365 Contracts (Bellaire)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology
Wolters Kluwer Clinical Drug Information, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Wolters Kluwer Clinical Drug Information Software License Agreement	6/15/2015	3 years	6/14/2018	06/11/18	0	Clinical

Attachment to Schedule 3.06  
365 Contracts (Crosby)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20	06/11/18	28	Operations
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21	06/11/18	34	Operations
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen and/or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18	06/11/18	5	Operations
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc fka Neighbors Health System, Inc	00529-0008 Refurbished 16 Slice GE Lightspeed, Accessories to Scanner	04/01/15	60 months	04/01/20	06/11/18	21	Equipment Leases
BeaconMedaes, LLC	NEC Crosby Emergency Center, LP	Service Quotation: BTSBK17-0045-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18	6/11/2018	3	Operations
Clear Channel Outdoor	Neighbors Health, LLC and NEC Crosby Emergency Center, LP	Contract # 9947655	12/11/2017	13- 4 week campaigns	12/10/2018	6/11/2018	5	Marketing
Clinical Diagnostic Solutions, Inc.	NEC Crosby Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	8/23/2017	1 year	8/22/2018	6/11/2018	2	Clinical
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/8/2016	36 months	7/7/2019	06/11/18	12	IT
DataVox, Inc.	NEC Crosby Emergency Center, LP	1043063 Toshiba Telephone System	03/31/15	48 months	03/31/19	6/11/2018	9	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262030 (1) Xerox WC6655XM, (2) Xerox WorkCenter 5335, (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	11/14/15	63 months	02/14/21	06/11/18	32	Equipment Leases
Frontier Utilities	NEC Crosby Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	7/5/2016	4 years and 10 months	05/03/21	6/11/2018	34	Operations
GAMMA Waste Systems, LLC	NEC Crosby Emergency Center, LP (erroneously referred to as "NEC 24-Crosby")	Service Agreement	5/7/2015	60 months	05/06/20	6/11/2018	22	Operations
Gilbreath & Company	NEC Crosby Emergency Center, LP	Outdoor Advertising Contract	1/17/2018	12 months	1/16/2019	6/11/2018	7	Marketing
KEM Texas Ltd ("KEM Advertising")	NEC Crosby Emergency Center, LP	Contract # P300646	8/7/2017	13- 4 week campaigns	8/5/2018	6/11/2018	1	Marketing
Medicus Laboratory Information Systems	NEC Crosby Emergency Center, LP	Annual Software Support Agreement	5/8/2018	1 year	5/7/2019	6/11/2018	10	Clinical
Megan Anderson	NEC Crosby Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	6/11/2018	Until terminated	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM

Attachment to Schedule 3.06  
365 Contracts (Crosby)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
NEC LBT, LLC	NEC Crosby Emergency Center, LP	Lease Agreement	4/17/2014	15 years	5/31/2030	6/11/2018	143	Facility Lease
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020	06/11/18	24	Radiology
Omniceil, Inc.	NEC Crosby Emergency Center, LP	Quote - 43985	6/1/2018	12 months	5/31/2019	6/11/2018	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Crosby Emergency Center, LP	Presidio End User Agreement	7/11/2017	36 months	07/10/20	6/11/2018	24	NPM
ProStar Services, Inc. d/b/a Parks Coffee	NEC Crosby Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 24132 Brand/Model/Serial: Keurig, B-150, M0062395	4/29/2015	1 year	04/28/19	6/11/2018	10	Operations
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22	06/11/18	54	Operations
Roshal Imaging Services, Inc.	NEC Crosby Emergency Center, LP	Professional Services Agreement	5/1/2015	3 years	4/30/2019	6/11/2018	10	Radiology
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019	06/11/18	10	Marketing
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18	06/11/18	2	Clinical
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018	06/11/18	3	IT
Waste Management, Inc.	NEC Crosby Emergency Center, LP d/b/a Crosby Emergency Center	WM Agreement # S0005798627	4/30/2015	3 Years	04/29/19	6/11/2018	10	Operations
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated	06/11/18	Until terminated	Radiology
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology
Wolters Kluwer Clinical Drug Information, Inc	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Wolters Kluwer Clinical Drug Information Software License Agreement	6/15/2015	3 years	6/14/2018	06/11/18	0	Clinical

Attachment to Schedule 3.06  
365 Contracts (Kingwood)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department	
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20	06/11/18	28	Operations	
Airgas, Inc.	Neighbors Health, LLC fka Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21	06/11/18	34	Operations	
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen and/or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18	06/11/18	5	Operations	
BeaconMedaes, LLC	NEC Kingwood Emergency Center, LP	Service Quotation: BTSBK17-0031-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18	06/11/18	3	Operations	
Clear Channel Outdoor	Neighbors Health, LLC and NEC Kingwood Emergency Center, LP	Contract for Outdoor Advertising	5/28/2018	13- 4 week campaigns	5/27/2019	06/11/18	11	Marketing	
Clinical Diagnostic Solutions, Inc.	NEC Kingwood Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	5/1/2018	1 year	4/30/2019	06/11/18	10	Clinical	
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/8/2016	36 months	7/7/2019	06/11/18	12	IT	
DataVox, Inc.	NEC Kingwood Emergency Center, LP f/k/a Kingwood Emergency Center, LLC	683837 Toshiba CIX670 Telephone System	02/12/11	48 months	02/12/15	06/11/18	Month to Month	Equipment Leases	
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41261992 (2) Xerox WC 3655, (1) Xerox WC6655, (1) Xerox Phaser 3325, (1) Xerox Phaser 3320 (2) 097s40625	11/14/15	63 months	02/14/21	06/11/18	32	Equipment Leases	
Frontier Utilities	NEC Kingwood Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	5/3/2016	5 years	05/03/21	06/11/18	34	Operations	
General Electric Capital Corporation	NEC Kingwood Emergency Center, LP f/k/a Kingwood Emergency Center, LLC	8485400-001 LightSpeed Ultra CT/Definium 5000	03/28/11	60 months	03/28/16	06/11/18	Month to month until given 90 days written notice	Equipment Leases	
Medicus Laboratory Information Systems	NEC Kingwood Emergency Center, LP	Annual Software Support Agreement	7/20/2017	1 year	7/19/2018	06/11/18	1	Clinical	
Medicus Laboratory Information Systems	NEC Kingwood Emergency Center, LP	Annual Software Support Agreement	7/20/2018	1 year	7/19/2019	06/11/18	13	Clinical	Clinical
Megan Anderson	NEC Kingwood Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical	
Multiplan, Inc.	Neighbors Physician Group, PLLC (assumed name Neighbors Emergency Center)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM	
NEC Kingwood Asset Holdings LLC	NEC Kingwood Emergency Center, LP	Commercial Lease	10/23/2012	10 years	8/31/2020	06/11/18	26	Facility Leases	
NEC Kingwood Asset Holdings LLC f/k/a S Rice, LLC	Smart Financial Credit Union f/k/a First Educators Credit Union	Lease Agreement	4/1/2003	9 years	6/30/2018	6/11/2018	0	Facility Leases	
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020	06/11/18	24	Radiology	
Omniceil, Inc.	NEC Kingwood Emergency Center, LP	Quote - 43889	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations	
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Kingwood Emergency Center, LP	Presidio End User Agreement	12/7/2017	36 months	12/06/20	06/11/18	29	NPM	

Attachment to Schedule 3.06  
365 Contracts (Kingwood)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
ProStar Services, Inc. d/b/a Parks Coffee	NEC Kingwood Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 22934 Brand/Model/Serial: Keurig, B-150, M0059308	11/20/2014	1 year	11/19/18	06/11/18	5	Operations
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22	06/11/18	54	Operations
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019	06/11/18	10	Marketing
Stericycle, Inc.	Neighbors Health, LLC	Multi-Site Service Agreement	4/1/2017	36 months	03/31/20	06/11/18	21	Operations
The Tribune d/b/a Tribune Newspapers	NEC Kingwood Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center")	N/A	5/1/2013	5 years	7/25/2018	06/11/18	1	Marketing
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
Universal Hospital Services, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	Agreement # UHS -09926 Master Services Agreement	9/1/2014	Until 08/31/2018	8/31/2018	06/11/18	2	Operations
UpToDate, Inc	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18	06/11/18	2	Clinical
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc (Formerly Known as Neighbors Health System, Inc)	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018	06/11/18	3	IT
Waste Management of Texas, Inc.	NEC Kingwood Emergency Center, LP f/k/a S Rice, LLC	WM Agreement # S0007233498 Customer Acct # 792-81499	4/7/2016	3 Years	04/06/19	06/11/18	9	Operations
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated	06/11/18	Until terminated	Radiology
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology
Wolters Kluwer Clinical Drug Information, Inc	Neighbors Legacy Holdings, Inc (f/k/a Neighbors Health System, Inc)	Wolters Kluwer Clinical Drug Information Software License Agreement	6/15/2015	3 years	6/14/2018	06/11/18	0	Clinical

Attachment to Schedule 3.06 365  
Contracts (Pasadena)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20	06/11/18	28	Operations
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21	06/11/18	34	Operations
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen and/or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18	06/11/18	5	Operations
AT&T	Neighbors Health, LLC	Phone Services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019	06/11/18	15	IT
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0005 2004 GE LightSpeed Plus 16 Slice, 2013 DelWork U-Arm Digital Radiography, 2013 Mindray M7 Portable Ultrasound	08/14/14	60 months	08/14/19	06/11/18	14	Equipment Leases
BeaconMedaes, LLC	NEC Pasadena Emergency Center, LP	Service Quotation: BTSBK17-0040-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18	06/11/18	3	Operations
Clear Channel Outdoor	Neighbors Health, LLC and NEC Pasadena Emergency Center, LP	Contract for Outdoor Advertising	4/16/2018	13 - 4 week campaigns	4/5/2019	06/11/18	9	Marketing
Clear Channel Outdoor	Neighbors Health, LLC	Contract for Outdoor Advertising	12/25/2017	13 - 4 week campaigns	12/24/2018	06/11/18	6	Marketing
Clinical Diagnostic Solutions, Inc.	NEC Pasadena Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019	06/11/18	7	Clinical
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/8/2016	36 months	7/7/2019	06/11/18	12	IT
DataVox, Inc.	NEC Orange Emergency Center, LP	1045695 Toshiba Telephone System	04/13/15	48 months	04/13/19	06/11/18	10	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262018 (2) Xerox WC 3655, (1) Xerox WC6655, (1) Xerox Phaser 3325, (1) Xerox Phaser 3320 (2) 097s40625	11/14/15	63 months	02/14/21	06/11/18	32	Equipment Leases
Fairmont Crossing, Ltd	NEC Pasadena Emergency Center, LP f/k/a Pasadena Emergency Center, LLC	Lease Agreement	8/31/2012	129 months	5/31/2023	6/11/2018	59	Facility Lease
Fairmont Crossing, Ltd	NEC Pasadena Emergency Center, LP	Lease Agreement	8/2/2013	5 years	8/2/2018	6/11/2018	1	Facility Lease
Frontier Utilities	NEC Pasadena Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	8/17/2016	4 years and 9 months	05/03/21	06/11/18	34	Operations
Frontier Utilities	NEC Pasadena Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	5/3/2016	5 years	05/03/21	06/11/18	34	Operations
GAMMA Waste Systems, LLC	NEC Pasadena Emergency Center, LP (erroneously referred to as "Pasadena Emergency Center")	Service Agreement	8/20/2013	60 months	08/19/18	06/11/18	2	Operations
Medicus Laboratory Information Systems	NEC Pasadena Emergency Center, LP	Annual Software Support Agreement	7/16/2017	1 year	7/15/2018	06/11/18	1	Clinical

Attachment to Schedule 3.06  
365 Contracts (Pasadena)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Medicus Laboratory Information Systems	NEC Pasadena Emergency Center, LP	Annual Software Support Agreement	7/16/2018	1 year	7/15/2019	06/11/18	13	Clinical
Megan Anderson	NEC Pasadena Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020	06/11/18	24	Radiology
Omnicell, Inc.	NEC Pasadena Emergency Center, LP	Quote - 43887	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Pasadena Emergency Center, LP	Presidio End User Agreement	12/11/2017	36 months	12/10/20	06/11/18	29	NPM
ProStar Services, Inc. d/b/a Parks Coffee	NEC Pasadena Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 22654 Brand/Model/Serial: Keurig, B-150, M0071231	4/29/2015	1 year	04/28/19	06/11/18	10	Operations
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22	06/11/18	54	Operations
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019	06/11/18	10	Marketing
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
Universal Hospital Services, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	Agreement # UHS -09926 Master Services Agreement	9/1/2014	Until 08/31/2018	8/31/2018	06/11/18	2	Operations
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18	06/11/18	2	Clinical
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018	06/11/18	3	IT
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated	06/11/18	Until terminated	Radiology
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology
Wolters Kluwer Clinical Drug Information, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Wolters Kluwer Clinical Drug Information Software License Agreement	6/15/2015	3 years	6/14/2018	06/11/18	0	Clinical

Attachment to Schedule 3.06  
365 Contracts (Pearland)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20	06/11/18	28	Operations
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21	06/11/18	34	Operations
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen and/or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18	06/11/18	5	Operations
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0006 2005 GE LightSpeed Plus 16 Slice, 2013 DelWork U-Arm Digital Radiography, 2013 Mindray M7 Portable Ultrasound	08/14/14	60 months	08/14/19	06/11/18	14	Equipment Leases
BeaconMedaes, LLC	NEC Pearland Emergency Center, LP	Service Quotation: BTSBK17-0083-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18	06/11/18	3	Operations
CHCA Clear Lake, LP d/b/a Clear Lake Regional Medical Center	NEC Pearland Emergency Center, LP d/b/a Neighbors Emergency Center	Patient Transfer Agreement	12/13/2017	2 years	12/12/19	06/11/18	18	Clinical
CHCA Pearland, LP d/b/a Pearland Medical Center	NEC Pearland Emergency Center, LP d/b/a Neighbors Emergency Center (erroneously referred to as "Neighbors Pearland")	Patient Transfer Agreement	1/1/2018	2 years	12/31/19	06/11/18	18	Clinical
Clinical Diagnostic Solutions, Inc.	NEC Pearland Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	5/1/2018	1 year	4/30/2019	06/11/18	10	Clinical
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/8/2016	36 months	7/7/2019	06/11/18	12	IT
DataVox, Inc.	NEC Pearland Emergency Center, LP d/b/a Neighbors Emergency Center (erroneously referred to as "Neighbors Emergency Center - Pearland")	003-0290958-000 Toshiba Telephone System	07/22/13	36 months	07/22/16	06/11/18	Month to Month	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262010 (2) Xerox WC 3655, (1) Xerox WC6655, (1) Xerox Phaser 3325, (1) Xerox Phaser 3320 (2) 097s40625	11/14/15	63 months	02/14/21	06/11/18	32	Equipment Leases
Frontier Utilities	NEC Pearland Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	5/3/2016	5 years	05/03/21	06/11/18	34	Operations
GAMMA Waste Systems, LLC	NEC Pearland Emergency Center, LP (erroneously referred to as "Pearland Emergency Center")	Service Agreement	8/20/2013	60 months	08/19/18	06/11/18	2	Operations
Medicus Laboratory Information Systems	NEC Pearland Emergency Center, LP	Annual Software Support Agreement	4/25/2018	1 year	4/24/2019	06/11/18	10	Clinical
Megan Anderson	NEC Pearland Emergency Center, LP	Consultant Pharmacist Service Agreement	10/9/2015	Until terminated	Until terminated	06/11/18	Until terminated	Clinical
Memorial Hermann Health System d/b/a Memorial Hermann Southeast Hospital	NEC Pearland Emergency Center, LP	Patient Transfer Agreement	2/15/2018	1 year	2/14/2019	06/11/18	8	Clinical
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19	06/11/18	8	NPM

Attachment to Schedule 3.06  
365 Contracts (Pearland)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
NEC Pearland Asset Holdings, LLC	NEC Pearland Emergency Center, LP	Commercial Lease	8/1/2013	10 years	7/31/2024	06/11/18	73	Facility Lease
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020	06/11/18	24	Radiology
Omniceil, Inc.	NEC Pearland Emergency Center, LP	Quote - 43886	6/1/2018	12 months	5/31/2019	06/11/18	11	Operations
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred as "Experian Health")	NEC Pearland Emergency Center, LP	Presidio End User Agreement	12/8/2017	36 months	12/07/20	06/11/18	29	NPM
ProStar Services, Inc. d/b/a Parks Coffee	NEC Pearland Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 22943 Brand/Model/Serial: Keurig, B-150, M0071850	11/6/2014	1 year	11/05/18	06/11/18	4	Operations
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22	06/11/18	54	Operations
Roshal Imaging Services, Inc.	NEC Pearland Emergency Center, LP	Professional Services Agreement	5/3/2013	3 years	5/2/2019	06/11/18	10	Radiology
SIGNAD, LTD.	NEC Pearland Emergency Center, LP	Contract # 032022R	2/28/2018	13 - 4 week campaigns	2/26/2019	06/11/18	8	Marketing
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019	06/11/18	10	Marketing
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20	06/11/18	25	Clinical
Universal Hospital Services, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	Agreement # UHS -09926 Master Services Agreement	9/1/2014	Until 08/31/2018	8/31/2018	06/11/18	2	Operations
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18	06/11/18	2	Clinical
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018	06/11/18	3	IT
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated	06/11/18	Until terminated	Radiology
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology
Wolters Kluwer Clinical Drug Information, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Wolters Kluwer Clinical Drug Information Software License Agreement	6/15/2015	3 years	6/14/2018	06/11/18	0	Clinical

Attachment to Schedule 3.06  
365 Contracts (Porter)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20	06/11/18	28	Operations
Airgas, Inc	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21	06/11/18	34	Operations
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen and/or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18	06/11/18	5	Operations
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0001 System Multix Fusion wi-D YMAT, Somatom Scope, Acuson P300 Ultrasound System	05/01/16	60 months	05/01/21	06/11/18	34	Equipment Leases
Central Bank of St. Louis (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41325204 Various IT Products	02/14/16	63 months	05/14/21	06/11/18	35	Equipment Leases
Clinical Diagnostic Solutions, Inc	NEC Porter Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	2/3/2018	1 year	2/2/2019	06/11/18	7	Clinical
DataVox, Inc	NEC Porter Emergency Center, LP	1116587 Toshiba Telephone System	01/07/16	48 months	01/07/20	06/11/18	18	Equipment Leases
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41235108 (1) Xerox 5335, (1) Xerox WC6655XM, (2) Xerox WC3655X (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	02/14/16	63 months	05/14/21	06/11/18	35	Equipment Leases
Medicus Laboratory Information Systems Megan Anderson	NEC Porter Emergency Center, LP NEC Porter Emergency Center	Annual Software Support Agreement Consultant Pharmacist Service Agreement	3/9/2018 3/12/2016	1 year Until terminated	3/8/2019 Until terminated	06/11/18 06/11/18	8 Until terminated	Clinical Clinical
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020	06/11/18	24	Radiology
Passport Health Communications, Medical Present Value Inc and Search America Inc. (Collectively referred as Experian Health)	NEC Porter Emergency Center, LP	Presidio End User Agreement	12/7/2017	36 months	12/06/20	06/11/18	29	NPM
Porter JFP, LLC	NEC Porter Emergency Center, LP	Lease Agreement	4/21/2015	12 years	3/31/2028	06/11/18	117	Facility Lease
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22	06/11/18	54	Operations
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	2/19/2018	7 years	2/18/2025	06/11/18	80	Radiology
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	2/18/2018	7 years	2/17/2025	06/11/18	80	Radiology
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	2/23/2018	7 years	2/22/2025	06/11/18	80	Radiology
SIGNAD, LTD.	NEC Porter Emergency Center, LP	Contract # 029238R	1/3/2018	13 - 4 week campaigns	1/2/2019	06/11/18	6	Marketing
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019	06/11/18	10	Marketing
Stericycle, Inc	Neighbors Health, LLC	Multi-Site Service Agreement	4/1/2017	36 months	03/31/20	06/11/18	21	Operations
The Lamar Companies	Neighbors Health, LLC and NEC Porter Emergency Center, LLC	Contract # 2699094	1/1/2018	13 - 4 week campaigns	12/30/2018	06/11/18	6	Marketing
T-System, Inc	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20	06/11/18	30	Clinical
UpToDate, Inc	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18	06/11/18	2	Clinical

Attachment to Schedule 3.06  
 365 Contracts (Porter)

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date	Today's date	Remaining Months	Department
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018	06/11/18	3	IT
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated	06/11/18	Until terminated	Radiology
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020	06/11/18	18	Radiology

Attachment to Schedule 3.06  
Amarillo

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
A.G.E Advanced Geriatric Experts Pharmacy Consulting, PLLC	NEC Amarillo Emergency Center, LP	Consultant Pharmacist Service Agreement	3/1/2018	1 year	02/28/19
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
AT&T	Neighbors Health, LLC	Phone Services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BSA Hospital, LLC d/b/a Baptist St. Anthony's Health System Laboratory	NEC Amarillo Emergency Center, LP	Laboratory Services Agreement	4/17/2017	1 year	4/16/2019
Caprock Waste and Waste Wranglers	NEC Amarillo Emergency Center, LP (erroneously referred to as "Amarillo Emergency Center")	Account # 13375 Service Agreement	1/25/2016	36 months	01/24/19
Central Bank of St. Louis (formerly All Points Solution, Inc. d/b/a 3i International and TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc.)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41300096 Various IT Products	01/14/16	63 months	04/14/21
Clinical Diagnostic Solutions, Inc.	NEC Amarillo Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	7/14/2017	1 year	7/13/2018
DataVox, Inc.	NEC Amarillo Emergency Center, LP	1116578 Toshiba Phone System	01/07/16	48 months	01/07/20
GAMMA Waste Systems, LLC	NEC Amarillo Emergency Center, LP (erroneously referred to as "NEC 24 - Amarillo")	Service Agreement	1/6/2016	60 months	01/05/20
Medicus Laboratory Information Systems	NEC Amarillo Emergency Center, LP	Annual Software Support Agreement	2/27/2018	1 year	2/26/2019
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omnicell, Inc.	NEC Amarillo Emergency Center, LP	Quote - 43921	6/1/2018	12 months	5/31/2019
Pashmak, LLC	NEC Amarillo Emergency Center, LP	Lease Agreement	4/21/2015	12 years	2/28/2028
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Amarillo Emergency Center, LP	Presido End User Agreement	11/27/2017	36 months	11/26/20

Attachment to Schedule 3.06  
Amarillo

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
ProStar Services, Inc. d/b/a Parks Coffee	NEC Amarillo Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 26386 Brand/Model/Serial: Keurig, B-150, M0019999; and Brand/Model/Serial: Bloomfield, 3 burner, 118600698572	1/19/2016	1 year	01/18/19

Attachment to Schedule 3.06  
Amarillo

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Roshal Imaging Services, Inc.	Neighbors Health, LLC	Professional Services Agreement	11/1/2017	3 years	10/30/2020
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/16/2018	7 years	1/15/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	1/11/2018	7 years	1/10/2025
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
The Lamar Companies	Neighbors Health, LLC and NEC Amarillo Emergency Center, LP	Contract # 2873001	1/1/2018	13- 4 week campaigns	12/30/2018
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
Wells Fargo Equipment Finance, Inc.	Neighbors Legacy Holdings, Inc.	001-0459248-106 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	01/13/16	60 months	01/13/21
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Attachment to Schedule 3.06  
Beaumont

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0007 M7, 15" iClear,SSP, Used CT Lightspeed Scanner, (2) GS Proteus XRA 65 KW, GS LS 16 used Tube, V10-4s Ultrasonic Transducer, DPM CS, 32 chan, 72 hr dis	05/01/15	60 months	05/01/20
BeaconMedaes, LLC	NEC Beaumont Emergency Center, LP	Service Quotation: BTSBK17-0046-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Clinical Diagnostic Solutions, Inc.	NEC Beaumont Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/18/2016	36 months	7/17/2019
DataVox, Inc.	NEC Beaumont Emergency Center, LP	011-1003908-000 Toshiba Phone System	10/23/14	48 months	10/23/18
GAMMA Waste Systems, LLC	NEC Beaumont Emergency Center, LP (incorrectly named "NEC 24 - Beaumont")	Service Agreement	11/20/2014	60 months	11/19/19
Medicus Laboratory Information Systems	NEC Beaumont Emergency Center, LP	Annual Software Support Agreement	6/17/2018	1 year	6/16/2019
Multiplan, Inc	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19
NEC Beaumont Asset Holdings, LLC	NEC Beaumont Emergency Center, LP	Commercial Lease	11/1/2013	10 years	10/31/2024
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omnicell, Inc.	NEC Beaumont Emergency Center, LP	Quote - 43891	6/1/2018	12 months	5/31/2019
Outfront Media	Neighbors Health, LLC and NEC Beaumont Emergency Center, LP	Contract # 2591098	5/28/2018	13- 4 week campaigns	5/26/2019

Attachment to Schedule 3.06  
Beaumont

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Beaumont Emergency Center, LP	Presidio End User Agreement	12/8/2017	36 months	12/07/20
ProStar Services, Inc d/b/a Parks Coffee	NEC Beaumont Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 23124 Brand/Model/Serial: Keurig, B-150, M0071213	11/26/2014	1 year	11/25/18
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Siggi Raizada	NEC Beaumont Emergency Center, LP	Consultant Pharmacist Service Agreement	11/1/2014	Until terminated	Until terminated
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Beaumont Emergency Center, LP d/b/a Neighborhood Emergency Center	Order # 7431780 Business Class Customer Service Order  Business Internet Services	8/31/2016	36 months	8/30/2019
The Lamar Companies	Neighbors Health, LLC and NEC Beaumont Emergency Center, LP	Contract # 2931723	2/12/2018	13- 4 week campaigns	2/10/2019
The Lamar Companies	Neighbors Health, LLC and NEC Beaumont Emergency Center, LP	Contract # 3012702	6/4/2018	13- 4 week campaigns	6/2/2019
The Lamar Companies	Neighbors Health, LLC and NEC Beaumont Emergency Center, LP	Contract # 2872798	10/23/2017	13- 4 week campaigns	10/21/2018
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262042 (1) Xerox WC6655XM, (2) Xerox WC3655X, (1) Xerox 3325DN, 1 Xerox Phaser 3320DNI	11/14/15	63 months	02/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20

Attachment to Schedule 3.06  
Beaumont

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
Waste Management of Texas, Inc.	NEC Beaumont Emergency Center, LP d/b/a Neighbors Emergency Center	Service Agreement WM Agreement # S0007142825 Customer Acct # 155-41373	3/16/2016	3 Years	03/15/19
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020
Wolters Kluwer Clinical Drug Information, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Wolters Kluwer Clinical Drug Information Software License Agreement	6/15/2015	3 years	6/14/2019

Attachment to Schedule 3.06  
Brownsville

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	0619-0002 System Multix Fusion wi-D YMAT, Somatom Scope, Acuson P300 Ultrasound System	05/01/16	60 months	05/01/21
BeaconMedaes, LLC	NEC Brownsville Emergency Center, LP	Service Quotation: BTSBK17-0060-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Central Bank of St. Louis (formerly All Points Solution, Inc. d/b/a 3i International and TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc.)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41325206 Various IT Products	02/14/16	63 months	05/14/21
Clinical Diagnostic Solutions, Inc.	NEC Brownsville Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	3/21/2018	1 year	3/20/2019
DataVox, Inc.	NEC Brownsville Emergency Center, LP	012-1134456-000 Toshiba Telephone System	03/10/16	48 months	03/10/20
Gorgee, LLC	NEC Brownsville Emergency Center, LP	Lease Agreement	4/21/2015	12 years	3/31/2028
Medicus Laboratory Information Systems	NEC Brownsville Emergency Center, LP	Annual Software Support Agreement	3/23/2018	1 year	3/22/2019
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omnicell, Inc.	NEC Brownsville Emergency Center, LP	Quote - 43923	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value, Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Brownsville Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20

Attachment to Schedule 3.06  
Brownsville

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
ProStar Services, Inc. d/b/a Parks Coffee	NEC Brownsville Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 26826 Brand/Model/Serial: No information available	3/26/2016	1 year	03/25/19
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Roshal Imaging Services, Inc.	Neighbors Health, LLC	Professional Services Agreement	11/1/2017	3 years	10/30/2020
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	3/21/2018	7 years	3/20/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	3/21/2018	7 years	3/20/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGTRGU - Acuson NX3 Service Quote Nr: 1-L320QX Rev 3 Service Agreement - Performance Private Plan V2	6/7/2019	7 years	6/6/2026
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-AZ17HN - Acuson NX3 Ultrasound	6/7/2016	36 months	6/6/2019
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Brownsville Emergency Center, LP	Order # 7431780 Business Class Customer Service Order  Business Class Phone and Internet Services	8/31/2016	36 months	8/30/2019
Stericycle, Inc.	Neighbors Health, LLC	Multi-Site Service Agreement	4/1/2017	36 months	03/31/20
The Lamar Companies	Neighbors Health, LLC and NEC Brownsville Emergency Center, LP	Contract # 2816751	10/16/2017	13- 4 week campaigns	10/14/2018
Thomas Garza	NEC Brownsville Emergency Center, LP	Consultant Pharmacist Service Agreement	3/23/2016	Until terminated	Until terminated

Attachment to Schedule 3.06  
Brownsville

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41325111 (1) Xerox 5335, (1) Xerox WC6655XM, (2) Xerox WC3655X (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	02/14/16	63 months	05/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Attachment to Schedule 3.06  
Eastside

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
American Linen Supply of N.M., Inc.	NEC Eastside Emergency Center, LP d/b/a Neighbors Emergency Center	Service Contract	11/27/2015	60 months	11/26/2020
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BeaconMedaes, LLC	NEC Eastside Emergency Center, LP	Service Quotation: BTSBK17-0052-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Clinical Diagnostic Solutions, Inc.	NEC Eastside Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
DataVox, Inc.	NEC Eastside Emergency Center, LP d/b/a NEC Edgemere Emergency Center	1095178 Toshiba Telephone System	10/26/15	48 months	10/26/19
EL Paso Disposal	NEC Eastside Emergency Center, LP d/b/a Neighbors Emergency Center	Service Agreement	12/3/2015	36 months	12/02/18
GAMMA Waste Systems, LLC	NEC Eastside Emergency Center, LP (erroneously referred to as "NEC 24- EL Paso - Edgemere")	Service Agreement	11/19/2015	60 months	11/18/20
Manasseh Medical Imaging	NEC Eastside Emergency Center, LP d/b/a Neighbors Emergency Center	Professional Service Agreement	2/14/2018	Until terminated	Until terminated
Melissa Carrillo	NEC Eastside Emergency Center, LP, d/b/a NEC Edgemere Emergency Center, LP	Consultant Pharmacist Service Agreement	11/21/2015	Until terminated	Until terminated
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
OC Paso, LLC	NEC Eastside Emergency Center, LP	Lease Agreement	2/10/2015	12 years	11/30/2027
Omnicell, Inc.	NEC Eastside Emergency Center, LP	Quote - 43898	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Eastside Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	2/13/2018	7 years	2/12/2025

Attachment to Schedule 3.06  
Eastside

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	1/8/2018	7 years	1/7/2025
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Eastside Emergency Center, LP (erroneously referred to as "NEC El Paso #2")	Order # 6071815 Time Warner Cable Business Class Service Agreement Internet and Video services	7/17/2015	36 months	7/16/2018
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Eastside Emergency Center, LP (erroneously referred to as "NEC El Paso #2")	Order # 6240890 Time Warner Cable Business Class Service Agreement Phone services	8/10/2015	36 months	8/9/2018
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41340271 Various IT products	09/29/15	63 months	12/29/20
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41340264 (2) Xerox WC 3655, (1) Xerox WC6655, (1) Xerox Phaser 3325, (1) Xerox Phaser 3320 (2) 097s40625	11/14/15	63 months	02/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	10/15/2015	5 years	10/14/20
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
Wells Fargo Equipment Finance, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	001-459248-104 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	12/02/15	60 months	12/02/20
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Attachment to Schedule 3.06  
Harlingen

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC fka Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0005 Optima CT520, 25 KAIC X-Ray, M7 Ultrasound System	06/01/16	60 months	06/01/21
BeaconMedaes, LLC	NEC Harlingen Emergency Center, LP	Service Quotation: BTSBK17-0058-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Central Bank of St. Louis (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41300111 Various IT Products	01/14/16	63 months	04/14/21
Clinical Diagnostic Solutions, Inc.	NEC Harlingen Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	5/1/2018	1 year	4/30/2019
DataVox, Inc.	NEC Harlingen Emergency Center, LP	016-1116581-000 Toshiba Telephone System	01/07/16	48 months	01/07/20
Frontier Utilities	NEC Harlingen Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	5/11/2016	5 years	05/03/21
GAMMA Waste Systems, LLC	NEC Harlingen Emergency Center, LP (erroneously referred to as "NEC 24-Harlingen")	Service Agreement	1/6/2016	60 months	01/05/20
Lonestar Delivery and Process	NEC Harlingen Emergency Center, LP	Contract Agreement	TBA	1 year	TBA
MediaChoice	NEC Harlingen Emergency Center, LP	Contract # P308327	1/1/2018	12 months	12/31/2018
Medicus Laboratory Information Systems	NEC Harlingen Emergency Center, LP	Annual Software Support Agreement	2/27/2018	1 year	2/26/2019
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omicell, Inc.	NEC Harlingen Emergency Center, LP	Quote - 29332	6/1/2018	12 months	5/31/2019

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Harlingen

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Harlingen Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
Phoenix HAR Investments, LLC	NEC Harlingen Emergency Center, LP	Lease Agreement	4/21/2015	12 years	1/31/2028
ProStar Services, Inc. d/b/a Parks Coffee	NEC Harlingen Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 26736 Brand/Model/Serial: Keurig, B-150, M0034374; and Brand/Model/Serial: Newco, 20:1LP3, NB00003515	1/19/2016	1 year	01/18/19
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Roshal Imaging Services, Inc.	Neighbors Health, LLC	Professional Services Agreement	11/1/2017	3 years	10/30/2020
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Harlingen Emergency Center, LP d/b/a Neighborhood Emergency Center	Order # 7431780 Business Class Customer Service Order  Business Class Phone and Internet Services	8/31/2016	36 months	8/30/2019
The Lamar Companies	Neighbors Health, LLC and NEC Harlingen Emergency Center, LLC	Contract # 2890961	1/1/2018	13- 4 week campaigns	12/30/2018
Thomas Garza	NEC Harlingen Emergency Center, LP	Consultant Pharmacist Service Agreement	1/25/2016	Until terminated	Until terminated
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41261998 (2) Xerox WC6655XM, (2) Xerox WC3655X (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	11/14/15	63 months	02/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18

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Harlingen

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Attachment to Schedule 3.06  
McAllen

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0003 System Multix Fusion wi-D YMAT, Somatom Scope, P300 Ultrasound System	05/01/16	60 months	05/01/21
BeaconMedaes, LLC	NEC McAllen Emergency Center, LP	Service Quotation: BTSBK17-0057-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Central Bank of St. Louis (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41325209 Various IT Products	02/14/16	63 months	05/14/21
Clinical Diagnostic Solutions, Inc.	NEC McAllen Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	4/4/2018	1 year	4/3/2019
DataVox, Inc.	NEC McAllen Emergency Center, LP	025-1134469-000 Toshiba Telephone System	03/10/16	48 months	03/10/20
Diego Garza	NEC McAllen Emergency Center, LP	Consultant Pharmacist Service Agreement	4/4/2016	Until terminated	Until terminated
George Martinovich as Trustee of the 2000 George Martinovich Living Trust, UDT dated February 4, 2000	NEC McAllen Emergency Center, LP	Lease Agreement	4/21/2015	12 years	4/30/2028
Medicus Laboratory Information Systems	NEC McAllen Emergency Center, LP	Annual Software Support Agreement	4/5/2018	1 year	4/4/2019
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omicell, Inc.	NEC McAllen Emergency Center, LP	Quote - 43294	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC McAllen Emergency Center, LP	Presido End User Agreement	1/2/2018	36 months	01/01/21

Attachment to Schedule 3.06  
McAllen

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
ProStar Services, Inc. d/b/a Parks Coffee	NEC McAllen Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 26928 Brand/Model/Serial: No Information available	3/30/2016	1 year	03/29/19
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Roshal Imaging Services, Inc.	Neighbors Health, LLC	Professional Services Agreement	11/1/2017	3 years	10/30/2020
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-AZ17N9 - Acuson NX3 Ultrasound	6/6/2016	36 months	6/5/2019
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	4/8/2018	7 years	4/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	3/23/2018	7 years	3/22/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGTRGU - Acuson NX3 Service Quote Nr: 1-L320QX Rev 3 Service Agreement - Performance Private Plan V2	6/6/2019	7 years	6/5/2026
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC McAllen Emergency Center, LP d/b/a Neighborhood Emergency Center	Order # 7431780 Business Class Customer Service Order  Business Class Phone and Internet Services	8/31/2016	36 months	8/30/2019
Stericycle, Inc.	Neighbors Health, LLC	Multi-Site Service Agreement	4/1/2017	36 months	03/31/20
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41325115 (1) Xerox 5335, (1) Xerox WC6655XM, (2) Xerox WC3655X (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	02/14/16	63 months	05/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-in Agreement	12/15/2015	5 years	12/14/20

Attachment to Schedule 3.06  
McAllen

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Attachment to Schedule 3.06  
Midland

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BeaconMedaes, LLC	NEC Midland Emergency Center, LP	Service Quotation: BTSBK17-0054-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Clinical Diagnostic Solutions, Inc.	NEC Midland Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	11/7/2017	1 year	11/7/2018
DataVox, Inc.	NEC Midland Emergency Center, LP	025-1077636-000 Toshiba Telephone System	08/08/15	48 months	08/08/19
Ector Country Hospital District d/b/a Medical Center Hospital	NEC Midland Emergency Center, LP d/b/a Neighbors Emergency Center	Laboratory Services Agreement	9/1/2017	1 year	08/31/18
GAMMA Waste Systems, LLC	NEC Midland Emergency Center, LP (erroneously referred to as "NEC 24-Midland")	Service Agreement	8/3/2015	60 months	08/02/20
Midland County Hospital District d/b/a Midland Memorial Hospital	NEC Midland Emergency Center, LP	Laboratory Services Agreement	9/1/2015	1 year	08/31/18
Midland Rockhounds Professional Club	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. OR Neighbors Health, LLC f/k/a Neighbors Health System, LLC (erroneously referred to as "Neighbors Health Systems")	Advertising Contract	10/1/2015	3 years	9/30/2018
Nathaniel Ehni	NEC Midland Emergency Center, LP	Consultant Pharmacist Service Agreement	9/5/2015	Until terminated	Until terminated
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omnicell, Inc.	NEC Midland Emergency Center, LP	Quote - 43896	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Midland Emergency Center, LP	Presido End User Agreement	11/14/2017	36 months	11/13/20

Attachment to Schedule 3.06  
Midland

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
ProStar Services, Inc. d/b/a Parks Coffee	NEC Midland Emergency Center, LP	Equipment Agreement & Customer Information Account: 25437 Brand/Model/Serial: Keurig, B-150, M0019560; and Brand/Model/Serial: Newco, 20:1LP3, NB00002749	9/26/2015	1 year	09/25/18
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Republic Waste Services of Texas, Ltd.	NEC Midland Emergency Center, LP d/b/a Neighbors Emergency Center	Agreement Number : A15546995 Account Number : 888-1009347 Customer Service Agreement	9/26/2015	36 months	9/25/2018
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	3/1/2018	7 years	2/28/2025
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Spirit MTA REIT, L.P.	NEC Midland Emergency Center, LP	Lease Agreement	11/20/2014	12 years	09/30/27
The Lamar Companies	Neighbors Health, LLC and NEC Midland Emergency Center, LP	Contract # 2818999	7/3/2017	13 weeks- 4 week campaigns	7/1/2018
The Lamar Companies	Neighbors Health, LLC and NEC Midland Emergency Center, LP	Contract # 2818999	7/6/2018	3 weeks- 4 week campaigns	10/7/2018
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262040 (1) Xerox WC6655XM, (2) Xerox WorkCenter 5335, (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	11/14/15	63 months	02/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	8/11/2015	5 years	08/10/20

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Midland

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
Wells Fargo Equipment Finance, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	001-0459248-101 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	09/21/15	60 months	09/21/20
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020
Windstream	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Ethernet internet bundle Proposal	8/5/2015	36 months	8/23/2018

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Mueller

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
Andrew Himsel	NEC Mueller Emergency Center, LP	Consultant Pharmacist Service Agreement	7/1/2015	Until terminated	Until terminated
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
Austin Mueller MD, LLC	NEC Mueller Emergency Center, LP f/k/a Mueller Emergency Center, LLC	Medical Office Lease	8/30/2013	10 years	11/30/2024
BBVA Compass Financial Corporation	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	00529-0002 Refurbished 16 Slice GE LightSpeed, Del Medical U-arm, Medical Equipment	06/01/14	60 months	06/01/19
BeaconMedaes, LLC	NEC Mueller Emergency Center, LP	Service Quotation: BTSBK17-0043-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	9/27/2018
Clinical Diagnostic Solutions, Inc.	NEC Mueller Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/18/2016	36 months	7/17/2019
DataVox, Inc.	NEC Mueller Emergency Center, LP	1003906 Toshiba Telephone System	10/23/14	48 months	10/23/2018
GAMMA Waste Systems, LLC	NEC Mueller Emergency Center, LP (erroenously referred to as "Neighbors Emergency Center - Mueller")	Service Agreement	11/18/2014	60 months	11/17/2019
Medicus Laboratory Information Systems	NEC Mueller Emergency Center, LP	Annual Software Support Agreement	7/28/2017	1 year	7/27/2018
Medicus Laboratory Information Systems	NEC Mueller Emergency Center, LP	Annual Software Support Agreement	7/28/2018	1 year	7/27/2019

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Mueller

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Multiplan, Inc.	Neighbors Physician Group, PLLC ("Neighbors Emergency Center" is assumed name)	MPI Participating Ancillary Agreement	2/15/2016	1 year	02/14/19
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omnicell, Inc.	NEC Mueller Emergency Center, LP	Quote - 438960	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Mueller Emergency Center, LP	Presidio End User Agreement	12/8/2017	36 months	12/7/2020
ProStar Services, Inc. d/b/a Parks Coffee	NEC Mueller Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 23011 Brand/Model/Serial: Keurig, B-150, M0059774	11/13/2014	1 year	11/12/2018
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Reagan National Advertising of Austin, Inc.	NEC Mueller Emergency Center, LP	Contract # B2303B Media Display Contract	1/29/2018	13 - 4 week campaigns	1/28/2019
Roshal Imaging Services, Inc.	NEC Mueller Emergency Center, LP	Professional Services Agreement	2/15/2017	3 years	2/14/2020
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Mueller Emergency Center, LP d/b/a Neighborhood Emergency Center	Order # 7737071 Business Class Customer Service Order Business Class Internet Services	7/20/2016	36 months	7/19/2019
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Mueller Emergency Center, LP d/b/a Neighborhood Emergency Center	Order # 7431780 Business Class Customer Service Order Business Class Phone	8/31/2016	36 months	8/30/2019
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262037 (2) Xerox WC 3655, (1) Xerox WC6655, (1) Xerox Phaser 3325, (1) Xerox Phaser 3320 (2) 097s40625	11/14/15	63 months	02/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	7/22/2015	5 years	07/21/20

Attachment to Schedule 3.06  
Mueller

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020
Wolters Kluwer Clinical Drug Information, Inc.	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Wolters Kluwer Clinical Drug Information Software License Agreement	6/15/2015	3 years	6/14/2019

Attachment to Schedule 3.06  
Odessa

Vendor/Lessor		Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BeaconMedaes, LLC	NEC Odessa Emergency Center, LP	Service Quotation: BTSBK17-0051-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Cable ONE Business Services	NEC Odessa Emergency Center, LP d/b/a Neighbors Emergency Center	Account - 2340600273101 Business Services Agreement  2 Fax lines, D3 Enterprise, D3 Statics Ips, Installation and Business News Information	8/24/2015	3 years	8/23/2018
Cecilia Brown	NEC Odessa Emergency Center, LP	Lease Agreement	2/10/2015	12 years	12/31/2027
Central Bank of St. Louis (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41261960 Various IT products	09/25/15	63 months	12/25/20
Clinical Diagnostic Solutions, Inc.	NEC Odessa Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
DataVox, Inc.	NEC Odessa Emergency Center, LP	010-1095182-000 Toshiba Telephone System	10/26/15	48 months	10/26/19
Frontier Utilities	NEC Odessa Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	5/6/2016	5 years	05/03/21
Frontier Utilities	NEC Odessa Emergency Center, LP (erroneously referred to as "Neighbors Emergency Center, LLC")	Enrollment Authorization Quote # Q146719 Commercial (Texas) - Fixed Rate Plan	5/6/2016	5 years	05/03/21
GAMMA Waste Systems, LLC	NEC Odessa Emergency Center, LP (erroneously referred to as "NEC 24 - Odessa")	Service Agreement	1/6/2016	60 months	01/05/20
Medicus Laboratory Information Systems	NEC Odessa Emergency Center, LP	Annual Software Support Agreement	12/17/2017	1 year	12/16/2018
Nathaniel Ehni	NEC Odessa Emergency Center, LP	Consultant Pharmacist Service Agreement	12/19/2015	Until terminated	Until terminated

Attachment to Schedule 3.06  
Odessa

Vendor/Lessor		Agreement Name or No.	Effective Date	Term	Ending Date
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omnicell, Inc.	NEC Odessa Emergency Center, LP	Quote - 43897	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Odessa Emergency Center, LP	Presido End User Agreement	11/14/2017	36 months	11/13/20
ProStar Services, Inc. d/b/a Parks Coffee	NEC Odessa Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 25924 Brand/Model/Serial: Keurig, B-150, M0071250; and Brand/Model/Serial: Newco, 20:1LP3, NB00003019	12/15/2015	1 year	12/14/18
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Republic Waste Services of Texas, Ltd.	NEC Odessa Emergency Center, LP d/b/a Neighbors Emergency Center	Agreement Number : A15741968 Account Number : 688-1009748 Customer Service Agreement	12/19/2015	36 months	12/18/2018
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement -Gold contract	1/8/2018	7 years	1/7/2025
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
The Lamar Companies	Neighbors Health, LLC and NEC Odessa Emergency Center, LP	Contract # 2830930	10/23/2017	13 weeks- 4 week campaigns	10/21/2018
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262033 (1) Xerox WC6655XM, (2) Xerox WC3655X (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	11/14/15	63 months	02/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	10/15/2015	5 years	10/14/20

Attachment to Schedule 3.06  
Odessa

Vendor/Lessor		Agreement Name or No.	Effective Date	Term	Ending Date
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
Wells Fargo Equipment Finance, Inc.	Neighbors Legacy Holdings, Inc.	459248-103 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	12/02/15	60 months	12/02/20
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Attachment to Schedule 3.06  
Paris

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC	NEC Paris Emergency Center, LP	Service Agreement	6/21/2017	60 months	06/20/22
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BeaconMedaes, LLC	NEC Paris Emergency Center, LP	Service Quotation: BTSBK18-0010-00 Medical Gas Preventative Plan Quote Summary	1/23/2018	1 year	01/22/19
Clinical Diagnostic Solutions, Inc.	NEC Paris Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	6/1/2018	1 year	5/31/2019
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG-7073816 Comcast Enterprise Services Sales Order Form Internet and cable services	9/1/2016	36 months	8/31/2019
DiscoverOUTDOOR.com LP	NEC Paris Emergency Center, LP	Bulletin Contract	6/1/2018	12 months	5/31/2019
Frontier Utilities	NEC Paris Emergency Center, LP d/b/a Neighbors Emergency Center	Enrollment Authorization Quote # Q213150 Commercial (Texas) - Fixed Rate Plan	12/7/2016	4 years and 6 months	06/07/21
NEC Central Texas Healthcare Management, LLC	NEC Paris Emergency Center, LP	Management and Administrative Services Agreement	9/15/2017	Until terminated	Until terminated
Neighbors Health, LLC	NEC Paris Emergency Center, LP	Amended and Restated Management and Administrative Services Agreement	5/13/2016	Until terminated	Until terminated
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omnicell, Inc.	NEC Paris Emergency Center, LP	Quote - 43933	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Paris Emergency Center, LP	Presido End User Agreement	10/30/2017	36 months	10/29/20
Primary Media	Neighbors Health, LLC and NEC Paris Emergency Center, LP	Contract for Outdoor Advertising	6/14/2018	13 - 4 week campaigns	6/12/2019

Attachment to Schedule 3.06  
Paris

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
ProStar Services, Inc. d/b/a Parks Coffee	NEC Paris Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 26386 Brand/Model/Serial: Keurig, B-150, M0152398; and Brand/Model/Serial: Bloomfield, 8572, 1114754	6/7/2017	1 year	06/06/19
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Quality Care ER Paris, LLC	NEC Paris Emergency Center, LP d/b/a Neighbors Emergency Center	Clinical Radiology Services Agreement	3/19/2018	1 year	3/19/2019
Quality Care ER Paris, LLC	NEC Paris Emergency Center, LP d/b/a Neighbors Emergency Center	Clinical Radiology Services Agreement	3/19/2018	1 year	3/19/2019
RKMS Paris LLC	NEC Paris Emergency Center, LP	Lease Agreement	5/31/2016	12 years	4/30/2029
Roshal Imaging Services, Inc.	NEC Paris Emergency Center, LP	Professional Services Agreement	6/15/2017	3 years	6/14/2020
Sanitation Solutions	NEC Paris Emergency Center, LP	Service Agreement	4/7/2017	36 months	03/22/20
Siemens Financial Services, Inc.	NEC Paris Emergency Center, LP	Master Equipment Lease Agreement dated 6/14/17	N/A	N/A	N/A
Siemens Financial Services, Inc.	NEC Paris Emergency Center, LP	36518-54082 (1) Multix Fusion wireless detector	06/15/17	60 months	06/15/22
Siemens Financial Services, Inc.	NEC Paris Emergency Center, LP	36517-54081 (1) Acuson NX 3 Ultrasound System	06/15/17	60 months	06/15/22
Siemens Financial Services, Inc.	NEC Paris Emergency Center, LP	36516-54080 (1) Somatom Scope (16-slice)	06/15/17	60 months	06/15/22
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-DCKNIM- Multix Fusion	12/28/2016	24 months	12/27/2018
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-DD6OCU- Acuson NX3	7/18/2017	36 months	7/17/2020
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	12/28/2018	7 years	12/27/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	6/27/2018	7 years	6/26/2025

Attachment to Schedule 3.06

Paris

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGTRGU - Acuson NX3 Service Quote Nr: 1-L320QX Rev 3 Service Agreement - Performance Private Plan V2	7/18/2020	7 years	7/17/2027
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Stericycle, Inc.	Neighbors Health, LLC	Multi-Site Service Agreement	4/1/2017	36 months	03/31/20
Suddenlink Business	NEC Paris Emergency Center, LP	Account no - 100-7256822-01 Commercial Service Order & Agreement  Loyalty Bundle, Business Internet Modem Rental, 5 Static IP, Unlimited Business Class Phone - 1st Line and Loyalty Bundle - Unlimited Business Class Phone -additional Line and Commercial Video Play3 Discount	12/1/2016	36 months	11/30/2019
Tracy D. Attebury	NEC Paris Emergency Center, LP	Independent Contractor Agreement	6/12/2017	1 year	06/11/19
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/07/16	5 years	12/06/21
Universal Hospital Service, Inc.	NEC Paris Emergency Center, LP	Agreement # UHS -15211 Letter of Commitment	7/1/2017	Until 08/31/2018	8/31/2018
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Attachment to Schedule 3.06  
Port Arthur

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
AT&T	Neighbors Health, LLC	Phone services Contract ID - 8550343 AT&T Fiber Broadband Bundle Express Agreement	9/28/2017	2 years	9/27/2019
BDJB Leasing of Canon Falls, LLC	NEC Port Arthur Emergency Center, LP	Lease Agreement	2/10/2015	12 years	11/30/2027
BeaconMedaes, LLC	NEC Port Arthur Emergency Center, LP	Service Quotation: BTSBK17-0082-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Clinical Diagnostic Solutions, Inc.	NEC Port Arthur Emergency Center, LP	Service Support Agreement for the Medonic Series Hematology Analyzer	1/16/2018	1 year	1/15/2019
DataVox, Inc.	NEC Port Arthur Emergency Center, LP	012-1095190-000 Toshiba Telephone System	10/26/15	48 months	10/26/19
GAMMA Waste Systems, LLC	NEC Port Arthur Emergency Center, LP (erroneously referred to as "NEC 24 - Port Arthur")	Service Agreement	8/20/2013	60 months	08/19/18
Maddison Visual Media, L.P.	NEC Port Arthur Emergency Center, LP	Outdoor Advertising Contract	9/1/2017	12 months	8/30/2018
Medicus Laboratory Information Systems	NEC Port Arthur Emergency Center, LP	Annual Software Support Agreement	11/18/2017	1 year	11/17/2018
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omicell, Inc.	NEC Port Arthur Emergency Center, LP	Quote - 43900	6/1/2018	12 months	5/31/2019
Outdoor Media Group, LLC	NEC Port Arthur Emergency Center, LP	Outdoor Advertising Space Lease Contract	6/15/2017	12 months	6/14/2019
Outfront Media	NEC Port Arthur Emergency Center, LP	Contract # 2493562	12/11/2017	13 - 4 week campaigns	12/9/2018

Attachment to Schedule 3.06  
Port Arthur

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Port Arthur Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
ProStar Services, Inc. d/b/a Parks Coffee	NEC Port Arthur Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 25924 Brand/Model/Serial: Keurig, B-150, M0079124 Brand/Model/Serial: Newco, 20:1LP3, NB00003584 W/3- Glasspots and W1-5m rack	11/13/2015	1 year	11/12/18
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	1/8/2018	7 years	1/7/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGV4GH-P300 Service Quote Nr: 1-L3MS32 Rev 2 Service Agreement - Gold contract	1/8/2018	7 years	1/7/2025
Siggi Raizada	NEC Port Arthur Emergency Center, LP	Consultant Pharmacist Service Agreement	11/21/2015	Until terminated	Until terminated
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Port Arthur Emergency Center, LP	Order # 6071816 Time Warner Cable Business Class Service Agreement  Internet and Video services	7/17/2015	36 months	7/16/2018
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	NEC Port Arthur Emergency Center, LP	Order # 6240875 Time Warner Cable Business Class Service Agreement  Business Class Phone services	8/10/2015	36 months	8/9/2018

Attachment to Schedule 3.06  
Port Arthur

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41262165 (1) Xerox WC6655XM, (2) Xerox WC3655X (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	11/14/15	63 months	02/14/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	10/15/2015	5 years	10/14/20
Unifi Equipment Finance, Inc. (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41340301 Various IT products	09/29/15	63 months	12/29/20
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
Wells Fargo Equipment Finance, Inc	Neighbors Legacy Holdings, Inc.	001-0459248-102 Siemens Medical Equipment: (1) Somatom Scope CT(1) Acuson P300 Ultra Sound System and (1) Multix Fusion - Digital X-Ray	12/02/15	60 months	12/02/20
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

Attachment to Schedule 3.06  
Texarkana

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Admiral Linen Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Rental Agreement	11/4/2015	5 years	11/03/20
Airgas, Inc.	Neighbors Health, LLC f/k/a Neighbors Health System, LLC	Strategic Accounts Sales Agreement	4/14/2016	5 years	04/13/21
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Neighbors Legacy Holdings, Inc. d/b/a Neighbors Emergency Center or Neighbors Health, LLC d/b/a Neighbors Emergency Center	Linen And/Or Uniform Rental Service Agreement	11/19/2015	36 months	11/18/18
BBVA Compass Financial Corporation	Neighbors Global Holdings, LLC	00619-0009 System Multix Fusion wi-D YMAT, Somatom Scope, P300 Ultrasound System	09/01/16	60 months	09/01/21
BeaconMedaes, LLC	NEC Texarkana Emergency Center, LP	Service Quotation: BTSBK17-0044-00 Medical Gas Preventative Plan Quote Summary	9/28/2017	1 year	09/27/18
Cable ONE Business Services	NEC Texarkana Emergency Center, LP d/b/a Neighbors Emergency Center	Account - 2345020000101 Business Services Agreement  D3 Enterprise, D3 Statics Ips, Installation and Business News Information	4/11/2016	3 years	4/10/2019
Central Bank of St. Louis (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Neighbors Global Holdings, LLC	41404518 Various IT products	07/31/16	63 months	10/31/21
Comcast Cable Communications Management, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc. d/b/a Neighbors Emergency Center	MSA ID # TX-328093-MJUNG SO ID # TX-328093-MJUNG Comcast Enterprise Services Sales Order Form Internet and cable services	7/18/2016	36 months	7/17/2019
DataVox, Inc.	NEC Texarkana Emergency Center, LP	016-1145322-000 Toshiba Telephone System	04/20/16	48 months	04/20/20
David L. Osborn, Trustee of the Margaret M. Nobmann Family Trust, a California trust	NEC Texarkana Emergency Center, LP	Lease Agreement	7/23/2015	12 years	7/31/2028
Fairway Outdoor Funding, LLC	NEC Texarkana Emergency Center, LP and Neighbors Health LLC	Media Display Order	3/26/2018	13 - 4 week campaigns	3/25/2019
LaSandra Winters	NEC Texarkana Emergency Center, LP	Consultant Pharmacist Service Agreement	6/28/2016	Until terminated	Until terminated
Medicus Laboratory Information Systems	NEC Texarkana Emergency Center, LP	Annual Software Support Agreement	6/28/2017	1 year	6/27/2018

Attachment to Schedule 3.06  
 Texarkana

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Medicus Laboratory Information Systems	NEC Texarkana Emergency Center, LP	Annual Software Support Agreement	6/28/2018	1 year	6/27/2019
Novarad Corporation	Neighbors Health, LLC	Customer License Agreement	6/23/2017	3 years	6/22/2020
Omnicell, Inc.	NEC Texarkana Emergency Center, LP	Quote - 43925	6/1/2018	12 months	5/31/2019
Passport Health Communications, Medical Present Value Inc. and Search America Inc. (collectively referred to as "Experian Health")	NEC Texarkana Emergency Center, LP	Presido End User Agreement	12/21/2017	36 months	12/20/20
ProStar Services, Inc. d/b/a Parks Coffee	NEC Texarkana Emergency Center, LP d/b/a Neighbors Emergency Center	Equipment Agreement & Customer Information Account: 27579 Brand/Model/Serial: Keurig, B-150, M0059896; and Brand/Model/Serial: Keurig, B-150, J0080557	6/22/2016	1 year	06/21/19
Protection One, a division of ADT, LLC	Neighbors Health, LLC	National Accounts Master Security Systems and Services Agreement - Multi-Location	12/18/2017	5 years	12/17/22
Reliance Mechanical Contractors	NEC Texarkana Emergency Center, LP	Preventative Maintenance Package	12/18/2017	12 months	12/17/18
Roshal Imaging Services, Inc.	NEC Texarkana Emergency Center, LP	Professional Services Agreement	7/1/2016	3 years	6/30/2019
Shipp Outdoor, LLC	NEC Texarkana Emergency Center, LP	Billboard Advertising Contract	4/1/2018	13 - 4 week campaigns	4/1/2019
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC d/b/a Neighbors Emergency Center	1-DD6B60 - Acuson NX3 Ultrasound System	7/21/2016	36 months	7/20/2019
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MHACK1 - Multix Fusion Digital Service Quote Nr: 1-L358YF Rev 2 Service Agreement: Silver Contract	6/10/2018	7 years	6/9/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MH82GE - Somatom Scope Service Quote Nr: 1-L3QHPC Rev 2 Service Agreement : Gold contract	6/3/2018	7 years	6/2/2025
Siemens Medical Solutions USA, Inc.	Neighbors Health, LLC	1-MGTRGU - Acuson NX3 Service Quote Nr: 1-L320QX Rev 3 Service Agreement - Performance Private Plan V2	7/21/2019	7 years	7/20/2026

Attachment to Schedule 3.06  
Texarkana

Vendor/Lessor	NEC Entity	Agreement Name or No.	Effective Date	Term	Ending Date
Southwest Precision Printers, LLC	Neighbors Health, LLC	Agreement	5/1/2016	2 years	5/1/2019
Stericycle, Inc.	Neighbors Health, LLC	Multi-Site Service Agreement	4/1/2017	36 months	03/31/20
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41336625 (1) Xerox WC5335, (+K104:K1062) Xerox WC3655X, (1) Xerox WC6655XM (1) Xerox 3325DN, (1) Xerox Phaser 3320DNI	05/07/16	63 months	08/07/21
T-System, Inc.	Neighbors Health, LLC	Site Opt-In Agreement	12/15/2015	5 years	12/14/20
Unifi Equipment Finance, Inc. (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	41336614 Various IT Products	05/01/16	63 months	08/01/21
UpToDate, Inc.	Neighbors Health, LLC	Contract No: 001-00-38997449	6/1/2016	1 year subscription	08/31/18
Ventus Wireless, LLC	Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc.	Managed Services Agreement 4G LTE	9/18/2015	2 years	9/17/2018
West Houston Radiology Associates, LLP	Neighbors Health, LLC d/b/a Neighbors Emergency Center	Professional Services Agreement	7/9/2017	Until terminated	Until terminated
West Physics Consulting, LLC	Neighbors Health, LLC	Physics Service Agreement	1/18/2017	3 years	1/7/2020

**Schedule 3.07(b)**

**Taxes**

Sellers have filed for extensions with the State of Texas with respect to the payment of their franchise Taxes.

## Schedule 3.08

### **Affiliate Transactions**

1. Intellectual Property License Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and Neighbors Emergency Center, LLC, dated as of January 1, 2013.
2. Commercial Lease by and between NEC Baytown Emergency Center, LP and NEC Baytown Asset Holdings, LLC, dated as of October 18, 2012.
3. Management and Administrative Services Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Baytown Asset Holdings, LLC, dated effective as of November 16, 2015.
4. Intellectual Property Sublicense Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Baytown Emergency Center, LP, dated as of January 1, 2014.
5. Business Services Subcontract by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Baytown Emergency Center, LP, and Neighbors Practice Management, LLC, dated effective as of May 1, 2014.
6. Management and Administrative Services Agreement by and between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Baytown Emergency Center, LP, dated effective as of November 16, 2015.
7. Intellectual Property Sublicense Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Bellaire Emergency Center, LP, dated as of January 1, 2013.
8. Business Services Subcontract by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Bellaire Emergency Center, LP, and Neighbors Practice Management, LLC, dated effective as of May 1, 2014.
9. Management and Administrative Services Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Bellaire Emergency Center, LP, dated effective as of November 16, 2015.
10. Intellectual Property Sublicense Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Crosby Emergency Center, LP, dated as of February 26, 2015.
11. Business Services Subcontract by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Crosby Emergency Center, LP, and Neighbors Practice Management, LLC, dated effective as of June 1, 2015.
12. Management and Administrative Services Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Crosby Emergency Center, LP, dated effective as of November 16, 2015.
13. Commercial Lease by and between NEC Kingwood Emergency Center, LP and NEC Kingwood Asset Holdings LLC, dated as of October 23, 2012.

14. Management and Administrative Services Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Kingwood Asset Holdings LLC, dated effective as of November 16, 2015.
15. Intellectual Property Sublicense Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Kingwood Emergency Center, LP, dated as of January 1, 2014.
16. Business Services Subcontract by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Kingwood Emergency Center, LP, and Neighbors Practice Management, LLC, dated effective as of May 1, 2014.
17. Management and Administrative Services Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Kingwood Emergency Center, LP, dated effective as of November 16, 2015.
18. Intellectual Property Sublicense Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Pasadena Emergency Center, LP, dated as of January 2, 2014.
19. Business Services Subcontract by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Pasadena Emergency Center, LP, and Neighbors Practice Management, LLC, dated effective as of May 1, 2014.
20. Management and Administrative Services Agreement by and between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Pasadena Emergency Center, LP, dated effective as of November 16, 2015.
21. Commercial Lease by and between NEC Pearland Emergency Center, LP and NEC Pearland Asset Holdings, LLC, dated as of August 1, 2013.
22. Management and Administrative Services Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Pearland Asset Holdings, LLC, dated effective as of November 16, 2015.
23. Intellectual Property License Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Pearland Emergency Center, LP, dated as of January 1, 2014.
24. Business Services Subcontract by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Pearland Emergency Center, LP, and Neighbors Practice Management, LLC, dated effective as of May 1, 2014.
25. Management and Administrative Services Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Pearland Emergency Center, LP, dated effective as of November 16, 2015.
26. Intellectual Property Sublicense Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Porter Emergency Center, LP, dated as of April 21, 2015.
27. Business Services Subcontract by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Porter Emergency Center, LP, and Neighbors Practice Management, LLC, dated effective as of June 1, 2015.

28. Management and Administrative Services Agreement by and between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Porter Emergency Center, LP, dated effective as of November 16, 2015.
29. Intentionally Deleted.
30. Intentionally Deleted.
31. Intentionally Deleted.
32. Intellectual Property Sublicense Agreement dated February 13, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Port Arthur Emergency Center, LP.
33. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Port Arthur Emergency Center, LP.
34. Business Services Subcontract dated June 1, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Port Arthur Emergency Center, LP, and Neighbors Practice Management, LLC.
35. Intellectual Property Sublicense Agreement dated December 3, 2014 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Midland Emergency Center, LP.
36. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Midland Emergency Center, LP.
37. Business Services Subcontract dated June 1, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Midland Emergency Center, LP, and Neighbors Practice Management, LLC.
38. Intellectual Property Sublicense Agreement dated December 3, 2014 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Odessa Emergency Center, LP.
39. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Odessa Emergency Center, LP.

40. Business Services Subcontract dated June 1, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Odessa Emergency Center, LP, and Neighbors Practice Management, LLC.
41. Intellectual Property Sublicense Agreement dated April 21, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Amarillo Emergency Center, LP.
42. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Amarillo Emergency Center, LP.
43. Business Services Subcontract dated June 1, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Amarillo Emergency Center, LP, and Neighbors Practice Management, LLC.
44. Intellectual Property Sublicense Agreement dated February 26, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Eastside Emergency Center, LP.
45. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Eastside Emergency Center, LP.
46. Business Services Subcontract dated June 1, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Eastside Emergency Center, LP, and Neighbors Practice Management, LLC.
47. Intellectual Property Sublicense Agreement dated April 21, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Brownsville Emergency Center, LP.
48. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Brownsville Emergency Center, LP.
49. Business Services Subcontract dated June 1, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Brownsville Emergency Center, LP, and Neighbors Practice Management, LLC.
50. Intellectual Property Sublicense Agreement dated August 8, 2013 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Beaumont Emergency Center, LP.

51. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Beaumont Emergency Center, LP.
52. Business Services Subcontract dated May 1, 2014 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Beaumont Emergency Center, LP, and Neighbors Practice Management, LLC.
53. Commercial Lease dated November 1, 2013 between NEC Beaumont Emergency Center, LP and NEC Beaumont Asset Holdings, LLC.
54. Intellectual Property Sublicense Agreement dated November 17, 2014 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Harlingen Emergency Center, LP.
55. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Harlingen Emergency Center, LP.
56. Business Services Subcontract dated June 1, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Harlingen Emergency Center, LP, and Neighbors Practice Management, LLC.
57. Intellectual Property Sublicense Agreement dated January 1, 2014 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Mueller Emergency Center, LP.
58. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Mueller Emergency Center, LP.
59. Business Services Subcontract dated May 1, 2014 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Mueller Emergency Center, LP, and Neighbors Practice Management, LLC.
60. Intellectual Property Sublicense Agreement dated July 6, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC Texarkana Emergency Center, LP.
61. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Texarkana Emergency Center, LP.

62. Business Services Subcontract dated July 6, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC Texarkana Emergency Center, LP, and Neighbors Practice Management, LLC.
63. Intellectual Property Sublicense Agreement dated April 21, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.) and NEC McAllen Emergency Center, LP.
64. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC McAllen Emergency Center, LP.
65. Business Services Subcontract dated June 1, 2015 between Neighbors Health System, Inc. (n/k/a Neighbors Legacy Holdings, Inc.), as Manager of NEC McAllen Emergency Center, LP, and Neighbors Practice Management, LLC.
66. Intellectual Property Sublicense Agreement dated May 12, 2016 between Neighbors Health, LLC and NEC Paris Emergency Center, LP.
67. Management and Administrative Services Agreement dated May 12, 2016 between Neighbors Health, LLC and NEC Paris Emergency Center, LP.
68. Business Services Subcontract dated May 12, 2016 between Neighbors Health, LLC, as Manager of NEC Paris Emergency Center, LP, and Neighbors Practice Management, LLC.
69. Management and Administrative Services Agreement dated November 16, 2015 between Neighbors Health System, LLC (n/k/a Neighbors Health, LLC) and NEC Beaumont Asset Holdings, LLC.

**Schedule 3.11**

**Legal Proceedings**

**Pending Litigation**

<b>Seller</b>	<b>Case</b>
NEC Bellaire Emergency Center, LP NEC Porter Emergency Center, LP	Case No. 4:17-cv-02214-ERW; Central Bank of St. Louis vs. NEC Amarillo Emergency Center, LP, NEC Bellaire Emergency Center, LP, NEC Brownsville Emergency Center, LP, NEC College Station Emergency Center, LP, NEC Harlingen Emergency Center, LP, NEC Odessa Emergency Center, LP, NEC Porter Emergency Center, LP, NEC Texarkana Emergency Center, LP, Texas City Emergency Center, LP, NEC Wichita Falls Emergency Center, LP, Neighbors Global Holdings, LLC, Neighbors Health, LLC f/k/a Neighbors Health System, LLC, Neighbors Legacy Holdings, Inc.; In the United States District Court for the Eastern District of Missouri
NEC Bellaire Emergency Center, LP	Case No. 1:17-cv-06089-JSR; Signature Financial LLC vs. Neighbors Global Holdings, LLC, NEC Lufkin Emergency Center, LP, NEC Greeley Emergency Center, LP, NEC West Warwick Emergency Center, LP, NEC Lubbock Emergency Center, LP, Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc., Neighbors Health, LLC f/k/a Neighbors Health System, LLC and NEC Bellaire Emergency Center, LP; In the United States District Court, Southern District of New York
NEC Kingwood Emergency Center, LP NEC Bellaire Emergency Center, LP	Cause No. 2017-31786; Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc., Neighbors Health, LLC f/k/a Neighbors Health System, LLC, NEC Texas City Emergency Center, LP, NEC Tyler Emergency Center, LP, NEC Eastside Emergency Center, LP, NEC Port Arthur Emergency Center, LP, NEC Kingwood Emergency Center, LP, NEC Amarillo Emergency Center, LP, NEC Harlingen Emergency Center, LP, NEC Brownsville Emergency Center, LP, NEC McAllen Emergency Center, LP, EDMG, LLC, NEC College Station Emergency Center, LP, NEC Longview Emergency Center, LP, NEC Bellaire Emergency Center, LP, NEC Wichita

	<p>Falls Emergency Center, LP, NEC Texarkana Emergency Center, LP, Neighbors Global Holdings, LLC, NEC San Angelo Emergency Center, LP, NEC Lufkin Emergency Center, LP, NEC Greeley Emergency Center, LP, NEC West Warwick Emergency Center, LP, NEC Lubbock Emergency Center, LP, Neighbors GP, LLC vs. All Points Solutions, Inc. d/b/a 3i International, EverBank Commercial Finance, Inc., Signature Financial, LLC, Susquehanna Commercial Finance, Inc., Central Bank of St. Louis, Unifi Equipment Finance, Inc. and Chris Mitchell; In the 164<sup>th</sup> Judicial District Court of Harris County, Texas</p>
Neighbors Health, LLC	<p>Cause NO. DC 18-00876; JL Parker Plumbing, Inc. v. Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Co. and RKMS Grand Prairie LLC; In the 68<sup>th</sup> Judicial District Court of Dallas County, Texas</p>
<p>NEC Beaumont Emergency Center, LP NEC Beaumont Asset Holdings, LLC</p>	<p>Cause No. D-200,749; Beaumont Emergency Physicians Associates, PLLC as 72% Majority Member Derivatively on Behalf of NEC Beaumont Emergency Center, LLC vs. Neighbors Legacy Holdings, Inc., Successor to and d/b/a Neighbors Health System, Inc., Neighbors GP, LLC, General Partner of NEC Beaumont Emergency Center, LP, NEC Beaumont Emergency Center, LP, Setul G. Patel, Dharmesh A. Patel and Paul A. Alleyne; In this 136<sup>th</sup> Judicial District Court of Jefferson County, Texas</p>
<p>NEC Port Arthur Emergency Center, LP NEC Amarillo Emergency Center, LP NEC Eastside Emergency Center, LP NEC Brownsville Emergency Center, LP NEC Harlingen Emergency Center, LP NEC Texarkana Emergency Center, LP NEC McAllen Emergency Center, LP</p>	<p>Cause No. 2017-31786; Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc., Neighbors Health, LLC f/k/a Neighbors Health System, LLC, NEC Texas City Emergency Center, LP, NEC Tyler Emergency Center, LP, NEC Eastside Emergency Center, LP, NEC Port Arthur Emergency Center, LP, NEC Kingwood Emergency Center, LP, NEC Amarillo Emergency Center, LP, NEC Harlingen Emergency Center, LP, NEC Brownsville Emergency Center, LP, NEC McAllen Emergency Center, LP, EDMG, LLC, NEC College Station Emergency Center, LP, NEC Longview Emergency Center, LP, NEC Bellaire Emergency Center, LP, NEC Wichita Falls Emergency Center, LP, NEC Texarkana</p>

	Emergency Center, LP, Neighbors Global Holdings, LLC, NEC San Angelo Emergency Center, LP, NEC Lufkin Emergency Center, LP, NEC Greeley Emergency Center, LP, NEC West Warwick Emergency Center, LP, NEC Lubbock Emergency Center, LP, Neighbors GP, LLC vs. All Points Solutions, Inc. d/b/a 3i International, EverBank Commercial Finance, Inc., Signature Financial, LLC, Susquehanna Commercial Finance, Inc., Central Bank of St. Louis, Unifi Equipment Finance, Inc. and Chris Mitchell; In the 164th Judicial District Court of Harris County, Texas
NEC Odessa Emergency Center, LP NEC Texarkana Emergency Center, LP NEC Amarillo Emergency Center, LP NEC Brownsville Emergency Center, LP NEC Harlingen Emergency Center, LP	Case No. 4:17-cv-02214-ERW; Central Bank of St. Louis vs. NEC Amarillo Emergency Center, LP, NEC Bellaire Emergency Center, LP, NEC Brownsville Emergency Center, LP, NEC College Station Emergency Center, LP, NEC Harlingen Emergency Center, LP, NEC Odessa Emergency Center, LP, NEC Porter Emergency Center, LP, NEC Texarkana Emergency Center, LP, Texas City Emergency Center, LP, NEC Wichita Falls Emergency Center, LP, Neighbors Global Holdings, LLC, Neighbors Health, LLC f/k/a Neighbors Health System, LLC, Neighbors Legacy Holdings, Inc.; In the United States District Court for the Eastern District of Missouri

**Threatened Litigation**

<b>Seller</b>	<b>Threatening Party</b>	<b>Basis of Claim</b>
NEC Baytown Emergency Center, LP	Advertising Services	Unpaid invoices
NEC Baytown Emergency Center, LP	Iron Mountain	Unpaid invoices
NEC Bellaire Emergency Center, LP	Iron Mountain	Unpaid invoices
NEC Kingwood Emergency Center, LP	The Tribune	Unpaid invoices
NEC Kingwood Emergency Center, LP	Steep Creek Media	Unpaid invoices

NEC Kingwood Emergency Center, LP	GreatAmerica Financial Services	Unpaid invoices
NEC Pasadena Emergency Center, LP	Omnicell	Unpaid invoices
NEC Porter Emergency Center, LP	Craig Anderson	Medical Malpractice

### **Schedule 3.15**

#### **Real Property**

- (a) NEC Kingwood Emergency Center, LP – see Annex 3.15(a)-1  
NEC Baytown Emergency Center, LP – see Annex 3.15(a)-2  
NEC Pearland Emergency Center, LP – see Annex 3.15(a)-3  
NEC Beaumont Emergency Center, LP – see Annex 3.15(a)-4
- (b) NEC Bellaire Emergency Center, LP – see Annex 3.15(b)-1  
NEC Crosby Emergency Center, LP – see Annex 3.15(b)-2  
NEC Porter Emergency Center, LP – see Annex 3.15(b)-3  
Intentionally Deleted – see Annex 3.15(b)-4  
NEC Pasadena Emergency Center, LP – see Annex 3.15(b)-5  
NEC Port Arthur Emergency Center, LP – see Annex 3.15(b)-6  
NEC Midland Emergency Center, LP—see Annex 3.15(b)-7  
NEC Odessa Emergency Center, LP—see Annex 3.15(b)-8  
NEC Amarillo Emergency Center, LP—see Annex 3.15(b)-9  
NEC Eastside Emergency Center, LP—see Annex 3.15(b)-10  
NEC Brownsville Emergency Center, LP—see Annex 3.15(b)-11  
NEC Harlingen Emergency Center, LP—see Annex 3.15(b)-12  
NEC Mueller Emergency Center, LP—see Annex 3.15(b)-13  
NEC Texarkana Emergency Center, LP—see Annex 3.15(b)-14  
NEC McAllen Emergency Center, LP—see Annex 3.15(b)-15  
NEC Paris Emergency Center, LP—see Annex 3.15(b)-16
- (c) None.
- (e) None.
- (f) None.
- (g) None.
- (h) None.

**Annex 3.15(a)-1**

[See attached.]

**LEGAL DESCRIPTION**

**1120 Kingwood Drive, Kingwood, Harris County, Texas 77339**

**TRACT 1**

BEING A 1.633 ACRE (71,145 SQ. FT.) TRACT OF LAND COMPRISING PART OF RESTRICTED RESERVE "B", KINGWOOD PLACE, SECTION 11, (VOL.309, PG. 70, HARRIS COUNTY MAP RECORDS) IN THE MARY OWENS SURVEY, A-611, HARRIS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN STATE FARM MUTUAL AUTOMOTIVE INSURANCE COMPANY TRACT DESCRIBED IN HARRIS COUNTY CLERK'S FILE NO. H712106. THE 1.633 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE INTERSECTION OF THE LINE COMMON TO RESTRICTED RESERVE "A" AND THE RESTRICTED RESERVE "B" IN SAID KINGWOOD PLACE, SECTION 11 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF KINGWOOD DRIVE (WIDTH VARIES) AND FROM WHICH A 1/2 INCH IRON PIPE BEARS S 87° 31' 33" W -8.29 FEET;

THENCE N 87° 31' 33" E ALONG THE LINE COMMON TO SAID KINGWOOD DRIVE (VOL. 7800, PG. 559, HARRIS COUNTY DEED RECORDS) AND SAID RESTRICTED RESERVE "B" A DISTANCE OF 235.00 FEET TO A 5/8 INCH IRON WITH CAP SET FOR THE NORTHEAST CORNER OF THIS 1.633 ACRE TRACT AND FROM WHICH A 5/8 INCH IRON ROD WITH CAP (SURVCON) BEARS N 87° 31' 33" E - 177.44 FEET (CALL 177.03 FEET);

THENCE S 02° 17' 43" E, A DISTANCE OF 302.44 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS 1.633 ACRE TRACT AND FROM WHICH A 1/2 INCH IRON ROD FOUND IN CONCRETE BEARS 0.69' S & 3.16' E;

THENCE S 87° 22' 43" W ALONG THE SOUTH LINE OF SAID RESTRICTED RESERVE "B" AND THE NORTH LINE OF THAT CERTAIN FOREST COVE COUNTY CLUB ESTATES, SECTION 4 (VOL. 138,G. 25, HCMR) A DISTANCE OF 235.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS 1.633 ACRE TRACT;

THENCE N 02° 17' 43" W ALONG THE EAST LINE OF SAID RESTRICTED RESERVE "A" AND THE WEST LINE OF SAID RESTRICTED RESERVE "B" A DISTANCE OF 303.05 FEET TO THE POINT OF BEGINNING.

**Annex 3.15(a)-2**

[See attached.]

**LEGAL DESCRIPTION**

Unit 1, BAYTOWN MEDICAL EMERGENCY COMPLEX REPLAT, (CONDOMINIUM PROJECT), FINAL PLAT, a Condominium project in the City of Baytown, Harris County, Texas, as recorded in Volume 647 Page 200, Map Records, Harris County, Texas, together with the limited common elements, and an undivided interest in and to the general common elements thereto, as fully described in and as located, delineated and defined in the Condominium Declaration for BAYTOWN MEDICAL EMERGENCY COMPLEX, together with the survey plat, by-laws and exhibits attached thereto recorded in Volume 212 Page 29, of the Condominium Records of Harris County, Texas, and Harris County Clerk's File No. 20120162971, and amended by First Amendment to Declaration and Plats filed for record in the Condominium Records dated January 15, 2013, executed by Ansara, FLP, as Declarant and under County Clerk's File No. , of the Official Public Records of Harris County, Texas and Second Amendment to Declaration and Plats Filed for record in the Condominium Records dated January 15, 2013, executed by Ansara, FLP, as Declarant and filed under County Clerk's File No. , of the Official Public Records of Harris County, Texas.



**Annex 3.15(a)-3**

[See attached.]

**LEGAL DESCRIPTION OF THE PROPERTY**

All that tract or parcel of land being more particularly described as Lot Nine (9), Block One (1), as shown on "An Amending Plat of a Replat of Pearland Town Center 142.9664 Acres of Land," a subdivision located in the City of Pearland, Brazoria County, Texas, according to the map or plat thereof, filed of record on February 1, 2008, as Document No. 2008005836, in the Official Public Records of the Office of the County Clerk of Brazoria County, Texas.

**Annex 3.15(a)-4**

[See attached.]

## Legal Description

Being that certain tract of land described as containing 1.180 acres, more or less out of the Frederick Bigner Survey, Abst. 1, Beaumont, Jefferson County, Texas as said tract is more particularly described, below:

**BEING** a 1.180 acre tract of land consisting of all that certain Patrick H. Phelan and Michael A. Phelan called 0.833 acre tract of land, more fully described and recorded in Volume 1740, Page 164 of the Deed Records of Jefferson County, Texas and all of that certain Phelan & Phelan called 0.346 acre tract of land, more fully described and recorded in Clerks File No. 2013010297 of the Official Public Records of said Jefferson County. Said 1.180 acre tract of land being situated in the Frederick Bigner Survey, Abstract No. 1, Jefferson County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron pipe found at the North corner of said 0.833 acre tract, same being the East corner of that certain Star Graphics-Eastex Fwy tract of land shown under Property I.D. No. 199700 in the Jefferson County Appraisal District and being part of that certain Sixties Fund called 1.562 acre tract of land, recorded in Volume 1654, Page 399 of said Deed Records and being in the Southwest line of U. S. Highway 69, 96 & 287 (*Eastex Fwy*) public right-of-way;

**THENCE** South 43 deg. 49 min. 37 sec. East along and with the Northeast line of said 0.833 acre tract, same being the Southwest line of said U. S. Highway 69, 96 & 287, a distance of 195.85 (called 195.53) feet to a 5/8 inch iron rod found at the Northeast corner of said 0.833 acre tract, same being the Northwest corner of that certain BB (Multi) Limited Partnership called 11.473 acre tract of land, more fully described and recorded in Clerks File No. 2002004379 of said Official Public Records;

**THENCE** South 14 deg. 45 min. 23 sec. West along and with the East line of said 0.833 acre tract, same being the West line of said 11.473 acre tract, a distance of 43.79 (called 43.82) feet to a 1/2 inch iron rod found at the Southeast corner of said 0.833 acre tract, same being the Northeast corner of said 0.346 acre tract;

**THENCE** South 15 deg. 13 min. 20 sec. West along and with the East line of said 0.346 acre tract, same being the West line of said 11.473 acre tract, a distance of 166.98 (called 166.56) feet to a 1/2 inch iron rod found at the Southeast corner of said 0.346 acre tract, same being the Northeast corner of that certain James H. Williams called 0.93 acre tract of land, more fully described and recorded in Film Code No. 105-07-0121 of said Official Public Records;

**THENCE** North 78 deg. 37 min. 45 sec. West along and with the South line of said 0.346 acre tract, same being the North line of said 0.93 acre tract, a distance of 85.87 (called 86.20) feet to a 5/8 inch iron rod found at the Southwest corner of said 0.346 acre tract, same being the Southeast corner of that certain Keith Evans Consulting LLC called 0.653 acre tract of land, more fully described and recorded in Clerks File No. 2004037248 of said Official Public Records;

**THENCE** North 08 deg. 21 min. 49 sec. East along and with the West line of said 0.346 acre tract, same being the East line of said 0.653 acre tract, a distance of 151.78 (called 151.15) feet to a 1/2 inch iron rod found at the Northwest corner of said 0.346 acre tract, same being the Northeast corner of said 0.653 acre tract and being in the South line of said 0.833 acre tract;

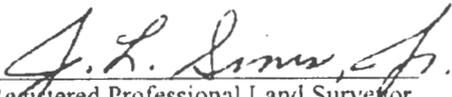
**THENCE** North 86 deg. 49 min. 47 sec. West along and with the South line of said 0.833 acre tract, same being the North line of said 0.653 acre tract, a distance of 202.04 feet to a 1/2 inch iron rod found at the Southwest corner of said 0.833 acre tract, same being the Northwest corner of said 0.653 acre tract and being in the East line of Treadway Road (public right-of-way);

THENCE North 04 deg. 08 min. 15 sec. West along and with the West line of said 0.833 acre tract, same being the East line of said Treadway Road, a distance of 92.84 (called 93.25) feet to an "x" mark set in concrete at the Northwest corner of said 0.833 acre tract, same being the Southwest corner of said Star Graphics-Eastex Fwy tract;

THENCE North 85 deg. 52 min. 44 sec. East along and with the North line of said 0.833 acre tract, same being the South line of said Star Graphics-Eastex Fwy tract, a distance of 122.12 (called 122.66) feet to a 5/8 inch iron rod with cap stamped "WORTCH SURVEYORS" set at an angle corner of said 0.833 acre tract, same being an angle corner of said Star Graphics-Eastex Fwy tract;

THENCE North 46 deg. 17 min. 15 sec. East along and with the Northwest line of said 0.833 acre tract, same being the Southeast line of said Star Graphics-Eastex Fwy tract, a distance of 94.23 (called 94.64) feet to the **PLACE OF BEGINNING**, containing 1.180 acres of land, more or less.

*(This description is based upon a survey made on the ground under my direct supervision on June 17, 2013 and is being submitted along with a survey plat showing the property and facts found as described herein. All bearings are based upon the Texas Coordinate System of 1983 (2011), Central Zone '4203' (US Survey Foot). All distances and acreages are surface with a combined adjustment factor of 1.00007 applied.)*

  
Registered Professional Land Surveyor



**Annex 3.15(b)-1**

[See attached.]

**LEGAL DESCRIPTION**

A TRACT OR PARCEL CONTAINING 1.7005 ACRES OR 74,074 SQUARE FEET OF LAND, BEING A PORTION OF UNRESTRICTED RESERVE "B" OF UPTOWN CROSSING RETAIL SECTION 1, MAP OR PLAT RECORDED UNDER FILM CODE NO. 665182 OF THE HARRIS COUNTY MAP RECORDS, SITUATED IN THE HARRY SANDERSON SURVEY, ABSTRACT NO. 725 AND THE T.W. HOUSE SURVEY, A-1044, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "BROWN & GAY" FOUND ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF SOUTH RICE AVENUE (PLATTED AS RICE AVENUE, CALLED 90' WIDE) AS RECORDED UNDER VOLUME 3, PG. 60, H.C.M.R. AND MARKING A WEST CORNER OF UNRESTRICTED RESERVE "A" OF SAID UPTOWN CROSSING RETAIL SECTION 1 AND THE MOST WESTERLY NORTHWEST CORNER OF SAID RESTRICTED RESERVE "B" AND OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE EAST R.O.W. LINE OF SAID SOUTH RICE AVENUE AND ALONG THE COMMON LINE BETWEEN SAID RESERVES "A" AND "B", NORTH 42 DEGREES 37 MINUTES 21 SECONDS EAST, A DISTANCE OF 31.11 FEET TO A 1/2 INCH IRON PIPE WITH CAP STAMPED "BROWN & GAY" FOUND MARKING AN ANGLE POINT OF SAID UNRESTRICTED RESERVE "A" AND THE MOST NORTHERLY NORTHWEST CORNER OF SAID UNRESTRICTED RESERVE "B" AND OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG SAID COMMON LINE NORTH 87 DEG. 37 MIN. 21 SEC. EAST, A DISTANCE OF 148.00 FEET TO A 1/2 INCH IRON PIPE FOUND MARKING AN ANGLE POINT OF SAID UNRESTRICTED RESERVE "A" AND THE MOST NORTHERLY NORTHEAST CORNER OF SAID UNRESTRICTED RESERVE "B" AND THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG SAID COMMON LINE, SOUTH 47 DEG. 22 MIN. 39 SEC. EAST, A DISTANCE OF 56.57 FEET TO A 1/2 INCH IRON PIPE WITH CAP STAMPED "BROWN & GAY" FOUND MARKING AN ANGLE POINT OF SAID UNRESTRICTED RESERVE "A" AND THE MOST EASTERLY NORTHEAST CORNER OF SAID UNRESTRICTED RESERVE "B" AND THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG SAID COMMON LINE, SOUTH 02 DEG. 22 MIN. 29 SEC. EAST, A DISTANCE OF 259.32 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING AN EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID UNRESTRICTED RESERVE "B", SOUTH 37 DEG. 37 MIN. 21 SEC. WEST, A DISTANCE OF 16.50 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 22 MIN. 39 SEC. EAST, A DISTANCE OF 72.80 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 37 MIN. 21 SEC. WEST, A DISTANCE OF 159.59 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

CORNER

THENCE, NORTH 02 DEG. 22 MIN. 39 SEC. WEST, A DISTANCE OF 53.99 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 36 MIN. 38 SEC. WEST, A DISTANCE OF 33.91 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET ON THE EAST R.O.W. LINE OF SAID SOUTH RICE AVENUE AND MARKING A WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE EAST R.O.W. LINE OF SAID SOUTH RICE AVENUE, NORTH 02 DEG. 22 MIN. 39 SEC. WEST, A DISTANCE OF 296.14 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 1.7005 ACRES OR 74,074 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 43604, PREPARED BY WINDROSE LAND SERVICES, INC.

**Annex 3.15(b)-2**

[See attached.]

**LEGAL DESCRIPTION OF PROPERTY**

Metes and Bounds Description

Being a 1.1956 acre (52,083 square feet) parcel of land situated in the S.T. Champney Survey, Abstract 791, Harris County, Texas and being out of and part of that certain 5.6142 acre (called) tract conveyed to Williamsburg Dove LLC, as recorded in Harris County Clerk's File No. 20120541988 of the Official Public Records of Real Property (O.P.R.R.P.), said 0.5824 acre parcel being more particularly described by metes and bounds as follows:

**COMMENCING** at a point lying on the existing east right-of-way line of FM 2100 – Crosby Lynchburg Road (100 feet wide) for the southwest corner of Unrestricted Reserve "A", Block One, Kwik Crosby – F. M. 2100, as recorded in Film Code No. 397020 of the Harris County Map Records (H.C.M.R.), same being the most westerly northwest corner of the herein described tract, from which a 1-inch iron pipe (found) bears, South 86°55'22" West, 0.53 feet;

**THENCE** South 02°54'35" East, continuing along the existing east right-of-way line of said FM 2100-Lynchburg Road and the west line of said 5.6142 acre tract, a distance of 206.00 feet to a 5/8-inch iron rod with cap stamped "Bury+Partners" (set), and being the **POINT OF BEGINNING** of the herein described tract;

Leaving said existing right-of-way line of said FM 2100-Lynchburg Road and over and across said 5.6142 acre tract the following four (4) course and distances;

- 1) **THENCE**, North 87°05'25" East, a distance of 219.25 feet to a 5/8-inch iron rod with cap stamped "Bury+Partners" (set) for an exterior corner;
- 2) **THENCE**, South 02°54'35" East, a distance of 16.20 feet to a 5/8-inch iron rod with cap stamped "Bury+Partners" (set) for an interior corner;
- 3) **THENCE**, North 87°05'25" East, a distance of 72.75 feet to a 5/8-inch iron rod with cap stamped "Bury+Partners" (set) for the most northerly northeast corner of the herein described tract;
- 4) **THENCE**, South 02°54'35" East, over and across said Williamsburg tract, a distance of 165.64 feet to a 5/8-inch iron rod with cap stamped "Bury+Partners" (set) on a point on the north line of a certain 6.0692 acre (called) tract conveyed to Salinas Real Estate Holdings, L.L.C., as recorded in Harris County Clerk's File No. X459420, O.P.R.R.P., same being the southeast corner of the herein described tract;

THENCE, South  $86^{\circ}52'12''$  West, along the north line of said 6.0692 acre (called) tract and the south line of the herein described tract, a distance of 292.01 feet to a 5/8-inch iron rod with cap stamped "Bury+Partners" (set) on the said existing east right-of-way line of FM 2100 – Crosby Lynchburg Road and being the southwest corner of the herein described tract;

THENCE, North  $02^{\circ}54'35''$  West, along the said existing east right-of-way line of FM 2100 – Crosby Lynchburg Road and the west line of the herein described tract, a distance of 182.96 feet to the **Point of Beginning** and containing a calculated area of 1.1956 acres (52,083 square feet) of land more or less.

All bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983. All distances and coordinates shown are surface.

**Annex 3.15(b)-3**

[See attached.]

**LEGAL DESCRIPTION OF PROPERTY**

COMMENCING at a 3/4 inch iron with cap found at the intersection of the South right-of-way line of Valley Ranch Crossing Drive (width varies) and the Westerly right-of-way line of U.S. Highway No. 59 (320 feet wide) for the easterly most Northeast corner of said Restricted Reserve "A";

THENCE, South 12°02'49" West, along the Westerly right-of-way line of U.S. Highway No. 59, same being the Easterly line of said Reserve "A", at 345.05 feet to a P.K. Nail found in concrete Drive for the Southeasterly corner of that certain called 1.993 acre tract recorded under Montgomery County Clerk's File No. 2011022253 and continuing a total distance of 516.55 feet to a 5/8 inch iron rod set for the Northeasterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 12°02'49" West, continuing along the Westerly right-of-way line of U.S. Highway No. 59, a distance of 124.08 feet to a 5/8 inch iron rod set for the Northeast corner of that certain called 100 square foot tract recorded under M.C.C.F. No. 2006031563 and in Cabinet Z, Sheets 1532 & 1533 M.C.M.R.;

THENCE, South 86°22'06" West, a distance of 10.00 feet to a 5/8 inch iron rod set for the Northwest corner of said called 100 square foot tract;

THENCE, South 12°02'49" West, a distance of 10.00 feet to a 5/8 inch iron rod set for the Southwest corner of said called 100 square foot tract;

THENCE, North 86°22'06" East, a distance of 10.00 feet to a 5/8 inch iron rod set in the Westerly right-of-way line of U.S. Highway No. 59, for the Southeast corner of said called 100 square foot tract;

THENCE, South 12°02'49" West, along the Westerly right-of-way line of U.S. Highway No. 59, a distance of 0.81 feet to a point for the Southeasterly corner of said Reserve "A" and the herein described tract, from which a found TxDot monument bears, N 89°19' E, 0.51 feet;

THENCE, South 86°24'12" West, along the South line of said Reserve "A", a distance of 16.31 feet to a point for corner, said point marks the Southeast corner of that certain called 0.022 acre

(Tract IV) recorded under M.C.C.F. No. 2013133617;

THENCE, North 12°02'49" East, a distance of 20.00 feet to a point for corner, said point marks the Northeast corner of said called 0.022 acre (Tract IV);

THENCE, South 86°24'12" West, a distance of 50.00 feet to a point for corner, said point marks the Northwest corner of said called 0.022 acre (Tract IV);

THENCE, South 12°02'49" West, a distance of 20.00 feet to a point in the South line of said Reserve "A" for corner, said point marks the Southwest corner of said called 0.022 acre (Tract IV);

THENCE, South 86°24'12" West, along the South line of said Reserve "A", a distance of 195.38 feet to a point for the Southwesterly corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears N 72°15' W, 0.33 feet;

THENCE, North 12°02'49" East, along the Easterly line of 60-foot wide Access and Utility easement recorded under M.C.C.F. No. 2009-025340 and 2009025341, a distance of 205.46 feet to a 5/8 inch iron rod set for the Northwest corner of the herein described tract;

THENCE, South 77°57'11" East, a distance of 252.00 feet to the POINT OF BEGINNING and containing 0.9602 acre (41,825 square feet) of land, more or less.

**Annex 3.15(b)-4**

Intentionally Deleted.

**Annex 3.15(b)-5**

[See attached.]

07/28/11  
 3.329 ACRES  
 Fabricus Reynolds Survey, A - 643  
 ANGEL GARDENS ADDITION  
 HARRIS COUNTY, TEXAS

### DESCRIPTION

Of 3.329 acres of land being all of Unrestricted Reserve "A" of Angel Gardens Addition as recorded in the Film Code No. 606268 of the Map Records of Harris County, Texas, located in the Fabricus Reynolds Survey, Abstract No. 643, Harris County, Texas and being more particularly described by metes and bounds as follows; (bearings based upon the Texas State Plane Coordinate System, South Central Zone No. 4204. (NAD 83):

**BEGINNING** at a 5/8 inch iron rod with cap (CCI) found for the northerly end of a cut back corner in the westerly right-of-way line of Center Street (100' R.O.W.), said point being the most easterly southeast corner of said Unrestricted Reserve "A";

**THENCE** South 46°22'42" West, along the west right-of-way line of said Center Street for a distance of 37.95 feet to a 5/8 inch iron rod with cap (CCI) found for the southerly end of said cut back corner, said point being in the northerly right-of-way line of Fairmont Parkway (Variable width R.O.W.) said point being the most southerly southeast corner of said Unrestricted Reserve "A";

**THENCE** South 87°00'21" West along the north right-of-way line of said Fairmont Parkway same being the south line of said Unrestricted Reserve "A" for a distance of 415.00 feet to a PK nail found for the southwest corner of said Unrestricted Reserve "A" and the southeast corner of Unrestricted Reserve "C";

**THENCE** North 02°59'39" West, along the west line of said Unrestricted Reserve "A" and the east line of said Unrestricted Reserve "C", for a distance of 248.07 feet to an "X" found in concrete for the most southerly southwest corner of Unrestricted Reserve "D" of said Angel Gardens Addition and the northwest corner of said Unrestricted Reserve "A";

**THENCE** North 87°00'21" East, along the common line of said Unrestricted Reserve "A" and said Unrestricted Reserve "D" for a distance of 289.64 feet to an "X" found in concrete corner;

**THENCE** North 10°09'40" East, along the common line of said Unrestricted Reserve "A" and said Unrestricted Reserve "D" for a distance of 149.94 feet to a 5/8 inch iron rod with cap found for corner in the south line of said Unrestricted Reserve "B";

**THENCE** North 87°08'04" East, along the common line of said Unrestricted Reserve "A" and said Unrestricted Reserve "B" for a distance of 214.93 feet to a 5/8 inch iron rod with cap (CCI) found for the northeast corner of said Unrestricted Reserve "A", same being in the west line of said Center Street;

**THENCE** along the west right-of-way line of said Center Street along a curve to the left having a central angle of 10°39'39", a radius of 2050.00 feet, an arc length of 381.44 feet, and a chord bearing and distance of South 11°25'55" West - 380.89 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 145,011 square feet or 3.329 acres of land.

WITNESS MY HAND AND SEAL THIS THE 28<sup>TH</sup> DAY OF JULY, 2011

  
 Scot Lowe  
 Registered Professional Land Surveyor No. 5007



**Annex 3.15(b)-6**

[See attached.]



**Annex 3.15(b)-7**

[See attached.]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Being the SURFACE ESTATE ONLY IN AND TO LOT SEVENTY ONE B (71B), BLOCK FIFTEEN (15), FINAL PLAT GRASSLAND ESTATES SECTION 22, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet G, Page 55, Plat Records, Midland County, Texas.



**Annex 3.15(b)-8**

[See attached.]

## LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF THE SURVEY OF AN 0.97-ACRE TRACT OF LAND OUT OF LOT 29, BLOCK 2, REPLAT OF 3.78 ACRES OUT OF GULF PARK NO. 13, BLOCK 2, SPRINGDALE ADDITION, AN ADDITION TO THE CITY OF ODESSA, AS PER PLAT OF RECORD IN CABINET "A", PAGE 145D, PLAT RECORDS, ECTOR COUNTY, TEXAS SAID 0.97-ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL FOUND IN THE WEST RIGHT OF WAY LINE OF GRANDVIEW AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH  $13^{\circ}58'32''$ E. 150.57 FEET ALONG THE WEST RIGHT OF WAY LINE OF GRANDVIEW AVENUE TO A MAG NAIL SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH  $75^{\circ}59'58''$  WEST 259.53 FEET TO A CORNER OF A TOWER SITE FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH  $13^{\circ}56'51''$  WEST 49.35 FEET ALONG THE WEST LINE OF SAID TOWER SITE TO A POINT FOR A CORNER OF THIS TRACT;

THENCE SOUTH  $76^{\circ}14'56''$  WEST 28.96 FEET ALONG THE NORTH LINE OF SAID TOWER SITE TO A POINT FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH  $14^{\circ}11'17''$  WEST 101.44 FEET TO A MAG NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH  $76^{\circ}04'13''$  EAST 288.84 FEET TO THE PLACE OF BEGINNING.

**Annex 3.15(b)-9**

[See attached.]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Lot 5, Block No. 1, Western Crossing Addition Unit No. 1, being a replat of Block 30, Second Amended Lawrence Park Unit No. 10, an Addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 3888, Page 176, of the Official Public Records of Potter County, Texas.

**Annex 3.15(b)-10**

[See attached.]

## METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 1, Block 4, Hueco Commercial Unit Six, recorded in file no. 20090083270, Real property records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing city monument at the centerline intersection of Edgemere Blvd. and Tierra Zafiro Dr. from which an existing city monument at the centerline intersection of Tierra Zafiro Dr. and Tierra Azteca Dr. bears North  $02^{\circ}23'51''$  West (North  $02^{\circ}24'06''$  West Vol. 78, Pgs. 17 & 17A) a distance of 1107.44 feet; Thence along the centerline of Edgemere Blvd. South  $89^{\circ}29'54''$  West a distance of 630.79 feet; Thence leaving said centerline North  $02^{\circ}25'07''$  West a distance of 128.65 feet to a set  $1/2''$  rebar with cap marked TX 5152 on the easterly right of way line of Joe Battle Blvd. (Loop 375) for the "TRUE POINT OF BEGINNING";

Thence along said right of way line, North  $02^{\circ}25'07''$  West a distance of 139.96 feet to a found chiseled v on concrete on the southerly line of that parcel of land described in clerks file no. 20130016266, Real Property Records of El Paso County, Texas;

Thence leaving said line, North  $87^{\circ}34'53''$  East a distance of 250.00 feet to a nail set in asphalt in the centerline of a 30' Private access easement;

Thence along said centerline, South  $02^{\circ}25'07''$  East a distance of 104.12 feet to a nail set in asphalt;

Thence along said centerline, 31.42 feet along the arc of a curve to the left which has a radius of 30.00 feet a central angel of  $60^{\circ}00'00''$  a chord which bears South  $32^{\circ}25'07''$  East a distance of 30.00 feet to a set nail in asphalt;

Thence along said centerline, South  $62^{\circ}25'07''$  East a distance of 53.13 feet to a point of curve;

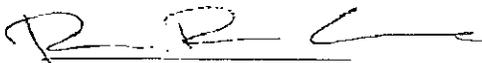
Thence along said centerline, 80.11 feet along the arc of a curve to the right which has a radius of 76.50 feet a central angel of  $60^{\circ}00'00''$  a chord which bears South  $32^{\circ}25'07''$  East a distance of 76.50 feet to a set chiseled chiseled X on concrete;

Thence along said centerline, South  $02^{\circ}25'07''$  East a distance of 2.35 feet to a chiseled X on the northerly right of way line of Edgemere Blvd.;

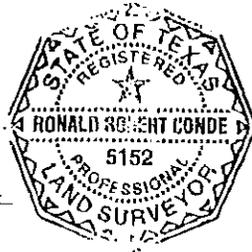
Thence along said right of way line, South  $89^{\circ}29'54''$  West a distance of 276.87 feet to a chiseled V on concrete on the easterly right of way line of Joe Battle Blvd (Loop 375);

Thence along said right of way line, North 00°31'07" West a distance of 3.61 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, North 47°30'25" West a distance of 102.61 feet to a point for the "TRUE POINT OF BEGINNING" and containing 58,665 square feet or 1.3468 acres of land more or less.



Ron R. Conde  
R.P.L.S. No. 5152



Job # 11214-18

**CONDE, INC.**  
**ENGINEERING / LAND SURVEYING / PLANNING**  
**6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283**  
**FAX (915) 592-0286**

**Annex 3.15(b)-11**

[See attached.]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

*A 0.970 Acre Tract of land out of Lot 3 of Village Center No. 7 Subdivision in the City of Brownsville, Cameron County, Texas as recorded in Cabinet 1, Slots 3316 & 3317 of the Map Records of Cameron County, Texas.*

**Annex 3.15(b)-12**

[See attached.]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

---

**Lots One (1), Two (2) and Three (3), Block Two (2), ARROYO ESTATES SUBDIVISION, in the City of Harlingen, Cameron County, Texas, according to the map or plat thereof recorded in Volume 13, Page 38, Map Records of Cameron County, Texas; SAVE AND EXCEPT a 0.032 acre tract out of Lot One (1), as conveyed to the State of Texas by instrument dated November 9, 1978, recorded in Volume 1137, Page 719, Deed Records of Cameron County, Texas.**

**Annex 3.15(b)-13**

[See attached.]

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF PROPERTY**

Lots 3, 4, & 5, Block 61 of the Muller Section VII-D Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201200222, Official Public Records of Travis County, Texas.

**Annex 3.15(b)-14**

[See attached.]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Property Description  
1.238 Acres  
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the R. G. Cannon Headright Survey, Abstract 733, Bowie County, Texas, being part of that certain tract of land described as Lot No. 1, Lavender Pasco Addition, recorded in Volume 8622, Page 217 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod (control monument), found for a corner, the Northeast Corner of the said Lot No. 1, the Northwest Corner of that certain tract of land described as 0.143 acres in the deed from City of Texarkana, Texas to Pasco Oil Co., Inc., dated July 12, 1989, recorded in Volume 1352, Page 246 of the Real Property Records of Bowie County, Texas, lying in the South right-of-way line of Interstate 30;

THENCE South 11 degrees 14 minutes 47 seconds East a distance of 50.51 feet along the East line of said Lot No. 1 and the West line of the said 0.143 acre tract, to a mag nail, found for a corner, the Southwest Corner of the said 0.143 acre tract, the Northwest Corner of that certain tract of land described as 0.449 acres in the deed from Jim Lindsey, et ux to Pasco Oil Co., Inc., dated December 27, 1983, recorded in Volume 713, Page 379 of the Deed Records of Bowie County, Texas, lying in the East line of the said Lot No. 1;

THENCE South 03 degrees 32 minutes 25 seconds East a distance of 157.59 feet along the East line of the said Lot No. 1 and the West line of the said 0.449 acre tract, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying in the East line of the said Lot No. 1 and the West line of the said 0.449 acre tract, at an angle point;

THENCE North 85 degrees 34 minutes 39 seconds East a distance of 9.13 feet along the East line of the said Lot No. 1 and the West line of the said 0.449 acre tract, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying in the East line of the said Lot No. 1 and the West line of the said 0.449 acre tract, at an angle point;

THENCE North 87 degrees 10 minutes 39 seconds East a distance of 5.90 feet along the East line of the said Lot No. 1 and the West line of the said 0.449 acre tract, to a X cut in concrete, set for a corner, lying in the East line of the said Lot No. 1 and the West line of the said 0.449 acre tract, at an angle point;

THENCE South 07 degrees 19 minutes 53 seconds East a distance of 20.29 feet along the East line of the said Lot No. 1 and the West line of the said 0.449 acre tract, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying in the East line of the said Lot No. 1 and the West line of the said 0.449 acre tract, at an angle point;

THENCE North 69 degrees 00 minutes 23 seconds West a distance of 4.37 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at the beginning of a circular curve to the left, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 8.12 feet, with a delta angle of 2 degrees 26 minutes 33 seconds, a radius of 190.50 feet, a chord bearing of North 70 degrees 13 minutes 40 seconds West, and a chord distance of 8.12 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at the end of the said circular curve;

THENCE North 71 degrees 26 minutes 57 seconds West, tangent to the said circular curve, a distance of 15.66 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at the beginning of a circular curve to the left, tangent to the said line;

THENCE in a Southwesterly direction along the arc of the said circular curve a distance of 215.31 feet, with a delta angle of 37 degrees 57 minutes 26 seconds, a radius of 325.00 feet, a chord bearing of South 89 degrees 34 minutes 20 seconds West, and a chord distance of 211.39 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at the end of the said circular curve;

THENCE North 19 degrees 55 minutes 12 seconds West a distance of 17.72 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at the beginning of a circular curve to the left, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 58.00 feet, with a delta angle of 16 degrees 36 minutes 56 seconds, a radius of 200.00 feet, a chord bearing of North 28 degrees 13 minutes 40 seconds West, and a chord distance of 57.80 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at the end of the said circular curve and at the beginning of a circular curve to the right;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 132.41 feet, with a delta angle of 37 degrees 55 minutes 56 seconds, a radius of 200.00 feet, a chord bearing of North 17 degrees 34 minutes 10 seconds West, and a chord distance of 130.00 feet, to a X cut in concrete, set for a corner, at the end of the said circular curve;

THENCE North 01 degrees 23 minutes 48 seconds East, tangent to the said circular curve, a distance of 31.40 feet, to a X cut in concrete, lying in the North line of the said Lot No. 1 and the South right-of-way line of said Interstate 30;

THENCE South 85 degrees 31 minutes 50 seconds East a distance of 160.25 feet along the North line of said Lot No. 1 and the South right-of-way line of said Interstate 30, to a TxDOT right-of-way marker (control monument), found for a corner, at an angle point;

THENCE North 86 degrees 02 minutes 32 seconds East (basis of bearings) a distance of 113.13 feet, to the point of beginning and containing 1.238 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on June 2, 2015.

**Annex 3.15(b)-15**

[See attached.]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

6700 N. 10th STREET, In McALLEN, TEXAS, DESCRIBED AS FOLLOWS: LOT TWO (2), ROBIN SUBDIVISION, AN ADDITION TO THE CITY OF McALLEN, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 101, MAP RECORDS HIDALGO COUNTY. TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

**Annex 3.15(b)-16**

[See attached.]

**Exhibit "A"**  
**Legal Description of Land**

Being 1.470 acres of land situated within the corporate limits of the City of Paris, Lamar County, Texas, said 1.470 acres being out of the Joseph Leech Survey, Abstract Number 524 as well as being part of a called 2.9398 acre tract of land conveyed from David R. Robinson and wife Brenda Robinson to B.C. Muthappa and Devahrata Ganguly on December 10, 2010 recorded in Lamar County Clerk's Document Number 084198-2010 and also being all of a called 1.470 acre tract of land platted as Lot 1, Block A, Oak Ridge 318 Addition as filed in Envelope 455-D of the Plat Records of Lamar County Texas. The said 1.470 acres being more fully described by metes and bounds as follows:

Beginning at a broken concrete right-of-way monument found at the Southwest corner of the aforementioned called 2.9398 acre Muthappa & Ganguly tract and at the Southwest corner of the aforementioned Lot 1, Block A Oak Ridge 318 Addition, and said monument also being the Southeast corner of Lot 1, Block A of Kushi & Esha Addition 318 as recorded in Envelope 408-A of the Plat Records of Lamar County, Texas, and said monument also being in the North right-of-way line of Loop 286 at TxDOT right-of-way Station 208+00;

Thence N 01° 41' 42" E, along the West boundary line of the aforementioned called 2.9398 Muthappa & Ganguly tract, a distance of 278.56 feet to a 1/2 inch capped (Whitley) iron rod found at the Northwest corner of the aforementioned Lot 1, Block A Oak Ridge 318 Addition, said rod also being the Southwest corner of a called 1.470 acre tract of land conveyed from Devahrata Ganguly and B. C. Muthappa to Haresh Patel on June 27, 2014 as recorded in Lamar County Clerk's Document Number 115798-2014, and platted as Lot 2, Block A, Oak Ridge 318 Addition as filed in the aforementioned Envelope 455-D;

Thence N 87° 30' 53" E, along the common boundary line of the aforementioned Lot 1 and Lot 2, a distance of 247.99 feet to a 1/2 inch capped (Whitley) iron rod found at the Northeast corner of said Lot 1 and at the Southeast corner of said Lot 2, said rod also being located in the current East boundary line of a called 19.19 acre tract of land conveyed from Virginia Burnett to David R. Robinson on October 15, 2008 and recorded in Lamar County Clerk's Document Number 063847-2008;

Thence S 10° 26' 41" W, along the East boundary line of the aforementioned Lot 1 and the current West boundary line of the aforementioned David Robinson tract, a distance of 313.52 feet to a 5/8 inch iron rod found at the Southeast corner of said Lot 1, said rod also being in the North right-of-way line of Loop 286;

Thence N 74° 30' 10" W, along the North right-of-way of Loop 286 and the South boundary line of the aforementioned Lot 1, a distance of 96.26 feet to a 1/2 inch capped (Whitley) iron rod found;

[EXHIBIT A – SNDA]

Thence S 86° 27' 25" W, along the North right-of-way line of Loop 286 and the South boundary line of the aforementioned Lot 1, a distance of 106.60 feet to the Point of Beginning and containing 1.470 acres of land.

[EXHIBIT A – SNDA]

**Schedule 5.03**

**Desired 365 Contracts**

See Exhibit A attached to the Selected Asset Package(s).