

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North Lexington Urgent Treatment Associates, PSC		06/29/2012	CORPORATION: KENTUCKY
South Lexington Urgent Treatment Associates, PSC		06/29/2012	CORPORATION: KENTUCKY
Kentucky Urgent Treatment Associates, PSC		06/29/2012	CORPORATION: KENTUCKY
Lexington Urgent Treatment Associates, PLLC		06/29/2012	LIMITED LIABILITY COMPANY: KENTUCKY

RECEIVING PARTY DATA

Name:	Concentra Health Services, Inc.
Street Address:	5080 Spectrum Drive, Suite 1200 West
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3265073	UTC URGENT TREATMENT CLINICS

CORRESPONDENCE DATA

Fax Number: 5025803608
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 5025802822
 Email: tveirs@humana.com
 Correspondent Name: Kenneth T. Veirs
 Address Line 1: 500 West Main Street
 Address Line 4: Louisville, KENTUCKY 40202

OP \$40.00 3265073

ATTORNEY DOCKET NUMBER:	UTC TO CONCENTRA
NAME OF SUBMITTER:	Kenneth T. Veirs
Signature:	/kenneth t veirs/
Date:	09/17/2012

Total Attachments: 44

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is made and entered into as of the 29 day of June, 2012 (the "*Effective Date*"), by and among **Concentra Health Services, Inc.**, a Nevada corporation ("*Buyer*"), ~~North Lexington Urgent Treatment Associates, PSC~~, a Kentucky professional service corporation, **South Lexington Urgent Treatment Associates, PSC**, a Kentucky professional service corporation, **Kentucky Urgent Treatment Associates, PSC**, a Kentucky professional service corporation, **Lexington Urgent Treatment Associates, PLLC**, a Kentucky professional limited liability company, (collectively, the "*Seller*"), and **Fadi Bacha, M.D.** ("*Bacha*"), an individual, and **Larry Burns, M.D.** ("*Burns*"), an individual (each a "*Guarantor*" and collectively, the "*Guarantors*").

WITNESSETH:

WHEREAS, Seller owns certain Assets (as hereinafter defined) in connection with its ownership and operation of the Clinics (as defined below) engaged in Clinic Activities (as hereinafter defined) at 1498 Boardwalk, Lexington, Kentucky, 3174 Custer Drive, Lexington, Kentucky, 1055 Dove Run Road, Suite 100, Lexington, Kentucky, 2424 Sir Barton Way, Suite 175, Lexington, Kentucky ("*Hamburg Clinic*"), 1722 Sharkey Way, Lexington, Kentucky, 1502 Oxford Drive, Suite ___, Georgetown, Kentucky, and 204 Bellaire Drive, Nicholasville, Kentucky (collectively, the "*Real Property*") and under the Names (as hereinafter defined) described in Schedule 1 attached hereto; and

WHEREAS, Seller leases the Hamburg Clinic from Southwynd, LLC, or any successor in interest (the "*Landlord*"), pursuant to the lease agreement between the Landlord and Seller and Seller leases the remaining Real Property from the lessors, identified in Schedule 2 attached hereto; (collectively, the "*Real Property Leases*") and

WHEREAS, Buyer desires to purchase, and Seller desires to sell, the Assets, on the terms and conditions set forth in this Agreement; and

WHEREAS, Guarantors, being the sole owners of Seller, will receive substantial benefits as a result of Buyer's purchase of the Assets, and Guarantors therefore are executing and delivering this Agreement (i) to make the representations and warranties set forth in Article 4 of this Agreement, (ii) to evidence their agreement to the provisions of Article 5, Article 7, and Article 8 of this Agreement, and (iii) to evidence their unconditional guaranty of Seller's obligations hereunder in accordance with Section 9.14 of this Agreement, all of which constitute material inducements to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Seller, and Guarantors hereby agree as follows:

ARTICLE 1 DEFINITIONS

ASSET PURCHASE AGREEMENT

among

CONCENTRA HEALTH SERVICES, INC.,

NORTH LEXINGTON URGENT TREATMENT ASSOCIATES, PSC,

SOUTH LEXINGTON URGENT TREATMENT ASSOCIATES, PSC,

KENTUCKY URGENT TREATMENT ASSOCIATES, PSC,

LEXINGTON URGENT TREATMENT ASSOCIATES, PLLC,

FADI BACHA, M.D.,

and

LARRY BURNS, M.D.

AUGUST 15, 2012

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EXHIBITS

Exhibit A General Conveyance, Bill of Sale, and Assignment

SCHEDULES

Schedule 1	Clinic's Names and Locations
Schedule 1.4(b)	List of Tangible Personal Property
Schedule 1.28	Excluded Assets
Schedule 2	Real Property Leases
Schedule 2.1(c)	Wire Transfer Instructions
Schedule 2.2	Allocation of Purchase Price
Schedule 2.3	Assumed Liabilities
Schedule 4.1(f)	Financial Statements
Schedule 4.1(l)	Litigation
Schedule 4.1(m)	Employees and Independent Contractors
Schedule 4.1(o)	Required Consents and Notices
Schedule 4.1(p)	Permits and Licenses
Schedule 4.1(s)	Insurance Policies
Schedule 4.1(t)	Employee Benefit Plans
Schedule 5.1(f)	Employees to Sign Agreements
Schedule 5.1(i)	Employees to Sign Credentialing Documents

1.1 **“Accounts Receivable”** means all of Seller’s right, title, and interest in and to any and all accounts receivable, trade receivables, notes receivable, and other receivables arising out of, related to, or connected with the Clinic Activities.

1.2 **“Affiliate”** of a party means (a) a person or entity controlling, controlled by, or under common control with such party, and (b) persons or entities which control, are controlled by, or are under common control with any entity described in the foregoing clause (a).

1.3 **“Agreement”** shall have the meaning set forth in the introductory paragraph to this Agreement.

1.4 **“Assets”** means substantially all of the assets of Seller located at, comprising, and/or used in the operation of the Clinics, including, without limitation, all of the Names, Personal Property, General Intangibles, and Goodwill (and excluding only the Excluded Assets, as defined in Section 1.28), which are defined as follows:

(a) **“Names”** means all of Seller’s right, title, and interest in and to the Clinics’ names set forth in Schedule 1.

(b) **“Personal Property”** means (except to the extent specifically included within the Excluded Assets) all of the tangible personal property owned by Seller and located at, comprising, and/or used in or relating to the operation of the Clinics, including, without limitation, all office furniture, fixtures, leasehold improvements, supplies, Inventory, Equipment, medical instruments, materials, and consumables, together with any and all warranties thereon (to the extent same are assignable), including without limitation those described on Schedule 1.4(b) attached hereto.

(c) **“General Intangibles”** means (except to the extent specifically included within the Excluded Assets) all of Seller’s right, title, and interest in and to any and all general intangibles and other intangible assets related to, or connected with, the business and operation of the Clinics, including, without limitation, the Contracts specifically listed and described on Schedule 2.3 attached hereto, Accounts Receivable, trademarks, prepaid expenses and deposits (including real estate lease security deposits), and all permits and licenses used by the Clinics (to the extent the same are transferable under applicable Laws).

(d) **“Goodwill”** means the Purchase Price less the fair market value of the other Assets as set forth on Schedule 2.2.

1.5 **“Assumed Contracts”** shall have the meaning set forth in Section 4.1(j).

1.6 **“Assumed Liabilities”** shall have the meaning set forth in Section 2.3.

1.7 **“Balance Sheet”** and **“Balance Sheet Date”** shall have the respective meanings set forth in Section 4.1(f)(i).

1.8 **“Books and Records”** means the books and records of Seller relating to the Assets and/or to the development or business and operation of the Clinics, including, without

limitation, all accounting records, tax returns, files, invoices, customer lists, and supply lists. Books and Records does not include Seller's medical records described in Section 5.2(d).

1.9 "**Buyer**" shall have the meaning set forth in the introductory paragraph to this Agreement.

1.10 "**Buyer Account**" shall have the meaning set forth in Section 7.8.

1.11 "**Claim**" means a claim pursuant to Article 6 that a party is entitled, or may become entitled, to indemnification under this Agreement.

1.12 "**Clinic**" or "**Clinics**" shall mean one or all of the health care clinics that conduct Seller's Clinic Activities business at or from the Real Property.

1.13 "**Clinic Activities**" means the provision of primary care medical and health care services, including the provision of some or all of the following services: (i) urgent care, (ii) occupational or industrial medicine, (iii) primary care medicine, (iv) employer or employer's insurance paid medical services relating to employees and having specific reference to employment related matters, including without limitation preplacement physical exams, laboratory testing, x-rays, audiometry, electrocardiography, drug screens, work related injuries and illnesses, (v) independent medical evaluations, and/or (vi) consulting with employers regarding employer policies and case management relating to work related injuries. Clinic Activities do not include Excluded Services.

1.14 "**Clinic Employees**" shall have the meaning set forth in Section 4.1(m).

1.15 "**Closing**" means the closing of the transactions contemplated by this Agreement.

1.16 "**Closing Date**" shall have the meaning set forth in Section 3.1.

1.17 "**Confidential Information**" shall have the meaning set forth in Section 7.3(e).

1.18 "**Contract**" means a contract, commitment, lease, Real Property Lease, or other agreement or instrument.

1.19 "**Deposit Account**" shall have the meaning set forth in Section 7.8.

1.20 "**Deposit Account Bank**" shall have the meaning set forth in Section 7.8.

1.21 "**Effective Time**" means 12:01 a.m., on the Closing Date.

1.22 "**Employee Benefit Liability**" means any liability or obligation of Seller (a) that is an accrued but unpaid monetary obligation to make a contribution under any Employee Benefit Plan; (b) that relates in any way to or arises under any Employee Benefit Plan; (c) for accrued vacation pay, accrued sick pay, and/or other accrued paid time off of any kind; (d) for accrued employee wages and other compensation of any kind payable in the ordinary course of business and payroll taxes with respect thereto; (e) that is due and owing to independent contractors (including physician specialists); or (f) for other employee fringe benefits of any

kind, including without limitation, insurance programs (which include, without limitation, COBRA obligations), expense reimbursement obligations, continuing education stipends, and automobile allowances.

1.23 **“Employee Benefit Plans”** shall have the meaning set forth in Section 4.1(t).

1.24 **“Encumbrance”** means any lien, mortgage, pledge, claim, security interest, title defect, charge, condition, right of another, or other restriction or encumbrance, legal or equitable, or of any other kind whatsoever.

1.25 **“Environmental Claim”** shall have the meaning set forth in Section 4.1(z).

1.26 **“Equipment”** means the machinery, office equipment, third-party computer equipment, medical equipment, and other equipment, tools, spare parts, furniture, and other items of tangible personal property of any kind (other than Inventory) owned by Seller which are used in the business or operation of the Clinics.

1.27 **“ERISA”** shall have the meaning set forth in Section 4.1(t).

1.28 **“Excluded Assets”** means trademarks, fee interests in real property, cash on hand, personal items, and those other assets specifically listed and described on **Schedule 1.28** attached hereto.

1.29 **“Excluded Liabilities”** shall have the meaning set forth in Section 2.4.

1.30 **“Excluded Services”** means hospitalist services (including those currently provided through Hospitalist Associates of Lexington, PLLC), aesthetic, laser and venous services (including those currently provided through Lexington Vein and Aesthetic Center, PLLC), services provided at The Ridge Behavioral Health System (including services rendered pursuant to The Histories, Physicals, and Consultations Agreement), weight loss, fitness, anti-aging, bio-identical hormone replacement therapy, pain management, clinical research, addiction medicine, and concierge medicine. For purposes of this Section 1.30, “concierge medicine” shall be defined as services: (i) provided to a total number of no more than two hundred (200) patients who have each paid an annual retainer of One Thousand Dollars (\$1,000) or more, (ii) that are not provided on a fee for service basis or constitute any form of insurance-paid primary care medicine, and (iii) that are not provided within any building where Buyer or any of its Affiliates occupies space as a tenant or owner or otherwise maintains a business presence.

1.31 **“Financial Statements”** shall have the meaning set forth in Section 4.1(f).

1.32 **“Governmental Payors”** shall have the meaning set forth in Section 7.8.

1.33 **“Guarantor”** or **“Guarantors”** shall have the meaning set forth in the introductory paragraph to this Agreement.

1.34 **“Holdback Payment”** shall have the meaning set forth in Section 2.1(b)(iii).

1.35 “**Holdback Payment Date**” shall have the meaning set forth in Section 2.1(b)(iii).

1.36 “**Indemnified Party**” shall have the meaning set forth in Section 6.3.

1.37 “**Indemnifying Party**” shall have the meaning set forth in Section 6.3.

1.38 “**Insurance Policies**” shall have the meaning set forth in Section 4.1(s).

1.39 “**Inventory**” means medical supplies, including but not limited to drugs, bandages, and office materials.

1.39A “**Knowledge**” means the actual knowledge of the person named.

1.40 “**Landlord**” shall have the meaning set forth on the first page of this Agreement.

1.41 “**Law**” means any law, statute, ordinance, code, rule, order, or regulation of any governmental unit, court, or administrative or regulatory agency.

1.42 “**Loss**” means any claim, liability, loss, damage, cost, or expense (including, without limitation, diminution in value, lost profits, attorneys’ fees, and costs of investigation and litigation).

1.43 “**Objection Period**” shall have the meaning set forth in Section 6.3.

1.44 “**Prorated Expenses**” shall have the meaning set forth in Section 2.1(e).

1.45 “**Purchase Price**” shall have the meaning set forth in Section 2.1(c).

1.46 “**Real Property**” shall have the meaning set forth on the first page of this Agreement.

1.47 “**Real Property Lease**” shall have the meaning set forth on the first page of this Agreement.

1.48 “**Resolution Period**” shall have the meaning set forth in Section 6.4.

1.49 “**Restricted Area**” means the area within a twenty (20) mile radius of each Real Property location.

1.50 “**Restricted Time Period**” means the period beginning on the Closing Date and ending six (6) years thereafter.

1.51 “**Seller**” shall have the meaning set forth in the introductory paragraph to this Agreement.

1.52 “**Third-Party Suit**” means a suit or proceeding by a third party with respect to which a Claim is made.

1.53 “Trade Accounts Payable” means recurring trade obligations (a) that arise from the acquisition of merchandise, materials, supplies, and services used in the provision of goods and services in connection with the Clinic Activities, and (b) which are directly related to the continuing operation of the Clinic Activities, including, without limitation, drug screens and medical supplies. Trade Accounts Payable shall be limited to amounts due third parties for goods and services and shall not include any indebtedness or any Employee Benefit Liabilities, accrued but unpaid interest of any kind, or real estate taxes.

ARTICLE 2 PURCHASE OF ASSETS

2.1 Purchase; Purchase Price and Payment.

(a) On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, assign, convey, transfer, and deliver the Assets to Buyer, free and clear of all Encumbrances, and Buyer agrees to purchase the Assets, at the Closing on the Closing Date.

(b) As full and complete consideration for the sale, assignment, conveyance, transfer, and delivery to Buyer of the Assets (free and clear of all Encumbrances), Buyer shall pay Seller **Seven Million Two Hundred Thousand Dollars (\$7,200,000)**, subject to adjustment pursuant to the provisions of Section 2.1(c) (the “Purchase Price”). Buyer shall pay the Purchase Price to Seller as follows:

(i) On the Closing Date, Buyer shall pay **Six Million Dollars (\$6,000,000.00) plus the amount of any applicable sales tax on the Assets**, by wire transfer of immediately available funds in accordance with the wire transfer instructions attached here as **Schedule 2.1(b)**; and

(ii) Subject to Buyer’s right of offset pursuant to this Section 2.1(b)(ii), on the business day immediately following the expiration of six (6) months after the Closing Date (the “Holdback Payment Date”), Buyer shall pay to Seller **One Million Two Hundred Thousand Dollars (\$1,200,000.00)** (the “Holdback Payment”) by wire transfer of immediately available funds in accordance with the wire transfer instructions attached hereto as **Schedule 2.1(b)**. Anything herein to the contrary notwithstanding, however, Seller expressly understands and agrees that Buyer shall be entitled to offset against the amount otherwise payable by Buyer to Seller pursuant to Section 2.1(b)(ii), the amount of any Loss of Buyer in connection with any Claim that is undisputed, as that term is used in Section 6.3. In the event that Buyer asserts a Claim under Section 6.3 that has not been resolved by the Holdback Payment Date, Buyer shall pay Seller the Holdback Payment less the amount of the Claim, and Buyer shall continue to attempt to resolve the Claim pursuant to Section 6.4.

(c) All expenses arising from the conduct of the business and operations of the Assets and the Clinics shall be pro rated between Buyer and Seller as of the Closing Date insofar as possible (the “Prorated Expenses”). Such expenses shall include, without limitation, municipal, county, state, and federal taxes, water charges, sewer, rents payable under real estate and equipment leases, real estate and personal property taxes, fuel and utility charges, license

fees, assessments and other fees, prepaid and deferred expenses, and other expenses relating to the Assets and/or the Clinics.

2.2 Allocation. At the request of Bacha and Burns, as the owners of Seller, the Purchase Price has been allocated among the entities comprising Seller, with \$861,572 allocated to South Lexington Urgent Treatment Associates PSC, \$1,362,269 allocated to Kentucky Urgent Treatment Associates PSC, \$934,922 allocated to Lexington Urgent Treatment Associates PLLC, and \$4,041,237 allocated to North Lexington Urgent Treatment Associates PSC. The Purchase Price has been allocated among the Assets of said Entities as set forth on **Schedule 2.2** attached hereto. Buyer and Seller agree to utilize the foregoing allocation with regard to any and all federal and/or state tax matters and to timely file Form 8594 using said Allocation.

2.3 Assumed Liabilities. Except as otherwise expressly set forth in this **Section 2.3**, Buyer does not hereby agree to assume any liabilities or obligations of Seller, Guarantors, or their respective Affiliates. Buyer hereby agrees to assume only Seller's non-delinquent, executory obligations under the Contracts that are specifically listed and described on **Schedule 2.3** attached hereto and to assume only the salary owed, pursuant to the notice requirement of the termination without cause provision of an existing employment agreement (not to exceed ninety (90) days), for any of Seller's contracted physicians and mid-level providers who are not listed on **Schedule 5.1(f)** attached hereto (the "Assumed Liabilities"). Any such physician and/or mid-level provider shall be listed on the on **Schedule 2.3** attached hereto.

2.4 Excluded Liabilities. Anything herein to the contrary notwithstanding, and without limitation, Buyer does not hereby agree to assume any of the following liabilities of Seller, Guarantors, or their respective Affiliates and/or with respect to the business and operation of the Clinics prior to the Effective Time (the "Excluded Liabilities"), and as to all of which Excluded Liabilities, Seller and Guarantors have agreed to indemnify Buyer as set forth in **Section 6.2**, and Buyer shall indemnify Seller as set forth in **Section 6.1** for all of the following occurring or arising in regard to the Assets or the Clinics after the Effective Time (substituting Buyer for Seller, and substituting after the Effective Time for prior to the Effective Time, where appropriate):

- (a) Any liability for any and all taxes;
- (b) Any liability under any litigation or administrative proceeding of any kind, including, without limitation, workers' compensation claims, EEOC claims, age discrimination or sexual harassment allegations, and other similar claims or allegations by employees or former employees of Seller;
- (c) Any liability for personal injury, medical malpractice, or property damage;
- (d) Any liability under products liability, strict liability, or implied warranty claims relating to services rendered or products sold by Seller and/or by the Clinics;
- (e) Any liability under any theory for services rendered by Seller, its employees, or its independent contractors (including, but not limited to, taxes, penalties, and interest);

- (f) Any debt or obligation to any party related to or affiliated with Seller;
- (g) Any indebtedness for borrowed money;
- (h) ~~Except to the extent specifically included within the Assumed Liabilities,~~ any liability or obligation related to any real property;
- (i) Any liability related to any automobiles;
- (j) Any Employee Benefit Liability;
- (k) Any assignment of Seller's (and/or its Affiliates') Medicare, CHAMPUS, and/or Medicaid contracts or any other of Seller's (and/or its Affiliates') possible governmental liabilities, it being the clear intent of the parties to this Agreement that any and all liability with regard to the foregoing is expressly rejected by Buyer (and/or its Affiliates) and is expressly not assumed by Buyer (and/or its Affiliates);
- (l) Any liability relating to payments for "tail" insurance coverage (as such term is used in the insurance industry);
- (m) Any liability for any credits owed to clients, patients, insurance carriers, payors, or other persons which are attributable to "overpayments" for services provided by Seller and/or its Affiliates prior to the date hereof;
- (n) Any fees and expenses owed to any broker or finder, and Seller's costs and expenses associated with this Agreement and the transactions contemplated hereby;
- (o) Any liability related to any Environmental Claim arising out of or in connection with the business and operation of Seller or the Clinics;
- (p) Seller's Trade Accounts Payable;
- (q) Except to the extent specifically included within the Assumed Liabilities, any liability related to any Contract; and/or
- (r) Any liability related to the business and operations of Seller or the Clinics prior to the Effective Time and any other liability not specifically and expressly assumed pursuant to Section 2.3.

2.5 Fair Market Value. The parties agree that the Purchase Price represents the fair market value of the Assets in an arms length transaction and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated or to be generated between the parties or any of their affiliates for which payment may be made, in whole or in part, under Medicare or any state health care program, as defined under Section 1128B of the Social Security Act.

ARTICLE 3
THE CLOSING AND THE EFFECTIVE TIME

3.1 **The Closing.** The Closing referred to in Section 2.1 (the "Closing") will take place at *the Office of the Pamela Bray Basconi PLLC, 1021 Majestic Drive, Suite 150, Lexington, KY* at 1:00 p.m., local time, on August 15, 2012, or at such other place or at such other date and time as the parties hereto shall agree. Such time and date are referred to herein as the "Closing Date."

3.2 **Effective Time.** The Closing shall be effective as of the Effective Time, and Buyer and Seller agree to acknowledge and use said Effective Time for all purposes, including for accounting and federal and state tax reporting purposes.

ARTICLE 4
REPRESENTATIONS, WARRANTIES, AND CERTAIN COVENANTS

4.1 **Representations, Warranties, and Covenants by Seller and Guarantors.** As a material inducement for Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller and Guarantors hereby make the following representations, warranties, and covenants as of the date hereof and as of the Effective Time, each of which is relied upon by Buyer regardless of any investigation made or information obtained by Buyer, except for Buyer's actual knowledge:

(a) **Organization, Standing, etc.** North Lexington Urgent Treatment Associates, PSC is a Kentucky professional service corporation, South Lexington Urgent Treatment Associates, PSC is a Kentucky professional service corporation, Kentucky Urgent Treatment Associates, PSC is a Kentucky professional service corporation, and Lexington Urgent Treatment Associates, PLLC is a Kentucky professional limited liability company, each of which is duly organized and validly existing under the laws of the Commonwealth of Kentucky, with full power and authority to carry on its business as presently conducted. Fadi Bacha, M.D. and Larry Burns, M.D. jointly own Lexington Urgent Treatment Associates, PLLC and Kentucky Urgent Treatment Associates, PSC. Fadi Bacha, M.D. is the sole owner of North Lexington Urgent Treatment Associates, PSC, and Larry Burns, M.D. is the sole owner of South Lexington Urgent Treatment Associates, PSC.

(b) **Due Authorization.** The execution, delivery, and performance of this Agreement and all other agreements, instruments, certificates, and documents executed and delivered by or on behalf of Seller and Guarantors and the consummation of the transactions contemplated hereby by Seller have been duly authorized by all requisite corporate and shareholder action, and no other approvals or authorizations are necessary in connection therewith. This Agreement and all other agreements, instruments, certificates, and documents executed and delivered by or on behalf of Seller and Guarantors are the valid and binding obligations of Seller and Guarantors, respectively, enforceable against Seller and/or Guarantors in accordance with their respective terms, subject as to enforcement only to applicable bankruptcy, insolvency, reorganization, or other laws affecting the rights of creditors generally, or to equitable principles.

(c) **Compliance with Instruments and Agreements.** The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby will not (i) result in any breach or violation of any of the terms or provisions of, or constitute a breach of or default under, the articles of incorporation or bylaws of Seller or Guarantors, any applicable Law, or, assuming that the required consents referred to in **Schedule 4.1(o)** attached hereto are obtained at or prior to the Closing Date, any Contract or other agreement, instrument, or commitment to which Seller or either Guarantor is a party, by which Seller or either Guarantor is bound, or to which any of the Assets or any of Seller's or either Guarantor's other property is subject; (ii) assuming that the required consents referred to in **Schedule 4.1(o)** are obtained at or prior to the Closing Date, violate, conflict with, or result in any breach of, result in any modification of the effect of, otherwise give any contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any mortgage, contract, agreement, indenture, trust, or other instrument which is either binding upon or enforceable against Seller, either Guarantor, or the Assets; (iii) assuming that the required consents referred to in **Schedule 4.1(o)** are obtained at or prior to the Closing Date, violate any legally protected right of any individual or entity or give to any individual or entity a right or claim against Buyer or the Assets; (iv) assuming that the required consents referred to in **Schedule 4.1(o)** are obtained at or prior to the Closing Date, result in the imposition or creation of any Encumbrance on any of the Assets or accelerate any indebtedness of Seller or to which the Assets may be bound; or (v) breach, impair, or in any way limit any governmental or official license, approval, permit, or authorization of Seller or the Clinics.

(d) **Indebtedness for Borrowed Moneys.** Seller does not have any outstanding indebtedness for borrowed moneys with respect to the Clinics except as reflected in the Balance Sheet included in **Schedule 4.1(f)** attached hereto pursuant to **Section 4.1(f)**. True and complete copies of every instrument, agreement and other document relating to any such indebtedness have been delivered to Buyer. Immediately following the Closing, Seller will not be indebted to or have any obligation to any Affiliate of Seller with respect to the Clinics.

(e) **Assets of Seller.** Seller has good and marketable title to all of the Assets (including only leasehold interests as to such Assets that are leased), subject to no Encumbrance except as described in **Schedule 4.1(f)**. Except to the extent specifically included within the Excluded Assets, the Assets constitute all of the assets currently in existence that are being used in connection with the business and operations of the Clinics. Assuming that the required consents referred to in **Schedule 4.1(o)** are obtained at or prior to the Closing Date, Seller has full and unrestricted legal right, power, and authority to sell, assign, convey, and transfer the Assets without obtaining the consent or approval of any other person, entity, or governmental authority, and the delivery of the Assets to Buyer pursuant to this Agreement will transfer valid title thereto, free and clear of all Encumbrances.

(f) **Financial Statements.** Attached hereto as **Schedule 4.1(f)** are true, correct, and complete copies of the following financial statements of Seller with respect to the Clinic on an accrual basis (collectively, the "*Financial Statements*"):

(i) an unaudited balance sheet (the "*Balance Sheet*") as of March 31, 2012 (the "*Balance Sheet Date*"), and the related consolidated statement of income for the three (3) months then ended; and

(ii) unaudited balance sheets of the Seller and the related consolidated statements of income for the fiscal years ended December 31, 2011, and December 31, 2010, including in each case the notes thereto.

The Financial Statements, to the best knowledge of Seller and Guarantors, (i) are true, correct, and complete in all material respects, (ii) have been prepared in accordance with the books and records of Seller, (iii) fairly present the financial condition and results of operations of the Clinic at the respective dates and for the periods therein specified, and (iv) have been prepared substantially in accordance with modified cash basis of accounting principles consistently applied in line with the past practices of the Seller (subject in the case of the Balance Sheet to normal recurring year-end adjustments, the effect of which will not, individually or in the aggregate, be materially adverse).

(g) **Liabilities of Seller.** Except for the liabilities reflected in the Balance Sheet and obligations incurred in the ordinary course of business since the Balance Sheet Date, Seller does not have and is not subject to any liability of any nature, whether accrued, absolute, contingent, or otherwise, other than liabilities or obligations of Seller which are included in the Excluded Liabilities and are subject to indemnification by Seller and Guarantors pursuant to Section 6.2. To the best of the knowledge of Seller and Guarantors, there are no facts in existence that might reasonably serve as the basis for any liability or obligation of Seller that is not fully disclosed in this Agreement and the Schedules hereto. Seller is, and as of the Closing Date will be, current in all payment obligations to which it is subject.

(h) **Non-Competition Covenants.** Neither Seller nor, to Seller's and either Guarantor's knowledge, any employee or independent contractor who provides services at, for, or in connection with the Clinics is subject to any non-competition covenant or other similar agreement restricting Seller's, either Guarantor's, or such employee's or independent contractor's ability to engage in Clinic Activities, which will not be waived or released by the enforcing party prior to the Closing, and, following the Closing, Buyer and its Affiliates will not be subject to any such non-competition covenant or restrictive agreement by virtue of Buyer's purchase of the Assets.

(i) **Certain Remuneration and Self-Referrals.** Neither Seller, Guarantors, any Affiliate of Seller or Guarantors, nor any authorized agent of Seller or Guarantors, and, to Seller's and either Guarantor's knowledge, no other person or entity, has, at any time, directly or indirectly, (i) paid, delivered, or received or agreed to pay, deliver, or receive any fee, commission, or other sum of money, item of property, or remuneration of any kind, however characterized, to or from any person, government official, or other party which is in any manner related to Seller's operation of the Clinics which is illegal under any applicable federal, state, or local anti-kickback or fee splitting Law, or (ii) submitted any claim for reimbursement to any third party payor, including any Governmental Payors, in connection with any referrals that violated any applicable federal, state, or local self-referral Law.

(j) **Assumed Contracts; Real Property Lease.** Seller has delivered to Buyer true and complete copies of the Contracts described on Schedule 2.3 (the "Assumed Contracts"). Except as set forth in Section 4.1(o), Seller has full legal power and authority to assign its rights under the Assumed Contracts to Buyer in accordance with this Agreement, and such assignment will not affect the validity, enforceability, or continuity of any of the Assumed

Contracts. Assuming that the required consents referred to in **Schedule 4.1(o)** are obtained at or prior to the Closing Date, the Assumed Contracts are valid and binding obligations, enforceable in accordance with their respective terms, in full force and effect, and there are no defaults (or events which with notice or the passage of time, or both, could constitute defaults) under any of the Assumed Contracts by Seller or, to Seller's and each Guarantor's knowledge, by any other party thereto. Seller has not received any notice from any other party to an Assumed Contract of the termination or threatened termination thereof, and Seller does not know of the occurrence of any event that would allow any such other party to terminate any Assumed Contract. Specifically with respect to the Real Property Leases: Seller has not assigned, subleased, or conveyed any interest in the Real Property Leases or the premises covered thereby; neither Seller nor any other party is in default under the Real Property Leases; and no event or condition has occurred or exists which, with the passage of time, the giving of notice, or both, would cause Seller or any other party to the Real Property Leases to be in default thereunder, assuming that the required consents referred to in **Schedule 4.1(o)** are obtained at or prior to the Closing Date.

(k) **Tax Returns and Audits.** All federal, state, and local tax returns and reports required to be filed by Seller with respect to the Assets and/or the Clinics have been or will be filed with the appropriate governmental authorities in all jurisdictions in which such returns and reports are required to be filed, which returns and reports were true and correct for the period for which they were filed. All federal, state, and local income, ad valorem, profits, franchise, sales, use, occupation, property, excise, gross receipts, regulatory assessment fees, and other taxes, fees, and assessments (including interest and penalties, if any) payable by Seller with respect to the Assets or the Clinics on or prior to the date hereof were paid when due, and will be paid to the extent they become due and payable after the date hereof. There are no unpaid taxes that are or could become an Encumbrance on the Assets. No tax liens have been filed against the assets of Seller; no claim for any additional tax or assessment is being asserted against Seller by any tax authority; and Seller has not been notified of, and there are no facts or circumstances known to Seller that could result in, any claim being asserted with respect to any such taxes. There is no action, suit, proceeding, investigation, or audit pending, or to Seller's and either Guarantor's knowledge, threatened against Seller with respect to any tax or assessment. Seller has withheld and paid, or is withholding and will pay when due, all amounts required by law to be withheld from salaries, wages, commissions, and other compensation paid to Seller's employees. Seller has never had any tax deficiency proposed or assessed against it that has not been paid in full, nor has Seller executed any waiver of any statute of limitations on the assessment or collection of any tax. Neither the federal income tax returns, any employment-related returns, nor the state income or franchise tax returns, (if any), of Seller have ever been audited by any governmental authority.

(l) **Litigation and Proceedings.** Except as set forth on **Schedule 4.1(l)** attached hereto, there are no outstanding legal claims, actions, suits, arbitrations, investigations, or other legal, administrative, or governmental proceedings pending or, to Seller's and either Guarantor's knowledge, threatened against Seller, the Assets, or any person at any time employed, engaged, or otherwise associated by Seller in the business or operation of the Clinics with respect to the services provided or period of such employment, engagement, or association, and to Seller's and either Guarantor's knowledge, no facts exist which have been or should be reported under any professional liability insurance policy covering Seller or any person at any time employed, engaged, or otherwise associated by Seller in the business or operation of the Clinics. Seller is not subject to any judgment, order, or decree of any court, governmental

agency, or instrumentality, and, except for normal collection efforts relating to Accounts Receivable, Seller is not engaged in any legal action to recover money due to or damages sustained by Seller.

(m) Employees and Independent Contractors. Attached hereto as **Schedule 4.1(m)** is a complete and accurate list setting forth the following information regarding all current employees, independent contractors, and consultants of Seller and/or Seller's Affiliates (excluding information regarding employees of Lexington Vein and Aesthetic Center, PLLC and Hospitalist Associates of Lexington, PLLC and employees of Seller who provide services at or primarily for Lexington Vein and Aesthetic Center, PLLC and Hospitalist Associates of Lexington, PLLC) who provide services at or for the Clinics as of the date hereof ("*Clinic Employees*"): name, date of hire, rate of compensation, bonus/incentive compensation programs, vacation time and pay, severance pay, physician malpractice insurance programs, incentive compensation programs, sick time and pay, and group insurance and other benefit plans, policies, and arrangements (whether such benefits are provided pursuant to contract, policy, custom, or informal understanding). Seller has delivered to Buyer true and complete copies of Seller's written employee policies and practices (including, without limitation, any employee handbook) with respect to the Clinics. Seller does not have any collective bargaining agreement with any labor union and is not currently negotiating with a labor union. No Clinic Employee of Seller has ever petitioned for a representation election. No Clinic Employee has filed with any court or other governmental authority any claim asserting wrongful termination, sexual harassment, age, gender, or racial discrimination, or violation of OSHA by Seller or any officer, director, employee, or agent of Seller within the five (5) year period prior to the Closing Date except as set forth in Schedule 4.1(m).

(n) Compliance with Law and Instruments. To the knowledge of Seller and Guarantors, the business and operation of the Clinics have been and are being conducted in compliance with all applicable Laws, including but not limited to Laws relating to governmental and/or third party reimbursement, occupational safety, health care, zoning, or environmental matters, and neither Seller nor either Guarantor has ever received any written or oral notification claiming or asserting any violation of any Law with respect to the business and operation of the Clinics. To the knowledge of Seller and Guarantors, any certificates of need or other permits or approvals required for the construction or operation of the Clinics were duly obtained. Except as set forth in **Section 4.1(n)**, neither the U.S. Department of Health and Human Services nor any state agency has conducted or has given Seller or either Guarantor any notice within the five (5) years prior to Closing that it intends to conduct any audit or other review of Seller's business, operations, or participation in the Medicare or Medicaid programs, and no such audit or review would result in any material liability by Seller. To the knowledge of Seller and Guarantors, Seller has complied with all applicable federal, state and local security and privacy Laws regarding protected health information, including the Health Insurance Portability and Accountability Act of 1996.

(o) No Consent Required. Except for the consents and notice requirements specifically listed and described in **Schedule 4.1(o)**, the execution and delivery of this Agreement and the consummation of the transactions provided herein will not require (i) any governmental consent, review, approval, or other process, or (ii) the consent of any party to any Contract or other agreement or instrument to which Seller is a party or by which any of the Assets is subject or may be bound.

(p) **Permits and Licenses.** Schedule 4.1(p) attached hereto lists each and every permit, license, approval, and authorization that Seller and or any of its Affiliates (excluding Lexington Vein and Aesthetic Center, PLLC and Hospitalist Associates of Lexington, PLLC) hold in connection with Seller's business and the operation of the Clinics. To Seller's and either Guarantor's knowledge, except as otherwise set forth in Schedule 4.1(p), no other permit, license, approval, or authorization of any governmental unit or administrative or regulatory agency is necessary for the lawful conduct of Seller's business and the operation of the Clinics. Seller has delivered to Buyer copies of all permits, licenses, approvals, and authorizations listed on Schedule 4.1(p), as well as copies of all licenses and permits held by all licensed employees and independent contractors of Seller who are as of the date hereof employed or engaged in the operation of the Clinics.

(q) **Accounts Receivable.** The Accounts Receivable of Seller (excluding those Accounts Receivable for Excluded Services), to the extent uncollected, are collectible in substantially the same amounts or percentage as in the ordinary and historical course of Seller's business, subject to contractual adjustments, refunds and setoffs, and are valid, existing, and represent monies arising from bona fide and arm's length transactions in the ordinary course of the lawful conduct of Seller's operation of the Clinics. The Accounts Receivable and any other receivables owed to Seller as of the Closing Date, including, without limitation, those currently outstanding Accounts Receivable and any other receivables reflected on the Financial Statements, (i) are valid obligations owed to Seller by third parties, (ii) result from the operation and lawful conduct of Seller's business and the operation of the Clinics in the usual and ordinary course, and (iii) are not, to the best of Seller's knowledge, disputed or otherwise subject to any refund, discount, counterclaim or right of setoff except for contractual adjustments or as reflected on the Financial Statements. The Accounts Receivable for Clinic Activities prior to Closing will be billed and collected by Seller consistent with its ordinary and historical course of business, as and when due.

(r) **Absence of Specified Changes.** Except for the transactions and agreements provided for herein, since the Balance Sheet Date, there has not been in connection with the business and operation of the Clinics: (i) any transfer, conveyance, or other transaction by Seller except in the ordinary course of business; (ii) any capital expenditure by Seller exceeding One Thousand Dollars (\$1,000.00); (iii) any material adverse change in working capital, financial condition, business, markets, properties, assets, results of operations, or prospects; (iv) any event which has materially and adversely affected or may materially and adversely affect Seller or the Clinics, including, without limitation, any material reduction in any charge or fee schedule; (v) any material destruction, damage to, or loss of any material asset of Seller, whether or not covered by insurance; (vi) any indebtedness incurred for which an Encumbrance on any of the Assets has been given as security; (vii) any increase in salaries or benefits to employees or independent contractors of Seller, other than annual increases implemented in the ordinary course of business in accordance with the past practices of Seller; (viii) any written or oral modification, amendment, or other material change to any Contract listed in Schedule 2.3; (ix) any sale, transfer, or disposition of any equipment that is material to the Clinics, other than dispositions in the ordinary course of business where the equipment disposed of is replaced by equipment of at least equal value and utility; (x) any transaction with any Affiliate of Seller (excluding transactions related to Accounts Receivable for Excluded Services with LB Health, PSC, InpatientCare PLLC, Lexington Vein and Aesthetic Center,

PLLC and Hospitalist Associates of Lexington, PLLC); or (xi) any agreement by Seller to do any of the things described in this Section 4.1(r).

(s) **Insurance Policies.** Set forth on **Schedule 4.1(s)** attached hereto is a complete list of the insurance policies which Seller maintains with respect to the business and operation of the Clinics (including, without limitation, all medical malpractice policies for all physicians who provided services at the Clinics at any time during the last four (4) years) (the "*Insurance Policies*"), the premiums paid for the Insurance Policies during the last three (3) years, and the coverage limits and deductibles applicable thereto. The Insurance Policies for physicians who provided services during the last twelve (12) months are in full force and effect. Seller is not in default with respect to any provision contained in any of the Insurance Policies and has not failed to give any notice or present any claim under any of such Insurance Policies in a due and timely fashion. Since January 1, 2008, there has not been any material adverse change in Seller's relationship with its insurers or in the premiums payable pursuant to the Insurance Policies with respect to the business and operation of the Clinics. Seller has not received any notification from any insurance carrier denying or disputing any claim made by Seller, denying or disputing the coverage for any claim, denying or disputing the amount of any claim, or regarding the possible cancellation of any policies.

(t) **Employee Benefit Plans.** Except as described in **Schedule 4.1(t)** attached hereto, Seller does not maintain, contribute to, or participate in, and has never maintained, contributed to, or participated in, any pension, profit sharing, or other retirement plan, any multi-employer plan as defined in Section 400(a)(3) of the Employee Retirement Income Security Act of 1974 ("*ERISA*"), or any other employee benefit, health, welfare, medical, disability, life insurance, stock, stock purchase, or stock option plan, program, agreement, arrangement, or policy of any kind (collectively, the "*Employee Benefit Plans*"). The written terms of the Employee Benefit Plans are, and each Employee Benefit Plan has been administered, in compliance with the requirements of ERISA and, where applicable, the Internal Revenue Code of 1986. Buyer will incur no obligation or liability under or relating to the Employee Benefit Plans as a result of the transactions contemplated by this Agreement, or otherwise.

(u) **No Brokers or Finders.** No person or entity has, as a result of any act or failure to act by Seller or any Affiliate of Seller, or Guarantors, nor as a result of the transactions contemplated hereby will any person or entity have, as a result of any act or failure to act by Seller, any Affiliate of Seller, or Guarantors any right, interest, or claim for any commission, fee, or other compensation as a broker, finder, or in any similar capacity in connection with the transactions contemplated by this Agreement.

(v) **Use of Names and Trademarks.** The only names under which Seller and/or the Clinics has ever conducted business are the Names. Seller has filed Certificates of Assumed Name with the Secretary of State for each and every Name set forth in **Schedule 1**, and no third party has ever notified Seller that the use of any Name is in violation of the rights of any third party. Seller registered the service mark set forth in Schedule 1, and no party has ever notified Seller that the use of this service mark is in violation of the rights of any third party.

(w) **The Real Property.**

(i) Neither Seller nor Guarantors have (A) received notice of a violation of any applicable ordinance or other law, order, regulation, or requirement in connection with the Real Property, (B) received notice of any current violation of any applicable ordinance or other law, order, regulation in connection with the Real Property, or (C) received notice of any condemnation, lien, assessment, or the like, relating to any part of the Real Property or the operation thereof. To Seller's and either Guarantor's knowledge, there is not presently contemplated or proposed any condemnation or similar action or zoning action or proceeding with respect to the Real Property or the operation thereof;

(ii) The Real Property and the Clinics are in compliance with all applicable zoning ordinances (including without limitation, parking requirements, ADA and OSHA), and to Seller's and either Guarantor's knowledge the consummation of the transactions contemplated herein will not result in a violation of any applicable zoning ordinance or the termination of any applicable zoning variance now existing;

(iii) To Seller's and either Guarantor's knowledge, the Real Property and all buildings, improvements, and fixtures thereon or therein, and all parts thereof and appurtenances thereto, including, without limitation, the plumbing, electrical, building structure and foundation, roof, mechanical, heating, ventilation, and air conditioning systems, are in good operating condition and in a reasonable state of maintenance and repair, normal wear and tear excepted; and

(iv) To Sellers and either Guarantor's knowledge, the Real Property has adequate parking available to satisfy the Clinics' current needs.

(x) **Tangible Assets.** To Seller's and either Guarantor's knowledge, the tangible Personal Property used in the Clinics is adequate to fully equip and operate the Clinics at its present level of operation, and each material item of tangible Personal Property is in good operating condition, normal wear and tear excepted.

(y) **Inventory.** All of the Inventory which is still held by Seller on the date hereof is of a quality and quantity usable in the ordinary course of business of Seller.

(z) **Environmental Matters.**

(i) To Seller's and either Guarantor's knowledge, Seller and the Clinics are and at all times have been in compliance with all Environmental Laws (as defined below), which compliance includes, without limitation, the possession by Seller of all permits and other governmental authorizations required under applicable Environmental Laws to operate its businesses as currently operated, and Seller and the Clinics are and at all times have been in compliance in all material respects with the terms and conditions thereof;

(ii) To Seller's and either Guarantor's knowledge, no Hazardous Substances (as defined below) have been generated or stored on, at, or adjacent to the Real Property by Seller or the Clinics, except in compliance with applicable Environmental Laws;

(iii) To Seller's and either Guarantor's knowledge, no Hazardous Substances have been disposed of or released on, from, or adjacent to the Real Property by Seller or the Clinics, except in compliance with applicable Environmental Laws;

(iv) Seller has not received any written communication, whether from a governmental authority, citizen's group, employee, consultant, or otherwise, that alleges that any portion of the Real Property is not in full compliance with Environmental Laws, and there is no Environmental Claim (as defined below) pending or, to Seller's or either Guarantor's knowledge, threatened against Seller, any Affiliate of Seller or Guarantors, or the Landlord or other owners of the Real Property; and

(v) To Seller's and either Guarantor's knowledge, the Real Property does not contain asbestos in any form.

"Environmental Claim" means any claim, action, cause of action, investigation, or notice by any person or entity alleging potential liability (including without limitation potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on, or resulting from (A) the presence, or release on or from the Real Property or the Clinic, of Hazardous Substances or (B) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Laws" means the federal, state, regional, county, or local environmental, health, or safety laws, regulations, ordinances, rules, and policies and common law in effect on the date hereof and the Closing Date relating to the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation or disposal, emissions, discharges, releases, or threatened releases of Hazardous Substances, or otherwise relating to protection of human health or the environment (including without limitation ambient air, surface water, ground water, land surface, or subsurface strata), as the same may be amended or modified to the date hereof and the Closing Date.

"Hazardous Substances" means any toxic or hazardous waste, pollutants, or substances, including, without, limitation medical wastes, asbestos containing materials or substances, any substance defined or listed as a "hazardous substance," "toxic substance," "toxic pollutant," or similarly identified substances or mixture, in or pursuant to any Environmental Law, and medical or infectious wastes.

(aa) **Medical Records.** Seller has maintained the confidentiality of all medical records as required by and in conformance with all applicable state and federal laws and regulations. Seller has not transferred any medical records to any individual or entity against the request of any patient prohibiting the Seller from transferring his/her patient information or records. Seller has maintained applicable medical records in a complete, accurate, and organized manner.

(bb) **Full Disclosure.** None of the representations, warranties, or disclosures made to Buyer by Seller herein, or in any exhibit, schedule, list, certificate, or memorandum furnished or to be furnished to Buyer by Seller or Guarantors in connection herewith, contains or will contain any untrue statement of a material fact or omits or will omit any material fact, the

omission of which would tend to make the statements made herein or therein misleading in any material respect.

4.2 Representations and Warranties by Buyer. As a material inducement for Seller and Guarantors to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby makes the following representations and warranties as of the date hereof and as of the Effective Time, each of which is relied upon by Seller and Guarantors regardless of any investigation made or information obtained by Seller or Guarantors except for Seller's or either Guarantor's actual knowledge:

(a) **Organization and Good Standing.** Buyer is a corporation validly existing in good standing under the laws of the State of Nevada, with all requisite power and authority to carry on its business as presently conducted. Buyer has qualified to do business and is in good standing under the laws of the Commonwealth of Kentucky. Occupational Health Centers of the Southwest, P.A. is a professional association validly existing in good standing under the laws of the State of Texas, has qualified to do business and is in good standing under the laws of the Commonwealth of Kentucky, and has the requisite power and authority to provide Clinic Activities in the Commonwealth of Kentucky.

(b) **Due Authorization.** The execution, delivery, and performance of this Agreement and all other agreements, instruments, certificates, and documents executed and delivered by or on behalf of Buyer and the consummation of the transactions contemplated hereby by Buyer have been duly authorized by all requisite corporate and shareholder action, and no other approvals or authorizations are necessary in connection therewith. This Agreement and all other agreements, instruments, certificates, and documents executed and delivered by or on behalf of Buyer are the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject as to enforcement only to applicable bankruptcy, insolvency, reorganization, or other laws affecting the rights of creditors generally, or to equitable principles.

(c) **Compliance with Instruments and Agreements.** The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach or violation of any of the terms or provisions of, or constitute a breach of or default under, the articles of incorporation or bylaws of Buyer, any applicable Law, or any agreement, instrument, or commitment to which Buyer is a party, by which it is bound, or to which any of its property or assets is subject or may be bound.

(d) **No Consent Required.** No authorization or consent of any federal or state administrative or regulatory agency or other third party is required for the execution, delivery, and performance of this Agreement by Buyer or for the performance by Buyer of the transactions contemplated by this Agreement.

(e) **No Finders or Brokers.** No person or entity has, as a result of any act or failure to act by Buyer or any of its Affiliates, nor as a result of the transactions contemplated hereby will any person or entity have, as a result of any act or failure to act by Buyer or any of its Affiliates, any right, interest, or claim upon Seller for any commission, fee, or other compensation as a finder, broker, or in any similar capacity in connection with the transactions contemplated by this Agreement.

(f) **Compliance with Law.** Buyer knows of no reason why it will not be able to continue the business and operations of Seller, as presently conducted, after closing.

(g) **Full Disclosure.** None of the representations, warranties, or disclosures made to Seller and Guarantors by Buyer herein, or in any exhibit, schedule, list, certificate, or memorandum furnished or to be furnished to Seller and Guarantors by Buyer in connection herewith, contains or will contain any untrue statement of a material fact or omits or will omit any material fact, the omission of which would tend to make the statements made herein or therein misleading in any material respect.

ARTICLE 5
CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions Precedent to Obligations of Buyer. The obligations of Buyer hereunder are subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

(a) **Representations, Warranties, and Covenants.** The representations and warranties of Seller and Guarantors contained in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date. All of the agreements of Seller and Guarantors to be performed on or before the Closing Date pursuant to the terms hereof shall have been performed.

(b) **Action Restraining or Affecting Transaction.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transfer of any of the Assets, and no third party or governmental agency or body shall have taken any action with respect to this Agreement as a result of which the transactions contemplated herein are subject to being restrained or enjoined.

(c) **Material Changes.** Seller shall not have suffered any change, loss, or damage between the Balance Sheet Date and the Closing Date that materially and adversely affects or impairs the financial condition (including, without limitation, the working capital), operation, or prospects of the Clinics.

(d) **Governmental Permits.** Buyer, Seller and/or Guarantors, as appropriate, shall have obtained all licenses, certificates, permits, and rulings of, and made all notices to, all governmental authorities that may be required in connection with Buyer's purchase of the Assets and the continuation of the business and operation of the Clinics by Buyer following the Closing, including, without limitation, compliance with any applicable licensure, notification, and approval procedures of any state agencies that regulate the Clinics.

(e) **Consents, Approvals, and Authorizations.** Seller shall have obtained all consents, approvals, and authorizations and given all notices required in connection with the transactions provided for herein, including, without limitation, all required consents and notices described in **Schedule 4.1(o)**.

(f) **Employment Agreements.** Fadi Bacha, M.D., Larry Burns, M.D. shall have entered into an employment agreement with Buyer or an Affiliate of Buyer, in form and substance satisfactory to Buyer, Bacha and Burns. Each of the persons listed in **Schedule 5.1(f)** attached hereto shall have entered into an employment agreement with Buyer or an Affiliate of Buyer, in each case in form and substance satisfactory to Buyer.

(g) **Deliveries.** Seller shall have delivered to Buyer the following:

(i) An executed and notarized General Conveyance, Bill of Sale, and Assignment, dated as of the Closing Date, substantially in the form of **Exhibit A** attached hereto;

(ii) A certificate or certificates, signed by appropriate officers of Seller and of Guarantor and dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying that (a) the representations and warranties of Seller and Guarantors set forth herein are true and correct as of the Closing Date, and (b) Seller and Guarantors have performed all of the obligations under this Agreement that were required to be performed by Seller and Guarantors prior to or at the Closing;

(iii) Copies of resolutions duly adopted by the board of directors and/or members of Seller, authorizing and approving Seller's performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents to be executed and delivered by Seller as described herein, certified as true, correct, and complete and of full force as of the Closing Date by an appropriate officer of Seller, in form and substance reasonably satisfactory to Buyer;

(iv) Copies of the certificate of incorporation and/or formation and bylaws or company agreement of Seller, certified as true, correct, and complete and of full force as of the Closing Date by an appropriate officer of Seller, in form and substance reasonably satisfactory to Buyer;

(v) Certificates of incumbency for the respective officers of Seller executing this Agreement or making certifications pursuant hereto dated as of the Closing, in form and substance reasonably satisfactory to Buyer;

(vi) Certificates of existence and good standing of Seller from the Commonwealth of Kentucky dated within thirty (30) days prior to the Closing Date;

(vii) The consents, approvals, and authorizations described in **Section 5.1(e)**, in form and substance reasonably satisfactory to Buyer; and

(h) **Assignment of Real Property Lease/New Leases.** Buyer and Seller shall have obtained an assignment of the Hamburg Clinic Real Property Lease from the Landlord, evidencing Buyer's assumption thereof and the release of Seller and Guarantors from any liability arising in connection therewith from and after the Effective Time or Buyer shall have entered into a new lease agreement for the Hamburg Clinic with the Landlord. In addition, Buyer shall have entered into new real property lease agreements for the remaining Real Property locations in form and substance satisfactory to Buyer and Seller.

(i) **Assignment and Assumption of Payor Contracts; Credentialing.**

Buyer shall have had the opportunity to contact the third party payors with which Seller contracts for the purpose of assuming such payor contracts, either by Buyer or one of its Affiliates, at Closing, adding the Clinics and its providers to Buyer's or its Affiliates' current third party payor contracts, or to negotiate and execute new contracts with applicable third party payors after the Closing. Buyer shall be comfortable with the negotiations and timetables for credentialing given by such third party payors prior to the Closing Date. In addition, Seller shall have provided to Buyer complete provider credentialing applications for all providers listed on **Schedule 5.1(i)** to be hired by Buyer or an Affiliate of Buyer prior to the Closing Date. These providers shall have successfully completed Buyer's professional credentialing process and successfully met the underwriting guidelines for Buyer's captive insurance company prior to the Closing.

(j) **Board of Directors Approval.**

Buyer shall have obtained the approval of the Board of Directors of Humana Inc., the parent company of Buyer, to the transactions described in this Agreement.

(k) **Non-Competition Agreements.**

Buyer shall have entered into a Non-Competition Agreement with each of Fadi Bacha, M.D. and Larry Burns, M.D. in form and substance reasonably satisfactory to Buyer, Bacha and Burns. In consideration of the Non-Competition Agreement, Buyer shall pay Drs. Bacha and Burns a total of Eight Hundred Thousand Dollars (\$800,000.00), payable in five (5) equal installments on the first anniversary of the Closing Date and on each subsequent anniversary of the Closing Date until paid in full.

(l) **Due Diligence.**

A full due diligence review of Seller's business shall have been completed by Buyer and Buyer shall be satisfied in its sole and absolute discretion with the results of Buyer's due diligence review of Seller's business and the Assets. If any representative of Buyer has information or knowledge that any of the Representations and Warranties of the Seller contained herein are not true and correct in any material respect, then Buyer shall promptly provide Seller with written notice of such false or incorrect information.

5.2 Conditions Precedent to Obligations of Seller. The obligations of Seller hereunder are subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

(a) **Representations, Warranties, and Covenants.**

The representations and warranties of Buyer contained in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date. All of the agreements of Buyer to be performed on or before the Closing Date pursuant to the terms hereof shall have been performed.

(b) **Action Restraining or Affecting Transaction.**

No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transfer of any of the Assets, and no third party or governmental agency or body shall have taken any action with respect to this Agreement as a result of which the transactions contemplated herein are subject to being restrained or enjoined.

(c) **Deliveries.** Buyer shall have delivered to Seller the following:

- (i) The Purchase Price (under the terms set forth in Section 2.1);
- (ii) A certificate or certificates, signed by an appropriate officer of Buyer and dated as of the Closing Date, in form and substance reasonably satisfactory to Seller, certifying that (a) the representations and warranties of Buyer set forth herein are true and correct as of the Closing Date, and (b) Buyer has performed all of the obligations under this Agreement that were required to be performed by Buyer prior to or at the Closing;
- (iii) Copies of the certificate of incorporation and/or formation of Buyer and Occupational Health Centers of the Southwest, P.A.
- (iv) Certificates of incumbency for the respective officers of Buyer executing this Agreement or making certifications pursuant hereto dated as of the Closing, in form and substance reasonably satisfactory to Seller; and
- (v) Certificates of existence and good standing of Buyer from the States of Nevada and Kentucky, and of Occupational Health Centers of the Southwest, P.A. from the States of Texas and Kentucky, all dated within thirty (30) days prior to the Closing Date.

(d) **Medical Records Agreement.** Seller shall, at Closing, transfer custody of Seller's medical records related to Clinic Activities to Buyer's Affiliate, Occupational Health Centers of the Southwest, P.A., a Texas professional association, under the terms of a Medical Records Agreement in form and substance agreeable to all parties. Medical records for services provided prior to January 31, 2002 are maintained by Seller pursuant to Medical Records Agreements with Kentucky Healthcare Enterprise Inc. Seller agrees to send a letter to Kentucky Healthcare Enterprise Inc. asking if it wants those medical records maintained by Seller under said agreements returned to Kentucky Healthcare Enterprise, Inc.. The Medical Records Agreement between the parties to this Agreement shall provide that all medical records will be maintained and held by Buyer or said Affiliate in accordance with applicable state and federal laws and regulations. Buyer agrees that all medical records transferred pursuant to this Agreement shall be made fully available and accessible to Seller, its counsel, accountants, advisors and designees, at all reasonable times (i) as necessary for billing purposes, (ii) if related to any litigation or dispute involving or relevant to the medical records, or (iii) any audit or any government or third party payor request or audit pertaining to said medical records. Seller, or its designee, may, at its discretion, review and copy, or be provided with copies of, medical records covered by this Agreement. Buyer shall notify Seller at least sixty (60) days prior to the destruction or removal of any medical records, if said destruction or removal occurs within ten (10) years from the Closing Date. Buyer agrees to notify all patients, as required by applicable laws, if said medical records are moved or destroyed, or if Buyer ceases Clinic Activities at any Clinic location. Buyer and its designee shall provide copies of any medical records covered by this Agreement to any patient as required by Law.

ARTICLE 6 INDEMNIFICATION

6.1 **Indemnification by Buyer.** Buyer covenants and agrees to indemnify and hold Seller and Guarantors and their successors and assigns and their respective Affiliates, officers,

directors, shareholders, employees, and agents at all times harmless from and against any Loss caused by or arising out of or in connection with (a) any misrepresentation, breach, or nonfulfillment of any representation, warranty, covenant, or agreement on the part of Buyer under this Agreement, (b) any Assumed Liability, or (c) the business or operation of the Clinics or use of the Assets after the Effective Time.

6.2 Indemnification by Seller and Guarantor. Kentucky Urgent Treatment Associates PSC, Lexington Urgent Treatment Associates PLLC, and each Guarantor, jointly and severally, covenant and agree to indemnify and hold Buyer and its successors and assigns and their respective Affiliates, officers, directors, shareholders, employees, and agents at all times harmless from and against any Loss caused by or arising out of or in connection with (a) any misrepresentation, breach, or nonfulfillment of any representation, warranty, covenant, or agreement on the part of Kentucky Urgent Treatment Associates PSC or Lexington Urgent Treatment Associates, PLLC under this Agreement (including, without limitation, the covenants of Kentucky Urgent Treatment Associates, PSC and Lexington Urgent Treatment Associates, PLLC set forth in Article 7), (b) any Excluded Liability of Kentucky Urgent Treatment Associates PSC or Lexington Urgent Treatment Associates, PLLC, or (c) the business or operation or use of the Assets by Kentucky Urgent Treatment Associates, PSC or Lexington Urgent Treatment Associates, PLLC prior to the Effective Time. South Lexington Urgent Treatment Associates, PSC and Burns, jointly and severally, covenant and agree to indemnify and hold Buyer and its successors and assigns and their respective Affiliates, officers, directors, shareholders, employees, and agents at all times harmless from and against any Loss caused by or arising out of or in connection with (a) any misrepresentation, breach, or nonfulfillment of any representation, warranty, covenant, or agreement on the part of South Lexington Urgent Treatment Associates, PSC under this Agreement (including, without limitation, the covenants of South Lexington Urgent Treatment Associates, PSC and Burns set forth in Article 7), (b) any Excluded Liability of South Lexington Urgent Treatment Associates PSC, or (c) the business or operation or use of the Assets by South Lexington Urgent Treatment Associates, PSC prior to the Effective Time. North Lexington Urgent Treatment Associates, PSC and Bacha, jointly and severally, covenant and agree to indemnify and hold Buyer and its successors and assigns and their respective Affiliates, officers, directors, shareholders, employees, and agents at all times harmless from and against any Loss caused by or arising out of or in connection with (a) any misrepresentation, breach, or nonfulfillment of any representation, warranty, covenant, or agreement on the part of North Lexington Urgent Treatment Associates, PSC under this Agreement (including, without limitation, the covenants of North Lexington Urgent Treatment Associates, PSC and Bacha set forth in Article 7), (b) any Excluded Liability of North Lexington Urgent Treatment Associates PSC, or (c) the business or operation or use of the Assets by North Lexington Urgent Treatment Associates, PSC prior to the Effective Time. Nothing in this Agreement shall require Burns to indemnify Buyer, its successors, and assigns, Affiliates, officers, directors, shareholders, employees, or agents from any loss caused by or arising out of or in connection with any representation, warranty, covenants or agreement on the part of North Lexington Urgent Treatment Associates. Nothing in this Agreement shall require Bacha to indemnify Buyer, its successors, and assigns, Affiliates, officers, directors, shareholders, employees, or agents from any loss caused by or arising out of or in connection with any representation, warranty, covenants or agreement on the part of South Lexington Urgent Treatment Associates.

6.3 Undisputed Claims. A party (the "*Indemnified Party*") may assert a Claim that it is entitled to, or may become entitled to, indemnification under this Agreement by giving notice of its Claim to the party or parties that are, or may become, required to indemnify the Indemnified Party (the "*Indemnifying Party*," whether one or more), providing reasonable details of the facts giving rise to the Claim and a statement of the Indemnified Party's Loss in connection with the Claim, to the extent such Loss is then known to the Indemnified Party and, otherwise, an estimate of the amount of the Loss that it reasonably anticipates that it will incur or suffer. If the Indemnifying Party does not object to the Claim during the twenty (20) day period following the date of delivery of the Indemnified Party's notice of its Claim (the "*Objection Period*"), the Claim shall be considered undisputed and the Indemnified Party shall be entitled to recover the amount of its Loss. The fact that a Claim is not disputed by the Indemnifying Party shall not constitute an admission or create any inference that the asserted Claim is valid for any purpose other than the indemnity obligation of the Indemnifying Party as to such Claim pursuant to this Article 6.

6.4 Disputed Claims. If the Indemnifying Party gives notice to the Indemnified Party within the Objection Period that the Indemnifying Party objects to the Claim, then (a) the parties shall attempt in good faith to resolve their differences during the thirty (30) day period following the date of delivery of the Indemnifying Party's notice of its objection (the "*Resolution Period*"), and (b) if the parties fail to resolve their disagreement during the Resolution Period, either party may unilaterally submit the disputed Claim for binding arbitration in Lexington, Kentucky, in accordance with the American Health Lawyers Association's rules for commercial arbitration in effect at the time. The award of the arbitrator or panel of arbitrators shall include reasonable attorneys' fees to the prevailing party and may be entered in any appropriate court.

6.5 Third Party Suits. In the case of any Third Party Suit, the Indemnifying Party shall, at its own cost and expense, either contest, compromise or settle any such Claim or cooperate with the Indemnified Party in defending any such Claim, in which latter case the Indemnified Party shall permit the Indemnifying Party to participate in the defense of any such Claim at the Indemnifying Party's own cost and expense. The Indemnified Party shall obtain the prior written approval of the Indemnifying Party prior to settling any Claim for an amount greater than \$1,000.00. Regardless of whether any such Claim is defended by Seller or by Buyer, the defending party shall (i) contest, compromise or settle such Claim or proceeding with reasonable diligence; (ii) cooperate with the other party in the investigation and analysis of such proceeding; (iii) afford the other party or parties reasonable access to such relevant information as it may have in its possession; and (iv) keep the other party or parties reasonably informed regarding such Claim or proceeding.

6.6 Settlement or Compromise. If the Indemnified Party is conducting the defense of a Third Party Suit, the Indemnified Party shall give the Indemnifying Party at least fifteen (15) days prior written notice of any proposed settlement or compromise, during which time the Indemnifying Party may assume the defense of the Third Party Suit and, if it does so (or if the Indemnifying Party has already assumed control of such Third Party Suit), the proposed settlement or compromise may not be made without the Indemnified Party's consent, which shall not be unreasonably withheld, conditioned, or delayed. If the Indemnifying Party does not so assume the defense of the Third Party Suit, the Indemnified Party may enter into the proposed settlement. Any settlement or compromise of any Third Party Suit by either the Indemnifying Party or the Indemnified Party entered into in compliance with this Section 6.6 shall also be

binding on the other party in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of the settlement or compromise.

6.7 Failure to Act by Indemnified Party. Any failure by the Indemnified Party to defend a Third Party Suit shall not relieve the Indemnifying Party of its indemnification obligations if the Indemnified Party gives the Indemnifying Party at least thirty (30) days prior written notice of the Indemnified Party's intention not to defend and affords the Indemnifying Party the opportunity to assume the defense.

ARTICLE 7 **POST-CLOSING COVENANTS**

7.1 Certain Employee Matters. As of the Effective Time, Seller shall terminate all of its employees and independent contractors employed or engaged in the operation of the Clinics. Buyer will use reasonable efforts to offer employment to all of Seller's employees listed on Schedule 4.1(m) on such terms and conditions as Buyer may determine in its sole discretion. Seller understands Buyer's intentions that (i) any and all employees or independent contractors employed or engaged by Seller prior to the Effective Time who are hired or engaged by Buyer or any Affiliate of Buyer following the Effective Time shall be considered "new hires" by Buyer or such Affiliate of Buyer, and, accordingly, the terms and conditions of any such persons' former employment or engagement with Seller or otherwise shall not be applicable to their employment or engagement by Buyer or such Affiliate of Buyer, provided, however, that such "new hires" shall be granted tenure by Buyer or any Affiliate of Buyer for employee benefits purposes equal to each respective employee's original hire date with Seller; (ii) Buyer or Buyer's Affiliate shall have the sole right with respect to, and be solely responsible for, establishing all terms and conditions relating to the employment or engagement of any identified employee or independent contractor; and (iii) nothing contained in this Agreement or otherwise shall obligate Buyer or Buyer's Affiliate, after it has hired or engaged any employee or independent contractor, to continue to employ or engage any employee or independent contractor for any length of time, and the employment or engagement of any such person shall be terminable at will at any time. Immediately following the Effective Time, Seller shall pay all accrued and unpaid vacation, sick leave, and/or paid time off payable to Seller's and such Affiliates' employees, officers, and/or directors employed or engaged in the operation of the Clinics. Notwithstanding any provision in this Agreement, Seller, its Affiliates, and each Guarantor may offer part-time employment to any individual who is an employee of Seller at Closing provided that such services are (i) related to Excluded Services or administrative tasks, (ii) not competitive with the Clinic Activities, and (iii) not performed during normal business hours if such employee is then currently employed by Buyer or an Affiliate of Buyer.

7.2 Books and Records; Personnel.

(a) For a period of three (3) years after the Closing Date, Seller shall not dispose of or destroy any of the material Books and Records of Seller (excluding medical records transferred to Buyer and other health information, as defined under 45 C.F.R. §160.103 (such as patient billing records, and other patient-related documentation as required under HIPAA), which shall be retained by Buyer's designee for a minimum of seven (7) years after the treatment date, or such other time period as may be required by applicable federal and state laws) relating to periods prior to the Effective Time without first offering to turn over possession thereof to

Buyer by written notice to Buyer at least thirty (30) days prior to the proposed date of such disposition or destruction.

(b) Before Closing and for a period of three (3) years after the Closing Date, Seller shall allow Buyer and its agents access to all Books and Records during normal working hours at Seller's principal place of business or at any location where any Books and Records are stored, and Buyer shall have the right, at its expense, to make copies of any Books and Records; *provided, however*, that any such access or copying shall be had or done in such a manner so as not to interfere with the normal conduct of Seller's business.

(c) Buyer shall reimburse Seller for the reasonable costs and expenses to Seller in performing the covenants contained in this Section 7.2.

7.3 Non-Competition and Non-Solicitation Covenants of Seller and Guarantors.

(a) During the Restricted Time Period, Seller and Guarantors hereby covenant and agree to be bound and abide by the restrictions set forth in this Section 7.3, and as set forth in the Non-Competition Agreement described in Section 5.1(k).

(b) During the Restricted Time Period, within the Restricted Area, neither Seller, Guarantors, nor any Affiliate of Seller or Guarantors will, directly or indirectly (including financial interests held by any Seller's or either Guarantor's Affiliate), either as an employer, consultant, agent, employee, independent contractor, principal, partner, member, stockholder (other than any shares in a mutual fund, regardless of amount, or as an owner of less than five percent (5%) of the securities of a publicly held corporation), or in any other capacity, engage or participate in, or consult with, any person or entity engaged in or providing services that are in competition with Clinic Activities. Notwithstanding the foregoing, the non-competition restriction in this Section 7.3(b) shall not preclude Bacha, Burns, Seller, Hospitalist Associates of Lexington, PLLC, Lexington Vein and Aesthetic Center, PLLC, InpatientCare PLLC or LB Health PSC from providing Excluded Services.

(c) During the Restricted Time Period, within the Restricted Area, neither Seller, Guarantors, nor any Affiliate of Seller or either Guarantor will, either for its own account or for any other person, firm, corporation, or other entity, either directly or indirectly: (i) call on or solicit, or attempt to call on or solicit, any of the Clinics', Buyer's, or any Affiliate of Buyer's patients or customers; or (ii) induce, or attempt to induce, any employee of Buyer or any Affiliate of Buyer to terminate his or her employment or hire away, attempt to hire away, or otherwise employ or engage any employee of Buyer or any Affiliate of Buyer.

(d) Seller and Guarantors expressly acknowledge that they have knowledge of certain business methods, trade secrets, and other proprietary information in connection with the Clinics' business. Seller and Guarantors expressly acknowledge and agree that the Confidential Information (as hereinafter defined) is proprietary and confidential, and if any of the Confidential Information was imparted to, or became known by, any persons engaging in a business in any way competitive with that of Buyer or any Affiliate of Buyer, such disclosure would result in hardship, loss, irreparable injury and damage to Buyer or such Affiliate of Buyer the measurement of which would be difficult, if not impossible, to determine. Accordingly, Seller and Guarantors expressly agree that Buyer has a legitimate interest in protecting the Confidential

Information and its business goodwill, that it is necessary for Buyer to protect its businesses and the businesses of its Affiliates from such hardship, loss, irreparable injury, and damage, that the following covenants are a reasonable means by which to accomplish those purposes and that violation of any of the protective covenants contained herein shall constitute a breach of trust and is grounds for appropriate legal action for damages, enforcement, and/or injunction. Notwithstanding the foregoing, neither this Section 7.3(d) nor Section 7.3(e) shall apply to any information that was (i) known to the receiving party before its disclosure, (ii) is publicly available through no fault of Seller or Guarantors or the party in possession of such information, or (iii) has been lawfully obtained from a third party without breach of the restrictions set forth in this Section 7.3(d) or (iv) in connection with the activities permitted in section 7.3(b) above.

(e) The confidential information obtained from or held by Seller or its predecessors or Guarantor (the "*Confidential Information*") includes, by way of illustration and not by way of limitation: (i) lists containing the names of patients, customers, employees, principals, and suppliers of the Clinics; (ii) the past, present, and prospective methods, procedures, and techniques utilized in identifying prospective referral sources, patients, customers, and suppliers and in soliciting the business thereof; (iii) the methods, procedures, and techniques used in the operation of the Clinics' business, including the methods, procedures, and techniques utilized in marketing, pricing, applying, and delivering occupational health and urgent care products and services; and (iv) compilations of information, records, and processes which are used in the operation of the Clinics' business.

(f) Seller and Guarantors acknowledge that the Confidential Information gives Buyer and the Clinics an advantage over their competitors and that the same is not available to, or known by, Buyer's competitors or the general public. Seller and Guarantors acknowledge that Seller and its predecessors have devoted, and Buyer will devote, substantial time, money, and effort in the development of the Confidential Information and in maintaining the proprietary and confidential nature thereof. Seller and Guarantors agree to use their best efforts and to exercise utmost diligence to protect and safeguard any of the Confidential Information that is known to Seller or Guarantors that at any time is in Seller's or either Guarantor's possession. Except as required by law or a court order, Seller and Guarantors agree that they will not disclose, disseminate, or distribute to another, or induce any other person to disclose, disseminate, or distribute, any Confidential Information, directly or indirectly, either for Seller's or either Guarantor's own benefit or for the benefit of another, whether or not acquired, learned, obtained, or developed by Seller or Guarantors alone or in conjunction with others, and Seller and Guarantors will not use or cause to be used any Confidential Information in any way except as is required in the course of Seller's or either Guarantor's involvement with Buyer. Seller and Guarantors acknowledge and agree that all Confidential Information, whether prepared by Seller, Guarantors, or otherwise, shall remain the exclusive property of Buyer after the Closing.

(g) Each covenant in this Section 7.3 shall be construed as an agreement that is independent of any other provision of this Agreement and, unless otherwise indicated herein, each such covenant shall survive the Closing of the transactions contemplated by this Agreement. The existence of any claim or cause of action of Seller or Guarantors against Buyer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Buyer of each of the covenants set forth in this Section 7.3.

(h) If Seller, Guarantors, or any Affiliate of Seller or Guarantors violate any of covenants set forth in this Section 7.3 and Buyer or any of its Affiliates brings legal action for injunctive or other relief hereunder, Buyer shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full Restricted Time Period of the protective covenants contained in this Section 7.3. Accordingly, the Restricted Time Period shall have a duration equal to the time period stated in Section 7.3(a), computed from the date relief is granted, but reduced by the time between the period when the restriction began to run and the date of the first violation of the covenant by Seller, Guarantors, or such Affiliate of Seller or Guarantors.

(i) Seller and Guarantors agree that the breach or attempted breach of Seller's or either Guarantor's obligations under this Section 7.3 would cause irreparable injury to Buyer and that any remedy at law would be inadequate. Seller and Guarantors therefore agree, in addition to any other relief, that Buyer and its Affiliates will be entitled to injunctive and other equitable relief in case of any such breach or attempted breach. Seller and Guarantors expressly waive any requirement that Seller or Guarantors could assert for the securing or posting of any bond in connection with the obtaining of such injunctive or other equitable relief.

(j) If any of the restrictions set forth in this Section 7.3 are adjudicated by a court of competent jurisdiction to be excessively broad, those restrictions determined to be excessively broad shall be reduced to the minimum extent necessary to make such restrictions enforceable, and the restrictions shall be enforced subject to such reduction. Any provision of this Section 7.3 not so reduced shall remain in full force and effect as written.

7.4 Abandonment of Names. Subject to the Seller's right to endorse checks with the name of the payee as specified in Section 7.8 below, and subject to such other rights as may be reasonably necessary to collect the Accounts Receivable, within five (5) business days following the Closing Date, Seller and Guarantors shall take all actions necessary (including, without limitation, making any filings necessary to abandon any assumed business or professional name derivative of or similar to the Names) to cease all use of the Names or any name derivative thereof or similar thereto. Seller shall provide Buyer with file stamped copies and other appropriate evidence of all such actions within fifteen (15) days following the Closing Date.

7.5 Post-Closing Insurance Coverage. With respect to any of the Insurance Policies which are written on a "claims made" basis (as differentiated from insurance written on an "occurrence" basis, as such terms are generally used in the insurance industry), Seller shall purchase, at Seller's expense, "tail" insurance for prior acts coverage for the Clinic, Seller, and all past and present physicians and other providers who provide or have provided services at, for, or in connection with the Clinic within the past two (2) years of the Effective Date, which "tail" insurance coverage shall be effective for a period of not less than four (4) years from the Closing Date, shall have coverage limits of One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the annual aggregate per provider, and shall otherwise be in form and substance reasonably satisfactory to Buyer. Alternatively, following the Closing Date, Seller shall continue to maintain its current insurance coverage for the Clinics and the Clinics' providers with respect to all periods prior to the Closing Date, which shall also cover the provision of Excluded Services by Seller and each Guarantor. Seller shall provide Buyer on an annual basis evidence that such insurance is maintained in full force for a period of not less than four (4) years from the Closing Date. Furthermore, in the event such insurance is cancelled or

lapses for any reason, Seller shall give Buyer thirty (30) days advance written notice of such event.

7.6 Reallocation of Purchase Price. Within ninety (90) days following the Closing Date, if applicable or at the request of Buyer's auditors, Seller, Guarantors and Buyer may, by agreement of all parties, amend **Schedule 2.2** in order to reallocate the Purchase Price.

7.7 The Prorated Expenses. In the event Buyer and Seller are prohibited by a vendor from paying a partial invoice for the Prorated Expenses, Buyer shall submit payment in full for such invoice to the vendor, and Seller agrees to reimburse Buyer for Seller's pro rata share of the invoice within seven (7) business days of Seller's receipt of notice and proof of payment from Buyer that such invoice has been paid by Buyer.

7.8 Collection of Pre-Closing Accounts Receivable. After the Effective Time, Buyer shall, as agent for and in the name of Seller and on Seller's behalf, submit and process claims for payment of Clinic Activities to Medicare, Medicaid and, to the extent that only Seller is permitted to directly receive payment, any other Government Payment Programs (the "*Governmental Payors*") for Clinic Activities provided in connection with the lawful conduct of Seller's operation of the Clinic on or prior to the Closing Date. All of the payments with respect to such Clinic Activities claims shall continue to be deposited into Seller's bank account or accounts (the "*Deposit Account*"). At least fifteen (15) days prior to the Closing, Seller shall identify in a written notice to Buyer the Deposit Account and the bank or financial institution where the Deposit Account is maintained (the "*Deposit Account Bank*"). The Deposit Account shall be and remain under the exclusive domain and control of Seller; *provided, however*, that Seller shall, effective as of the Closing Date, enter into and maintain a depository agreement or disposition instructions with the Deposit Account Bank relating to the Deposit Account in the form reasonably satisfactory to Seller and Buyer, and in such form as is acceptable to the Deposit Account Bank. The depository agreement or disposition instructions shall include provisions that: (a) provide for the daily sweep of funds received for Clinic Activities from the Deposit Account into the bank account or accounts designated by Buyer (the "*Buyer Account*"); (b) provide for the immediate notification by the Deposit Account Bank to Buyer in the event that Seller terminates or modifies the depository agreement or any disposition instruction to the Deposit Account Bank; and (c) are otherwise consistent with the terms of this Agreement and any other agreement between Buyer and Seller. After the Closing Date, Seller shall not: (i) take any actions that interfere with the transfer of funds received as payment for Clinic Activities from the Deposit Account to the Buyer Account as provided in this **Section 7.8**; (ii) remove, withdraw, or authorize the removal or withdrawal of any funds received as payment for Clinic Activities from the Deposit Account for any purpose except to accomplish the daily sweep of funds from the Deposit Account to the Buyer Account as described in this **Section 7.8**; (iii) instruct any Governmental Payor to make payments for Clinic Activities to any account or location other than the Deposit Account; or (iv) take any other action or actions contrary to the terms contained in this **Section 7.8**. Seller acknowledges and agrees that any such action contrary to this **Section 7.8** shall, notwithstanding Seller's ultimate control over the Deposit Account, constitute a material breach of Seller's covenants in favor of Buyer pursuant to this Agreement. Nothing in this Section 7.8 shall require Seller to transfer any payment for Excluded Services to Buyer or the Deposit Account and Buyer agrees to return to Seller any payment for Excluded Services received by Buyer or transferred into the Deposit Account.

7.9 Seller's Right of First Refusal. The parties agree that, in the event that Buyer decides to exit the Lexington, Kentucky market (the "Market") and/or divest some or all of the Clinics, Seller and Guarantors shall have a right of first refusal to purchase the Clinics from Buyer at such time. At least ninety (90) days before Buyer, its successors, assigns or Affiliates exits the Market or sells all or a substantial part of the assets at any Clinic location, within ten (10) years after the Closing Date, Buyer shall give Seller written notice of said event, which notice shall include a description of the terms and purchase price of any proposed sale to a third party. Seller and Guarantors shall have thirty (30) days from the date of said notice to notify Buyer in writing that Seller intends to purchase the assets of said Clinic(s). The closing of the sale of assets pursuant to this provision shall take place within forty-five (45) days after Seller's notice to Buyer described above, at a time and place agreed to by the parties. If the Seller and Guarantors elect to purchase Clinic(s) after receiving notice that Buyer has decided to exit the Market or sell all or a substantial part of the assets at any Clinic location, the sale and purchase shall be on substantially the following terms and conditions:

(a) Buyer shall assign to Seller, to the extent possible, the real property lease for said clinic(s) and all equipment leases for equipment located at or used at said clinic location(s);

(b) Buyer shall sell and transfer to Seller at fair market value all equipment, furniture, fixtures, leasehold improvements, furnishings, supplies, and telephone numbers located or used at the clinic location; and

(c) Buyer's cash on hand, accounts receivables, general intangibles and goodwill shall not be included in the transfer and sale to Seller.

If Seller repurchases assets pursuant to this Section 7.9, the provisions of any Non-Competition Agreement shall be modified to allow Seller to provide services at the clinic where the repurchased assets are located, and the parties shall take all steps reasonably necessary to effect this change in the Non-Competition Agreement. The provisions of this Section 7.9 shall survive Closing.

ARTICLE 8 **COVENANTS OF SELLER**

8.1 Conduct of the Business Until Closing. Following the Effective Date and prior to the Closing, except as specifically contemplated or permitted by this Agreement or to the extent that Buyer shall otherwise consent in writing:

(a) **Ordinary Course.** Seller shall operate the Clinics, and not take any action except in, the ordinary course of business, and in a manner consistent in all material respects with past practice and to use all reasonable best efforts to preserve intact its present business organization, maintain its material rights, licenses and permits, keep in full force all insurance policies referred to in Section 4.1(r), keep available the services of its providers and preserve its relationships with clients, customers, providers, patients and others having business dealings with Seller in such a manner that Seller's goodwill is not impaired in any material respect as of the Closing.

(b) **Acquisitions.** Seller will not, in a single transaction or a series of related transactions, acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof.

(c) **Dispositions.** Seller shall not, in a single transaction or a series of related transactions, sell (including sale-leaseback), lease, pledge, encumber or otherwise dispose of, or agree to sell (or engage in a sale-leaseback), lease (whether such lease is an operating or capital lease), pledge, encumber or otherwise dispose of, any of the Assets (other than Excluded Assets), other than dispositions in the ordinary course of business consistent with past practice; provided, however, that in any event, Seller shall not consummate or agree to consummate any such transaction with respect to the Assets.

(d) **Material Change.** Seller shall not enter into any transaction, take any action or fail to take any action which would, or could reasonably be expected to, materially adversely affect Seller or its ability to perform its obligations under this Agreement; encumber any of the Assets, or, other than as specified in Section 8.1(c) above, dispose of any of the Assets. In addition, Seller shall not enter into any transaction, take any action or fail to take any action, in a manner which would result in any of the representations, warranties, disclosures, agreements or covenants of Seller contained in this Agreement, the exhibits hereto or any document delivered in connection with the consummation of the transaction contemplated hereby, not to be true and complete, as of the time of such transaction, action or failure to take action, and also on the Closing.

(e) **Maintenance of Assets.** Seller shall maintain all the Assets in good operating condition and repair in accordance with its past practices, subject to ordinary wear and tear.

8.2 Compliance with Laws. From the Effective Date through the Closing, Seller shall comply with all laws of the Commonwealth of Kentucky, the United States and any other governmental body with jurisdiction over the Seller or the Clinics.

8.3 Key Personnel and Employment Agreements. In accordance with Section 5.1(f) and Section 5.1(l), after the Effective Date but prior to the Closing, Seller shall provide Buyer and its representatives the opportunity to interview key personnel of the Seller and the Clinics in order to determine potential candidates for future employment with Buyer or its affiliates after the Closing Date. Such access to Seller's personnel shall occur within a reasonable time after the Effective Date but prior to the Closing Date to allow for negotiation and execution of employment agreements where applicable prior to the Closing.

8.4 Schedules and Advice of Changes. The parties hereto acknowledge and agree that the Schedules referenced in this Agreement are incomplete as of the Effective Date. Accordingly, between the Effective Date and the Closing, Seller and Buyer agree to work together to complete, supplement or amend the Schedules referred to herein as and when necessary to finalize same prior to the Closing. Between the Effective Date and the Closing, Seller will promptly advise Buyer in writing of any material fact that is required to be set forth in or disclosed pursuant to this Agreement.

ARTICLE 9
MISCELLANEOUS

9.1 Confidentiality. Subject to Section 9.2, prior to the Closing, the parties hereto shall keep confidential all information relating to the other that it obtains pursuant to this Agreement and shall use such information only for the purposes contemplated by this Agreement. In the event the Closing does not occur by reason of failure of one of the conditions to the Closing, Buyer and Seller agree (a) to return to the other party all documents, financial statements, and other information furnished or copied in connection with the transactions contemplated by this Agreement, and (b) not to disclose without the prior written consent of the other party any information obtained with respect to the business or operations of the other party hereto or any Affiliate of such party. In addition, information which is not capable of being returned or destroyed shall remain subject to the confidentiality and non-disclosure obligations of this Agreement for two (2) years from the date hereof. Buyer agrees to keep confidential all Books and Records of Seller and shall use such information only for the purposes contemplated by this Agreement.

9.2 Publicity. Prior to Closing, no public announcement or other publicity regarding the transactions contemplated by this Agreement shall be made by any party without the prior written approval of all parties as to form, timing, and manner of distribution or publication. Nothing in this Section 9.2 or in Section 9.1 shall be considered to prohibit any party from making any disclosure required by any Law, including, without limitation, any federal or state securities law, rule, or regulation, or any court order.

9.3 Notices. All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when received if delivered personally; mailed by first class mail, postage prepaid, registered or certified mail, return receipt requested; delivered by Federal Express or other overnight courier service; or sent by facsimile or other online transmission system with written confirmation of delivery, as follows:

If to Buyer: Concentra Health Services, Inc.
5080 Spectrum Drive, Suite 1200 West
Addison, Texas 75001
Attention: General Counsel
Fax No.: (972) 387-1938

If to Seller: Lexington Urgent Treatment Associates, PLLC
1904 Nicholasville Road
Lexington, KY 40503
Attention: Larry Burns, M.D.
With a copy to each Guarantor

Kentucky Urgent Treatment Associates, PSC
1904 Nicholasville Road
Lexington, KY 40503
With a copy to each Guarantor

North Lexington Urgent Treatment Associates, PSC
110 Foaling Ridge,
Nicholasville, Kentucky 40356
With a copy to Fadi Bacha, M.D.

South Lexington Urgent Treatment Associates, PSC
1904 Nicholasville Road
Lexington, KY 40503
With a copy to Larry Burns, M.D.

If to Guarantors: Fadi Bacha, M.D.
110 Foaling Ridge,
Nicholasville, Kentucky 40356

Larry Burns, M.D.
1904 Nicholasville Road
Lexington, KY 40503

9.4 Governing Law; Interpretation; Section Headings. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky. The section headings contained herein are for purposes of convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

9.5 Entire Agreement. This Agreement (including the Schedules and Exhibits referred to herein) sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements, and understandings, whether written or oral, related to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto which is not embodied in this Agreement, or in the Exhibits or Schedules attached hereto or the written statements, certificates, or other documents delivered pursuant hereto.

9.6 Survival; Limitation on Actions. The terms, provisions, covenants, representations, warranties, and conditions of this Agreement shall survive the Closing. All of the terms, provisions, covenants, representations, warranties, and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

9.7 Amendment; No Waiver. This Agreement may be amended, modified, superseded, or canceled, and any of the terms, provisions, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by all parties hereto, or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any condition, or of the breach of any term, provision, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a

further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, covenant, representation, or warranty.

9.8 Severability. In the event that any one or more of the provisions of this Agreement shall be held or otherwise found to be invalid, illegal, or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

9.9 Assignment; No Third Party Beneficiary. None of the parties hereto shall assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto; *provided, however,* and notwithstanding the foregoing, that Buyer may (a) prior to or at the Closing assign all or any portion of Buyer's rights and obligations pursuant to this Agreement to any other wholly owned subsidiary or Affiliate of Concentra Inc., and (b) after the Closing, assign any or all of its rights hereunder without any consent or approval of any other party to this Agreement. Notwithstanding any such assignment by Buyer, however, Buyer shall remain primarily liable to Seller for the performance of all of Buyer's covenants and obligations pursuant to this Agreement. Except for any such valid assignment, this Agreement is for the sole benefit of the undersigned parties hereto and is not for the benefit of any third party.

9.10 Further Assurances. The parties shall execute and deliver such other documents and instruments, and take such other actions, as either party may reasonably request in order more fully to vest and perfect in Buyer all right, title, and interest in and to the Assets, free and clear of all Encumbrances and otherwise to effectuate the transactions contemplated by this Agreement.

9.11 Counterparts. Separate copies of this Agreement may be signed by the parties hereto, with the same effect as though all of the parties had signed one copy of this Agreement. Signatures sent by facsimile or electronic transmission shall be deemed to be originals for all purposes of this Agreement.

9.12 Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in any final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred therein by such party or parties (including, without limitation, such costs, expenses, and fees on any appeal or in connection with any bankruptcy proceeding) up to a maximum of \$50,000 for any such action, and if the successful party recovers judgment in any such action or proceeding, such costs, expenses, and attorneys' fees shall be included in and as a part of such judgment. Notwithstanding the foregoing, there shall be no cap on attorneys' fees for any action to enforce the non-competition and non-solicitation provisions in Section 7.3.

9.13 Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties as set forth in this Agreement.

9.14 UNCONDITIONAL GUARANTY OF OBLIGATIONS. FOR GOOD AND VALUABLE CONSIDERATION, AND AS A MATERIAL INDUCEMENT TO BUYER TO ENTER INTO AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, GUARANTORS HEREBY UNCONDITIONALLY GUARANTEE TO BUYER THE PROMPT PERFORMANCE OF EACH AND EVERY OBLIGATION OF KENTUCKY URGENT TREATMENT ASSOCIATES PSC AND LEXINGTON URGENT TREATMENT ASSOCIATES PLLC SET FORTH HEREIN, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THOSE OBLIGATIONS SET FORTH IN ARTICLE 6 AND ARTICLE 7 OF THIS AGREEMENT. FOR GOOD AND VALUABLE CONSIDERATION, AND AS A MATERIAL INDUCEMENT TO BUYER TO ENTER INTO AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, BACHA HEREBY UNCONDITIONALLY GUARANTEES TO BUYER THE PROMPT PERFORMANCE OF EACH AND EVERY OBLIGATION OF NORTH LEXINGTON URGENT TREATMENT ASSOCIATES PSC SET FORTH HEREIN, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THOSE OBLIGATIONS SET FORTH IN ARTICLE 6 AND ARTICLE 7 OF THIS AGREEMENT. FOR GOOD AND VALUABLE CONSIDERATION, AND AS A MATERIAL INDUCEMENT TO BUYER TO ENTER INTO AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, BURNS HEREBY UNCONDITIONALLY GUARANTEES TO BUYER THE PROMPT PERFORMANCE OF EACH AND EVERY OBLIGATION OF SOUTH LEXINGTON URGENT TREATMENT ASSOCIATES PSC SET FORTH HEREIN, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THOSE OBLIGATIONS SET FORTH IN ARTICLE 6 AND ARTICLE 7 OF THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

BUYER:

CONCENTRA HEALTH SERVICES, INC.

By: Ted Emmert
Name: Ted Emmert
Title: VP-Corporate Development

SELLER:

NORTH LEXINGTON URGENT TREATMENT ASSOCIATES, PSC

By: Fadi Bacha
Name: Fadi Bacha
Title: President

SOUTH LEXINGTON URGENT TREATMENT ASSOCIATES, PSC

By: Larry C. Burns MD
Name: Larry C. Burns MD
Title: President

KENTUCKY URGENT TREATMENT ASSOCIATES, PSC

By: Bacha / Larry C. Burns MD
Name: Fadi Bacha / Larry C. Burns MD
Title: Member / Member

LEXINGTON URGENT TREATMENT ASSOCIATES, PLLC

By: Bacha / Larry C. Burns MD
Name: Fadi Bacha MD / Larry C. Burns MD
Title: Member

GUARANTORS:

FADI BACHA, M.D.

Bacha

LARRY BURNS, M.D.

Larry C. Burns MD

EXHIBIT A

GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT

This General Conveyance, Bill of Sale, and Assignment (the "*Bill of Sale*"), dated as of this ____ day of _____, 201_, from **North Lexington Urgent Treatment Associates, PSC**, a Kentucky professional service corporation, **South Lexington Urgent Treatment Associates, PSC**, a Kentucky professional service corporation, **Kentucky Urgent Treatment Associates, PSC**, a Kentucky professional service corporation, **Lexington Urgent Treatment Associates, PLLC**, a Kentucky professional limited liability company, (collectively, the "*Seller*"), to **Concentra Health Services, Inc.**, a Nevada corporation ("*Buyer*"), is executed and delivered pursuant to the Asset Purchase Agreement among Seller, Buyer, and **Fadi Bacha, M.D.**, an individual, and **Larry Burns, M.D.**, an individual, dated _____, 201_ (the "*Asset Purchase Agreement*"), and is subject to the terms and conditions thereof. All capitalized terms used and not defined in this Bill of Sale shall have the respective meanings attributed to them in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement and for the consideration set forth therein and all other good and valuable consideration:

1. Subject to the terms and conditions set forth in the Asset Purchase Agreement, and on the basis of the representations and warranties set forth therein, Seller hereby sells, grants, conveys, assigns, transfers, and delivers to Buyer all of Seller's right, title, and interest in and to the Assets, including, without limitation, contractual rights and intangible assets relating to the Clinics, and those tangible assets, contractual rights, and intangible assets that are described in Section 1.4 of the Asset Purchase Agreement and in **Schedules 1.4(b)** and **2.3** attached to the Asset Purchase Agreement, including the proceeds, additions, and replacements thereof, free and clear of any and all Encumbrances of any kind, except as otherwise expressly permitted by the terms of the Asset Purchase Agreement. Buyer hereby purchases, assumes, and accepts the Assets, but does not assume any liabilities or obligations whatsoever of Seller, except as otherwise expressly permitted by the terms of the Asset Purchase Agreement.

2. The Assets are transferred to Buyer subject to the representations and warranties of Seller expressly set forth in the Asset Purchase Agreement, which are reaffirmed for all purposes herein.

3. Seller covenants and agrees that in the event that (i) any property, assets, or rights covered in this Bill of Sale cannot be transferred or assigned by Seller without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date hereof been given or obtained, or (ii) any such property, assets, or rights are non-assignable in their nature and will not pass by this Bill of Sale, the beneficial interest in and to the same will in any event pass to Buyer; and Seller covenants and agrees (a) to hold, and hereby declares that it holds, such property, assets, or rights in trust for, and for the benefit of, Buyer, (b) to the extent required by the Asset Purchase Agreement, to use all reasonable means to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such property, assets, or rights, and (c) to make or complete such transfer or transfers as soon as reasonably possible.

4. Seller further agrees that it will at any time and from time to time, at the request of Buyer, execute and deliver to Buyer all other and further instruments necessary to vest in Buyer the right, title, and interest in or to any of the Assets that this instrument purports to transfer to Buyer.

5. Any individual, partnership, corporation, or other entity or person may rely, without further inquiry, upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification, or affidavit by any notary public of any state relating to the authorization, execution, and delivery of this Bill of Sale or to the authenticity of any copy, conformed or otherwise, hereof.

6. All of the terms and provisions of this Bill of Sale will be binding upon Seller and its successors and assigns and will inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Seller has executed this General Conveyance, Bill of Sale and Assignment as of the ____ day of _____, 2012.

SELLER:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

On this ____ day of _____, 201_, before me, a Notary Public in the State and County aforesaid, duly commissioned and sworn, personally appeared _____, _____ of _____, a _____ corporation, who is personally known to me or who produced the following as identification (_____), and acknowledged before me that he executed the same in such capacity as his free act and deed and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

On this ____ day of _____, 201_, before me, a Notary Public in the State and County aforesaid, duly commissioned and sworn, personally appeared _____, _____ of _____, a _____ corporation, who is personally known to me or who produced the following as identification (_____), and acknowledged before me that he executed the same in such capacity as his free act and deed and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

SCHEDULE 1

Clinics' Names

Certificate of Assumed Name for Lexington Urgent Treatment Associates, PLLC

Urgent Treatment Clinic

Certificates of Assumed Name for North Lexington Urgent Treatment Associates, PSC

Urgent Treatment Clinic – Georgetown

Urgent Treatment Center – Georgetown

UTC – Georgetown

Urgent Treatment Clinic – Dove Run

Urgent Treatment Clinic – Boardwalk

Urgent Treatment Center – North Park

Urgent Treatment Center – Boardwalk

UTC Boardwalk

UTC North Park

Urgent Treatment Center – Dove Run

Urgent Treatment Center – Lansdowne

UTC Lansdowne

UTC Dove Run

Certificates of Assumed Name for South Lexington Urgent Treatment Associates, PSC

Urgent Treatment Clinic – Park Hills

Urgent Treatment Clinic – Custer Drive

Urgent Treatment Center – Custer

UTC Custer

UTC Park Hills

Urgent Treatment Center – Park Hills

Service Mark registered to North Lexington Urgent Treatment Associates, PSC

Service Mark, Registered Number 3265073, registered July 17, 2007 with the U.S. Patent and Trademark Office. The Mark consists of the letters UTC in large, bold font with a dotted underline below and to the right of the letters. Beneath the underline are the words Urgent Treatment Clinics. A copy of the Service Mark Registration has been provided to Buyer. The Disclaimer on the Service Mark states “NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE “urgent treatment clinics” APART FROM THE MARK AS SHOWN”.