MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT dated as of the 11th day of March, 2016, among **BILLING SOLUTIONS, LLC**, an Arizona limited liability company ("***BSLLC***"), **JAMES A. RIZZO**, an individual with a residence in Chandler, Arizona ("***Seller***"), and **SYNCORDIA BILLING SOLUTIONS ACQUISITION, LLC**, a Delaware limited liability company ("***Buyer***").

RECITALS

A. BSLLC, together with Spectrum Asset Management and Leasing, LLC, an Arizona limited liability company wholly owned by Seller ("***SAML***"), and Spectrum Employee Management, LLC, an Arizona limited liability company wholly owned by Seller's wife, Jennifer Cilwa-Rizzo ("***SEM***"), is engaged in the business of providing medical billing and associated services in the United States.

B. Seller is the sole member of BSLLC and owns a one hundred percent (100%) membership interest in BSLLC (the "***Membership Interest***").

C. Buyer wishes to (i) purchase from Seller an eighty percent (80%) membership interest in BSLLC (the "***Purchased Membership Interest***") and (ii) acquire from Seller an option to purchase the remaining twenty percent (20%) membership interest in BSLLC owned by Seller, and Seller wishes to sell the Purchased Membership Interest and grant the Option to Buyer, all for the purchase price and upon the terms and conditions set forth herein and in the Restated Operating Agreement.

D. This Agreement also provides for an employment agreement with Seller and certain key personnel of the Business to ensure a smooth transition in the management and operations of the Business, as well as other ancillary agreements, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises, covenants and agreements hereinafter set forth, the Parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1.
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1. Definitions

Terms defined in the preamble to this Agreement shall have the same meanings herein as are ascribed thereto in the preamble. Whenever used in this Agreement, the following words and terms shall have the respective meanings ascribed to them as follows:

"**2014 Financial Statements**" has the meaning set forth in Section 4.6.1;

"**2015 Financial Statements**" has the meaning set forth in Section 4.6.1;

"**Accounts Receivable**" means all trade receivables, accounts receivable, and other receivables and rights to payment arising from the operation of the Business;

"**Affiliate**" means any Person that directly, or indirectly through one of more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise and, in any event and without limitation of the previous sentence, any Person owning 20% or more of the voting securities of another Person shall be deemed to control that Person;

"**Agreement**" means this Membership Interest Purchase Agreement and all instruments supplemental hereto or in amendment or confirmation hereof;

"**Applicable Law**" means any judgment, decree, law, including the common laws, statute, regulation, rule, license, permit, approval, consent, authorization, order, ruling or award of any federal, state, local or foreign government agency, regulatory body, court or other Person having jurisdiction over or applicable to either Seller, any Company, the Business, or any Benefit Plan, as the case may be;

"**Arbitrator**" means The American Arbitration Association;

"**Average EBITDA**" has the meaning set forth in Section 3.8.3.

"**Basket Amount**" has the meaning set forth in Section 8.4.3.1;

"**Benefit Plans**" has the meaning set forth in Section 4.18.1;

"**Business**" means the business presently carried on by BSLLC as a medical billing service specializing in billing services and related solutions for mental health providers, and all business and activities incidental or ancillary thereto, including the related operations of SEM and SAML;

"**Business Day**" means a day other than a Saturday, Sunday or any day on which the principal commercial banks located in New York, New York are not open for business during normal banking hours;

"**Buyer**" has the meaning set forth in the Introduction;

"**Buyer Indemnified Parties**" has the meaning set forth in Section 8.2;

"**Buyer's Representatives**" has the meaning set forth in Section 6.4;

"**Calculated Contract Value**" has the meaning set forth in Section 3.8.3.

"**Cash Payment**" has the meaning set forth in Section 3.3.2;

"**Claim Notice**" has the meaning set forth in Section 8.6;

"**Closing**" means the consummation of the transactions contemplated by this Agreement and the Related Documents;

"**Closing Balance Sheet**" has the meaning set forth in Section 3.5.3;

"**Closing Date**" has the meaning set forth in Section 3.6.1;

"**Code**" means the Internal Revenue Code of 1986, as amended;

"**Companies**" means BSLLC, SAML and SEM, collectively, and "**Company**" means any one of them;

"**Company Insider**" has the meaning set forth in Section 4.5;

"**Confidentiality Agreement**" has the meaning set forth in Section 1.3;

"**Confirmed Principal Amount**" has the meaning set forth in Section 3.8.3.

"**Current Assets**" means, for BSLLC, cash and cash equivalents, accounts receivable (but excluding any Excluded Accounts Receivable), prepaid expenses, other receivables, and all other current assets (excluding for this purpose any deferred tax asset that represents only the difference between book and tax amounts), each calculated on an accrual basis in accordance with GAAP as of the Effective Time;

"**Current Liabilities**" means, for BSLLC, accounts payable, payroll liabilities, payroll Taxes and other Taxes payable (excluding for this purpose any deferred tax liability that represents only the difference between book and tax amounts), accrued vacation pay and/or personal time off, incentive and commission related accruals and other employment liabilities, accrued liabilities and all other current liabilities, each calculated on an accrual basis in accordance with GAAP as of the Effective Time; provided, however; that Current Liabilities shall not include any liabilities to pay the Transaction Expenses, which shall be fully paid by or on behalf of Seller in accordance with Section 3.3.2.2;

"**Customer Contracts**" has the meaning set forth in Section 4.11;

"**Effective Time**" has the meaning set forth in Section 3.5.2;

"**Environmental, Health and Safety Laws**" has the meaning set forth in Section 4.14.6;

"**Environmental Claim**" has the meaning set forth in Section 4.14.7;

"**EBITDA**" has the meaning set forth in Section 3.8.3.

"**EBITDA Objection Notice**" has the meaning set forth in Section 3.8.4.4

"**EBITDA Target**" has the meaning set forth in Section 3.8.3.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended;

"ERISA Affiliate" has the meaning set forth in Section 4.18.1;

"Estimated Net Working Capital" has the meaning set forth in Section 3.5.3;

"Excluded Accounts Receivable" means any of BSLLC's accounts receivable that, as of the Closing Date, have been outstanding for 90 days or more.

"Federal Privacy and Security Regulations" means has the meaning set forth in Section 4.25.3;

"Final Net Working Capital" has the meaning set forth in Section 3.7.1;

"Financial Statements" has the meaning set forth in Section 4.6.1;

"GAAP" has the meaning set forth in Section 1.10;

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191;

"Indebtedness" means, without duplication, the sum of the following items, each determined in accordance with GAAP: (a) the principal of and any premium owed in respect of indebtedness for borrowed money, including any accrued interest and any cost or penalty associated with prepaying any such indebtedness, and including any such obligations evidencing by bonds, debentures, notes or similar obligations or any guarantee of the foregoing, (b) obligations under or with respect to (i) acceptances, letters of credit or similar arrangements and (ii) bank guarantees and surety bonds, (c) amounts owing as deferred purchase price for property or services, including all seller notes and "earn out" payments, (d) guarantees with respect to liabilities of any other Person, (e) all liabilities of others secured by (or for which another Person has an existing right, contingent or otherwise, to be secured by) any Lien on property or assets owned or acquired by such Person, (f) any operating lease obligations or capital lease obligations, and (g) any obligations of a Person owed to a holder of equity of such Person. Notwithstanding any provision hereof to the contrary, for the purposes of this Agreement, Indebtedness shall include (x) all amounts the Company is obligated to contribute or pay to any Defined Benefit Plan (and/or any 401(k) plan) maintained by the Company in connection with all wages and benefits payable through the Closing Date, as well as any payments, costs or expenses arising in connection with the termination of any such Defined Benefit Plan and/or 401(k) plan required to be terminated on or prior to the Closing Date; and (y) any discretionary bonus compensation to any employee of the Company at Closing. Indebtedness of BSLLC shall not include (i) any Current Liabilities to the extent such liabilities are reflected in the determination of the Estimated Net Working Capital and Final Net Working Capital) or (ii) Transaction Expenses provided that such expenses are paid by Seller pursuant to Section 3.3.2.2;

"Indemnified Party" has the meaning set forth in Section 8.6;

"Indemnifying Party" has the meaning set forth in Section 8.6;

"**Insurance Policies**" has the meaning set forth in Section 4.19;

"**Intellectual Property**" has the meaning set forth in Section 4.13.4;

"**Interest Expense**" has the meaning set forth in Section 3.8.3.

"**Key Employee**" means each of Seller, Matt Luchini and Adam Marinelli;

"**Knowledge**" means, with respect to Seller, the actual knowledge of Seller, after reasonable inquiry of the responsible officers and employees of the Companies;

"**Leased Real Property**" has the meaning set forth in Section 4.15.1;

"**License Agreements**" means (a) any grant by any Company to another Person of any right, permission or consent relating to or under any Intellectual Property and (b) any grant by another Person to any Company of any right, permission or consent relating to or under any Intellectual Property owned by that Person or a third Person;

"**Lien**" means, with respect to any property or asset, any lien, mortgage, pledge, hypothecation, security interest, encumbrance, charge, right of first refusal, right of first offer or other restriction or limitation of any kind;

"**Losses**" means any and all losses, liabilities, deficiencies, penalties, fines, costs, damages and expenses whatsoever (including, without limitation, reasonable legal fees);

"**Managers**" means the Managers of BSLLC following the Closing.

"**Material Adverse Change**" has the meaning set forth in Section 7.1.3;

"**Medicare/Medicaid Laws**" has the meaning set forth in Section 4.25.1;

"**Membership Interest**" has the meaning set forth in the Recitals;

"**Minimum Required Working Capital**" has the meaning set forth in Section 3.5.1;

"**Net Working Capital**" has the meaning set forth in Section 3.5.1;

"**Neutral Accountant**" has the meaning set forth in Section 3.7.3.2;

"**New Contract Adjustment Amount**" has the meaning set forth in Section 3.8.3.

"**Non-Competition Agreement**" has the meaning set forth in Section 2.3.1;

"**Normalized Net Income (or Loss)**" has the meaning set forth in Section 3.8.3.

"**Note**" has the meaning set forth in Section 3.3.1.

"**Note Adjustment Amount**" has the meaning set forth in Section 3.8.3.

"**Notice of Disagreement**" has the meaning set forth in Section 3.7.3;

"**Objection Notice**" has the meaning set forth in Section 8.6;

"**Off-the-Shelf Software**" means non-customized computer software and programs available to the general public and used pursuant to shrink-wrap or click-through License Agreements on reasonable terms for a cost of no more than $500 per license.

"**Operating Agreement**" has the meaning set forth in Section 4.2;

"**Option**" has the meaning set forth in Section 2.1.2;

"**Other Contracts**" has the meaning set forth in Section 4.12.2;

"**Parties**" means the Company, Seller and Buyer, collectively, and "**Party**" means any one of them;

"**Permits**" has the meaning set forth in Section 4.14.1;

"**Permitted Lien**" shall include (a) restrictions or limitations imposed by securities laws, (b) Liens for Taxes not yet due and payable, so long as adequate reserves have been made on the 2015 Financial Statements, (c) Liens arising or resulting from any action taken by Buyer or any of its Affiliates, and (d) Liens arising by operation of law in connection with any Company's obligations to pay workers' compensation, unemployment and social security withholdings, provided that all such payments are current and any amounts not yet due and payable as of the Closing Date are properly reflected as a Current Liability on the Estimated Net Working Capital;

"**Person**" means any individual, corporation, partnership, limited liability company, trustee, trust, unincorporated association governmental authority or any other entity, and pronouns have a similarly extended meaning;

"**Personal Property Leases**" has the meaning set forth in Section 4.13.3;

"**Post-Closing Adjustment**" has the meaning set forth in Section 3.7.4;

"**Pre-Closing Tax Period**" has the meaning set forth in Section 8.5.1;

"**Proper Purpose**" means: (i) the purpose of preparing any financial statement or Tax Return or preparing for or defending any tax-related examination of Seller, or of any Company with respect to a period of time during which Seller owned such Company, by any governmental body; or (ii) the purpose of preparing for or defending any review or audit by any third-party payor, public or private.

"**Proposed Final Closing Statement**" has the meaning set forth in Section 3.7.1;

"**Purchased Membership Interest**" has the meaning set forth in the Recitals;

"**Purchase Price**" has the meaning set forth in Section 3.1;

"**Qualified Plan**" has the meaning set forth in Section 4.17.3;

"**Real Property Lease**" has the meaning set forth in Section 4.15.1;

"**Related Document**" means any Schedule, any Exhibit and any other certificate, instrument or agreement executed by or on behalf of any of the Parties contemplated herein and related to the execution, delivery or performance of this Agreement (whether executed prior to, at or subsequent to the Closing);

"**Required Consents**" means those consent and notices set forth on Schedule 4.4.

"**Restated Operating Agreement**" has the meaning set forth in Section 3.6.2.2;

"**SAML**" has the meaning set forth in the Recitals;

"**Seller Indemnified Parties**" has the meaning set forth in Section 8.3;

"**Seller**" has the meaning set forth in the Introduction;

"**SEM**" has the meaning set forth in the Recitals;

"**Service Contracts**" has the meaning set forth in Section 4.12.1;

"**Settlement**" has the meaning set forth in Section 8.8;

"**Straddle Period**" has the meaning set forth in Section 8.5.4;

"**Syncordia-US**" means Syncordia Technologies and Healthcare Solutions US, Inc., a Delaware corporation and the parent company of Buyer.

"**Tax**" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing; it being understood that the foregoing will include any transferee or secondary liability for a Tax and any liability assumed or arising as a result of being (or ceasing to be) a member of any Affiliated Group (as defined in the Code) (or being included or required to be included in any Tax Return relating thereto) or as a result of any Tax indemnity, Tax sharing, Tax allocation or similar contract or arrangement;

"**Tax Claim**" means any claim based upon, arising out of or otherwise in respect of, any inaccuracy in or any breach of any representation or warranty of Seller contained in this Agreement related to Taxes, including, without limitation, Section 4.9;

"**Tax Matter**" has the meaning set forth in Section 8.5.5;

"**Tax Return**" means any return, declaration, report, claim for refund, information return or other statement (including without limitation any related or supporting schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of any Taxes of any Company or any Affiliates of any Company or the administration of any Applicable Laws or administrative requirements relating to any Taxes;

"**Terminated Contract Adjustment Amount**" has the meaning set forth in Section 3.8.3.

"**Transaction Expenses**" means all transaction related expenses, costs and fees, including those accrued but unpaid, together with all expenses incurred by BSLLC and/or Seller prior to the Closing in connection with this Agreement, and the transactions contemplated in this Agreement;

"**Year One**" has the meaning set forth in Section 3.8.3.

"**Year Two**" has the meaning set forth in Section 3.8.3.

"**Year Two Statement**" has the meaning set forth in Section 3.8.4.2.

1.2. Gender and Number. Words importing the singular include the plural and vice versa; words importing gender include all genders.

1.3. Confidentiality. Buyer and Seller hereby agree that the terms and conditions of that certain Confidentiality Agreement previously executed between the Company and Syncordia-US on or about November 20, 2015 (the "***Confidentiality Agreement***") shall also govern all matters contemplated hereby, as if the whole text of that Confidentiality Agreement were reproduced herein, substituting Buyer for "Syncordia" therein, except that in the event of any express conflict between the other provisions of this Agreement and any provision of the Confidentiality Agreement, the other provisions of this Agreement shall govern.

1.4. Entire Agreement. This Agreement, including the Related Documents and the Confidentiality Agreement, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements (including, without limitation, any letters of intent between any of the Parties relating to the subject matter hereof), understandings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein and therein.

1.5. Waivers. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement, in whole or in part, shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

1.6. Other Words and Phrases. In this Agreement, unless otherwise expressly provided (i) the words "hereof," "herein," "hereto" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection, paragraph or other subdivision, and (ii) all references to designated Sections, Subsections, paragraphs or other subdivisions are to the designated Sections (and the Subsections thereof), Subsections (and subparts thereof), paragraphs and other subdivisions of this Agreement.

1.7. Headings. The Section headings contained herein are included solely for convenience of reference, are not intended to be full or accurate descriptions the content thereof and shall not be considered part of this Agreement.

1.8. Applicable Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of the United States applicable therein. Each of the Parties hereto hereby submits to the exclusive jurisdiction of the state and federal courts located in the Superior Court of Maricopa County, Arizona or the United States District Court for the District of Arizona (Phoenix, Arizona), to enforce this Agreement and the arbitration provisions set forth herein.

1.9. Currency. All references to currency herein are deemed to mean lawful money of the United States, and all amounts to be paid or calculated pursuant to this Agreement are to be paid or calculated in lawful money of the United States.

1.10. Accounting Terms. All accounting terms shall have the meanings ascribed to them in accordance with generally accepted accounting principles, and all references to "***GAAP***" shall be deemed to be, unless otherwise specified, reference to accounting principles which are generally accepted in the United States.

1.11. Schedules and Exhibits. All Schedules and Exhibits referenced in this Agreement are hereby incorporated in this Agreement by this reference.

SECTION 2.
SALE AND TRANSFER OF MEMBERSHIP INTERESTS

2.1. Sale of Purchased Membership Interests; Grant of Option. Subject to the terms and conditions hereof and in reliance upon the representations and warranties, obligations, indemnities and agreements set forth in this Agreement, at the Closing:

2.1.1. Seller shall sell, transfer, convey, assign, set over and deliver to Buyer all of the Purchased Membership Interests, and Buyer shall purchase, acquire and accept all of the Purchased Membership Interests, which shall constitute an eighty percent (80%) membership interest in BSLLC, free and clear of all Liens.

2.1.2. Seller shall grant to Buyer, and Buyer shall purchase from Seller, an option to purchase, at any time on or after the second (2^{nd}) anniversary of the Closing Date and prior to the fourth (4^{th}) anniversary of the Closing Date, all (but not less than all) of the membership interest in BSLLC then owned by Seller, at a valuation and pursuant to such other terms and conditions as are set forth in the Restated Operating Agreement (the "***Option***").

2.2. Indebtedness. At or prior to the Closing, Seller shall or shall cause the Companies to pay off all outstanding Indebtedness of the Companies, including, without limitation, paying off or buying out all operating leases and capitalized leases of any Company such that all assets and leased assets associated therewith (including all leased personal property) will be owned by BSLLC free and clear of all Liens as of the Effective Time, excluding such operating and/or capitalized leases identified in Schedule 2.2, if any, which shall remain in full force and effect as continuing obligations of BSLLC after the Closing Date.

2.3. Employment and Non-Competition Agreements.

2.3.1. Non-Competition Agreements. As a material inducement for Buyer to enter into this Agreement, at the Closing, Seller shall enter into a non-competition agreement (the "***Non-Competition Agreement***") with Buyer substantially in the form attached hereto as Exhibit 2.3.1.

2.3.2. Employment Agreements. As a material inducement for Buyer to enter into this Agreement, at the Closing, Seller and each Key Employee shall enter into an employment agreement (the "***Employment Agreement***") with BSLLC, in form and substance reasonably satisfactory to Buyer and the Key Employees.

SECTION 3.
PURCHASE PRICE; CLOSING.

3.1. Purchase Price. Subject to the prorations and adjustments provided herein, the aggregate purchase price for the Purchased Membership Interests and the Option (the "***Purchase Price***") shall be equal to the sum of Eight Million & 00/100 Dollars ($8,000,000).

3.2. Closing Date Adjustments to Purchase Price. The Purchase Price and the Cash Payment shall be adjusted as set forth in this Section 3.2. At the Closing, Buyer and Seller shall determine the Estimated Net Working Capital pursuant to Section 3.5.3. In the event the Estimated Net Working Capital is less than the Minimum Required Working Capital, then the Purchase Price and the Cash Payment shall be decreased by such shortfall. In the event the Estimated Net Working Capital is greater than the Minimum Required Working Capital, then the Purchase Price and the Cash Payment shall be increased by the difference between the Estimated Net Working Capital and the Minimum Required Working Capital.

3.3. Payment of Purchase Price. Buyer shall pay the Purchase Price at the Closing as follows.

3.3.1. At Closing, Buyer shall deliver to Seller a promissory note of Buyer in the principal amount of Two Million & 00/100 Dollars ($2,000,000), such note to be substantially in the form attached hereto as Exhibit 3.3.1 (the "***Note***"). The principal amount payable under the Note (and the Purchase Price) shall be subject to adjustment as provided in Section 3.8.

3.3.2. At Closing, Buyer shall deliver to Seller, by wire transfer of immediately available funds, the sum of Six Million & 00/100 Dollars ($6,000,000) (the "***Cash***

Payment"), subject to the adjustments set forth in Section 3.2. The Cash Payment shall be paid as follows:

3.3.2.1. Wire transfers of immediately available funds in repayment of all Indebtedness of the Companies listed on Schedule 3.3.2.1 pursuant to the applicable payoff letters, instructions or agreements.

3.3.2.2. Wire transfers of immediately available funds of the Transaction Expenses to the appropriate payees.

3.3.2.3. Wire transfers of immediately available funds to Seller of the balance of the Cash Payment pursuant to the wire transfer instructions set forth on Schedule 3.3.2.3.

3.4. Assumption of Certain Liabilities. It is the intention of Buyer and Seller that all Indebtedness of BSLLC be fully paid off at the Closing; provided, however, that if specifically approved in writing by Buyer prior to the Closing or listed on Schedule 2.2, the following short and long-term Indebtedness of BSLLC may be permitted to remain outstanding at the Closing and the Cash Payment shall be reduced by any such short and long-term Indebtedness:

3.4.1. Current Liabilities. Trade payables or other short term obligations of BSLLC that have been incurred in the ordinary course of the Business and have been outstanding for less than thirty (30) days as of the Closing Date, provided such obligations are approved by Buyer to remain with BSLLC following the Closing, and provided further that such liabilities are correctly reflected as current liabilities on the Closing Balance Sheet.

3.4.2. Long Term Liabilities. In the event that Buyer specifically elects to have BSLLC retain a capitalized personal property lease, rather than having Seller pay-off such capitalized lease at the Closing, then BSLLC shall be permitted to retain the long term portion of BSLLC's obligations under such capitalized leases (or the full amount of BSLLC's obligation if the current portion thereof is not reflected as a Current Liability on the Closing Balance Sheet).

3.5. Estimated Net Working Capital.

3.5.1. As used herein, BSLLC's "***Net Working Capital***" shall be jointly determined and agreed to by the Parties and determined by subtracting (A) all Current Liabilities from (B) the Current Assets, as determined in accordance with the provisions of Section 3.5.2. Buyer and Seller hereby agree that the Purchase Price is based on BSLLC having Net Working Capital (as hereinafter defined) at the Closing equal to Three Hundred Fifty Thousand & 00/100 Dollars ($350,000.00) (hereinafter the "***Minimum Required Working Capital***").

3.5.2. In determining Current Assets and Current Liabilities for purposes of determining Net Working Capital, Seller shall include all such items related to the Business allocable to the period ending at 12:00 a.m. on the Closing Date (the "***Effective Time***"). Buyer shall be responsible for all expenses allocable to the period beginning at

12:01 a.m. on the Closing Date. All expenses, including, without limitation, insurance premiums (for policies being retained by BSLLC after Closing), rent, electricity, telephone, other utility service charges, prepaid expenses, and personal property Taxes, shall be prorated to the Effective Time. If accurate allocations cannot be made at Closing because current bills are not then available (for example, utility bills), the Parties shall allocate such expenses at Closing on the best available information, subject to adjustment upon receipt of the final bill or other evidence of the applicable income or expense in accordance with Section 3.7.

3.5.3. At least five (5) Business Days prior to the Closing, Seller shall deliver to Buyer an updated balance sheet as reasonably estimated as of the Closing Date (the "***Closing Balance Sheet***") reflecting all assets and liabilities of BSLLC, including Current Assets and Current Liabilities in accordance with Section 3.5.2. In the event the Closing Balance Sheet cannot be prepared as of the Closing Date, the Closing Balance Sheet shall be prepared as of a date as close to the Closing Date as is reasonably practicable. The Closing Balance Sheet shall be used to determine Buyer's and Seller's good faith estimate of the Net Working Capital, which estimate shall be mutually agreed to by Buyer and Seller prior to Closing (the "***Estimated Net Working Capital***").

3.5.4. Prior to the Closing, Seller shall withdraw or distribute from BSLLC all of BSLLC's cash, if any, in excess of the amount required to cover checks outstanding as of the Effective Time, plus an amount not to exceed Fifty Thousand Dollars ($50,000), which distribution amount shall be reflected on the Estimated Net Working Capital.

3.6. Closing.

3.6.1. Date of Closing. The Closing will take place remotely by email pdf exchange of signatures on or before 11:00 a.m. (EDT) on March 15, 2016 or a date that is no later than ten (10) Business Days following the satisfaction of all conditions to Closing set forth in SECTION 7 or at such other time and place as the parties may mutually agree (the "***Closing Date***").

3.6.2. Seller's Deliveries at Closing. At the Closing, Seller shall deliver to Buyer:

3.6.2.1. An Assignment of Membership Interest, substantially in the form attached hereto as Exhibit 3.6.2.1, duly executed by Seller;

3.6.2.2. An amended and restated operating agreement of BSLLC, substantially in the form attached as Exhibit 3.6.2.2 (the "***Restated Operating Agreement***"), duly executed by Seller;

3.6.2.3. A certificate duly executed by Seller to the effect that each of Seller's representations and warranties in this Agreement is true and accurate as of the Closing Date as if made on the Closing Date, and that Seller has fully complied with Seller's pre-Closing obligations hereunder;

3.6.2.4. The Required Consents, in form and substance reasonably acceptable to Buyer;

3.6.2.5. Evidence of insurance as provided in Section 6.9;

3.6.2.6. The Non-Competition Agreement, duly executed by Seller;

3.6.2.7. The Employment Agreements, duly executed by Seller and each Key Employee;

3.6.2.8. Certificates from the Arizona state taxing authorities stating that no taxes are due to any such taxing authority with respect to the Companies;

3.6.2.9. Bank account authorizations or changes in bank signing authority and evidence that all checks issued by BSLLC prior to the Closing Date will be honored by such payer bank with funds available prior to the Closing Date; and

3.6.2.10. Any other instruments and documents reasonably requested by Buyer to be delivered by or on behalf of Seller in order to carry out the transactions contemplated by this Agreement.

3.6.3. Buyer's Deliveries at Closing. At the Closing, Buyer shall pay and deliver to Seller the Cash Payment portion of the Purchase Price in the amounts and forms specified in Section 3.3.2, and shall also deliver to Seller the following:

3.6.3.1. The Note;

3.6.3.2. The Restated Operating Agreement, duly executed by Buyer;

3.6.3.3. The Non-Competition Agreement, duly executed by Buyer;

3.6.3.4. The Employment Agreements, duly executed by Buyer; and

3.6.3.5. Any other instruments and documents reasonably requested by Seller to be delivered by Buyer in order to carry out the transactions contemplated by this Agreement.

3.7. Final Net Working Capital.

3.7.1. As soon as possible following the Closing Date, and in any event not later than sixty (60) calendar days following the Closing Date, Buyer will deliver to Seller a Proposed Final Closing Statement (the "***Proposed Final Closing Statement***") setting forth Buyer's calculation of the Net Working Capital (the "***Final Net Working Capital***") and Buyer's calculation of any corresponding Post-Closing Adjustment based on the Final Net Working Capital.

3.7.2. During the fifteen (15)-day period immediately following receipt by Seller of the Proposed Final Closing Statement, Seller (and its accounting representatives) shall be permitted to review Buyer's and its representatives' working papers related to the preparation of the Proposed Final Closing Statement and determination of the Final Net Working Capital and any corresponding Post-Closing Adjustment.

3.7.3. The determination of the Final Net Working Capital and any Post-Closing Adjustment contained in the Proposed Final Closing Statement shall become final and binding upon the Parties fifteen (15) calendar days following receipt thereof by Seller, unless Seller shall give written notice of its disagreement (a "***Notice of Disagreement***") to Buyer prior to such date. Any Notice of Disagreement shall specify in reasonable detail the nature and dollar amount of any disagreement so asserted. If a timely Notice of Disagreement is received by Buyer, then the settlement of the determination of the Final Net Working Capital and any Post-Closing Adjustment shall become final and binding upon the Parties on the earliest of (x) the date the Parties resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement, or (y) the date all matters in dispute are finally resolved by the Neutral Accountant as provided below. If a timely Notice of Disagreement is received by Buyer, the following procedure shall be used to resolve any disputes:

3.7.3.1. During the ten (10) calendar days following delivery of a Notice of Disagreement, the Parties shall seek in good faith to resolve in writing any differences that they may have with respect to the matters specified in the Notice of Disagreement. Following delivery of a Notice of Disagreement, the Parties and their agents and representatives' shall be permitted to review the working papers relating to the Notice of Disagreement prepared by the Party and/or its (their) representatives which form the basis of each Party's respective calculations.

3.7.3.2. If Seller and Buyer have not resolved in writing all differences by the end of the ten (10)-day period referred to in Section 3.7.3.1, such Parties shall submit to binding arbitration before a single arbitrator, which shall be a nationally recognized certified public accounting firm mutually agreeable to Seller and Buyer (the "***Neutral Accountant***") for review and resolution of only such matters which remain in dispute and which were properly included in the Notice of Disagreement, and the Neutral Accountant shall make a final determination of the Final Net Working Capital, and any corresponding Post-Closing Adjustment, to the extent such amounts are in dispute, in accordance with the guidelines and procedures set forth in this Agreement.

3.7.3.3. In resolving any matters in dispute, the Neutral Accountant may not assign a value to any item in dispute greater than the greatest value for such item assigned by Buyer, on the one hand, or by Seller, on the other hand, or less than the smallest value for such item assigned by Buyer, on the one hand, or by Seller, on the other hand. The Neutral Accountant's determination will be based solely on presentations made by Buyer and Seller and their representatives and in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The determination of the Final Net Working Capital and any corresponding Post-Closing Adjustment shall become final and binding on the Parties on the date the Neutral Accountant delivers its final resolution in writing to the Parties (which final resolution the Parties shall request be delivered not more than fifteen (15) Business Days following submission of such disputed matters). The fees and expenses of the Neutral Accountant, in making the final determination of the Final Net Working Capital and any corresponding Post-Closing Adjustment shall be allocated to Buyer and Seller in inverse proportion to the amount awarded to Seller in the arbitration. By way of illustration, if Seller is disputing $50,000 under the Notice of Disagreement (excluding any amounts which the Parties have resolved), and the Neutral Accountant only awards Seller $10,000 (i.e., 20% of the amount sought), then Seller would bear 80% of the fees and expenses of the Neutral Accountant and Buyer would bear 20% of such fees and costs. If in the preceding illustration Seller were awarded $40,000 (i.e., 80% of the amount sought), then Seller would bear 20% of the fees and expenses of the Neutral Accountant and Buyer would bear 80% of such fees and costs. In the event either Party advances fees and expenses of the Neutral Accountant in resolving a dispute, any amount advanced in excess of the portion of the fees and expenses for which such party is determined to be responsible in accordance with the foregoing provisions shall be promptly repaid by the other Party.

3.7.4. Upon the determination of the Final Net Working Capital as provided above, the Purchase Price shall be adjusted as follows (referred to herein as the "***Post-Closing Adjustment***"):

3.7.4.1. If the Final Net Working Capital is greater than the Estimated Net Working Capital, the Purchase Price shall be increased by such difference and Buyer shall, within fifteen (15) Business Days after such final determination of Final Net Working Capital, pay to Seller by wire transfer of immediately available funds the amount by which the Final Net Working Capital exceeds the Estimated Net Working Capital.

3.7.4.2. If the Final Net Working Capital is less than the Estimated Net Working Capital, the Purchase Price shall be decreased by such difference and Seller shall, within fifteen (15) Business Days after such final determination of Final Net Working Capital, pay to Buyer by wire transfer of immediately available funds the amount by which the Estimated Net Working Capital exceeds the Final Net Working Capital.

3.8. Post-Closing EBITDA Target and Purchase Price Adjustment.

3.8.1. Purchase Price Adjustment. The principal amount of the Note shall be subject to reduction as provided in this Section 3.8, thereby constituting a dollar-for-dollar reduction of the Purchase Price.

3.8.2. Attainment of EBITDA Target; Adjustment to Principal Amount. If EBITDA for Year One is equal to or greater than the EBITDA Target, then there shall be no adjustment to the principal amount of the Note (or to the Purchase Price). If EBITDA for Year One is less than the EBITDA Target but EBITDA for Year Two is equal to or greater than the EBITDA Target, then there shall be no adjustment to the principal amount of the Note (or to the Purchase Price). If EBITDA for each of Year One and Year Two is less than the EBITDA Target, then the principal amount of the note (and correspondingly, the Purchase Price) shall be decreased by an amount equal to the Note Adjustment Amount and, accordingly, the principal amount of the Note shall be changed to an amount equal to the Confirmed Principal Amount.

3.8.3. Definitions. Terms used in or in connection with this Section 3.8 shall have the meanings ascribed to them as follows:

3.8.3.1. "***Average EBITDA***" means an amount equal to (x) the sum of EBITDA for Year One *plus* EBITDA for Year Two *divided by* (y) two (2).

3.8.3.2. "***Calculated Contract Value***" means, for any customer contract for any period of determination, (x) the revenue attributable to such customer contract for such period *multiplied by* (y) the gross margin, expressed as a percentage, for such contract for such period, as determined or projected by the Managers in their discretion.

3.8.3.3. "***Confirmed Principal Amount***" means an amount equal to (x) Two Million & 00/100 Dollars ($2,000,000) *minus* (y) the Note Adjustment Amount. If there is no adjustment to the principal amount of the Note pursuant to Section 3.8.2, then the Confirmed Principal Amount shall equal Two Million & 00/100 Dollars ($2,000,000).

3.8.3.4. "***EBITDA***" means, for any period of determination, the sum of BSLLC's: (1) Normalized Net Income (or Loss) for such period; *plus* (2) amounts considered in computing Normalized Net Income (or Loss) for or during such period for (a) interest expense, (b) federal, state and local income taxes, and (c) depreciation and amortization; *plus* (3) losses from the sale of assets outside the ordinary course of BSLLC's business for such period; *minus* (4) gains from the sale of assets outside the ordinary course of BSLLC's business for such period; *plus* (5) other non-recurring or extraordinary expenses or losses for such period; *minus* (6) other non-recurring or extraordinary revenue or gains for such period; *plus or minus*, as the case may be, (7) such amounts as may be reasonably determined by the Managers to adjust and correct for BSLLC's inclusion in the consolidated group of companies under the consolidated financial statements of Syncordia Technologies and Healthcare Solutions, Corp, whether relating to intercompany tax treatment, intercompany transfers, or other matters, as compared to BSLLC's financial results if it was not part of such consolidated group. To the extent not expressly provided otherwise herein, all amounts used in computing EBITDA shall be determined in accordance with GAAP.

3.8.3.5. "***EBITDA Target***" means Two Million & 00/100 Dollars ($2,000,000).

3.8.3.6. "***Interest Expense***" means, for any period, an amount equal to all interest of BSLLC in respect of debts, liabilities or other indebtedness accrued or capitalized during such period (whether or not actually paid during such period).

3.8.3.7. "***New Contract Adjustment Amount***" means, for any new customer contract that became effective during any period of determination, an amount equal to: (1) (x) the Calculated Contract Value for such contract during such period *divided by* (y) the number of Business Days during such period that the contract in question was in effect, *multiplied by* (2) the number of Business Days in such period.

3.8.3.8. "***Normalized Net Income (or Loss)***" means, for any period of determination, the net income (or loss) for such period, determined in accordance with GAAP, *plus* (x) the aggregate New Contract Adjustment Amount for each new customer contract that became effective during such period, if any, and *minus* (y) the aggregate Terminated Contract Adjustment Amount for each customer contract terminated during such period, if any.

3.8.3.9. "***Note Adjustment Amount***" means an amount equal to (A) (x) the EBITDA Target *minus* Average EBITDA *multiplied by* (y) five (5) *multiplied by* (B) eighty percent (80%). This is also expressed by the following formula:

*Note Adjustment Amount = (((EBITDA Target) - (Average EBITDA)) * 5) * 80%.*

3.8.3.10. "***Terminated Contract Adjustment Amount***" means, for any customer contract terminated during any period of determination, an amount equal to: (1) (x) the Calculated Contract Value for such contract during such period *divided by* (y) the number of Business Days during such period that the contract in question was in effect, *multiplied by* (2) the number of Business Days in such period.

3.8.3.11. "***Year One***" means the twelve (12) consecutive months ending April 30, 2017.

3.8.3.12. "***Year Two***" means the twelve (12) consecutive months ending April 30, 2018.

3.8.4. Determination; Disagreements.

3.8.4.1. Not later than sixty (60) calendar days following the conclusion of Year One, Buyer will deliver to Seller a statement setting forth Buyer's calculation of EBITDA for Year One and its determination of whether the EBITDA Target was attained for Year One. Buyer's calculation of EBITDA will control for purposes of determination of whether the EBITDA Target was attained for Year One. If Buyer determines that the EBITDA Target for Year One was obtained, then, pursuant to the first sentence of Section 3.8.2, there shall be no adjustment to the principal amount of the Note (or the Purchase Price) and no further actions to be taken under this Section 3.8.

3.8.4.2. If EBITDA for Year One was less than the EBITDA Target, then not later than sixty (60) calendar days following the conclusion of Year Two, Buyer will deliver to Seller a statement setting forth Buyer's calculation of EBITDA for Year One and Year Two, its determination of whether the EBITDA Target was attained for Year Two, and, if the EBITDA Target was not attained for Year Two, its determination of the Note Adjustment Amount and Confirmed Principal Amount (such statement, the "***Year Two Statement***"). If Buyer determines that the EBITDA Target for Year Two was obtained, then, pursuant to the second sentence of Section 3.8.2, there shall be no adjustment to the principal amount of the Note (or the Purchase Price) and no further actions to be taken under this Section 3.8.

3.8.4.3. If, pursuant to Section 3.8.4.2, Buyer determines that the EBITDA Target for each of Year One and Year Two was not attained and consequently delivers to Seller a Year Two Statement setting forth a Note Adjustment Amount and Confirmed Principal Amount, then during the fifteen (15) day period immediately following receipt by Seller of the Year Two Statement, Seller (and its accounting representatives) shall be permitted to review Buyer's and its representatives' working papers related to the preparation of the Year Two Statement and determination of the Note Adjustment Amount and Confirmed Principal Amount.

3.8.4.4. The determination of EBITDA for Year One and Year Two and the Note Adjustment Amount and Confirmed Principal Amount contained in the Year Two Statement shall become final and binding upon the Parties fifteen (15) calendar days following receipt thereof by Seller, unless Seller shall give written notice of objection (an "***EBITDA Objection Notice***") to Buyer prior to such date. Any EBITDA Objection Notice shall specify in reasonable detail the nature and dollar amount of any objection so asserted. If a timely EBITDA Objection Notice is received by Buyer, then the settlement of the determination of EBITDA for Year One and Year Two and the Note Adjustment Amount and Confirmed Principal Amount shall become final and binding upon the Parties on the earliest of (x) the date the Parties resolve in writing any differences they have with respect to the matters specified in the EBITDA Objection Notice, or (y) the date all matters in dispute are finally resolved by the Neutral Accountant as provided below. If a timely EBITDA Objection Notice is received by Buyer, the following procedure shall be used to resolve any disputes:

(i) During the ten (10) calendar days following delivery of an EBITDA Objection Notice, the Parties shall seek in good faith to resolve in writing any differences that they may have with respect to the matters specified in the EBITDA Objection Notice. Following delivery of an EBITDA Objection Notice, the Parties and their agents and representatives' shall be permitted to review the working papers relating to the EBITDA Objection

Notice prepared by the Party and/or its (their) representatives which form the basis of each Party's respective calculations.

(ii) If Seller and Buyer have not resolved in writing all differences by the end of the ten (10)-day period referred to in clause (i) above, such Parties shall submit to binding arbitration before the Neutral Accountant for review and resolution of only such matters which remain in dispute and which were properly included in the EBITDA Objection Notice, and the Neutral Accountant shall make a final determination of EBITDA for Year One and Year Two, the Note Adjustment Amount and the Confirmed Principal Amount, to the extent such amounts are in dispute, in accordance with the guidelines and procedures set forth in this Agreement.

(iii) In resolving any matters in dispute, the Neutral Accountant may not assign a value to any item in dispute greater than the greatest value for such item assigned by Buyer, on the one hand, or by Seller, on the other hand, or less than the smallest value for such item assigned by Buyer, on the one hand, or by Seller, on the other hand. The Neutral Accountant's determination will be based solely on presentations made by Buyer and Seller and their representatives and in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The determination of EBITDA for Year One and Year Two, the Note Adjustment Amount and the Confirmed Principal Amount shall become final and binding on the Parties on the date the Neutral Accountant delivers its final resolution in writing to the Parties (which final resolution the Parties shall request be delivered not more than fifteen (15) Business Days following submission of such disputed matters). The fees and expenses of the Neutral Accountant, in making the final determination of EBITDA for Year One and Year Two, the Note Adjustment Amount and the Confirmed Principal Amount shall be allocated to Buyer and Seller in inverse proportion to the amount awarded to Seller in the arbitration (reference is made to Section 3.7.3.3 for an illustration). In the event either Party advances fees and expenses of the Neutral Accountant in resolving a dispute, any amount advanced in excess of the portion of the fees and expenses for which such party is determined to be responsible in accordance with the foregoing provisions shall be promptly repaid by the other Party.

3.8.5. Determination in the Event of Acceleration of the Note. In the event of acceleration of the Note prior to the Maturity Date (as defined in the Note) in accordance with Section 7 of the Note, the provisions of this Section 3.8 shall be modified to apply as follows.

3.8.5.1. If said acceleration occurs during Year One, then: (i) EBITDA for Year One shall be determined on an annualized basis using EBITDA for Year One to the date of acceleration; (ii) if such annualized EBITDA for Year One is equal to or greater than the EBITDA Target, then there shall be no adjustment to the principal amount of the Note; (iii) if such annualized EBITDA for Year One is less than the EBITDA Target, then the Note Adjustment Amount shall be calculated using such annualized EBITDA for Year One in place of Average EBITDA; and (iv) for purposes of applying the provisions of Section 3.8.4, not later than sixty (60) calendar days following the date of acceleration Buyer will deliver to Seller a statement setting forth Buyer's calculation of such annualized EBITDA for Year One, its determination of whether the EBITDA Target was attained for Year One, and, if the EBITDA Target was not attained for Year One, its determination of the Note Adjustment Amount and Confirmed Principal Amount. Such statement delivered pursuant to the foregoing clause (iv) shall be treated as the Year Two Statement for purposes of applying the provisions of Section 3.8.4.

3.8.5.2. If said acceleration occurs during Year Two, then: (i) EBITDA for Year Two shall be determined on an annualized basis using EBITDA for Year Two to the date of acceleration; (ii) if such annualized EBITDA for Year Two is equal to or greater than the EBITDA Target, then there shall be no adjustment to the principal amount of the Note; (iii) if such annualized EBITDA for Year Two is less than the EBITDA Target, then the Average EBITDA used in calculating the Note Adjustment Amount shall be determined using such annualized EBITDA for Year Two as the EBITDA for Year Two; and (iv) for purposes of applying the provisions of Section 3.8.4, not later than sixty (60) calendar days following the date of acceleration Buyer will deliver to Seller a statement setting forth Buyer's calculation of EBITDA for Year One, such annualized EBITDA for Year Two, its determination of whether the EBITDA Target was attained for Year Two, and, if the EBITDA Target was not attained for Year Two, its determination of the Note Adjustment Amount and Confirmed Principal Amount. Such statement delivered pursuant to the foregoing clause (iv) shall be treated as the Year Two Statement for purposes of applying the provisions of Section 3.8.4.

SECTION 4.
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date (except to the extent that a representation or warranty expressly states that such representation or warranty is made only as of the date of this Agreement) as follows:

4.1. Organization and Existence; Authorization.

4.1.1. Each Company is a limited liability company duly organized, validly existing and in good standing under the laws of Arizona, and is qualified or registered to do business in each jurisdiction in which the nature of its business or operations would require such qualification or registration. Each Company has full power and authority to own, lease and operate its property and to carry on its business as now conducted. The addresses of each Company's principal office and all of such Company's additional places of business are listed on Schedule 4.1.1. Except as set forth on Schedule 4.1.1, during the past five (5) years, no Company has been known by or used any corporate, fictitious, trade, assumed, "doing business as," or other name in the conduct of its business or in connection with the use or operation of its assets.

4.1.2. Each of Seller and BSLLC (i) has the full power and authority to execute and deliver this Agreement and the Related Documents to which he or it is a party, to perform fully his or its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby, (ii) has duly executed and delivered this Agreement and the Related Documents to which he or it is a party, and this Agreement and such Related Documents are the legal, valid and binding obligations of Seller and/or BSLLC, as the case may be, enforceable against Seller and/or BSLLC, as the case may be, in accordance with their respective terms, except as enforceability may be subject to bankruptcy, insolvency, receivership, moratorium, reorganization, fraudulent conveyance, equitable subordination or similar laws of general application, and the application of equitable principles.

4.2. Membership and Management Structure. Seller represents that: (i) he owns all of the membership and other equity interest in BSLLC and is the sole owner beneficially and of record of, and has good and valid title to, the Membership Interest, free and clear of all Liens of any kind, and (ii) upon delivery to Buyer at the Closing of an Assignment of Membership Interest, in proper form for transfer, good and valid title to the Purchased Membership Interest shall pass to Buyer, free and clear of all Liens of any kind, other than those arising from acts of Buyer. Other than the Membership Interest, there exist no other ownership interests or other equity or equity-related rights or interests in BSLLC. The Operating Agreement of BSLLC dated as of April 24, 2015 (the "***Operating Agreement***") is the only document or agreement which constitutes or has constituted an "operating agreement" (as that term is defined in the Arizona Limited Liability Company Act) for BSLLC since its creation. To Seller's Knowledge, he has complied with the Operating Agreement in all material respects and is not in breach or default of the Operating Agreement and there exists no state of facts which after notice or the passage of time, or both, to Seller's Knowledge, would reasonably be expected to constitute a default or breach under the Operating Agreement or any other agreement relating to the Membership Interest. At the Closing, Seller shall transfer all of the Purchased Membership Interest to Buyer, free and clear of all Liens, and shall consent to the concurrent admission of Buyer as a Member of BSLLC.

4.2.1. The Membership Interest is validly issued, and has been fully paid (including the payment of any required contributions in respect thereof), has been issued in compliance with all Applicable Laws, the Articles, Operating Agreement and other organizational documents of BSLLC, and any buy-sell or similar agreements to which BSLLC or Seller are parties or otherwise bound.

4.2.2. Except for this Agreement and the Operating Agreement, there are no outstanding subscriptions, options, plans, rights, warrants, membership-based or membership-related awards, convertible, exercisable or exchangeable securities, or other agreements or commitments obligating BSLLC to issue, grant, award, purchase, acquire, sell or transfer any membership interest in BSLLC, or other equity securities of BSLLC (including any agreement or commitment obligating BSLLC to enter into any employee compensation arrangement based on any valuation or transaction price of, or change of ownership in, BSLLC or the membership interests in BSLLC). There are no voting trusts, voting commitments, proxies or other agreements or understandings to which BSLLC or Seller is a party with respect to the voting of all or any part of the Membership Interest or the disposition of all or any part of the Membership Interest.

4.3. Subsidiaries. BSLLC has no subsidiaries.

4.4. No Conflicts; Consents of Third Parties. Except as set forth in Schedule 4.4, the execution, delivery, and performance of this Agreement and the Related Documents to which Seller is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not conflict with or result in a violation of or a default under (with or without the giving of notice or the lapse of time or both), or result in the acceleration of or give any party the right to terminate, modify or cancel under, or result in the loss of any rights, privileges, options or alternative under, or result in the creation of any Lien on any of the properties or assets of any Company pursuant to (i) the articles, operating agreement, or other organizational documents of any Company, (ii) any material contract or other material agreement or instrument to which any Company is a party or by which any Company or any of its properties or assets is bound, and/or (iii) any Applicable Law. Except as set forth in Schedule 4.4, no consent, approval or authorization of or notice to any governmental authority or third party is required on the part of any Company in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. Each consent, approval or authorization of or notice to any governmental authority or third party referenced in Schedule 4.4 is hereinafter referred to as a "***Required Consent***".

4.5. Related Party Agreements. Except pursuant to the agreements set forth on Schedule 4.5.A, no Company (i) is a party to any agreement or understanding with any officer, director, employee or member of any Company or any family member of Seller, or any entity owned or controlled by any such Person (each, a "***Company Insider***"), in connection with the Business or otherwise (other than employment agreements), (ii) (A) has made any loan to, or borrowed any monies from or is otherwise indebted to any Company Insider or any other Person with whom that Company does not deal at arm's length or any related party thereof which loan or Indebtedness is currently outstanding and (B) has during the past three (3) years made any loan to, or borrowed any monies from, or has otherwise been indebted to, any Company Insider or any other Person with whom that Company does not deal at arm's length or any related party thereof which loan or Indebtedness has been paid in full, (iii) uses any Intellectual Property in connection with the Business, in which any Company Insider has any interest, and (iv) is party to an agreement or understanding with any person not dealing at arm's length with such Company. Except as set forth in Schedule 4.5.B, no director, executive, member or, to Seller's Knowledge, any officer or employee of any Company, owns, directly or indirectly, any material interest in any competitor, vendor, supplier or customer of the Business.

4.6. Financial Statements.

4.6.1. Attached as Schedule 4.6.1 are the unaudited balance sheet and the related income statement of each Company prepared on a cash basis for the years ended December 31, 2014 (the "***2014 Financial Statements***") and December 31, 2015 (the

"***2015 Financial Statements***" and, together with the 2014 Financial Statements, the "***Financial Statements***").

4.6.2. Except as set forth on Schedule 4.6.2, (i) the Financial Statements have been prepared by the Companies' outside accountant consistent with past practice and (ii) the Financial Statements are true and complete in all material respects and fairly and accurately present each Company's assets, liabilities, equity, revenue and expenses as the dates thereof and for the periods covered thereon on a cash basis in accordance with sound accounting practices.

4.6.3. Seller knows of no other information related to the financial condition of any Company that would be material to Buyer's evaluation of the Business except for the Financial Statements.

4.6.4. No Company has any liabilities, contingent or otherwise, nor is it party to or bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to any Person other than as set out in the 2015 Financial Statements and liabilities in respect of trade or business obligations incurred after the date of the 2015 Financial Statements in the ordinary course of the Business, consistent with past practice, none of which has been individually or collectively adverse to the nature, results of operations, assets or financial condition of, or manner of conducting the Business.

4.6.5. Each Company maintains adequate business records with respect to all transactions of such Company and retains such records in accordance with Applicable Law.

4.7. Subsequent Events. Except as set forth in Schedule 4.7, since December 31, 2015, there has been no:

4.7.1. Material Adverse Change;

4.7.2. damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the Business or any assets or property of any Company or any material deterioration of the operating condition of any assets used, owned or leased in the operation of the Business;

4.7.3. mortgage or pledge or creation of any Lien with respect to any of the assets used, owned or leased in the operation of the Business, tangible or intangible, other than Permitted Liens;

4.7.4. cancellation or waiver of any right material to the operation of the Business or cancellation or waiver of any claims of material value to the Business;

4.7.5. sale, transfer or other disposition of any material assets used, owned or leased in the operation of the Business, except sales in the ordinary course of business;

4.7.6. payment, discharge or satisfaction of any material liability or obligation (whether accrued, absolute, contingent or otherwise) by any Company other than in the ordinary course of business or as otherwise provided for herein;

4.7.7. transaction, agreement or event outside the ordinary course of the Business or inconsistent with past practice;

4.7.8. compensation increases or agreements or promises to increase compensation (whether salary, wages, bonus or otherwise) in respect of personnel that any Company employs, other than increases in the ordinary and normal course of business consistent with past practice and which are not reasonably to be expected to cause compensation expense for the Business to increase by more than $10,000 annually;

4.7.9. any changes in personnel which are expected to cause any Company's compensation expense to increase in the aggregate by more than $10,000 annually;

4.7.10. except as set forth on Schedule 4.7.10, (i) increase made, agreed to or promised with regard to any Benefit Plan, (ii) amendment to, or termination of, any existing Benefit Plan, and (iii) adoption of any new Benefit Plan;

4.7.11. change in the accounting or Tax practices followed by any Company or any change in any Company's depreciation or amortization policies or rates;

4.7.12. change in the classification of any Company's operating leases and capitalized leases;

4.7.13. material change in the credit terms offered to customers of the Business;

4.7.14. loss of a customer or formal or informal discussions with a customer concerning the potential loss of such customer;

4.7.15. material change in the employment manual for the Business;

4.7.16. material change in the nature and scope of the services provided to customers and/or material change in the operating margins for the services provided to customers of the Business (including any material change in the anticipated operating margins for newly developed customers or services);

4.7.17. operating loss or any extraordinary loss; or

4.7.18. authorization or agreement to become committed to do any of the foregoing.

4.8. Undisclosed Obligations. Except as set forth on Schedule 4.8, no Company has any liabilities, contingent or otherwise, except: for (i) liabilities which are reflected on the 2015 Financial Statements, (ii) liabilities incurred in the normal and ordinary course of business following the date of the 2015 Financial Statements, none of which result from any violation of or default under any contract or agreement of a Company or any violation of Applicable Law,

(iii) liabilities arising under contracts or Benefit Plans, except to the extent that any such liabilities arise out of non-compliance with the terms thereof by any Company, and (iv) liabilities to pay any Transaction Expenses which shall be paid in full at Closing.

4.9. Tax Matters.

4.9.1. All Tax Returns of, or with respect to, each Company have been properly prepared and, giving consideration for applicable extensions, timely filed. All such Tax Returns are true, correct and complete in all material respects. Each Company has paid (or caused to be paid) all Taxes shown on such Tax Returns as due and payable.

4.9.2. Each Company has fully and timely paid all Taxes owed by such Company for all taxable periods through and including the Closing Date (whether or not shown on a Tax Return), except for such Taxes, if any, accrued as a liability and reflected in Net Working Capital.

4.9.3. Seller has given or otherwise made available to Buyer true, correct and complete copies of (a) all Tax Returns, examination reports and statements of deficiencies for each Company for the past three (3) taxable years, and (b) all examination reports and statements of deficiencies issued by, and other written communications with, any governmental authority with respect to each Company during the past three (3) years.

4.9.4. Each Company has made all required estimated Tax payments sufficient to avoid any underpayment penalties.

4.9.5. No Company (nor any predecessors) is now nor has it at any time been a member of any affiliated, consolidated, combined or unitary group as defined in Section 1504 of the Code and the Treasury regulations promulgated thereunder.

4.9.6. No Company is a party to any agreement relating to the sharing, allocation or indemnification of Taxes, or any similar agreement, contract or arrangement, and none has any liability for Taxes of any Person as a transferee or successor.

4.9.7. There are no outstanding agreements, waivers or arrangements extending the statutory period of limitations applicable to any claim for, or the period for the collection or assessment of, Taxes due from or with respect to any Company for any taxable period and no request for any such waiver or extension is currently pending.

4.9.8. No closing agreement pursuant to Section 7121 of the Code (or any predecessor provision) or any similar provision of any state, local or foreign law has been entered into by or with respect to any Company.

4.9.9. No audit or other proceeding by any governmental authority is pending or, to the Knowledge of Seller, threatened with respect to any Taxes due from or with respect to any Company, and neither any Company nor Seller has received any notification that such an audit or proceeding may be commenced with respect to any Taxes due from or with respect to any Company, and all deficiencies for Taxes asserted or assessed against any Company have been fully and timely paid and/or settled.

4.9.10. No Company has agreed to nor is any required to make any adjustment pursuant to Section 481(a) of the Code (or any predecessor provision), there is no application pending with any governmental authority requesting permission for any such change in any accounting method of any Company and no governmental authority has proposed any such adjustment or change in accounting method.

4.9.11. Each Company has withheld (or will withhold) from its employees, independent contractors, creditors, members and third parties and timely paid (or will timely pay) to the appropriate taxing authority proper and accurate amounts in all respects for all periods ending on or before the Closing Date in compliance with all Tax withholding and remitting provisions of Applicable Laws in all material respects and has complied in all material respects with all Tax information reporting provisions of all Applicable Laws. No Company is, nor has any Company received any notice that it is, in violation (or with notice will be in violation) of any Applicable Law relating to the payment or withholding of Taxes.

4.9.12. There is no contract, agreement, plan or arrangement covering any Person that, individually or collectively, could give rise to any amount that could be received as a result of the consummation of the transactions contemplated hereby or otherwise by any employee, director, officer, member, manager or other service provider of any Company under any Benefit Plan or otherwise that would not be deductible by any Company by reason of Section 280G of the Code or would be subject to an excise tax under Code section 4999. No Company has any indemnity obligation on or after the Closing for any Taxes imposed under Code section 4999 or Code section 409A.

4.9.13. No Company has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified Section 897(c)(1)(A)(ii) of the Code.

4.9.14. There are no Liens for Taxes upon the assets or properties of any Company, except for statutory Liens for current Taxes not yet due, and there are no claims relating to Taxes that, if adversely determined, would result in any Lien on any of the assets or properties of any Company.

4.9.15. BSLLC has not entered into a transaction that is being accounted for under the installment method of Section 453 of the Code or similar provision of state, local or foreign law, and BSLLC will not be required to include in income for a period following the Closing an amount attributable to cash received, or an account receivable arising, in a pre-Closing period.

4.9.16. Any adjustment of Taxes of any Company made by a governmental authority, which adjustment is required to be reported to the appropriate state, local, or foreign taxing authorities, has been so reported.

4.9.17. Buyer shall have no liability for any Taxes imposed on any Company (including without limitation, any underpayment penalties), any Taxes imposed by any foreign taxing authority on the employees of any Company, and any built-in gains Taxes under § 1374 of the Code pursuant to federal, state, local or foreign law attributable to any periods or portions thereof ending on or before the Closing Date, except as shown on the Financial Statements or on the Closing Balance Sheet (if such liability had not accrued as of the date of the most recent Financial Statement).

4.9.18. No Company owns any interest and has not owned any interest since such Company's inception, directly or indirectly, in or of any Person treated as a partnership for Tax purposes.

4.9.19. No Company has received notice that it has not filed a Tax Return or paid Taxes required to be filed or paid, and no tax authority of a jurisdiction in which such Company does not file Tax returns has questioned whether, or asserted that, it may be required to file Tax Returns in that jurisdiction.

4.9.20. BSLLC has fully complied with all statutes and regulations relating to the accounting for and paying over of unclaimed or abandoned funds and other property.

4.10. Litigation. Except as set forth on Schedule 4.10, there is no litigation, proceeding (arbitral or otherwise), claim, action, suit, judgment, mediation, arbitration, decree, settlement, or order or investigation of any nature pending or, to Seller's Knowledge, threatened, before any court, arbitrator or governmental or regulatory official, body or government authority against any Company, the directors, officers, members, managers, agents or employees thereof, or the Business, or the assets of any Company and, to Seller's Knowledge, there is no basis or ground for any such litigation, proceeding (arbitral or otherwise), claim, action, suit, judgment, mediation, arbitration, decree, settlement, or order or investigation or other proceeding of any nature. Except as set forth on Schedule 4.10, none of any Company, its business or its assets are under any judgment, order, assessment, decree, ruling or injunction of any court, or of any federal, state, local or foreign governmental agency, or any other body or agency having jurisdiction and no Company has any obligation to indemnify any third party for defense, settlement and/or judgment costs incurred by such third party. There is no litigation, proceeding (arbitral or otherwise), claim, action, suit, judgment, mediation, arbitration, decree, settlement, or order or investigation of any nature pending or, to Seller's Knowledge threatened before any court, arbitrator or governmental or regulatory official, body or government authority against Seller that affects its ability to transfer the Membership Interest hereunder or pursuant to the Option, and Seller has no Knowledge of any basis or grounds for any such litigation, proceeding (arbitral or otherwise), claim, action, suit, judgment, mediation, arbitration, decree, settlement, rule or order or investigation or other proceeding of any nature.

4.11. Customer Contracts and Agreements. Attached hereto as Schedule 4.11 is a list of all material customer contracts, agreements and commitments (excluding any Service Contracts) to which BSLLC is a party (the "***Customer Contracts***"), and with respect thereto:

4.11.1. True, correct and complete copies of all such Customer Contracts have been furnished previously to Buyer.

4.11.2. (i) Each Customer Contract is in full force and effect and is the legal, valid and binding obligation of BSLLC and the other party or parties thereto, enforceable against the Company and such other party or parties in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws or other laws of general application affecting the enforcement of creditors' rights or the discretion of any court before which any proceeding may be brought, (ii) the Company is not in default or breach of any such Customer Contract and to Seller's Knowledge, no other party thereto is in default or breach thereunder, (iii) to Seller's Knowledge, there exists no state of facts which after notice or the passage of time, or both, would reasonably be expected to constitute a default or breach under any Customer Contract; and (iv) all billing services provided to customers have been billed at applicable rates as prescribed by their respective Customer Contract to the date of Closing.

4.12. Service Contracts and Other Contracts.

4.12.1. Attached hereto as Schedule 4.12.1 is a list of all material vendor and service provider contracts, agreements and commitments (excluding any Customer Contracts) ("***Service Contracts***"), to which any Company is a party as of the date of this Agreement, and with respect thereto, true, correct and complete copies of all such Service Contracts have been furnished previously to Buyer.

4.12.2. Attached hereto as Schedule 4.12.2 is a list of all other contracts, agreements and commitments to which any Company is a party as of the date of this Agreement that involve the performance of services (in each case, either to or by the Company) of an amount of more than $5,000 annually other than relating to utilities and other than purchase orders for the purchase of supplies issued in the ordinary course of business (excluding Customer Contracts and Service Contracts) ("***Other Contracts***"), and with respect thereto, true and correct copies of all such Other Contracts (together with any extensions, renewals, modifications and amendments thereto) have been furnished previously to Buyer.

4.12.3. (i) Each of the Service Contracts and Other Contracts is in full force and effect and is the legal, valid and binding obligation of the relevant Company and the other party or parties thereto, enforceable against such Company and such other party or parties in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws or other laws of general application affecting the enforcement of creditors' rights or the discretion of any court before which any proceeding may be brought, (ii) no Company is in material default or breach of any Service Contract or Other Contract and to Seller's Knowledge, no other party thereto is in material default or breach thereunder, and (iii) to Seller's Knowledge there exists no state of facts which after notice or the passage of time, or both, would reasonably be expected to constitute such a material default or breach under any Service Contract or Other Contract.

4.13. Personal Property.

4.13.1. Schedule 4.13.1 contains a complete and accurate list of all furniture, machinery, equipment, supplies, and all other tangible personal property used in the Business, together with the tax basis in such assets, the character of such assets and the relevant Company's holding period for such assets. All of the tangible assets used in the operation of the Business are in good operating condition and repair, subject to normal wear and tear. Except as described in Schedule 4.13.1, no Company owns any tangible assets which are not used in the Business.

4.13.2. Except as described in Schedule 4.13.2, all tangible personal property used in the Business either is owned by BSLLC or SAML, free and clear of all Liens (other than Permitted Liens), or is used under capital or operating leases of BSLLC as reflected on the Financial Statements. The assets and properties (tangible and intangible) of BSLLC are, or at the Closing will be, substantially all of the assets and properties used in connection with the Business, adequate for the uses to which they are being put and, taken as a whole, sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing.

4.13.3. Schedule 4.13.3 sets forth a complete and accurate list of all capitalized leases and operating leases ("***Personal Property Leases***") pursuant to which any Company leases any personal property used in the Business. True, correct and complete copies of such Personal Property Leases have been previously furnished to Buyer. (i) Each Personal Property Lease is in full force and effect and is the legal, valid and binding obligation of the relevant Company and the other party or parties thereto, enforceable against such Company and such other party or parties in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws or other laws of general application affecting the enforcement of creditors' rights or the discretion of any court before which any proceeding may be brought, (ii) no Company is in material default or breach of any Personal Property Lease and to Seller's Knowledge, no other party thereto is in material breach or default thereunder, and (iii) to Seller's Knowledge, there exists no state of facts which after notice or the passage of time, or both, would reasonably be expected to constitute a material breach or a default.

4.13.4. Schedule 4.13.4 contains a complete and accurate list of all registered or unregistered trade names, trademarks, service marks, trade dress, domain names, patents, and copyrights (including any pending applications for any of the foregoing) and all software and programs other than the Off-the-Shelf Software owned and/or used by any Company in connection with the Business and the owner thereof. BSLLC owns or at Closing will own, or is licensed or otherwise has the right to use, all items of intellectual property listed on Schedule 4.13.4 and all other know-how, trade secrets or other similar items of intellectual property (collectively the "***Intellectual Property***") and Off-the-Shelf Software necessary for the Business as presently conducted, and the use thereof does not conflict with or infringe upon or otherwise violate any rights of others, and no Company has received any communication alleging any such breach, infringement or violation, and the consummation of the transactions contemplated hereunder will not alter or impair any such rights. To Seller's Knowledge, no claim has been threatened or asserted by any person against any Company with respect to the use of any Intellectual Property or Off-the-Shelf Software used in connection with the Business or challenging or questioning the validity or effectiveness of such use or any such license or agreement and, to Seller's Knowledge, there exists no valid basis for any such claim. BSLLC has the right to use the Intellectual Property and Off-the-Shelf Software and the consummation of the transactions contemplated hereunder will not alter or impair any such rights. Each Company has paid all license fees for the Off-the-Shelf Software used by such Company. BSLLC owns, or is licensed or otherwise has the right to use, the content of the website for the Business and of all commercial advertising and promotional materials distributed in connection with the Business. To Seller's Knowledge, the content of such materials is not defamatory or misleading and does not otherwise conflict with or infringe upon or otherwise violate any rights of others. No Company has received any communication alleging any such conflict, infringement or violation.

4.13.5. Schedule 4.13.5 contains a complete and accurate list of all License Agreements (other than License Agreements for Off-the-Shelf Software) currently being used by any Company in connection with the Business, all of which is or at the Closing will be in the name of BSLLC. True, correct and complete copies of such License Agreements have been previously furnished to Buyer. (i) Each License Agreement is in full force and effect and is the legal, valid and binding obligation of the relevant Company and the other party or parties thereto, enforceable against such Company and such other party or parties in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws or other laws of general application affecting the enforcement of creditors' rights or the discretion of any court before which any proceeding may be brought, (ii) no Company is in breach or default of the License Agreements and to Seller's Knowledge, no other party thereto is in breach or default thereunder, (iii) to Seller's Knowledge, there exists no state of facts which after notice or the passage of time, or both, would reasonably be expected to constitute a breach or a default and (iv) no License Agreement purports to limit the ability of any Company to engage in or continue any conduct, activity or practice relating to the Business or would have the effect of limiting the ability of Buyer's Affiliates to engage in or conduct their respective businesses after the Closing in substantially the same manner as conducted prior to the Closing. To Seller's Knowledge, no third party is infringing or violating any of the Intellectual Property of any Company.

4.13.6. Schedule 4.13.6 contains a complete and accurate list of all Off-the-Shelf Software currently being used by any Company in connection with the Business. To Seller's Knowledge, each Company has paid all license fees owed in connection with the use of the Off-the-Shelf Software.

4.13.7. Schedule 4.13.7 contains a description of all software and computerized processes developed by or on behalf of any Company and used in the Business.

4.13.8. To the best of Seller's Knowledge, with respect to all know-how, trade secrets, customer lists, technical information, data, process technology, and plans of the

Business (each, a "Trade Secret"), each Trade Secret is owned by BSLLC, the documentation relating to such Trade Secret is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of an individual; to Seller's Knowledge, BSLLC has taken commercially reasonable precautions to maintain and protect the secrecy, confidentiality and value of the Trade Secrets; BSLLC has good title and an absolute right to use the Trade Secrets; the Trade Secrets are not part of the public knowledge or literature, and have not been used, divulged or appropriated, either for the benefit of any Person (other than BSLLC) or to the detriment of BSLLC except when BSLLC has disclosed Trade Secrets pursuant to and subject to confidentiality and/or non-disclosure agreements; and no such Trade Secret is subject to any adverse claim or has been challenged or threatened in any way.

4.14. <u>Permits; Environmental, Health and Safety Matters</u>.

4.14.1. Except as disclosed on <u>Schedule 4.14.1</u>, each Company has obtained and is and has been in compliance with the terms and conditions of all permits, licenses, approvals, consents, authorizations, registrations, franchise agreements, and certificates for operation of the Business, except to the extent such noncompliance would not reasonably be expected to cause a Material Adverse Change (the "***Permits***"). <u>Schedule 4.14.1</u> also contains a complete list of all such Permits currently maintained by any Company, and copies thereof have been previously furnished to Buyer. All Permits (if any) are in good standing and are in full force and effect; each Company is in compliance with all the terms and conditions relating to the Permits applicable to it; and there are no proceedings, investigations or inquiries of any kind in progress, or to Seller's Knowledge, pending or threatened, which relate to any of the Permits or the Business nor are there any facts to Seller's Knowledge upon which such proceedings, investigations or inquiries could reasonably be based. None of the Permits is subject to any variances, conditions, waivers or other matters. Seller has taken all pre-Closing actions and provided all pre-Closing notices to government entities necessary to effectuate BSLLC's use of all Permits after the Closing.

4.14.2. To Seller's Knowledge, each Company, the Leased Real Property, and the Business are and have been in material compliance with all applicable Environmental, Health and Safety Laws.

4.14.3. No Company has received any notice from any governmental entity or third party of any actual or threatened environmental liability with respect to any Company, or the Business, or the Leased Real Property, or the obligation to investigate, take corrective action, remediate or monitor the Leased Real Property or any real property formerly owned, leased or operated by any Company.

4.14.4. Seller has neither been advised of nor has Knowledge of any actual or alleged past or present actions, activities, circumstances, conditions, or events that could form the basis of any Environmental Claim against any Company, the Leased Real Property or the Business, or against any person or entity whose liability for such

Environmental Claim any Company has assumed either contractually or by operation of law.

4.14.5. No Company has contractually or by operation of law succeeded to any environmental liabilities of any predecessors or any other Person or entity.

4.14.6. As used herein, "***Environmental, Health and Safety Laws***" shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, the Clean Air Act, the Federal Water Pollution Control Act, the Oil Pollution Act of 1990, the Federal Insecticide, Fungicide and Rodenticide Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Atomic Energy Act, the Hazardous Material Transportation Agreement, and the Occupational Safety and Health Act of 1970, each as such statute has been or may from time to time in the future be amended, and the regulations promulgated thereunder, together with all other laws of federal, state, local, and foreign governments (and all agencies thereof) concerning pollution or protection of the environment, public health and safety, or employee health and safety; and (ii) any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages resulting from, or threatened as a result of, the presence of or exposure to any hazardous substance.

4.14.7. As used herein, "***Environmental Claim***" means a claim, proceeding, investigation or inquiry arising under or relating to any of the Environmental, Health and Safety Laws.

4.15. <u>Leased Real Property</u>.

4.15.1. <u>Schedule 4.15</u> sets forth a list of leases and other arrangements or course of dealing (each, a "***Real Property Lease***") relating to all real property and interests in real property in which any Company is a lessee, sublessee, licensee or occupant or that are used in or related to the Business (such real property or interests in real property, individually, the "***Leased Real Property***"). True, correct and complete copies of such Real Property Leases have been previously furnished to Buyer.

4.15.2. Each Real Property Lease is in full force and effect and is the legal, valid and binding obligation of the relevant Company and the other party or parties thereto, enforceable against such Company and such other party or parties in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws or other laws of general application affecting the enforcement of creditors' rights or the discretion of any court before which any proceeding may be brought. No Company is in material default or breach of a Real Property Lease and to Seller's Knowledge, no other party thereto is in material breach or default thereunder. To Seller's Knowledge, there exists no state of facts which after notice or the passage of time, or both, would reasonably be expected to constitute a breach or a default.

4.15.3. The Company has good and valid title to the leasehold or subleasehold estates in all Leased Real Property, free and clear of all Liens, except Permitted Liens and other minor imperfections of title or encumbrances, if any, none of which, individually or in the aggregate, impairs, or would reasonably be expected to impair the continued use and operation of the Leased Real Property to which they relate in the operation or conduct of the Business.

4.15.4. No security deposit or portion thereof deposited with respect to any Leased Real Property has been applied in respect of a breach or default under a Real Property Lease. The Companies are in possession and quiet enjoyment of the Leased Real Property subject to each Real Property Lease. The current use by the Companies of the Leased Real Property does not violate any Applicable Law.

4.16. Entity Records; Books of Account.

4.16.1. The entity records and minute books of each Company contain complete and accurate minutes of all meetings of managers, directors and committees thereof and members held since the date of organization (and/or any written consents in lieu of meetings), and all such meetings were duly called and held. The membership books, registers of members, registers of transfers and registers of directors and officers of each Company are complete and accurate.

4.16.2. The accounting books and records of each Company have been kept on the basis described in Section 4.6.2, and the Financial Statements are consistent therewith in all material respects.

4.17. Compliance with Law.

4.17.1. Each Company is in compliance in all material respects, in form and in operation, with all Applicable Laws, and all requirements of all governmental bodies or agencies having jurisdiction over them, related to the conduct of the Business.

4.17.2. Each Benefit Plan is in compliance, in form and in operation, with its terms, all Applicable Laws, and all requirements of all governmental bodies or agencies having jurisdiction over them. Neither any Company, nor any of the directors, officers, members, managers, affiliates, agents or employees thereof, has violated (or is aware of any violation), or is currently in default or violation under, any Applicable Law or order applicable to any such Company (specifically, but without limitation, each Company has, in the conduct of such Company's business, complied with all Applicable Laws relating to the employment of labor and the maintenance and sponsorship of employee benefit plans, including those concerning wages, hours, equal employment opportunity, pension and welfare benefit plans (including, but not limited to ERISA, the Code, HIPAA, and COBRA (i.e., the requirements of Part 6 of Subtitle B of Title I of ERISA and Code §4980B and of any similar state law)), and the payment of Social Security and similar taxes, and no Company is liable for any arrearages of wages or any Tax penalties due to any failure to comply with any of the foregoing).

4.17.3. No Company has engaged in any prohibited transaction, as defined in Section 4975 of the Code or Section 406 of ERISA nor has any prohibited transaction occurred or is reasonably expected to occur with respect to the Benefit Plans. Every employee benefit plan of any Company that is represented or intended to be a qualified plan under section 401(a) of the Code ("***Qualified Plan***") is qualified and has been issued a favorable determination letter or is entitled to rely on a favorable opinion letter (as applicable) by the IRS to the effect that the forms of such plan(s) satisfy the requirements of Code section 401(a) and such determination letter or opinion letter (as applicable) has not been revoked, and nothing has occurred, whether by action or by failure to act, that caused or could cause the loss of such qualification or the imposition of any penalty or Tax liability. Every Qualified Plan has been administered in a manner consistent with the qualification requirements of Code section 401(a). Each Company has filed or caused to be filed on a timely basis each and every return, report, statement, notice, declaration, and other document required by any government agency, federal, state and local, with respect to such Company's employee benefit plans, arrangements or agreements. Each Company has delivered or caused to be delivered to every participant, beneficiary, alternate payee, or other party entitled to such material, all plan descriptions, returns, reports, schedules, notices, statements and similar materials required under ERISA, the Code, and any other Applicable Law. Each Company has withheld and remitted to the proper depository all income taxes and wage taxes on benefits derived under its employee benefit plans, arrangements, and agreements, or arranged for such withholding and remittance, to the extent such withholding is required by Applicable Law or has been elected by plan participants. No action, claim, demand, grievance or allegation of any kind has been brought or, to Seller's Knowledge, is contemplated or threatened by any potential claimant or representative of such claimant against any employee benefit plan, arrangement or agreement of any Company (other than non-material routine claims for benefits and appeals thereof), any trustee or fiduciaries thereof, any ERISA Affiliate, any employee, director, officer, member, manager or other service provider of any Company (whether current, former or retired), or any of the assets of any trust of any of the Benefit Plans. No Benefit Plan is under, and no Company has received any notice of, an audit or investigation by the IRS, Department of Labor, or any other governmental entity, and no such completed audit, if any, has resulted in the imposition of any Tax or penalty.

4.18. <u>Employee Benefits</u>.

4.18.1. Except as set forth on <u>Schedule 4.18</u>, neither any Company nor any entity that would be deemed a "single employer" with any Company under Code sections 414(b), (c), (m) or (o) or ERISA section 4001 (each, an "***ERISA Affiliate***"), has, nor will have at the time of Closing, established, maintained, sponsored or contributed to (or undertaken any obligation to contribute to), or have any obligations under, any agreements (including any employment, collective bargaining or union agreement), policies, trust funds or arrangements, any "employee benefit plans" within the meaning of ERISA section 3(3), all other medical, dental, health, welfare, life insurance plans, or under any compensation plan, including any pension, profit sharing, commission, membership interest purchase or option (or other equity grant), bonus or savings agreement, program or policy or any disability, salary continuation, accident, severance, retention, retirement, deferred compensation, fringe benefit, tuition, scholarship, relocation, service award, company car, payroll practices, vacation, sick pay, sick leave or paid time off plans or policies, or any other agreements, plans programs or policies (in all cases, whether written or unwritten, insured or self-insured) relating to or on behalf of its employees, officers, members, managers or other service providers (whether current, former or retired) or their beneficiaries other than workers' compensation insurance programs (each a "***Benefit Plan***"; collectively, the "***Benefit Plans***").

4.18.2. Except for contributions and any payments a Company is required to make pursuant to requirements of the Benefit Plans and ERISA regulations, no Company has any obligation to fund any other contributions or any other amounts or make a payment under the Benefit Plans. The contributions and any payments a Company is required to make pursuant to requirements of the Benefit Plans and ERISA through the day prior to Closing shall be reflected in the Estimated Net Working Capital as a Current Liability and there is no other liability (contingent or otherwise) relating thereto.

4.18.3. Neither any Company, nor any ERISA Affiliate or any of their predecessors maintains or has ever maintained, or has ever contributed to, contributes to, has ever been required to contribute to, or otherwise participated in or participates in, or in any way, directly or indirectly, has any liability with respect to any defined benefit pension plan or any other plan subject to the minimum funding standards under Code section 412, ERISA section 302 or Title IV of ERISA. No Company is, nor has any been, a party to a multiemployer plan, as defined in section 3(37) of ERISA.

4.18.4. All payments required by each Benefit Plan, any collective bargaining agreement or other agreement or by Applicable Law with respect to all prior periods have been made or provided for by the Companies in accordance with the provisions of each of the Benefit Plans and Applicable Law. The consummation of the transactions contemplated hereby, alone or in combination with any other event, will not give rise to any liability under any Benefit Plan.

4.18.5. No Benefit Plan provides post-retirement health and welfare benefits to any current or former employee of any Company, except as required under Code section 4980B, Part 6 of Title I of ERISA or any other Applicable Law.

4.18.6. Neither any Company, nor any ERISA Affiliate, employee, officer, director, member, manager, or other service provider of any Company has made any promises or commitments, whether legally binding or not, to create any additional Benefit Plan, agreement or arrangement, or to modify or change in any material way any existing Benefit Plan.

4.18.7. Each Benefit Plan that is a "nonqualified deferred compensation plan" (as defined under Code section 409A(d)(1)) has been operated, administered and timely amended in compliance with Code section 409A.

4.18.8. Seller has delivered or made available to Buyer: (i) copies of all material documents embodying and relating to each Benefit Plan; (ii) the three most recently filed annual reports (Form Series 5500), if any, required under ERISA or the Code in connection with each Benefit Plan; (iii) the three most recent actuarial reports (if applicable) for all Benefit Plans; (iv) the most recent summary plan description, if any, required under ERISA with respect to each Benefit Plan; (v) all material written contracts, instruments or agreements relating to each Benefit Plan; (vi) the most recent IRS determination or opinion letter issued with respect to each Qualified Plan; and (vii) all filings under the IRS' Employee Plans Compliance Resolution System Program or any of its predecessors, the U.S. Department of Labor Delinquent Filer Voluntary Program or other government correction program relating to any Benefit Plan.

4.19. Insurance. Schedule 4.19 sets forth a list of all insurance policies to which any Company is a party or that provide coverage to any Company or to the individuals providing services on behalf of any Company ("***Insurance Policies***"). All Insurance Policies are valid, outstanding and enforceable, are sufficient for compliance with all legal requirements and all contracts to which any Company is a party or by which it is bound, and will continue in full force and effect following the Closing. Each Company has paid all premiums due through the Closing and has otherwise performed all of its material obligations under each Insurance Policy. Each Company has given required notices to the insurer of all claims that may be insured thereunder and no material claim is pending under any of the Insurance Policies (other than health insurance policies), as to which coverage has been questioned, denied or disputed by the underwriters of such policies. No Company has received any notice of any proposed termination of any Insurance Policies. Except as set forth on Schedule 4.19, no Company has received any notice of any proposed premium increase with respect to any Insurance Policies.

4.20. Employees of the Companies.

4.20.1. Schedule 4.20.1 lists, as of February 20, 2016, the name and base salary or wage rate of each of the full- and part-time employees of any Company and indicates whether any such employee is on sick leave, disability or other leave. There shall be reflected in the Estimated Net Working Capital all outstanding and unpaid salaries, wages, benefits, accrued bonus, incentive and/or other compensation owed by any Company as of the Closing Date including accrued vacation pay and sick leave.

4.20.2. Except for the workers' compensation claims by employees set forth on Schedule 4.10, there are no controversies or grievances pending or, to Seller's Knowledge, threatened or reasonably anticipated, between any Company and any of its current or former employees, representatives of employees, directors, officers, members, managers or other service providers.

4.20.3. All sums due or accrued for compensation, benefits and vacation or sick time or other leaves of absence of the Companies' employees, directors, officers, members, managers or other service providers shall be duly and adequately paid or accrued on or before the Closing. Except as set forth on Schedule 4.20.3, no Company is a party to any employment contract, severance agreement or other similar agreement or arrangement by which it is bound with respect to any employee, director, officer, member, manager or other service provider. To Seller's Knowledge, no employees of any Company are, in any material respect, in violation of any term of any employment agreement, non-disclosure agreement, non-competition agreement, or any restrictive covenant to a former employer relating to the right of any such employee to be employed by any Company because of the nature of the business conducted or presently proposed to be conducted by such Company or to the use of trade secrets or proprietary information of others.

4.20.4. No Company has recognized any labor organization and is not a party to, bound by or negotiating any collective bargaining agreement, employee representation agreement or other agreement with employees or representatives of employee(s). There are no labor unions, works councils or other organizations representing or purporting to represent any employee of any Company. To Seller's Knowledge, there is no pending or threatened representation campaigns, elections or proceedings or questions concerning union representation involving any employees of any Company.

4.20.5. Each Company is in compliance in all material respects with all applicable federal, state, local and foreign laws and regulations respecting employment and employment practices, employment discrimination, terms and conditions of employment, wages and hours, workers' compensation, worker safety, civil rights, discrimination, immigration, collective bargaining, and the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §2109 et seq. or the regulations promulgated thereunder. There have been no claims of harassment, discrimination, retaliatory act or similar actions against any employee, officer or director of any Company at any time since January 1, 2011 and, to Seller's Knowledge, no facts exist that could reasonably be expected to give rise to such claims or actions. No Company is required to have, and none has, any affirmative action plans or programs. There is no unfair labor practice complaint against any Company pending or threatened before the NLRB or any comparable state, local or foreign agency and to Seller's Knowledge there is no basis or grounds for any such complaint, and no Company has engaged in or admitted committing, or been held in any arbitration, administrative or judicial proceeding to have committed, any unfair labor practice under the National Labor Relations Act or any violations of any labor agreement. No labor strike, dispute, slowdown, lockout or stoppage, or other similar labor activity has occurred or is actually pending or threatened, or anticipated against or involving any Company.

4.20.6. Any individual who performs services for any Company and who is not treated as an employee for federal income tax purposes by such Company is not an employee under Applicable Law or for any purpose including, without limitation, for Tax withholding purposes or Benefit Plan purposes. No Company has any liability by reason of an individual who performs or performed services for such Company being improperly excluded from participating in a Benefit Plan. Each employee of the Companies has been properly classified as "exempt" or "non-exempt" under Applicable Law.

4.21. Brokers or Finders. Except as set forth on Schedule 4.21, no person acting on behalf of Seller or any Company is entitled to any broker's or finder's fee in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby. Seller shall pay all broker or other fees in respect of any person or entity listed on Schedule 4.21 as a selling expense to be deducted from the proceeds payable to Seller hereunder.

4.22. Bank Accounts. Schedule 4.22 sets forth the names and locations of all banks, trust companies, brokerage firms or other financial institutions at which BSLLC maintains an account and the name of each person authorized to draw thereon or make withdrawals therefrom or to have access thereto.

4.23. Accounts Receivable. Schedule 4.23 attached hereto reflects all billed and unbilled accounts receivable of BSLLC (collectively, the "***Accounts Receivable***"). Except as set forth on Schedule 4.23, each Account Receivable (i) constitutes a valid claim for the full amount against the account debtor, (ii) arises from a bona fide transaction, and (iii) is not due from an Affiliate, if any, of Seller or any Company. No such Account Receivable is the subject of any outstanding dispute other than is identified on Schedule 4.23, and no Account Receivable is subject to any right of setoff or counterclaim by the account debtor thereof. All such Accounts Receivable existing on the Closing Date and reflected on the Closing Balance Sheet will be valid, binding and enforceable against the account debtors thereof in accordance with their terms and, subject to the provisions of Section 8.10, the full amount of such Accounts Receivable will be collectible in accordance with their terms for the full amounts thereof as reflected on the Closing Balance Sheet, net of the reserve, if any, actually reflected on the Closing Balance Sheet.

4.24. Customer and Service Provider Relationship. To Seller's Knowledge, there are no circumstances that could materially and adversely affect any Company's relationship with any of its customers, suppliers or service providers. Except as set forth on Schedule 4.24, there has not been any actual or, to Seller's Knowledge, threatened termination or cancellation of, or any material adverse modification in, the business relationship of any Company with any customer, supplier, or service provider.

4.25. Compliance with Health Care Laws. Except as set forth on Schedule 4.25:

4.25.1. There is no litigation, proceeding, audit, or investigation currently pending against any Company or relating to the Business for any violation or alleged violation of, and no Company has received written notice of any threat of any suit, action, claim, dispute, investigation, agency review or other proceeding pursuant to or involving, (i) the False Claims Act, 31 U.S.C. §§3729 et seq., (ii) the Civil Monetary Penalties Law, 42 U.S.C. §1320a-7a, (iii) federal or state anti-kickback statutes, including but not limited to 42 U.S.C. 1320a-7b(b), (iv) federal or state anti self-referral laws, including but not limited to 42 U.S.C. §1395nn; (v) regulations promulgated pursuant to any of the foregoing statutes, (vi) the Federal Privacy and Security Regulations (as defined below) or (vii) any other federal or state law or regulation pertaining to health care fraud, governing or regulating the management of health care providers, or governing or regulating medical billing or reimbursement, including all applicable Medicare and Medicaid statutes and regulations (collectively, the "***Medicare/Medicaid Laws***").

4.25.2. Each Company has instituted and operates a compliance plan and program that provides training to employees to prevent and address violations of laws that limit the use or release of an individual's personal health or financial information, including, but not limited to HIPAA, and operates in conformity with such compliance plan and program in all material respects. Each Company has also instituted and operates any other compliance program that is required by Applicable Law, and complies with the requirements of such other compliance program in all material respects.

4.25.3. Each Company is in or will ensure it is at Closing in material compliance with HIPAA, the Health Information and Technology for Economic and Clinical Health Act, as amended, and all other Applicable Laws relating to the privacy, security and transmission of health information and the regulations promulgated thereunder (hereinafter the "***Federal Privacy and Security Regulations***"). Each Company has or will by Closing put in place all policies and agreements, including but not limited to "Business Associate Agreements" (as defined in the Federal Privacy and Security Regulations), and has performed all other actions, necessary to comply with the Federal Privacy and Security Regulations and applicable state privacy laws. Each Company's policies relating to the privacy and security of "Protected Health Information" (as defined in the Federal Privacy and Security Regulations) comply or will at Closing comply in all material respects with the Federal Privacy and Security Regulations and applicable state privacy laws.

4.26. Third-Party Payor Reimbursement.

4.26.1. All billing practices of BSLLC are and have been in material compliance with all Applicable Laws, policies of and agreements with any third-party payors and government programs (including but not limited to Medicare and Medicaid) that have been billed or processed by BSLLC, and BSLLC has not, on behalf of its customers, billed, processed, or received any payment or reimbursement in excess of amounts permitted by Applicable Laws, policies of and agreements with such third-party payors and government programs, except overpayments that have been properly refunded in the ordinary course of business.

4.26.2. Neither the execution and delivery of this Agreement or any Related Document, nor the performance by BSLLC or Seller hereunder or thereunder, nor the recordation of any instruments or documents in connection therewith will, (i) adversely affect the right of BSLLC, on behalf of its customers, to bill, receive or process Medicaid, Medicare, insurance company, managed care company, or other third party insurance payments or reimbursements applicable to the customers of BSLLC following the Closing Date, (ii) reduce the Medicaid, Medicare, insurance company, managed care company, or other third party insurance payments or reimbursements or reduce private payor payments or reimbursements that BSLLC, on behalf of its customers, is billing, receiving or processing as of the Closing Date following the Closing Date, or (iii) materially and adversely affect the Permits.

4.27. Collection Laws. BSLLC is in material compliance with all Applicable Laws related to the billing and collection from patients and consumers for medical services and supplies, including but not limited to the Fair Debt Collection Practices Act, as amended.

4.28. Disclosure. No representation or warranty of Seller in this Agreement or any Schedules furnished pursuant hereto or in any Related Documents contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading or untrue.

SECTION 5.
REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller as of the Closing Date as follows:

5.1. Organization and Good Standing. Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware, and is qualified or registered to do business in each jurisdiction in which the nature of its business or operations would require such qualification or registration. Buyer has full power and authority to own, lease and operate its property and to carry on its business as now conducted.

5.2. Authorization and other Matters. Buyer has the full power and authority to execute and deliver this Agreement and the Related Documents to which Buyer is a party, to perform fully its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Buyer has duly executed and delivered this Agreement and the Related Documents to which Buyer is a party. The execution, delivery and performance by Buyer of this Agreement and the Related Documents to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, will not conflict with or result in a violation of or a default under (with or without the giving of notice or the lapse of time or both) the organizational documents of Buyer, or any agreement or other instrument by which Buyer is bound, or any law, regulation or other legal requirement applicable to Buyer.

5.3. Valid and Binding Obligation. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws or other laws of general application affecting the enforcement of creditors' rights or the discretion of any court before which any proceeding may be brought.

5.4. Certain Proceedings. There is no pending proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated hereby. To Buyer's knowledge, no such proceeding has been threatened.

5.5. Brokers or Finders. No Person acting on Buyer's behalf is entitled to any broker's finder's fees or agent's commissions or investment banking fees or other similar payment in connection with this Agreement or the consummation of the transactions contemplated herein.

5.6. Purchase for Investment; Investor Sophistication; Due Diligence.

5.6.1.1. Buyer has been given access to information regarding BSLLC, including the opportunity to ask questions of and receive answers from the officers of BSLLC concerning the past and present activities of BSLLC, and to obtain information which Buyer deems necessary in order to evaluate the merits of the transactions contemplated by this Agreement, including access to all information requested by Buyer and made available by Seller on that certain Dropbox account folder established to facilitate this transaction (https: //www. dropbox.com /l/sh/ 2f6Ba50f XQsVHE xmhR1eKs); provided, however, in no event shall Buyer's knowledge of any facts or circumstances learned from such inquiries, investigations or other information be deemed to modify, alter or affect the representations and warranties of Seller or the rights of Buyer to indemnification as provided in Section 8.2.

5.6.1.2. Buyer is acquiring the Purchased Membership Interests as a principal for Buyer's own account for investment purposes and not with a view to resell the Purchased Membership Interests. Buyer understands that the Purchased Membership Interests have not been registered under the United States Securities Act of 1933, as amended, or any state securities act or with the securities law agency of any state, and Buyer will not transfer the Purchased Membership Interests except in accordance with all applicable securities laws or any exemptions therefrom. Buyer has sufficient knowledge and experience in financial and business matters to enable it to evaluate the merits and risks of the transactions contemplated by this Agreement.

SECTION 6.
OTHER COVENANTS OF THE PARTIES

6.1. Conduct of Business Prior to Closing. During the period from the date of this Agreement to the Closing, Seller shall cause the Companies to do the following:

6.1.1. Conduct Business in Ordinary Course. Except as otherwise contemplated or permitted by this Agreement, to conduct the Business in the ordinary and normal course thereof and use commercially reasonable efforts to preserve all business relationships with customers, suppliers, service providers and others having business dealings with any Company, including without limitation, maintaining all Permits and appropriately responding to communications from any government agency.

6.1.2. Maintain Assets and Continue Insurance. To maintain all of the assets and property used in the Business, whether owned or leased, in good condition and repair (taking into account normal wear and tear) and maintain and continue in force all Insurance Policies.

6.1.3. Perform Obligations. To comply in all material respects with all Applicable Laws affecting the operation of the Business and to pay all required Taxes and Tax installments as such Taxes become due and payable.

6.1.4. Prevent Certain Changes. Except as otherwise contemplated or permitted by this Agreement, not to take any of the actions, do any of the things or perform any of the acts described in Section 4.7 and the subsections thereunder.

6.1.5. No Indebtedness. Not incur any additional Indebtedness other than the incurrences of Indebtedness not to exceed $10,000 in the aggregate, all of which will be paid at Closing, to be used by BSLLC to fund ordinary working capital needs.

6.1.6. No Change in Ownership or Tax Structure. Not to make or permit any change in the ownership of the Membership Interest or to make or permit any election to be made under the Code to change BSLLC's tax treatment as an S corporation.

6.1.7. Notification Regarding Customer, Service and Other Contracts. Not, without two (2) Business Days' prior notice to Buyer, and reasonable consideration of Buyer's comments and suggestions given to Seller during such time period, to enter into any new Customer Contracts, Service Contracts or Other Contracts or modifications of existing Customer Contracts, Service Contracts or Other Contracts; provided, however, that such notice and consideration shall not be required for Customer Contracts for which the compensation payable to BSLLC thereunder does not deviate from BSLLC's standard rate structure.

6.2. No Solicitation, Exclusivity. Seller agrees that from the date hereof to the earlier of the Closing Date or the termination of this Agreement it will not engage in, solicit or negotiate with any Person other than Buyer with respect to the sale of all or any part of BSLLC, the Membership Interest, the assets used in the Business, or the Business, and will not knowingly, and will not permit any of the officers, managers, employees, agents or representatives of Seller or the Companies to, (a) initiate contact with, (b) make, solicit or encourage any inquiries or proposals from, (c) enter into, or participate in, any discussions or negotiations with, (d) disclose, directly or indirectly, any information not customarily disclosed concerning BSLLC or the Business to, or (e) afford any access to the Business' properties, books and records to any Person in connection with the sale or other disposition of BSLLC (including the Membership Interest), the Business or the assets of the Business.

6.3. Governmental and Third Party Approvals, Consents. As promptly as practicable after the execution of this Agreement, Seller shall file, and Seller shall cause the Companies, as applicable, to file, any applications, reports or notifications, if any, that may be required to be filed by any Company prior to Closing with any applicable governmental authorities or third parties and agree to use commercially reasonable efforts to obtain the Required Consents and provide any and all the notices required to consummate the transactions contemplated herein (and shall provide Buyers with copies thereof). Seller and Buyer shall, and Seller shall cause the Companies to, cooperate with each other in obtaining any waiver, consent or any other approval, if any, in connection with such filings, including in connection with timely responses to requests for additional information. Following the Closing, Seller shall cooperate with Buyer and BSLLC in obtaining any waiver, consent or any other approval, if any, in connection with any filings required of BSLLC, including in connection with timely responses to requests for additional information.

6.4. Access for Investigation. For the approximate ninety (90) days before the date of this Agreement, Seller has and shall continue to cause the Companies to permit Buyer and its employees, agents, counsel and accountants or other representatives (the "***Buyer's Representatives***") between the date hereof and the earlier of the Closing or the termination of this Agreement, during normal business hours, reasonable access to all the books, accounts, records and other data of the Company (including, without limitation, all corporate, accounting and tax records of the Company) and to the properties and assets of the Companies and shall furnish with respect to the business, properties and assets of the Companies such information as Buyer shall from time to time reasonably request.

6.5. Actions to Satisfy Closing Conditions. Each of the Parties hereby agrees to take all such commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with any conditions set forth within the Agreement hereof which are for the benefit of any other Party.

6.6. Notification of Certain Matters. Each Party shall give prompt notice to the other Parties of (a) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would be likely to cause any representation or warranty of it contained herein to be untrue or inaccurate in any material respect at or prior to the Closing, and (b) any material failure of such Party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder. The delivery of any notice pursuant to this Section 6.6 shall not, without the express written consent of the other Parties, be deemed to (x) modify the representations or warranties hereunder of the Party delivering such notice, (y) modify the conditions set forth in SECTION 7, or (z) limit or otherwise affect the remedies available hereunder to the Party receiving such notice. No more than five (5) days but at least two (2) days prior to the Closing, Seller shall provide Buyer with any updates to any Schedule which by its terms requires updating and to any Schedule that would be rendered inaccurate or misleading by virtue of any actions taken by any Company between the date hereof and the Closing.

6.7. Public Announcements. No Party will issue, or permit any of its officers, employees, consultants, agents or affiliates (if any) to issue any press release or otherwise make, or permit any of its officers, employees, consultants, agents or affiliates to make, any public or other statements, with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other Parties or as (and to the extent) required by Applicable Law.

6.8. Expenses. Except as otherwise specifically provided herein, each Party shall bear its own expenses and costs, including without limitation counsel fees and transfer taxes, incurred in connection with the consummation of this Agreement and the transactions contemplated hereby.

6.9. Errors and Omissions Insurance. Seller shall purchase, at its sole cost and expense as a Transaction Expense hereunder, an errors and omissions tail liability insurance policy for acts and omissions occurring prior to Closing, such insurance policy to be in effect as of the Closing.

6.10. Seller's Access to Information. After the Effective Date, Buyer shall and shall cause BSLLC to make available to Seller any documents, records, and other information reasonably requested (whether stored in a tangible or electronic or other medium) which is in Buyer's or BSLLC's custody or control for a Proper Purpose. Buyer will afford access to such documents, records, and other information during normal business hours, upon reasonable advance notice given by Seller, and subject to such reasonable limitations as Buyer may impose to insure confidentiality. Seller shall reimburse Buyer for any reasonable out of pocket expenses incurred in connection with this provision.

6.11. Records and Files. Seller shall surrender and transfer to Buyer all original records, files, invoices, customer lists, specifications, accounting records, business records, operating data and other data of the Companies, including without limitation all original client files and records pertaining to any past sales and/or services provided to any vendor or customer, financial records, employee records, including payroll, payroll deduction and employee history, tax records, asset listings, depreciation schedules, etc. (collectively, the "***Records***") in its possession or control. Any such retained copies shall be treated as the Confidential Information of BSLLC and Buyer and shall not be released or disseminated in any matter except in connection with the preparation and filing of its tax returns or pursuant to a court order.

6.12. SAML and SEM. Prior to the Closing, and on terms and conditions reasonably acceptable to Buyer, Seller shall (i) cause SAML to convey to BSLLC all of the assets owned by SAML and used in connection with the operation of the Business, free and clear of all Liens (other than Permitted Liens), and (ii) cause SEM to transfer to BSLLC the employment or engagement of all personnel employed or engaged by SEM who are involved in the operation of the Business, excluding, however, any individuals identified by Buyer in a written notice delivered to Seller at least ten (10) Business Days prior to Closing.

6.13. Customer Contracts with Affiliated Customers. Prior to Closing, Seller shall cause BSLLC to enter into new Customer Contracts acceptable to Buyer with each of the customers of BSLLC who are identified on Schedule 6.13, such customers being all those that are affiliated with Seller.

SECTION 7.
CONDITIONS PRECEDENT TO CLOSING

7.1. Conditions Precedent to Obligation of Buyer. Buyer's obligation to complete the purchase of the Purchased Membership Interest hereunder is subject to the satisfaction of, or compliance with, or Buyer's waiver of, each of the conditions precedent set forth in this Section 7.1 on or before the Closing Date:

7.1.1. Representations and Covenants. All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects at and as of the Closing Date, except to the extent that a representation or warranty expressly states that such representation or warranty is made only as of the date of this Agreement. Seller shall have performed and complied with all of its covenants and obligations under this Agreement. Seller shall deliver to Buyer at Closing a certificate signed by Seller affirming the foregoing.

7.1.2. Satisfactory Due Diligence. The results of Buyer's investigation of the Business and the Companies' operations, assets, liabilities or prospects (financial or otherwise) shall be satisfactory to Buyer in its sole and absolute discretion.

7.1.3. No Material Adverse Change. There shall have been no material adverse change in the Business, operations, assets, liabilities or prospects of the Companies (financial or otherwise); provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a material adverse change, any adverse change, event, development, or effect (whether short-term or long-term) arising from or relating to (i) general business or economic conditions or conditions which generally affect the industry in which BSLLC operates or (ii) the engagement by the U.S. in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S. (a "***Material Adverse Change***").

7.1.4. Approvals. The consummation of the transactions contemplated by this Agreement shall have been approved by the Board of Directors of Buyer's direct and indirect parent entities and consented to by Deans Knight Capital Management Ltd., lender to Buyer's parent entities.

7.1.5. Seller's Deliveries. Seller shall have delivered or caused to be delivered the documents required pursuant to Section 3.6.2.

7.1.6. Certified Copies of Organizational Documents. Seller shall deliver to Buyer copies of the organizational documents of BSLLC, including the certificate of organization, with all amendments to the date of Closing, and a certificate of good standing, all issued or certified by the Arizona Secretary of State as of a date not more than thirty (30) days prior to Closing and certified by Seller as of the Closing Date.

7.1.7. Seller Releases. Seller and any other member of any of the Companies shall have delivered releases in form and substance reasonably acceptable to the Parties in favor of Buyer and BSLLC releasing them from any claim, loss or obligation (whether fixed, contingent or otherwise) that exists or relates to the period prior to the Closing in respect of Seller or such member having been a member, manager, director, officer or employee except in respect of any obligations arising under this Agreement and the consummation of the transactions contemplated hereunder and any Related Document.

7.1.8. Indebtedness/Payoff letters. All Indebtedness of any Company shall have been paid in full. Buyer shall have received duly executed and delivered payoff letters, in form and substance reasonably acceptable to it, from each of the creditors with respect to the Indebtedness of any Company, in each case, indicating that such Indebtedness has been paid in full as of the Closing Date, and all duly executed and delivered instruments and documents, in form and substance reasonably acceptable to it, necessary to release any and all Liens relating to such Indebtedness.

7.1.9. No Injunctions. No temporary restraining order, preliminary or permanent injunction or other order shall be binding before, or shall have been issued by, any court of competent jurisdiction or any other governmental entity that would prevent, restrain, enjoin or otherwise prohibit the consummation of the transactions contemplated by this Agreement; nor shall there be any action taken, or any statute, rule, regulation or order pending, enacted, entered, enforced or deemed applicable to the transactions contemplated by this Agreement that makes the consummation of such transactions illegal.

7.2. Conditions Precedent to Obligation of Seller. Seller's obligations to complete the sale of the Purchased Membership Interest hereunder is subject to the satisfaction of, or compliance with, or Seller's waiver of, each of the conditions precedent set forth in this Section 7.2, on or before the Closing Date:

7.2.1. Representations and Covenants. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects and as of Closing Date as though made at and as of the Closing, and Buyer shall have performed and complied in all material respects with all of its covenants and obligations under this Agreement. Buyer will deliver to Seller at Closing a certificate signed by an officer of Buyer affirming the foregoing.

7.2.2. Buyer's Deliveries. Buyer shall have delivered or cause to be delivered the documents required pursuant to Section 3.6.3;

7.2.3. Certified Copies of Corporate Documents. Buyer shall deliver to Seller copies of the organizational documents of Buyer, including the certificate of organization, with all amendments to the date of Closing, and a certificate of good standing, all issued or certified by the Delaware Secretary of State as of a date not more than thirty (30) days prior to Closing and certified by Buyer as of the Closing Date.

7.3. Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date:

7.3.1. by mutual written consent of Buyer and Seller;

7.3.2. by either Buyer or Seller, by giving written notice to the other Party, if (x) a court of competent jurisdiction or other governmental entity shall have issued a nonappealable final order, having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement; or (y) any statute, rule, regulation or order is pending, enacted, entered, enforced or deemed applicable to the transactions contemplated by this Agreement which makes the consummation of such transactions illegal;

7.3.3. by Buyer, by giving written notice to Seller, if the Closing shall not have occurred on or before March 31, 2016 by reason of the failure of any condition precedent under Section 7.1 (unless the failure results primarily from a breach by Buyer of any representation, warranty, or covenant of Buyer contained in this Agreement); or

7.3.4. by Seller, by giving written notice to Buyer, if the Closing shall not have occurred on or before March 31, 2016 by reason of the failure of any condition precedent under Section 7.2 (unless the failure results primarily from a breach by Seller of any representation, warranty, or covenant of Seller contained in this Agreement).

7.4. Effect of Termination. In the event of termination of this Agreement as provided in Section 7.3, this Agreement shall immediately become void and there shall be no liability or obligation on the part of the Parties, or their respective officers, directors, managers, stockholders, members, employees, representatives, or affiliates and all rights and obligations of any Party shall cease, except for the agreements contained in Section 6.8 and SECTION 9; provided, however, that nothing contained in Section 7.3 shall relieve any Party from liability for any breach of this Agreement that occurred prior to such termination.

SECTION 8.
INDEMNIFICATION

8.1. Survival of Representations, Warranties and Covenants. The representations and warranties of Seller contained in this Agreement or in any Related Document shall terminate on the thirty-sixth (36^{th}) month anniversary of the Closing Date; provided, however, that the representations and warranties in Section 4.4 (No Conflicts; Consents of Third Parties), Section 4.9 (Tax Matters), Section 4.14 (Permits; Environmental, Health and Safety Matters), Section 4.17 (Compliance with Law), Section 4.18 (Benefits), Section 4.25 (Compliance with Health Care Laws) and Section 4.26 (Third Party Payor Reimbursement) shall terminate on the fifth (5^{th}) anniversary of the Closing Date; and provided, further, that the representations and warranties in Section 4.1 (Organization and Existence; Authorization) and Section 4.2 (Membership and Management Structure) shall not be limited as to time. The representations and warranties of Buyer contained in this Agreement, or in any Related Document shall terminate on the thirty-sixth (36^{th}) month anniversary of the Closing Date. Each of the covenants of Seller and Buyer shall survive Closing for the respective statutes of limitations applicable to such covenants.

8.2. Indemnification Obligations of Seller. Subject to the limitations set forth in Section 8.4, Seller shall indemnify and hold harmless Buyer and its affiliates, and their respective officers, directors, shareholders, members, employees and agents, and their respective successors and assigns (the "***Buyer Indemnified Parties***") from and against any and all Losses that may be suffered or incurred by any of them arising from, relating to, or by reason of any of the following:

8.2.1. any misrepresentation by Seller under, or breach by Seller of a warranty contained in, this Agreement or in the Related Documents;

8.2.2. any failure by Seller to perform or comply with any covenant applicable to Seller contained in this Agreement or in the Related Documents;

8.2.3. the operation of the Business prior to the Closing and all acts and omissions by or on behalf of any Company prior to the Closing, including without limitation any such acts or omissions which, with the giving of notice or passage of time or both, would constitute a breach of or default under any contract, promise, representation or warranty of such Company, and including without limitation any failure by the Companies to comply with HIPAA or any other Federal Privacy and Security Regulations and applicable state privacy laws;

8.2.4. any amounts required to be refunded or repaid after the Closing to any customer of BSLLC, or any reduction in compensation payable to BSLLC after the Closing by any customer, in either case attributable to a recoupment or offset by a third-party payor relating to any amounts billed or processed by BSLLC on behalf such customer prior to the Closing; or

8.2.5. any pending claims set forth on Schedule 4.10 (if any).

8.3. Indemnification Obligations of Buyer. Subject to the limitations hereinafter set forth in Section 8.4, Buyer shall hold harmless and indemnify Seller and its affiliates, and their respective officers, directors, shareholders, members, employees and agents, and their respective successors and assigns (the "***Seller Indemnified Parties***") from and against any and all Losses that may be suffered or incurred by any of them arising from, relating to, or by reason of any of the following:

8.3.1. any misrepresentation by Buyer under, or breach by Buyer of a warranty contained in, this Agreement or in the Related Documents; or

8.3.2. any failure by Buyer to comply with or perform any covenant applicable to Buyer contained in this Agreement.

8.4. Limitations of Liability; Other Matters Relating to Indemnification.

8.4.1. Notwithstanding anything to the contrary contained herein:

8.4.1.1. Each Loss shall be calculated after deduction of the amount of any insurance proceeds paid to or for or received by any Indemnified Party with respect to such Loss to such Indemnified Party or any amount paid by the Indemnifying Party out of insurance proceeds paid to or for or received by it, in each case, after taking into account all costs incurred by the applicable Indemnified Party to collect such insurance proceeds.

8.4.1.2. Each Loss shall be calculated without reduction for any tax benefits available to the Indemnified Party.

8.4.2. If a Buyer Indemnified Party suffers any Losses for which it is entitled to indemnification hereunder, such Losses shall first be satisfied by offsetting against the principal amount owed under the Note (if any), and then from Seller (in accordance with and to the extent set forth in this SECTION 8).

8.4.3. Notwithstanding anything to the contrary contained herein:

8.4.3.1. No Indemnifying Party shall be liable for indemnification under Sections 8.2 or 8.3, as applicable, unless and until the amount of Losses incurred by the Indemnified Parties as a result of such misrepresentations, breaches of warranty, and breaches or nonperformance of covenants exceeds Ten Thousand Dollars ($10,000) (the "***Basket Amount***"), in which event the Indemnifying Party shall only be liable for the Losses in excess of the Basket Amount; provided, however, this Basket Amount limitation shall not apply to breaches of the representations and warranties contained in Section 4.2

(Membership and Management Structure), Section 4.9 (Tax Matters), Section 4.21 (Brokers or Finders) and Section 5.5 (Brokers or Finders).

8.4.3.2. Absent fraud, intentional misrepresentation or willful misconduct, the maximum liability of Seller for misrepresentation or breach of warranty under this Agreement (other than with respect to a misrepresentation or breach of warranty contained in Section 4.2 (Membership and Management Structure) or Section 4.9 (Tax Matters)) shall be the Purchase Price.

8.4.4. For purposes of determining Losses, all materiality qualifiers (including "material adverse effect" or "material adverse change") and words of similar import in the representations and warranties shall be excluded, so that the amount of indemnification shall be determined based on the representations and warranties in SECTION 4 and SECTION 5 without any such materiality qualifications.

8.4.5. Seller acknowledges and agrees that, as a member of BSLLC, Buyer indirectly will bear Losses relating to BSLLC and, accordingly, Buyer shall be entitled to indemnification for such Losses in accordance with the terms of this SECTION 8 as if Buyer suffered or sustained such Losses directly to the extent Buyer is not made whole or otherwise reimbursed directly or indirectly for any such Losses as a result of claim and associated expense payments received by BSLLC as a result of in-force and available insurance coverage.

8.5. Tax Matters.

8.5.1. Seller shall indemnify and hold harmless BSLLC and the Buyer Indemnified Parties from and against: (i) all Taxes (or the nonpayment thereof) of the Company for any period ending on or before the Closing Date (a "***Pre-Closing Tax Period***"); (ii) any Tax incurred or suffered by BSLLC, Buyer or any of their Affiliates arising out of a breach of any representation or warranty in Section 4.9, or any covenant or agreement contained in this Section 8.5; and (iii) all Claims arising out of or incident to the imposition, assessment or assertion of any Tax described in clauses (i) and (ii) above; provided, however, the indemnification provisions set forth above shall not include any Taxes, including federal and state income Taxes, to the extent reflected in the Final Net Working Capital and accounted for in the determination of the Post-Closing Adjustments.

8.5.2. The Parties acknowledge that the liability for certain Taxes (other than federal and state income taxes) will not coincide with the Closing Date, such as real estate taxes, employment taxes, sales taxes, etc. The Parties intend that all such Taxes shall be accrued and prorated as of the Closing Date and reflected in the Post-Closing Adjustments.

8.5.3. Seller shall, at its sole cost, prepare, or cause to be prepared, for filing by Buyer, all Tax Returns of BSLLC that are due with respect to any Pre-Closing Tax Period on a basis consistent with prior practice and in accordance with Applicable Law. Prior to the filing of any Tax Returns for any Pre-Closing Tax Period, Seller shall provide Buyer with a copy thereof not less than thirty (30) days before any such return is due to be filed (taking into account any extension to which Seller is entitled as a matter of right and as to which Seller timely files a request for extension; Seller has confirmed that an extension will be filed relating to the timely submission of such tax filings, and a copy of said filings shall be promptly delivered to Buyer), and if Buyer objects to the treatment of any item on such a Tax Return, the Parties shall seek to agree on the treatment, but if they cannot agree, the matter shall be referred to the Neutral Accountant, whose decision shall be final and binding on the Parties.

8.5.4. Buyer shall, at the cost of BSLLC, prepare, or cause to be prepared, and timely file, all Tax Returns of BSLLC that are due with respect to any period that begins before the Closing Date and ends after the Closing Date (a "***Straddle Period***"), and any subsequent period, and shall timely pay, or cause to be timely paid, all Taxes shown as due and owing on such Tax Returns. In the event Buyer intends to claim that Seller is responsible for any portion of such Taxes shown as due and owing on such Tax Returns (in excess of that reflected in the Final Net Working Capital or prorated at Closing), Buyer shall use commercially reasonable efforts to promptly provide Seller with a copy thereof not less than thirty (30) days before any such return is due to be filed, and if Seller objects to the treatment of any item on such a Tax Return, the Parties shall seek to agree on the treatment, but if they cannot agree, the matter shall be referred to the Neutral Accountant, whose decision shall be final and binding on the Parties; provided, however, Buyer shall have the right to file any required Tax Return timely and, in the event of a dispute, shall agree to amend any such Tax Return if the Neutral Accountant determines that treatment thereunder was not proper based on the provisions of this Agreement and Applicable Law. Within ten (10) days following the filing of any Tax Returns for any Straddle Period, Buyer shall provide a copy thereof to Seller.

8.5.5. Buyer shall on a timely basis notify Seller upon receipt by Buyer of any notice of any inquiries, assessments, proceedings or similar events received from any governmental authority with respect to Taxes of any Company for which Seller would be required to indemnify any Buyer Indemnified Person pursuant to this Section 8.5 (any such inquiry, assessment, proceeding or similar event, a "***Tax Matter***").

8.5.6. Other Provisions.

8.5.6.1. Seller shall have the right to control the conduct and resolution of any Tax Matter that relates in whole or in part to a Pre-Closing Tax Period; provided, however, that if the resolution of any such Tax Matter (or any portion thereof) reasonably could be expected to affect the Taxes of BSLLC or Buyer for a period that begins after the Closing Date, Seller and Buyer shall jointly control the conduct and resolution of such Tax Matter (or portion thereof), with each Party bearing its own costs in connection with such Tax Matter. Seller and Buyer shall jointly control the conduct and resolution of any Tax Matter relating to a Straddle Period and for which Seller would be responsible, with each party bearing its own costs in connection with such Tax Matter. If Seller elects not to control the conduct and resolution of any Tax Matter relating to a Pre-Closing Tax Period, or to participate in the conduct and resolution of any Tax

Matter relating to a Straddle Period, then Seller shall notify Buyer in writing, and Buyer shall have the right to control the conduct and resolution of such Tax Matter. In such case, Buyer shall keep Seller informed of all developments on a timely basis, and Buyer shall not settle such Tax Matter in a manner that could reasonably be expected to have an adverse impact on the Seller's indemnification obligations under this Agreement without Seller's written consent, which shall not be unreasonably withheld.

8.5.6.2. Without the prior written consent of Seller, which may not be unreasonably withheld, neither Buyer, BSLLC, nor any of their affiliates shall file or cause to be filed any amended Tax Return for or with respect to BSLLC for any Pre-Closing Tax Period unless required pursuant to the settlement, adjudication or other resolution of a Tax Matter that was initiated by the IRS or a state, local or foreign governmental authority (i.e., was not initiated by Buyer, the Company, nor any of their affiliates), except that Buyer may without such consent cause the filing of a refund claim that carries back an item from a period, or portion thereof, beginning after the Closing Date.

8.5.6.3. Any Tax refunds that are received by Buyer, BSLLC, or any of their Affiliates, and any amounts credited against Taxes to which Buyer, BSLLC, or any of their Affiliates become entitled, that relate to Taxes of BSLLC for Tax periods or portions thereof ending on or before the Closing Date (other than as a result of any carryback of any item from any period, or portion thereof, beginning after the Closing Date) shall be for the account of Seller, and Buyer shall pay over to Seller, the amount of any such refund or credit within thirty (30) days after receipt thereof (or in the case of any credit within thirty (30) days after such credit is utilized to offset Tax liabilities) less any reasonable out-of-pocket costs incurred in collecting such refund or credit.

8.6. Indemnification Procedure. If a Party or other Person seeks indemnification under this SECTION 8 ("***Indemnified Party***"), such Indemnified Party shall promptly give notice thereof to the Party or Parties obligated to provide indemnification (the "***Indemnifying Party***") by delivery of a Claim Notice to such Party. The Indemnifying Party may object to such claim by written notice (an "***Objection Notice***") to the Indemnified Party specifying the basis for the Indemnifying Party's objection, within thirty (30) days following receipt by the Indemnifying Party of such notice regarding such claim. For the purposes of this Agreement, "***Claim Notice***" shall mean a notice signed by or on behalf of an Indemnified Party (a) stating that the Indemnified Party has paid, sustained, incurred or properly accrued, or reasonably anticipates that it shall have to pay, sustain, incur or accrue Losses, and (b) specifying in reasonable detail the individual items of Losses included in the amount so stated, the date each such item was paid, sustained, incurred or properly accrued, or the basis for such anticipated liability, and the nature of the misrepresentation, breach of warranty or covenant or Liability to which such item is related.

8.7. Resolution of Conflicts; Arbitration.

8.7.1. If an Indemnifying Party timely delivers an Objection Notice, the Indemnified Party and Indemnifying Party shall attempt in good faith to agree upon the rights of the respective Parties with respect to such claims. To this effect, the Parties shall in good faith consult and negotiate with each other, including an in-person meeting of representatives of the respective Parties if so requested by either Party, and, recognizing their mutual interests, attempt to reach a just and equitable solution within a period of thirty (30) days after delivery of any Objection Notice. If the Indemnified Party and Indemnifying Party so agree, a memorandum setting forth such agreement shall be prepared and signed by both Parties

8.7.2. If no such agreement can be reached after good faith negotiation within thirty (30) days after delivery of any Objection Notice, the Indemnified Party or the Indemnifying Party may demand arbitration of the matter, unless the amount of the Loss at issue is in pending litigation with a third party, in which event arbitration shall not be commenced until such amount is ascertained or both Parties agree to arbitration, and in either such event the matter shall be settled by arbitration conducted by one arbitrator mutually agreeable to the Indemnified Party and the Indemnifying Party. If, within thirty (30) days after submission of any dispute to arbitration, the Indemnified Party and the Indemnifying Party cannot mutually agree on one arbitrator, then the Arbitrator shall select an arbitrator pursuant to its rules.

8.7.3. Any such arbitration shall be held in Phoenix, Arizona, under the rules then in effect of the Arbitrator. The arbitrator shall determine how all expenses relating to the arbitration shall be paid, including without limitation, the respective expenses of each Party, and the fees of the arbitrator and the administrative fee of the Arbitrator. Other than an exchange of documents and the right of each Party to make one interrogatory request, no discovery shall be permitted in the arbitration, but the maximum number of days for the deposition of witnesses and for hearings shall not exceed an aggregate of ten (10). The arbitrator shall issue a decision with the findings of fact and reasoning for such decision and the award, judgment, decree or order awarded by the arbitrator within thirty (30) days after the last hearing date. The decision of the arbitrator as to the validity and amount of any claim in such Claim Notice shall be final, binding and conclusive upon the Parties. Within ten (10) days after a decision of the arbitrator requiring payment by one Party to another, such Party shall make the payment to such other Party.

8.7.4. Any payments required to be made by Seller to Buyer under this Section 8.7 shall be made in accordance with the provisions of this SECTION 8, including without limitation, Section 8.4.2 and Section 8.9.

8.7.5. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction and shall be specifically enforceable. In the event a Party resorts to legal action to enforce an award rendered by the arbitrator(s), or seeks to enforce an obligation under this Agreement or Related Document through an injunction or other equitable remedy, the prevailing Party shall be entitled to recover its reasonable costs and attorneys' fees.

8.8. Third-Party Claims.

8.8.1. If an Indemnified Party becomes aware of a third-party claim which such Indemnified Party reasonably believes may result in a demand for indemnification pursuant to this SECTION 8, the Indemnified Party shall promptly provide the Indemnifying Party with a Claim Notice with respect to such claim (but the obligations of the Indemnified Party under this SECTION 8 shall not be impaired by failure to give such Claim Notice, except to the extent said failure actually prejudices the rights of the Indemnified Party). Thereafter the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the third-party claim, and whether and to what extent any amount is payable in respect of the third party claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including reasonable access to BSLLC's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. The Indemnifying Party shall have the right to assume, with counsel reasonably satisfactory to the Indemnified Party, the defense of any such claim brought by a third party, unless the Indemnified Party reasonably determines that there would be a conflict of interest associated with such representation. After the Indemnifying Party's written confirmation of the assumption of the defense of any such claim, and its acknowledgement of its obligation to indemnify and hold harmless the Indemnified Party in respect thereof, the Indemnifying Party shall not be responsible for the reasonable legal fees and expenses of counsel independently retained by the Indemnified Party during the continuance of such assumption (but shall be liable for any such fees and expenses other than during the continuance of such assumption); and the Indemnifying Party may effect any settlement, adjustment or other compromise (collectively "***Settlement***") of any such claim without the consent of the Indemnified Party if the Indemnifying Party has paid, or made adequate provision for the payment of, the amount of such Settlement at the time thereof and obtained a complete release respecting any such claims against the Indemnified Parties, provided that the Indemnifying Party shall obtain the prior written consent of the Indemnified Parties, which shall not be unreasonably withheld, conditioned or delayed so long as the Indemnified Parties are held harmless therefrom, before entering into any Settlement that involves any remedy other than payment of money by the Indemnifying Parties. The Indemnified Parties may, at their election, employ counsel at their own expense in connection with the handling of any such claim. The Indemnified Parties shall have the right to enter into any Settlement of any such claim provided the Indemnified Parties shall not be entitled to any indemnification hereunder in connection with the payment of any amounts pursuant to any Settlement agreed to by them, unless such Settlement is consented to in writing by the Indemnifying Parties, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties agree to cooperate with each other in connection with the defense, negotiation or settlement of any claim of a third party.

8.9. Rights of Set Off. It is hereby expressly acknowledged and agreed that in addition to all other rights and remedies available to it at law and hereunder, Buyer shall have the right from time to time to set off amounts claimed against Seller hereunder against amounts that are otherwise payable by Buyer to Seller hereunder, including without limitation under the Note. For the avoidance of doubt, the foregoing does not abridge or otherwise derogate from the procedures outlined in Sections 8.6 and 8.7.

8.10. Accounts Receivable Indemnity. From and after the Closing, Buyer shall cause BSLLC to use commercially reasonable efforts (but without necessity of bringing suit or other dunning activities) to collect all of the Accounts Receivable existing as of the Closing Date. Seller shall have the right to assist Buyer in the collection of the Accounts Receivable. Subject to the additional limitations set forth below, if the full amount of the Accounts Receivable existing as of the Closing Date (other than Excluded Accounts Receivable) have not been collected by that date which is ninety (90) days after the Closing Date, then Seller shall indemnify Buyer and BSLLC with respect to the difference between the amount of the Accounts Receivable (other than Excluded Accounts Receivable) actually collected by that date and the full amount of the Accounts Receivable (other than Excluded Accounts Receivable) actually existing as of the Closing Date, net of the reserve, if any, actually reflected on the Closing Balance Sheet. In the event any Excluded Accounts Receivable are collected by BSLLC after the Closing, Buyer shall cause BSLLC to pay to Seller the full amount so collected by BSLLC on such Excluded Accounts Receivable.

SECTION 9.
GENERAL

9.1. Time. Time shall be of the essence as to all time periods set forth herein.

9.2. Notices. Any notice, direction or other document required or permitted to be given hereunder or for the purposes hereof (hereinafter in this Section 9.2 called a "notice") to any Party shall be in writing and shall be sufficiently given if delivered personally, delivered by a national overnight courier, if sent by prepaid certified or registered mail, return receipt requested, or if sent by email, to such Party:

in the case of a notice to Seller at:

James A. Rizzo
4396 South Jojoba
Chandler, Arizona 85248
JRizzo@billingsolutions.net

with a copy (which shall not constitute notice) to:

Dioguardi Flynn LLP
7001 North Scottsdale Road, Suite 2060
Scottsdale, Arizona 85253
Attn: John Flynn
Jflynn@dioguardiflynn.com

in the case of a notice to Buyer at:

c/o Syncordia Technologies and Healthcare Solutions
95 King Street East, Suite 303
Toronto, Ontario M5C 1G4
Attn: Michael Franks, CEO
mike.franks@syncordiahealth.com

with a copy (which shall not constitute notice) to:

Murchison, Taylor & Gibson, PLLC
16 North Fifth Avenue
Wilmington, North Carolina 28401
Attn: Mark Allebach
mallebach@murhisontaylor.com

or at such other address as the Party to whom such writing is to be given shall have last notified the Party giving the same in the manner provided in this Section 9.2. Any notice delivered to the Party to whom it is addressed as hereinbefore provided shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the first Business Day next following such day. Any notice mailed as aforesaid shall be deemed to have been given and received on the date delivered or refused if a Party refuses receipt of a notice sent by certified or registered mail. Any notice sent by email as aforesaid shall be deemed to have been given and received upon confirmation by the receiving Party of receipt of said email transmission.

9.3. Assignment. Except as provided for herein, neither this Agreement nor any rights or obligations hereunder shall be assignable by any Party without the prior written consent of the other Parties. Subject thereto, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators and successors and permitted assigns; except for greater certainty nothing herein shall prevent Buyer from assigning as security or otherwise from time to time, in whole or in part, its rights herein to its secured lenders from time to time.

9.4. Further Assurances. The Parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions after the Closing.

9.5. Severability. If any covenant or provision of this Agreement is prohibited in whole or in part in any jurisdiction, such covenant or provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining covenants and provisions hereof and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

9.6. Arbitration. Except as specifically provided for in Section 3.7.3, any dispute, claim, question or difference arising out of or relating to this Agreement or the breach thereof, or relating to the interpretation or implementation of any of the provisions hereof, shall be resolved by binding arbitration, in accordance with the procedures set forth in Section 8.7 (for clarity, including the obligation of the Parties under Section 8.7.1 to consult and negotiate with each other prior to any demand for arbitration).

9.7. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and the delivery thereof may be made by transmission in electronic form, including but not limited to by facsimile, email, or other digital means.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first above appearing.

BUYER:

SYNCORDIA BILLING SOLUTIONS ACQUISITION, LLC
a Delaware limited liability company

By:
Name: Michael Lyonki
Title: Manager

COMPANY:

BILLING SOLUTIONS, LLC
an Arizona limited liability company

By:
Name: James A Rizzo
Title: President / CEO - Sole Member

SELLER:

JAMES A. RIZZO

[*Signature Page – Membership Interest Purchase Agreement*]

Exhibit 2.3.1

Form of Non-Competition Agreement

(attached)

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (the "***Agreement***"), made this _____ day of March, 2016, by and between SYNCORDIA BILLING SOLUTIONS ACQUISITION, LLC, a Delaware limited liability company (the "***Company***"), and JAMES A. RIZZO, an individual resident of the State of Arizona (the "***Restricted Party***") (collectively, the "***Parties***"), provides as follows:

W I T N E S S E T H:

WHEREAS, pursuant to a certain Membership Interest Purchase Agreement dated as of March 11, 2016 (the "***Purchase Agreement***") by and among the Company, the Restricted Party, and Billing Solutions, LLC, an Arizona limited liability company ("***BSLLC***"), the Restricted Party, as the sole member of BSLLC, agreed to sell and convey to Company an eighty percent (80%) membership interest in BSLLC (the "***Membership Interest***") and an option to acquire the remaining membership interest in BSLLC owned by the Restricted Party (the "***Option***"), on the terms and subject to the conditions set forth therein; and

WHEREAS, the Restricted Party during the course of ownership and operation of BSLLC has acquired proprietary and confidential information and considerable and unique knowledge and experience and numerous contacts and relationships with customers, employees and others relating to BSLLC and the Business, all of which are of great value to BSLLC and the Company and are essential for the future operations and success of BSLLC and the Business; and

WHEREAS, to induce the Company to purchase the Membership Interest and the Option pursuant to the Purchase Agreement, the Restricted Party has agreed not to compete, directly or through another person or entity, in the Restricted Area (as hereinafter defined) with the the Business or the Company and/or its Affiliates for a period of five (5) years following the date hereof, subject to the terms and conditions herein; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the same meaning ascribed thereto as in the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises herein set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Consideration. In consideration of the Purchase Price and other covenants of the Company contained in the Purchase Agreement, the Restricted Party acknowledges and agrees that the restrictive covenants contained herein are fair and reasonable and are essential to protect the goodwill of BSLLC and the value of the Membership Interest and Option sold to the Company pursuant to the Purchase Agreement.

2. <u>Covenant Not to Compete</u>. The Restricted Party covenants and agrees that beginning on the date of this Agreement and for a period of five (5) years following the date hereof (the "***Restricted Period***"), he will not: (i) directly or through another person or entity, including but not limited to as an individual, or as partner or joint venturer with any other person or entity, provide Products or Services in the Restricted Area; or (ii) serve or act as an employee, agent, consultant, investor, lender, guarantor, partner, shareholder or representative of, in or to any other person or entity, or otherwise being associated in a competitive or ownership capacity with any person or entity, that provides Products or Services in the Restricted Area. The term "***Products or Services***" means medical billing software products and services that directly compete with the products or services provided by BSLLC, the Company and/or its Affiliates. The term "***Restricted Area***" means the fifty states of the United States of America. Notwithstanding anything to the contrary, nothing contained herein shall prevent the Restricted Party from holding, strictly for portfolio purposes and as a passive investor, no more than five percent (5%) of the issued and outstanding shares of any corporate entity which is listed on any recognized stock exchange, the business of which body corporate is in competition, in whole or in part, with the Business or BSLLC and/or any of its Affiliates. The term "other person" shall exclude Syncordia Technologies and Healthcare Solutions, Inc. (the "***Syncordia Canada***"), Syncordia Technologies and Healthcare Solutions US, Inc. ("***Syncordia US***"), and any associated or related entity of the Syncordia Canada and/or Syncordia US. The term "***Affiliates***" of BSLLC or the Company shall include Syncordia Canada, Syncordia US and any associated or related entity of Syncordia Canada and/or Syncordia US. For the avoidance of doubt, the foregoing shall not be read or understood to in any way prevent or restrict the Restricted Party from owning an interest in, or having involvement in the operation of, Desert Cove Recovery Center, LLC (Scottsdale, Arizona) and Ashwood Recovery (Boise, Idaho), each of which is owned in part by the Restricted Party as of the date of this Agreement, provided that such entities do not provide Products or Services in the Restricted Area.

3. <u>Non-Solicitation of Customers, etc</u>. The Restricted Party covenants and agrees that during the Restricted Period he shall not, directly or through another person or entity: (i) contact, solicit, call upon, or assist in the solicitation of any Client of the Business for the purpose of providing, or soliciting to provide, products or services that compete with Products or Services; or (ii) otherwise knowingly interfere with the Business', BSLLC's and/or its Affiliates' business relationship with any Client of the Business. The term "***Client of the Business***" means any client or customer of the Business, BSLLC and/or any of its Affiliates.

4. <u>Non-Solicitation of Employees; Interference with Relations.</u> The Restricted Party covenants and agrees that during the Restricted Period he shall not, directly or indirectly: (i) solicit or induce or attempt to solicit or induce, initiate or have contact with any employee of the Business, BSLLC and/or any of its Affiliates for the purpose of persuading them to leave the employ of BSLLC and/or any of its Affiliates for any reason whatsoever; or (ii) offer any such employee employment with anyone, or otherwise hire or engage the services of any such employee, or cause the hiring of, or suggest or assist another to recruit or hire, any such employee, or in any other way cause any such employee to be employed by any person, business, or entity other than BSLLC and/or any of its Affiliates.

5. Non Disparagement. The Parties covenant and agree that they will not at any time make any statement, observation or opinion, or communicate any information in any form that is likely to come to the attention of any customer, supplier or employee of the Business, BSLLC and/or any of its Affiliates or any member of the media, which is derogatory or casts in a negative light either Party, the Business, BSLLC and/or any of its Affiliates or any of their respective officers, directors or employees or otherwise engage in any activity which is inimical to the interests of either Party, the Business, BSLLC and/or any of its Affiliates, except as may be expressly permitted by this Agreement or contemplated by the Purchase Agreement, including (but not limited to) the enforcement of this Agreement, the Purchase Agreement and the other transaction documents contemplated under the Purchase Agreement.

6. Non-Disclosure of Confidential Information.

a. The Restricted Party acknowledges that from or in connection with his relationship with the Business, BSLLC and/or its Affiliates he has had and will continue to have access to certain proprietary and confidential information, data, trade secrets and knowledge (in whatever form) relating to the Business, BSLLC and/or its Affiliates, and its or their customers and their respective businesses and affairs, which is not generally known to the public (the "***Confidential Information***"), including but not limited to information containing or concerning business strategies, customers, prospective customers, pricing practices, contracts, marketing and all other such information that belongs to or relates to the Business, BSLLC or any of its Affiliates and their businesses. Restricted Party acknowledges that the Confidential Information has been developed, acquired or compiled at great effort and expense, that the Confidential Information has independent value, that protection of the Confidential Information is essential to the protection of the goodwill of the Business, BSLLC and/or its Affiliates and to the maintenance of their competitive position in the industry, and that the disclosure or improper use of the Confidential Information would be highly detrimental to the Business, BSLLC and/or its Affiliates. In recognition of the Company's need to protect the legitimate business interests of the Business, BSLLC and/or its Affiliates, the Restricted Party covenants and agrees to hold, safeguard and maintain all Confidential Information created, obtained or accessed by the Restricted Party in any manner or from any source during or through the course of the Restricted Party's relationship with BSLLC and/or its Affiliates as strictly confidential and wholly owned by BSLLC and/or its Affiliates. The Restricted Party covenants and agrees not to, directly or indirectly:

6.a.1. misappropriate, disclose, transfer, assign, disseminate or otherwise communicate or make available (orally, in writing or otherwise) to any person or entity any Confidential Information, or any part thereof, except as authorized by the Managers of BSLLC or the Company or made reasonably necessary in the performance of his duties and responsibilities under that certain Employment Agreement by and between the Restricted Party and BSLLC dated as of the date hereof, as may from time-to-time be amended and/or restated (the "***Employment Agreement***"); or

6.a.2. use or reproduce (in whatever form) any Confidential Information for the Restricted Party's own benefit or purposes or for the benefit or purposes of any person or entity, except as may be reasonably necessary in the performance of the duties and responsibilities of the Restricted Party under the Employment Agreement and in the best interests of the Business and BSLLC or as otherwise may be authorized expressly in writing by the Company or the Managers of BSLLC. The Restricted Party hereby acknowledges and agrees that the obligations under this Section 6 shall survive the termination of the Restricted Party's employment with BSLLC or any of its Affiliates for any reason whatsoever and shall remain in full force and effect in perpetuity.

b. Restricted Party understands and agrees that any Confidential Information is the property of BSLLC and/or its Affiliates and is essential to the maintenance of their competitive position and accordingly must be kept secret. The Restricted Party further understands that, as a general rule, any unpublished information is secret and confidential, has independent economic value and is the subject of reasonable efforts by BSLLC and/or its Affiliates to prevent its disclosure. In any case where doubt arises, Restricted Party shall obtain written permission from the Company or the Managers of BSLLC before using or divulging the information in question. The Restricted Party specifically agrees to refrain from using to his advantage, or to the advantage of any other person, corporation, partnership, firm or entity, any Confidential Information, except as authorized by the Company or the Managers of BSLLC or made reasonably necessary in the performance of his duties and responsibilities under the Employment Agreement.

c. Notwithstanding the foregoing, "Confidential Information" does not include (i) any information that is now part of the public domain or that hereafter becomes part of the public domain through no fault of the Restricted Party; (ii) any information that was in the Restricted Party's possession before the time of receipt from the Business (other than any information of BSLLC prior to the Closing) and was not previously disclosed to the Restricted Party by the Business under any other obligations of confidentiality; (iii) any information that subsequently comes into the Restricted Party's possession and was not acquired by the Restricted Party directly or indirectly from BSLLC and/or its Affiliates, sources under obligation of secrecy to BSLLC and/or its Affiliates, or sources that require the Restricted Party to hold such information in confidence; or (iv) any information that was independently developed by the Restricted Party without the knowledge of the Confidential Information as may be demonstrated by the Restricted Party's written record.

d. In the event that the Restricted Party is requested or required by deposition, interrogatories, requests for information, documents or admissions, subpoenas, investigative demands, or similar process, to disclose any Confidential Information, the Restricted Party will provide the Company with a notice of such request(s) promptly, but in no event later than five (5) business days after receipt of such request, so that the Company may seek an appropriate protective order and/or waive the Restricted Party's obligation to comply with the requirements of this Section 6. It is further agreed that, in the absence of either a protective order or the receipt of a waiver hereunder, within two (2) business days prior to the time the Restricted Party is required to disclose Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Restricted Party may disclose such Confidential Information without liability hereunder. The Restricted Party will cooperate with all reasonable requests of the Business or any of its Affiliates in connection with efforts to obtain any such order or other remedy.

7. Review; Injunctive Relief; and Amendment.

a. The Parties shall at all times maintain the right to seek enforcement of these provisions whether either Party has previously refrained from seeking enforcement of any such provision as to the other Party or any other entity or individual who has signed an agreement with similar provisions.

b. The Restricted Party acknowledges and agrees that the covenants contained herein are intended to ensure that the Company, its Affiliates and their respective businesses, including the Business, are not adversely affected by the Restricted Party acting in a manner contrary to this Agreement and thereby damaging the results, prospects and goodwill associated with the business (both present and future), including the Business, of the Company and/or any of its Affiliates; that a breach of any section of this Agreement may cause serious harm to the Company and/or any of its Affiliates; and that all of the covenants and restrictions contained herein are reasonable and valid and all defenses to the enforcement thereof are hereby expressly waived.

c. The Restricted Party understands the nature of the burdens imposed by the restrictive covenants contained in this Agreement. The Restricted Party acknowledges that he is entering into the Agreement on his own volition, and that he has been given the opportunity to have this Agreement reviewed by his legal counsel. The Restricted Party represents that upon careful review, he knows of no reason why any restrictive covenant contained in this Agreement is not reasonable and enforceable, and all such restrictive covenants are necessary and reasonable to protect the interests of the Company and/or any of its Affiliates and their respective stakeholders. The Restricted Party acknowledges and agrees that the restrictions and limitations imposed by this Agreement will not prevent such Restricted Party from earning a meaningful livelihood.

d. The Restricted Party acknowledges that because of the difficulty of measuring economic losses to the Company as a result of a breach or threatened breach of any of the foregoing covenants, and because of the immediate and irreparable damage that would be caused to the Company and for which monetary damages would not be a sufficient remedy and would not be fully or adequately compensated by recovery of damages alone, it is hereby agreed that in addition to all other remedies and damages that may be available to the Company hereunder and at law or in equity, the Company shall be entitled to specific performance and any injunctive or other equitable relief as a remedy for any such breach.

e. The Restricted Party and the Company desire that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of the State of Delaware. The Restricted Party acknowledges and confirms that enforcement of the provisions of this Agreement shall not impair his ability to earn a livelihood. The Restricted Party acknowledges that the restrictions contained herein are reasonable. If a court of competent jurisdiction, however, determines that any restrictions imposed on the Restricted Party under this Agreement are unreasonable or unenforceable because of duration, geographic area or otherwise, the Restricted Party and the Company agree and intend that the court shall enforce this

Agreement to the maximum extent the court deems reasonable and that the court shall have the right to strike or change any provisions of this Agreement and substitute therefor different provisions to effect the intent of this Agreement to the maximum extent possible.

f. The restrictive covenants on the Restricted Party set forth herein are of the essence of this Agreement; they shall be construed as independent of any other provision in this Agreement. The existence of any claim or cause of action of the Restricted Party against the Company, whether predicated on this Agreement or not, shall not constitute a defense to the enforcement against any Restricted Party of the restrictive covenants contained herein.

g. The Restricted Party covenants and agrees that the non-competition and non-solicitation obligations contained herein shall be extended by the length of time which the Restricted Party shall have been in breach of any of said provisions.

8. Governing Law; Arbitration. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to the principals of conflicts of laws thereof. In the event of any dispute between the parties with respect to this Agreement or the breach thereof, the parties hereto shall use commercially reasonable efforts to settle the dispute. To this effect, the parties shall in good faith consult and negotiate with each other, including an in-person meeting of the parties, and, recognizing their mutual interests, attempt to reach a just and equitable solution within a period of sixty (60) days, failing which, upon notice by either party to the other party, all disputes shall be decided by arbitration to be conducted in Phoenix, Arizona in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof. In the event of any arbitration among the parties, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and costs.

9. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of all parties and their respective heirs, executors or administrators, personal and legal representatives, estates, legatees, successors, and assigns; provided, however, for greater certainty this Agreement and the rights and obligations hereunder may not be assigned by the Restricted Party without the express prior written consent of the Company and are assignable, in whole or in part, by the Company. The Restricted Party specifically acknowledges that in the event of a sale of all or substantially all of the assets or equity in BSLLC or any of its Affiliates, or any other event or transaction resulting in a change of ownership or control of BSLLC or any of its Affiliates, the rights and obligations of the parties hereunder shall inure to the benefit of any transferee, purchaser, or future owner of BSLLC or the Business.

10. Gender and Number. In this Agreement, words importing the singular include the plural and vice versa; words importing gender include all genders.

11. Interpretation. The recitals shall be deemed a part of this Agreement and not merely precatory hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of this Agreement. All words used in this agreement will be construed to be of such gender or number as circumstances require.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original, and all of which taken together shall constitute one and the same instrument.

13. Severability. It is the intention of the parties that the provisions of the restrictive covenants herein shall be enforceable to the fullest extent permissible under the applicable law. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of this Agreement shall not be affected thereby, and in lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added, as part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable. This Section 13 is in addition to, and separate from, the severability provisions of Section 7.

14. Notice. Any notice required to be provided hereunder shall be provided in the manner and to the addresses as set forth in the Purchase Agreement.

15. Miscellaneous. This Agreement contains the entire understanding between the parties with reference to the matters contained herein. There are no terms, conditions, warranties, or representations other than those contained herein. This Agreement supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof.

16. Modification and Amendment. This Agreement may only be amended in writing. No amendments hereto are valid unless signed by both of the parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

COMPANY:

SYNCORDIA BILLING SOLUTIONS ACQUISITION, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________

RESTRICTED PARTY:

____
JAMES A. RIZZO

Exhibit 3.3.1

Form of Note

(attached)

SUBORDINATED PROMISSORY NOTE

$2,000,000.00 March ___, 2016

FOR VALUABLE CONSIDERATION RECEIVED, the undersigned, SYNCORDIA BILLING SOLUTIONS ACQUISITION, LLC, a Delaware limited liability company ("***Maker***"), hereby agrees to pay to JAMES A. RIZZO ("***Payee***"), the maximum principal sum of up to Two Million and 00/100 Dollars ($2,000,000.00), or so much thereof as may be determined to constitute the Confirmed Principal Amount pursuant to Section 2, together with interest from the date hereof at the interest rate established pursuant to Section 3, both principal and interest being payable in lawful money of the United States of America, at 4396 South Jojoba, Chandler, Arizona 85248, or at such other place as the legal holder hereof may designate in writing from time to time.

1. **Basis for Loan**. This Promissory Note is being delivered pursuant to and in accordance with that certain Membership Interest Purchase Agreement, dated March 11, 2016, by and among Billing Solutions, LLC, an Arizona limited liability company ("***BSLLC***") Payee and Maker (the "***Purchase Agreement***") and is subject to the terms and conditions of the Purchase Agreement, which are, by this reference, incorporated herein and made a part hereof. Capitalized terms used in this Promissory Note without definition shall have the respective meanings set forth in the Purchase Agreement.

2. **Principal Amount of Loan**. The face amount of this Note is the maximum principal amount Maker may be obligated to pay to Payee hereunder. Notwithstanding the face amount of this Note, if the Confirmed Principal Amount is less than the face amount of this Note, the principal amount of this Note shall be reduced automatically, and without any action required on the part of Maker or Payee, to an amount equal to the Confirmed Principal Amount and Maker shall be required to pay only the Confirmed Principal Amount, plus interest at the interest rate established pursuant to Section 3. If the Confirmed Principal Amount is equal to zero, then this note shall not be, or shall not be deemed to be, outstanding.

3. **Interest Rate.** Interest shall accrue on the unpaid balance of the Confirmed Principal Amount starting on the date hereof at the rate of nine percent (9.0%) per annum. Interest shall be calculated on the basis of a year of 365 or 366 days, as applicable, and charged for the actual number of days elapsed.

3. **Terms of Repayment**. Subject to earlier acceleration in accordance with Section 7, Maker shall pay to Payee the entire Confirmed Principal Amount and accrued interest in one payment on or before the date that is ten (10) Business Days after the date on which the Confirmed Principal Amount is finally and definitively determined in accordance with the Purchase Agreement (the "***Maturity Date***").

4. **<u>Prepayment</u>**. This Promissory Note may be prepaid in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued and unpaid interest due on the unpaid principal balance and then to the unpaid principal balance.

5. **<u>Security for Loan</u>.** This Promissory Note is secured by a second lien security interest in and pledge of all of the BSLLC membership interests owned by Maker, as more particularly described and evidenced in a Collateral Assignment, Pledge and Security Agreement (the "***Pledge Agreement***") dated of even date herewith and executed by Maker and Payee. In addition, this Promissory Note is secured by the guaranty of payment given by Syncordia Technologies and Healthcare Solutions US, Inc., a Delaware corporation and Maker's parent (the "***Guarantor***"), to Payee pursuant to a Guaranty dated of even date herewith (the "***Guaranty***").

6. **<u>Event of Default</u>**. An "**Event of Default**" shall occur under this Promissory Note upon the happening of any one or more of the following events: (a) any default in payment on the Maturity Date; (b) Maker's or Guarantor's dissolution, liquidation, insolvency, receivership, bankruptcy or general assignment for the benefit of creditors; (c) any sale, exchange or conveyance to a Person not Affiliated with Maker of all or substantially all of the assets of BSLLC or a sale or transfer to a Person not Affiliated with Maker of more than fifty percent (50%) of the ownership interest in BSLLC, whether by sale, merger or consolidation; (d) any breach or default of any representation, warranty or covenant of Maker or Guarantor set forth in this Promissory Note, the Pledge Agreement or the Guaranty (collectively, the "***Loan Documents***"); and (e) any default or event of default by Syncordia Technologies and Healthcare Solutions, Inc. with respect to the Senior Loan (as defined below) that results in the acceleration of the indebtedness thereunder.

7. **<u>Acceleration</u>**. Upon the happening of an Event of Default, Payee may, at its option, by written notice to Maker, declare the entire unpaid Confirmed Principal Amount, together with any accrued interest or other amounts due hereunder, immediately due and payable.

8. **<u>Costs of Enforcement; Cumulative Remedies</u>**. Upon an Event of Default, the holder of this Promissory Note may employ an attorney to enforce the holder's rights and remedies and Maker hereby agrees to pay to the holder, in addition to the unpaid principal and interest hereof, to the extent allowed by law, reasonable attorneys' fees and costs of collection. The rights and remedies of the holder as provided in this Promissory Note or by law shall be cumulative and may be pursued singly, successively or together.

9. **<u>Waiver of Notice and Other Rights</u>**. Maker and Guarantor hereby waive presentment for payment, demand, protest, notice of nonpayment or dishonor, and any and all other notices and demands whatsoever, and any and all defenses on the grounds of (a) any extension of time for payment which may be granted by the holder of this Promissory Note, (b) any release, surrender, exchange, modification or substitution of this Promissory Note, and (c) any failure to assert any legal rights available to the holder of this Promissory Note. Maker and Guarantor each agree to remain bound until the entire indebtedness evidenced by this Promissory Note is paid in full. No waiver by Payee of any right or remedy under this Promissory Note shall be effective unless in writing signed by Payee. Neither the failure nor the

delay in enforcing any right, power or privilege under this Promissory Note will operate as a waiver or release of any such right, power or privilege and no single or cumulative exercise of any such right, power or privilege by Payee will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by law, (1) no claim or right of Payee arising out of this Promissory Note can be discharged by Payee, in whole or in part, by a waiver or renunciation of the claim or right unless in a writing signed by Payee; (2) no waiver that may be given to Maker will be applicable except in the specific instance for which it is given; and (3) no notice to or demand on Maker will be deemed to be a waiver of any obligation of Maker or of the right of Payee to take further action without notice or demand as provided in this Promissory Note.

10. Governing Law. This Promissory Note shall be governed by and construed in accordance with the laws of the State of Delaware.

11. Subordination of Promissory Note to Senior Loan. This Promissory Note, Maker's obligations hereunder, and Payee's rights and remedies hereunder, are subject and subordinate to a loan made pursuant to a Note Purchase Agreement dated November 5, 2014 (and the other loan documentation relating thereto) by Deans Knight Capital Management Ltd. ("***Deans Knight***") to Syncordia Technologies and Healthcare Solutions, Inc. (the "***Senior Loan***"). In conjunction therewith, Maker, Payee and Deans Knight have entered or will enter into a Subordination Agreement (the "***Subordination Agreement***") which restricts, among other things, Maker's ability to pay and the timing of Payee's receipt of payments under this Promissory Note. Notwithstanding anything in this Promissory Note to the contrary, to the extent that Maker is prohibited or precluded from making any payments to Payee under this Promissory Note by virtue of the terms of the Subordination Agreement, Maker will not be deemed to be in default with regard to non-payment of the amount Maker is prohibited or precluded from paying under the terms of the Subordination Agreement. Notwithstanding anything in this Promissory Note to the contrary, Maker shall remain liable for any such amounts that are not permitted to be timely paid by virtue of the term of the Subordination Agreement.

12. Offset. Maker shall have the right to withhold and set-off against any amount due hereunder the amount of any claim for indemnification or payment of damages to which Maker or any other Buyer Indemnified Party may be entitled under the Purchase Agreement, as provided in Article 8 thereof. Any such amounts withheld or set-off shall be applied first to unpaid accrued interest, then to the unpaid Confirmed Principal Amount, and finally to any other amounts due under this Note.

13. Parties in Interest. This Promissory Note shall bind Maker and Maker's successors and assigns, and inure to the benefit of Payee and Payee's successors and assigns. Neither Maker nor Payee may assign or delegate any rights or obligations hereunder without the prior written consent of the other.

14. Notices. All notices and other communications provided for by this Promissory Note shall be given in the manner and to the parties at their addresses as set forth in the Purchase Agreement.

15. **Modification.** Neither this Promissory Note nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note under seal as of the date above written.

SYNCORDIA BILLING SOLUTIONS
ACQUISITION, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________

Witness:

____
Print Name: _______________________

Exhibit 3.6.2.1

Form of Assignment of Membership Interest

(attached)

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (the "***Assignment***"), dated March ___, 2016, is between JAMES A. RIZZO, an individual resident of the State of Arizona ("***Assignor***"), and SYNCORDIA BILLING SOLUTIONS ACQUISITION, LLC, a Delaware limited liability company ("***Assignee***").

RECITALS

WHEREAS, Pursuant to that certain Membership Interest Purchase Agreement dated March 11, 2016 by and among Billing Solutions, LLC, an Arizona limited liability company (the "***Company***"), Assignee and Assignor (the "***Membership Interest Purchase Agreement***"), Assignee shall purchase, acquire and accept from Assignor, and Assignor shall sell, transfer, convey, assign, set over and deliver to Assignee, on the terms and conditions set forth in the Membership Interest Purchase Agreement, an eighty percent (80%) membership interest in the Company (the "***Membership Interest***").

WITNESSETH:

1. That for and in consideration of the provisions of the Membership Interest Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns, sets over and delivers to Assignee the Membership Interest. Assignor covenants that Assignor is seized of the Membership Interest being conveyed by Assignor in fee and that Assignor has the right to convey the same in fee simple, that the same is free and clear of all liens, charges, claims and encumbrances whatsoever, except as otherwise provided in the Purchase Agreement, and that Assignor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

2. The terms of the Membership Interest Purchase Agreement, including but not limited to the representations and warranties of Assignor relating to the Membership Interest therein, are by this reference incorporated herein and made a part hereof. In the event of any conflict or inconsistency between the terms of the Membership Interest Purchase Agreement and the terms hereof, the terms of the Membership Interest Purchase Agreement shall govern.

3. Upon the foregoing transfer, Assignee shall become the owner of the Membership Interest and shall have the right to exercise any and all of the powers, rights and privileges of a Member of the Company. Assignor, as a Member of the Company both before and after the foregoing transfer, hereby evidences Assignor's consent to the transfer of the Membership Interest from Assignor to Assignee and Assignee's admission as a Member of the Company.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have executed this Assignment of Membership Interest as of the date first above written.

ASSIGNEE:

SYNCORDIA BILLING SOLUTIONS
ACQUISITION, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________

ASSIGNOR:

____
JAMES A. RIZZO

Exhibit 3.6.2.2

Form of Restated Operating Agreement

(attached)

FINAL FORM

AMENDED AND RESTATED OPERATING AGREEMENT

OF

BILLING SOLUTIONS, LLC

(An Arizona Limited Liability Company)

THE LIMITED LIABILITY COMPANY ("LLC") MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE ARIZONA SECURITIES ACT OR SIMILAR ACTS OR LAWS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS AND LAWS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE LLC, AT ITS OPTION, RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING THE MEMBERSHIP INTEREST REPRESENTED BY THIS OPERATING AGREEMENT, THE MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTERESTS WITHOUT REGISTRATION AND COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

AMENDED AND RESTATED OPERATING AGREEMENT

OF

BILLING SOLUTIONS, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT of BILLING SOLUTIONS, LLC (the "Company"), a limited liability company organized pursuant to the Arizona Limited Liability Company Act, is by and among the Company and the Persons executing this Agreement as Managers and Members and is effective as of the date set forth in the paragraph immediately preceding the signatures of the parties. This Agreement amends and restates in its entirety the Operating Agreement of the Company dated April 24, 2015.

SECTION 1.
FORMATION OF THE COMPANY

SECTION 1.1 Formation

The Company was formed on September 16, 2010, upon the filing with the Arizona Corporation Commission of the Articles of Organization of the Company. For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that the rights and obligations of the parties and the administration and termination of the Company will be governed by this Agreement, the Articles of Organization and the Act.

SECTION 1.2 Name

The name of the Company is BILLING SOLUTIONS, LLC. The Managers may change the name of the Company from time to time as they deem advisable, provided appropriate amendments to this Agreement and the Articles of Organization and necessary filings under the Act are first obtained.

SECTION 1.3 Registered Office and Registered Agent

The Company's registered agent is John P. Flynn, Esq., Dioguardi Flynn, LLP and the registered office is located at 7001 North Scottsdale Road, Suite 2060, Scottsdale, Maricopa County, Arizona 85253. The Company may change its registered office within the State of Arizona and its registered agent at such address as the Managers from time to time determine.

SECTION 1.4 Principal Place of Business

The Company's principal office within the State of Arizona is located at 6752 Inter-Cal Way, Suite 100, Prescott, Arizona 86301. The Company may change its principal place of business as the Managers from time to time determine.

SECTION 1.5 Purposes and Powers

The purpose and business of the Company is to engage in any lawful business for which limited liability companies may be organized under the Act, unless a more limited purpose is stated in the Articles of Organization. The Company has any and all powers necessary or desirable to carry out the purposes and business of the Company, to the extent such powers may be legally exercised by limited liability companies under the Act.

SECTION 1.6 Term

The Company will continue in existence perpetually, as specified in the Company's Articles of Organization, unless the Company is earlier dissolved and its affairs wound up in accordance with the provisions of this Agreement.

SECTION 1.7 Nature of Members' Interests

The interests of the Members in the Company are personal property for all purposes. Legal title to the Property of the Company will be held in the name of the Company, and no Member (nor a successor, representative or assign of any Member), individually, has or will have any right, title or interest in or to any Property of the Company or the right to partition any Property of the Company.

SECTION 1.8 Classification of the Company

The Members acknowledge that (i) the Company will not make an election with the Internal Revenue Service to be treated as an association taxed as a corporation; (ii) therefore, the Company will be taxed as a partnership for federal income tax purposes; and (iii) no Manager, Member or officer is authorized to make an election with the Internal Revenue Service to be taxed as a corporation unless approved by the Members.

SECTION 2.
DEFINITIONS

The following terms used in this Agreement have the following meanings (unless otherwise expressly stated):

"Act" means the Arizona Limited Liability Company Act, A.R.S. §§ 29-601 through 29-857, as amended from time to time (or any corresponding provisions of succeeding law).

"Affiliate" means, as to any Person, any other Person directly or indirectly controlling, controlled by or under common control with the Person in question.

"Agreement" means this Operating Agreement, as amended from time to time.

"Articles of Organization" means the Articles of Organization of the Company filed with the Arizona Corporation Commission, as amended or restated from time to time.

"Capital Account" means the account maintained by the Company for each Member in accordance with the following provisions:

(i) A Member's Capital Account will be credited with the Member's Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company Property distributed to the Member), the Member's allocable share of Profit, and any item in the nature of income or gain specially allocated to such Member pursuant to the provisions of Section 6 (other than Section 6.5); and

(ii) A Member's Capital Account will be debited with the amount of money and the fair market value of any Company Property distributed to the Member, the Member's allocable share of Loss, and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of Section 6 (other than Section 6.5).

If any Membership Interest is transferred pursuant to the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Membership Interest. If the book value of Company Property is adjusted pursuant to Section 6.5, the Capital Account of each Member will be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Members be maintained in compliance with the provisions of Reg. § 1.704-1(b) and all provisions of this Agreement relating to the maintenance of Capital Accounts will be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means all contributions of cash or Property (valued for this purpose at initial Gross Asset Value) made by a Member (or its predecessor in interest) to the Company.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (and any corresponding provisions of succeeding law).

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation equals an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation will be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

"Disability" means, as to any Manager or any Officer, the inability of such Manager or Officer to carry out each and every material duty customarily performed by him for the Company or the declaration of legal incompetence of a Manager or Officer.

"Distribution" means any money or other Property distributed to a Member with respect to the Member's Membership Interest, but does not include any payment to a Member for materials or services rendered nor any reimbursement to a Member for expenses permitted in accordance with this Agreement.

"Encumbrance" means any lien, pledge, encumbrance, collateral assignment or hypothecation (whether voluntary, involuntary or by operation of law).

"Fiscal Year" means an annual accounting period ending March 31 of each year during the term of the Company, unless otherwise specified by the Managers.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset, as determined by the contributing Member and the other Members, provided that, if the contributing Member and other Members cannot agree on the fair market value of a contributed asset, such determination will be made by appraisal.

(ii) The Gross Asset Values of all Company assets will be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (1) the acquisition of an additional interest in the Company (other than upon the initial formation of the Company) by any new or existing Member in exchange for more than a de minimis Capital Contribution; (2) the distribution by the Company to a Member of more than a de minimis amount of Company Property as consideration for an interest in the Company; and (3) the liquidation of the Company within the meaning of Reg. § 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (1) and (2) above will be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(iii) The Gross Asset Value of any Company asset distributed to any Member will be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the other Members; provided that, if the distributee and the other Members cannot agree on the determination of the fair market value of the distributed asset, such determination will be made by appraisal.

(iv) The Gross Asset Values of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code § 734(b) or Code § 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Reg. § 1.704-1(b)(2)(iv)(m) and Section 6.10; provided, however, that Gross Asset Values will not be adjusted pursuant to this subsection (iv) to the extent the Managers determine that an adjustment pursuant to subsection (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsection (i), (ii) or (iv), such Gross Asset Value will thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits or Losses.

"Majority in Interest" means a combination of any Members who, in the aggregate, own more than fifty percent (50%) of the Membership Interests of all Members (excluding any interests of any transferee or assignee not admitted as a Member and the interests of any Withdrawing Member).

"Majority of Managers" means a combination of Managers constituting more than fifty percent (50%) of the number of Managers then serving.

"Manager" means each Person elected to act as a Manager as provided in this Agreement, and includes the Rizzo Manager and each of the Syncordia Managers. "Managers" refers to such Persons as a group (or such Person, if only one is then serving).

"Member" means each Person designated as a Member of the Company on SCHEDULE I or any other Person admitted as a Member of the Company in accordance with this Agreement. "Members" refers to such Persons as a group.

"Membership Interest" means all of a Member's rights in the Company, including, without limitation, the Member's share of the Profits and Losses of the Company, the right to receive distributions of the Company's assets, any right to vote and any right to participate in the management of the Company as provided in the Act and this Agreement. As to any Member, Membership Interest means the percentage set forth opposite such Member's name on SCHEDULE I.

"Net Equity Value" means, with respect to any Member or holder of any other interest in the Company, the amount such Member or holder of such other interest would receive on a liquidation of the Company pursuant to Section 11.2 (excluding for this purpose only paragraphs (c) and (d) thereof) on any particular day of determination assuming that (i) all of the Company's assets and business were sold for Fair Market Value, with Fair Market Value being determined in accordance with the formula set forth on SCHEDULE III; and (ii) all Company liabilities (including liabilities to Members or others as creditors of the Company but excluding current liabilities taken into account in the Net Working Capital Adjustment as provided in SCHEDULE III) were paid and satisfied in full.

"Person" means an individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association or another entity.

"Profit" and "Loss" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code § 703(a) (for this purpose, with all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code § 703(a)(1) included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this definition added to such taxable income or loss.

(ii) Any expenditures of the Company described in Code § 705(a)(2)(B) or treated as Code § 705(a)(2)(B) expenditures pursuant to Reg. § 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses subtracted from such taxable income or loss.

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subsection (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses.

(iv) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value.

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, Depreciation for such fiscal year or other period (computed in accordance with the definition of Depreciation) taken into account.

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code § 734(b) or Code § 743(b) is required pursuant to Reg. § 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and taken into account for purposes of computing Profits or Losses.

Notwithstanding any other provision of this definition of Profits and Losses, any items which are specially allocated pursuant to Sections 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12 or 6.13 will not be taken into account in computing Profits or Losses. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Sections 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12 or 6.13 will be determined by applying rules analogous to those set forth in subsections (i) through (vi) above.

"Property" means (i) any and all property owned or acquired by the Company, (whether real, personal, tangible or intangible) and (ii) any and all of the improvements constructed on any real property owned by the Company.

"Rizzo Member" means James A. Rizzo, if and for so long as he is a Member.

"Rizzo Member Employment Agreement" means the Employment Agreement dated of even date herewith by and between the Company and the Rizzo Member.

"Rizzo Member Noncompetition Agreement" means the Non-Competition Agreement dated of even date herewith by and among the Company, the Syncordia Member and the Rizzo Member.

"Sale Transaction" means a transaction involving the sale of all or substantially all of the assets of the Company, the sale or exchange of all of the Membership Interests for cash, property, shares or securities of another entity or the merger of the Company with or into another entity pursuant to which the Membership Interests are converted or exchanged into cash, property, shares or securities of another entity.

"Syncordia Member" means Syncordia Billing Solutions Acquisition, LLC, and its successors-in-interest, if and for so long as it (or any such successor) is a Member.

"Transfer" means any form of transfer or assignment of Property (including, without limitation, a Membership Interest or other interest in the Company or any portion thereof), including but not limited to a sale, assignment, gift, exchange or other disposition, whether voluntary or involuntary (including but not limited to any transfer by reason of the death, dissolution or incompetence of a Member, the filing of a voluntary or involuntary petition in bankruptcy by or against any Member, and any transfer by reason of the application against any Member by court order of any equitable distribution laws, marital or community property laws, or other similar law.

"Treasury Regulations" means the Income Tax Regulations and Temporary Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations). In citations to such Regulations in this Agreement, "Treasury Regulations" is abbreviated "Reg.".

SECTION 3.
MANAGEMENT OF THE COMPANY

SECTION 3.1 Management by Managers

The Managers have full and complete authority, power and discretion to manage and control the business of the Company, to make all decisions regarding those matters, and to perform any and all other acts customary or incident to the management of the Company's business, except those acts as to which approval by the Members is expressly required by the Articles of Organization, this Agreement, the Act, or other applicable law.

SECTION 3.2 Number of Managers

The Company shall have five (5) Managers who shall be elected by the Members as provided in Section 4.3. Managers need not be residents of the State of Arizona and need not be Members. Members may serve as Managers if elected as Managers as provided in Section 4.3 but Members are not necessarily Managers by virtue of their status as Members.

SECTION 3.3 Officers

The Managers may appoint one or more Officers to hold the offices of President and CEO, Vice President, Secretary, Treasurer, Assistant Secretary and/or Assistant Treasurer. Each appointed Officer will hold office until his successor is designated or until his earlier death, resignation, retirement, removal or disqualification. An Officer may, but need not be, a Member or Manager of the Company. Any two (2) or more offices may be held by the same person, except the offices of President and CEO and Secretary. The Officers (if appointed) shall have the following duties and responsibilities:

(a) President and CEO. The President and CEO is the chief executive officer of the Company and, subject to the control of the Managers, supervises and controls the management of the Company in accordance with this Operating Agreement. The President and CEO has the primary responsibility for (i) managing and directing the day-to-day business and affairs of the Company; (ii) has the full power and authority to negotiate and execute all contracts, leases and other agreements and instruments to which the Company may from time to time become a party in the ordinary course of its business, and (iii) will make all designations or elections required or permitted to be made by the Company under this Agreement. He will, when present, preside at meetings of the Managers. He will perform all duties incident to the office of President and CEO and such other duties as may be prescribed by the Managers from time to time.

(b) Vice-President. In the absence or Disability of the President and CEO, the Vice-President (if any) will perform the duties and exercise the powers of the President and CEO. In addition, he will perform such other duties and have such other powers as the Managers prescribe from time to time.

(c) Secretary. The Secretary must keep accurate records of the acts and proceedings of all meetings of Members. He has general charge of the Company books and records and will authenticate such Company records as may be required from time to time. He will sign such instruments as may require his signature, and, in general, perform all duties incident to the office of Secretary and such other duties as may be assigned to him from time to time by the President and CEO or by the Managers.

(d) Treasurer. The Treasurer has custody of all funds and securities of the Company and will receive, deposit or disburse the same under the direction of the Managers or the President and CEO. He must keep full and accurate accounts of the finances of the Company in books especially provided for that purpose. He will cause a true statement of the assets and liabilities of the Company as of the close of each Fiscal Year and of the results of its operation for such Fiscal Year, all in reasonable detail, including a statement of income and of cash flow for the Fiscal Year and particulars as to convertible securities then outstanding, if any, to be made and filed at the registered or principal office of the Company within four (4) months after the end of such Fiscal Year. The Treasurer will, in general, perform all other duties incident to his office and such other duties as may be assigned to him from time to time by the President and CEO or by the Managers.

(e) Assistant Secretaries and Assistant Treasurers. In the absence or event of Disability of the Secretary or the Treasurer, such assistants, respectively, will perform the duties and exercise the powers of those offices, and, in general, perform such other duties as are assigned to them from time to time by the President and CEO or the Managers.

SECTION 3.4 Action by Managers

Except as otherwise expressly provided in this Agreement, the Act or other applicable law, all decisions with respect to the management of the business and affairs of the Company will be made by action of a Majority of the Managers taken at a meeting or evidenced by a written consent executed (either before or after the taking of such action) by a Majority of the Managers. Meetings of the Managers may be held on such terms and after such notice as the Managers may establish. Managers may participate in any meeting of the Managers by means of a conference telephone or similar communications equipment, provided all persons participating in the meeting can hear one another. Such participation in a meeting constitutes presence in person at the meeting.

SECTION 3.5 Major Decisions

Without the approval or consent of the Members holding the stated percentage of Membership Interests, the Managers have no authority to do or approve any of the following:

(a) Any act in contravention of this Agreement requires the approval of all Members.

(b) Possessing Property of the Company or assigning the Company's rights in specific Property for other than Company purposes requires the approval of all Members.

SECTION 3.6 Compensation and Expenses

A Manager may receive reasonable compensation from the Company for services rendered to or on behalf of the Company in an amount fixed from time to time by the Members, and the Company will reimburse a Manager for all expenses incurred by him or her in connection with such services. Effective as of the effective date of this Agreement, the annual management fee payable to the Syncordia Member for the services of the Syncordia Managers is fixed at $75,000 per annum. Officers may receive reasonable compensation from the Company for services rendered to or on behalf of the Company in an amount fixed from time to time by the Managers, and the Company will reimburse an Officer for all expenses incurred by him or her in connection with such services. Nothing contained in this Section 3.6 is intended to affect the Membership Interests of Managers or Officers who are also Members or the amounts that may be payable to the Managers or Officers by reason of their respective Membership Interests.

SECTION 3.7 Indemnification of Managers and Officers

The Company will indemnify the Managers and Officers to the fullest extent permitted or required by the Act, as amended from time to time, and the Company may advance expenses incurred by a Manager or Officer upon the approval of the remaining Managers (or, if only one

Manager is then serving, then upon the approval of the Members with respect to expenses incurred by such sole Manager) and the receipt by the Company of the signed statement of such Manager or Officer agreeing to reimburse the Company for such advance in the event it is ultimately determined that such Manager is not entitled to be indemnified by the Company against such expenses.

SECTION 3.8 Limitation on Liability

No Manager or Officer of the Company is liable to the Company for monetary damages for an act or omission in such Person's capacity as a Manager or Officer, except as provided in the Act for (i) acts or omissions which a Manager or Officer knew at the time of the acts or omissions were clearly in conflict with the interests of the Company; (ii) any transaction from which a Manager or Officer derived an improper personal benefit; or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the Act is amended to authorize further elimination of or limitations on the liability of Managers or Officers, then the liability of the Managers or Officers will be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Section will not adversely affect the right or protection of a Manager or Officer existing at the time of such repeal or modification.

SECTION 3.9 Liability for Return of Capital Contribution

The Managers are not liable for the return of the Capital Contributions of the Members and upon dissolution the Members will look solely to the assets of the Company.

SECTION 3.10 Removal of Managers or Officers

A Manager may be removed at any time, either with or without cause, as provided in Section 4.3. By action of the Managers, any Officer may be removed at any time, either with or without cause, subject to the terms of any employment agreement between such Officer and the Company.

SECTION 3.11 Resignation of Managers or Officers

Any Manager or Officer of the Company may resign at any time by giving written notice to the Company and, in the case of resignation of a Manager, all of the Members. The resignation of any Manager or Officer will take effect upon receipt of such notice by the Company or at such later time as specified in such notice. Unless otherwise specified in such notice, acceptance of resignation is not necessary to make it effective.

SECTION 3.12 Vacancy in Managers or Officers

Any vacancy occurring for any reason in the Managers will be filled by the Members by action of a Majority in Interest of the Members. Any vacancy occurring for any reason in the Officers will be filled by action of the Managers.

SECTION 4.
RIGHTS AND OBLIGATIONS OF MEMBERS

SECTION 4.1 Names and Addresses of Members

The names, addresses and Membership Interests of the Members are as reflected in SCHEDULE I attached hereto and incorporated herein by reference, which Schedule the Company will amend as of the effectiveness of any transfer or subsequent issuance of any Membership Interest.

SECTION 4.2 No Management by Members

The Members in their capacity as Members may not take part in the management or control of the business, nor transact any business for the Company, nor have power to sign for or to bind the Company.

SECTION 4.3 Election of Managers

The Rizzo Member shall be entitled to elect one (1) Manager (the "Rizzo Manager"), which Rizzo Manager shall serve at the discretion of the Rizzo Member and may be removed at any time and for any reason, with or without cause, by the Rizzo Member. Any vacancy in the Rizzo Manager position shall be filled by the Rizzo Member. In the event of a Transfer by the Rizzo Member of all or any part of its Membership Interest in accordance with this Agreement, then the Members (if any) who hold a majority of the Rizzo Member Membership Interest shall thereafter be entitled to elect and remove the Rizzo Manager and shall fill any vacancy in the Rizzo Manager position. References to Rizzo Member shall be deemed to include any successor-in-interest or transferee of the Rizzo Member's Membership Interest if such successor-in-interest or transferee is admitted as a Member in accordance with this Agreement. The Rizzo Member hereby designates James A. Rizzo as the initial Rizzo Manager, and James A. Rizzo agrees that, so long as he is a Member of the Company, he will serve as the Rizzo Manager except only in the event of his death or incapacity.

The Syncordia Member shall be entitled to elect four (4) Managers (the "Syncordia Managers"), which Syncordia Managers shall serve at the discretion of the Syncordia Member and may be removed at any time and for any reason, with or without cause, by the Syncordia Member. Any vacancy in any Syncordia Manager position shall be filled by the Syncordia Member. In the event of a Transfer by the Syncordia Member of all or any part of its Membership Interest in accordance with this Agreement, then the Members (if any) who hold a majority of the Syncordia Member Membership Interest shall thereafter be entitled to elect and remove the Syncordia Managers and shall fill any vacancy in the Syncordia Manager position. References to Syncordia Member shall be deemed to include any successor-in-interest or transferee of the Syncordia Member's Membership Interest if such successor-in-interest or transferee is admitted as a Member in accordance with this Agreement. The Syncordia Member hereby designates Michael Franks, Bartley Heath, Jerry LeCato and Chris Martin as the initial Syncordia Managers.

SECTION 4.4 Action by Members

Any action to be taken by the Members under the Act or this Agreement may be taken (i) by a Majority in Interest of the Members (unless a different voting requirement is specified in this Agreement) at a meeting of Members held on such terms, and after such notice as the Managers may establish; provided, however, that notice of a meeting of Members must be given to all Members entitled to vote at the meeting at least five (5) days before the date of the meeting or (ii) by written action of a Majority in Interest of the Members (unless a different voting requirement is specified in this Agreement); provided, however, that any action requiring the consent of all Members under this Agreement, the Act or other applicable law taken by written action must be signed by all Members. A Member may vote in person or by written proxy filed with the Company before or at the time of the meeting. No notice need be given of action proposed to be taken by written action, or an approval given by written action, unless specifically required by this Agreement, the Act, or other applicable law. Such written actions must be kept with the records of the Company.

SECTION 4.5 Limited Liability

The Members are not required to make any contribution to the capital of the Company except as set forth in Section 5, nor are the Members in their capacity as such bound by, or personally liable for, any expense, liability or obligation of the Company except to the extent of their interest in the Company and the obligation to return Distributions made to them under certain circumstances as required by the Act. The Members are under no obligation to restore a deficit Capital Account upon the dissolution of the Company or the liquidation of any of their Membership Interests.

SECTION 4.6 Bankruptcy of a Member

A Member will cease to have any power as a Member or Manager, any voting rights and any rights of approval under this Agreement upon bankruptcy, insolvency, dissolution or assignment for the benefit of creditors; and the Member, its legal representative or successor upon the occurrence of any such event will have only the rights, powers and privileges of a transferee enumerated in Section 8.5 and will be liable for all obligations of the Member under this Agreement. In no event, however, may a successor become a substitute Member unless the requirements of Sections 8.3 and 8.4 are satisfied.

SECTION 5.
CAPITAL CONTRIBUTIONS AND LOANS

SECTION 5.1 Capital Contributions

The capital of the Company and the amount of capital credited to each of the Members shall be as shown on the books and records of the Company from time to time.

SECTION 5.2 Additional Funds

In the event that the Managers determine at any time (or from time to time) that additional funds are required by the Company for or in respect of its business or to pay any of its obligations, expenses, costs, liabilities, or expenditures (including, without limitation, any operating deficits), then the Managers, in their sole discretion, may borrow all or part of such additional funds on behalf of the Company, with interest payable at then-prevailing rates, from one or more of the Managers, Members, or from commercial banks, savings and loan associations, or other commercial lending institutions.

SECTION 5.3 Additional Capital Contributions

To the extent approved by the Managers from time to time and subject to any agreements binding upon the Company which may restrict the same, the Members may make additional Capital Contributions. In such event, the Members will have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their relative Membership Interests. In the event of a non-pro rata contribution, the Membership Interests of the Members will be adjusted accordingly.

SECTION 5.4 No Interest on Capital Contributions

No interest will be paid on any Capital Contributions.

SECTION 5.5 Capital Accounts

A Capital Account will be established for each Member and credited with each Member's initial and any additional Capital Contributions. In addition, each Member's Capital Account is subject to such other adjustments as may be required in order to comply with the capital account maintenance requirements of § 704(b) of the Code. In the event the Managers determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits to Capital Accounts (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed Property or that are assumed by the Company or the Members), are computed in order to comply with the Treasury Regulations, the Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member upon dissolution of the Company. The Managers also will (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Reg. § 1.704-1(b)(2)(iv)(g) and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Reg. § 1.704-1(b).

SECTION 6.
ALLOCATIONS, ELECTIONS AND REPORTS

All allocations are subject to the provisions of the attached SCHEDULE II, which is incorporated into this Section 6 by reference.

SECTION 6.1 Profits and Losses

Except as otherwise provided by this Agreement, Profits and Losses of the Company and all items of tax credit and tax preference will be allocated among the Members in accordance with their respective Membership Interests. In the event the Membership Interests vary during any Fiscal Year, Profits and Losses and all items of tax credit and tax preference for such Fiscal Year will be allocated among the Members on a daily basis in accordance with their varying Membership Interests during the Fiscal Year.

Losses allocated pursuant to this Section 6.1 may not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to this Section 6.1, the limitation set forth in this Section 6.1 will be applied on a Member-by-Member basis so as to allocate the maximum possible Losses to each Member under Reg. § 1.704-1(b)(2)(ii)(d).

SECTION 6.2 Allocations Between Transferor and Transferee

In the event of the Transfer of all or any part of a Member's Membership Interest (in accordance with the provisions of this Agreement) at any time other than at the end of a Fiscal Year, or the admission of a new Member (in accordance with the terms of this Agreement), the Transferring Member or new Member's share of the Company's income, gain, loss, deductions and credits, as computed both for accounting purposes and for federal income tax purposes, will be allocated between the transferor Member and the transferee Member, or the new Member and the other Members, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of the Transfer or admission; provided, however, that if there has been a sale or other disposition of the assets of the Company (or any part thereof) during such Fiscal Year, then upon the mutual agreement of all the Members (excluding the new Member and the transferring Member), the Company will treat the periods before and after the date of the Transfer or admission as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years. Notwithstanding the foregoing, the Company's "allocable cash basis items" (as that term is used in § 706(d)(2)(B) of the Code) will be allocated as required by § 706(d)(2) of the Code and the corresponding Treasury Regulations.

SECTION 6.3 Compliance with Treasury Regulations

Notwithstanding the provisions of this Section 6, the Managers may, without the consent of any Members, make such elections, tax allocations and adjustments as the Managers deem necessary or appropriate to maintain to the greatest extent possible the validity of the tax allocations set forth in this Agreement, particularly with regard to Treasury Regulations under Code § 704(b).

SECTION 6.4 Tax Withholding

The Company is authorized to pay, on behalf of any Member, any amounts to any federal, state or local taxing authority as may be necessary for the Company to comply with tax withholding provisions of the Code or the Arizona Revised Statutes or other income tax or revenue laws of any taxing authority. To the extent the Company pays any such amounts that it may be required to pay on behalf of a Member, such amounts will be treated as a cash Distribution to such Member and reduce the amount otherwise distributable to such Member.

SECTION 7.
DISTRIBUTIONS

SECTION 7.1 Operating Distributions

The Managers may distribute Company cash and other property at such times and in such amounts as they may determine to be appropriate, in their exercise of reasonable discretion and good business judgment. All distributions of Company cash or other property will be made to the Members in proportion to their respective Membership Interests, except as otherwise determined by the Managers in their reasonable discretion, including as may be determined to be appropriate to adjust and correct for the Company's inclusion in the consolidated group of companies under the consolidated financial statements of Syncordia Technologies and Healthcare Solutions, Corp, whether relating to intercompany tax treatment, intercompany transfers, or other matters, as compared to the Company's financial results if it was not part of such consolidated group.

SECTION 7.2 Distributions in Liquidation

Upon liquidation of the Company, all of the Company's Property will be liquidated or distributed as provided in Section 11.2 and Profits and Losses allocated accordingly. Proceeds from the liquidation of any of the Property of the Company will be distributed in accordance with the provisions of Section 11.2.

SECTION 7.3 Limitation upon Distributions

No Distribution will be declared and paid if payment of such Distribution would cause the Company to violate any limitation on distributions in the Act.

SECTION 8.
TRANSFERS OF MEMBERSHIP INTERESTS AND ADMISSION AND WITHDRAWAL OF MEMBERS

SECTION 8.1 Restrictions on Transfer or Encumbrance of Membership Interests

Except as provided in Section 8.2, no Member may Transfer, or create or suffer to exist any Encumbrance against, all or any part of such Member's record or beneficial interest in the Company without the consent of a Majority in Interest of the Members. Admission of a transferee or assignee of a Membership Interest as a substituted Member is governed by Section 8.4. Issuance of an additional Membership Interest directly by the Company is governed by Section 8.6.

SECTION 8.2 Certain Permitted Transfers

Subject to the conditions precedent in Section 8.3, any Transfers of a Membership Interest to another Member is permitted and effective without the consent of the Members (each a "Permitted Transfer".

SECTION 8.3 Conditions Precedent to Transfers

Any purported Transfer or Encumbrance otherwise complying with this Agreement will be ineffective until the transferor and the proposed transferee furnish to the Company the instruments and assurances the Members may reasonably request, including, without limitation, if requested, an opinion of counsel satisfactory to the Company that the interest in the Company being Transferred or Encumbered has been registered or is exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws.

SECTION 8.4 Substituted Members

Any transferee or assignee of a Membership Interest as a result of a Permitted Transfer pursuant to Section 8.2 will become a substituted Member of the Company as to such Transferred Membership Interest automatically without the necessity of the consent of the Members upon compliance with Section 8.4(a) and (b). Except as provided in the preceding sentence, no assignee or transferee of a Membership Interest will be admitted as a substituted Member of the Company unless, in addition to compliance with the other conditions imposed by this Agreement, all of the following conditions are satisfied:

(a) The assignee or transferee has executed and delivered all documents deemed appropriate by the Company to reflect such Person's admission to the Company and its agreement to be bound by this Agreement.

(b) Payment has been made to the Company of all costs and expenses of admitting any such transferee or assignee as a substituted Member.

(c) A Majority in Interest of the Members consent to the substitution of the transferee as a Member.

SECTION 8.5 Rights of Transferee

Unless admitted to the Company as a substituted Member in accordance with Section 8.4, (i) the transferee or assignee of all or part of a Membership Interest is not entitled to any of the rights, powers or privileges of its predecessor in interest, except that such transferee is entitled to receive and be credited or debited with its proportionate share of Profits, Losses and Distributions and (ii) the interest held by such transferee or assignee shall not be taken into consideration in determining whether action on a matter by the Members has been approved; (iii) such transferee or assignee will be subject to the buy-sell restrictions imposed under Section 9; and (iv) such transferee or assignee will be subject to the Syncordia Member Call Option and the Syncordia Drag Along Rights under Section 10.

SECTION 8.6 Issuance of Membership Interest by Company

The Company may not issue additional Membership Interests to any Person or admit any such Person as an additional Member without the consent of the Managers.

SECTION 8.7 Withdrawal of a Member

Except for withdrawals in connection with a Transfer of a Membership Interest permitted by this Agreement, no Member may withdraw from the Company without the consent of the Managers.

SECTION 9.
BUY-SELL

SECTION 9.1 Buy-Sell

Each of the following events constitutes a "Buy-Sell Event" for purposes of this Agreement:

(a) The death of the Rizzo Member.

(b) A judicial determination of the insolvency of the Rizzo Member.

(c) Any filing of a petition or suit under the bankruptcy laws by or against the Rizzo Member that is not dismissed within sixty (60) days.

(d) Any purported voluntary or involuntary Transfer or Encumbrance of all or any part of the Rizzo Member's Membership Interest in a manner not expressly permitted by Section 8.

(e) Any material breach of this Agreement by the Rizzo Member which is not cured within thirty (30) days after the Company delivers written notice of such breach to the Rizzo Member.

(f) Any fraud, embezzlement or act of dishonesty against the Company by the Rizzo Member.

(g) Any withdrawal by the Rizzo Member from the Company other than as may be expressly permitted by this Agreement.

(h) Termination of the Rizzo Member's employment with the Company, or its successor-in interest, which arises by virtue of either (i) a termination by the Rizzo Member of his employment for any reason other than Good Reason (as defined in the Rizzo Member Employment Agreement) or (ii) a termination by the Company of the Rizzo Member's employment for Cause (as defined in the Rizzo Member Employment Agreement).

SECTION 9.2 Buy-Sell Notice

Upon the occurrence of a Buy-Sell Event, the Member to whom such event has occurred (the "Withdrawing Member") will cease to be a Member, and the Withdrawing Member (or its personal representative or other agent) agrees to give notice of the Buy-Sell Event (the "Buy-Sell Notice") to the other Members within ten (10) days after its occurrence. If the Withdrawing Member fails to give the Buy-Sell Notice, any other Member (other than a Withdrawing Member) may give the notice at any time thereafter and by so doing commence the buy-sell procedure provided for in this Section 9.

SECTION 9.3 Purchase Options

Upon the occurrence of a Buy-Sell Event, the Members and the Company will have an option to purchase (the "Purchase Option") the Withdrawing Member's Membership Interest as follows:

(a) The Members (excluding all Withdrawing Members), have the option to purchase all (but not less than all) of the Membership Interest of the Withdrawing Member. Each Member exercising its option has the right and obligation to purchase that proportion of the Membership Interest of the Withdrawing Member which the Membership Interest owned by that Member bears to the total Membership Interests owned by all of the Members exercising their right to purchase. A Member must give notice of its election to exercise the Purchase Option to the Withdrawing Member (or its personal representative or other agent) and all other Members within forty-five (45) days following the later of: (i) receipt by such Member of the Buy-Sell Notice, or (ii) the determination of the Purchase Price of the Withdrawing Member's Membership Interest in accordance with Section 9.4.

(b) If the Purchase Option in Section 9.3(a) above is not exercised, then the Company has the option to purchase all (but not less than all) of the Membership Interest of the Withdrawing Member. The Company must give notice of its election to exercise the Purchase Option to the Withdrawing Member (or its personal representative or other agent) and all other Members within sixty (60) days following the later of: (i) receipt by the Company of the Buy-Sell Notice, or (ii) the determination of the Purchase Price of the Withdrawing Member's Membership Interest in accordance with Section 9.4. The Company's decision of whether or not to exercise the Purchase Option shall be made by vote of a Majority in Interest of the Members (excluding the Withdrawing Member and the Membership Interest of such Withdrawing Member not being counted in the total outstanding for the purpose of determining a majority).

Purchase of the Withdrawing Member's Membership Interest upon exercise of the Purchase Option by the Members or the Company, as the case may be (the "Purchasing Parties"), will be at Closing on the terms and conditions set forth in this Section 9.

SECTION 9.4 Valuation

(a) The purchase price for the Withdrawing Member's Membership Interest (the "Purchase Price") is its Net Equity Value.

(b) The Purchase Price for the Withdrawing Member's Membership Interest shall be subject to adjustment as follows. If the Buy-Sell Event giving rise to the Purchase Option is pursuant to Subparagraphs (e) or (f) of Section 9.1, then the Purchase Price shall be an amount equal to eighty percent (80%) of the Net Equity Value of the Withdrawing Member's Membership Interest.

SECTION 9.5 Closing

The closing (the "Closing") of the purchase of any Membership Interest pursuant to this Section 9 will take place remotely by exchange of signatures on a date (the "Closing Date") agreed upon by the Purchasing Members and the Withdrawing Member (or its personal representative or other agent), but not later than ninety (90) days following the later of: (i) delivery of the Buy-Sell Notice, or (ii) determination of the Purchase Price of the Withdrawing Member's Membership Interest in accordance with Section 9.4. Upon payment of the Purchase Price, the Withdrawing Member (or its personal representative or agent) agrees to execute and deliver such assignments and other instruments as may be reasonably necessary to evidence and carry out the transfer of its Membership Interest to the Purchasing Members free and clear of all claims and Encumbrances. As a condition to the purchase of any Membership Interest under this Section 9, the Withdrawing Member (or its personal representative or other agent) will be released or indemnified by the Purchasing Members from any further liability as a guarantor of debts or obligations of the Company.

SECTION 9.6 Payment of Purchase Price

The Purchase Price shall be paid by the Purchasing Members by delivering at Closing cash or certified funds for the full Purchase Price.

SECTION 9.7 Effect on Withdrawing Member's Interest

Without limiting the generality of any other provision of this Agreement, upon the exercise of the Purchase Option, the Withdrawing Member, without further action, will have no rights in the Company or against the Company other than the right to receive payment for its Membership Interest in accordance with this Section 9.

SECTION 9.8 Failure to Exercise Purchase Option

In the event no Member exercises its Purchase Option, the Withdrawing Member (or its personal representative or other agent) may transfer its economic rights in the Membership Interest of the Withdrawing Member to any Person; provided, however that any transferee of the Withdrawing Member's Membership Interest (i) will only have those rights as specified in Section 8.5; (ii) will not be admitted as a substitute Member without full compliance with Sections 8.3 and 8.4; (iii) will be subject to the buy-sell restrictions imposed under this Section 9;

and (iv) will be subject to the Syncordia Member Call Option and the Syncordia Drag Along Rights under Section 10.

SECTION 9.9 Deadlock and Dispute

In the event of any deadlock or dispute arising out of or in connection with this Agreement or the breach thereof, the parties hereto shall use commercially reasonable efforts to settle the deadlock or dispute. To this effect, the parties shall in good faith consult and negotiate with each other, including an in-person meeting of representatives of each of the parties, and, recognizing their mutual interests, attempt to reach a just and equitable solution within a period of sixty (60) days, failing which, upon notice by any party to the other affected parties, all deadlocks or disputes shall be decided pursuant to Arizona law by arbitration to be conducted in Phoenix, Arizona in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof.

SECTION 10.
SYNCORDIA MEMBER CALL OPTION;
TAG-ALONG RIGHTS; DRAG-ALONG RIGHTS

SECTION 10.1 Syncordia Member Call Option

(a) On or after ____________, 2018 (the "Call Commencement Date") and before __________, 2020 (the "Call Expiration Date"), the Syncordia Member shall have the right ("Syncordia Member Call Option") to require the Rizzo Member to sell to the Syncordia Member, or its designee(s), all of the Membership Interest then held by the Rizzo Member (the "Call Interest").

(b) The price to be paid by the Syncordia Member for the Call Interest (the "Call Price") shall be its Net Equity Value.

(c) The Syncordia Member may exercise the Syncordia Member Call Option by delivering a written notice (the "Call Notice") to the Rizzo Member at any time on or after the Call Commencement Date and before the Call Expiration Date. If the Syncordia Member does not exercise the Call Option prior to the Call Expiration Date, or the Syncordia Member fails to deliver the Call Price as required by Subsection (d) of this Section 10.1, the Syncordia Member Call Option shall terminate and cease to be of further force and effect.

(d) The Syncordia Member shall purchase the Call Interest at a mutually agreeable time, which will in no event be later than sixty (60) days after the date of the determination of the Call Price (the "Call Closing"). At the Call Closing, the Syncordia Member shall deliver to the Rizzo Member the Call Price by wire transfer of immediately available funds payable to the Rizzo Member. At and as of the Call Closing (i) the Company shall become the legal and beneficial owner of the Call Interest and all rights and interests therein or relating thereto, and the Syncordia Member shall have the right to retain and transfer the Call Interest to its own name; and (ii) the Rizzo Member shall cease to be a Member of the Company or to have any rights under this Agreement, except to receive the Call Price as set forth in this Subsection (d). The Call Interest sold pursuant to this Section 10.1 shall be free and clear of all pledges, liens, charges or other encumbrances.

(e) For purposes of this Section 10.1, the "Rizzo Member" will be deemed to include any transferee or assignee of all or any part of the Membership Interest that is held by the Rizzo Member as of the date of this Agreement.

SECTION 10.2 Co-Participation Rights of Rizzo Member ("Tag Along Rights").

If the Syncordia Member desires to accept a *bona fide* offer from any third-party to purchase any or all of the Syncordia Member's Membership Interest, then the Syncordia Member shall provide a copy of the *bona fide* offer and the terms thereof to the Rizzo Member. The Rizzo Member shall have the right to participate in such sale by including a pro rata portion of the Rizzo Member's Membership Interest in the sale to be conducted by the Syncordia Member, at the same price per percent interest and on the same terms and conditions as contained in the *bona fide* offer to the Syncordia Member. If the Rizzo Member intends to participate in any sale under this Section 10.2, then the Rizzo Member shall (i) provide written notice to the Syncordia Member and the Company of its intention to participate no later than thirty (30) days after receipt of the copy of the *bona fide* offer, (ii) take such actions and execute such documents as are necessary to effect the sale or exchange of the Rizzo Member's Membership Interest by reason of participation, (iii) make the same representations and warranties as are required of the Syncordia Member, and (iv) provide indemnification obligations to the purchaser to the same extent as provided by the Syncordia Member in an aggregate amount not to exceed the same percentage of the proceeds received by the Rizzo Member as is applicable to the Syncordia Member.

SECTION 10.3 Requirement to Participate in Sale Transactions ("Drag Along Rights").

If the Syncordia Member approves a *bona fide* Sale Transaction, then (i) the Rizzo Member hereby agrees to vote its Membership Interest in favor of such Sale Transaction and (ii) if applicable and upon request of the Syncordia Member, the Rizzo Member agrees to sell or exchange its Membership Interest upon such terms as are approved by the Syncordia Member, provided that such terms are identical to the terms and conditions approved and applicable to the Syncordia Member's Membership Interest. If the Syncordia Member intends to have the Rizzo Member participate in the Sale Transaction pursuant to this Section 10.3, then the Syncordia Member shall provide written notice thereof at least twenty (20) days prior to the scheduled closing of the Sale Transaction. Upon receipt of notice of participation pursuant to this Section 10.3, the Rizzo Member shall take such actions and execute such documents as are reasonably necessary to effect the sale or exchange of the Rizzo Member's Membership Interest, as contemplated by the Sale Transaction; provided, however, the Rizzo Member shall not be required (i) to make any representations other than as to due authorization, binding effect and good title to the Shares, as applicable, free and clear of all pledges, liens, charges or other encumbrances, (ii) to have an indemnification obligation to the purchaser in an aggregate amount greater than the same percentage of the proceeds received by the Rizzo Member as is applicable to the proceeds received by the Syncordia Member, and then only for a breach of the representations referred to in clause (i) of this sentence, or (iii) to be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the proposed Sale Transaction. For purposes of this Section 10.3, the "Rizzo Member" will be deemed to include any transferee or assignee of all or any part of the Membership Interest that is held by the Rizzo Member as of the date of this Agreement.

SECTION 11.
DISSOLUTION AND LIQUIDATION OF THE COMPANY

SECTION 11.1 Dissolution Events

The happening of an Event of Withdrawal (as defined in the Act) or Buy-Sell Event with respect to a Member will not cause the dissolution of the Company. The Company will only be dissolved upon the happening of any of the following events:

(a) The Managers sign a document stating their election to dissolve the Company.

(b) The entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating the Company to be bankrupt and the expiration without appeal of the period, if any, allowed by applicable law in which to appeal.

(c) The entry of a decree of judicial dissolution under Act § 29-785 or the issuance of a certificate for administrative dissolution under Act § 29-786.

SECTION 11.2 Liquidation

Upon the happening of any of the events specified in Section 11.1 (a "Liquidation Event"), the Managers, or any liquidating trustee elected by the Managers (either, the "Liquidator"), will commence as promptly as practicable to wind up the Company's affairs unless the Liquidator determines that an immediate liquidation of Company assets would cause undue loss to the Company, in which event the liquidation may be deferred for a time determined by the Liquidator to be appropriate. Assets of the Company may be liquidated or distributed in kind, as the Liquidator determines to be appropriate. The Members will continue to share distributions of company cash and property, Profits and Losses during the period of liquidation in the manner set forth in Section 6 and Section 7. The proceeds from liquidation of the Company, including repayment of any debts of Members to the Company and any Company assets that are not sold in connection with the liquidation, will be applied in the following order of priority:

(a) First, to the payment of the debts and satisfaction of the other obligations of the Company, including, without limitation, debts and obligations to Members.

(b) Second, to the establishment of any reserves deemed appropriate by the Liquidator for any liabilities or obligations of the Company, which reserves will be held for the purpose of paying liabilities or obligations and, at the expiration of a period the Liquidator deems appropriate, will be distributed in the manner provided in Section 11.2(c) through (f).

(c) Third, if the date of the Liquidation Event is on or before March 15, 2017, then to the Syncordia Member, until the Syncordia Member has received aggregate distributions under this paragraph (c) equal to $8,000,000.

(d) Fourth, if the date of the Liquidation Event is on or before March 15, 2017, then to the Rizzo Member, until the Rizzo Member has received aggregate distributions under this paragraph (d) equal to $2,000,000.

(e) Fifth, to the payment to the Members of the positive balances in their respective Capital Accounts, pro rata, in proportion to the positive balances in those Capital Accounts after giving effect to all allocations under Section 6 and all Distributions under Section 7 for all prior periods, including the period during which the process of liquidation occurs.

(f) Any amounts remaining after the foregoing distributions have been made will be distributed to the Members in proportion to their respective Membership Interests.

SECTION 11.3 Articles of Dissolution

Upon the dissolution and commencement of the winding up of the Company, the Managers will cause Articles of Dissolution to be executed on behalf of the Company and filed with the Arizona Corporation Commission, and the Managers will execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

SECTION 12.
MISCELLANEOUS

SECTION 12.1 Records

The records of the Company will be maintained at the Company's principal place of business or at any other place the Managers select, provided the Company keeps at its principal place of business the records required by the Act to be maintained there. Appropriate records in reasonable detail will be maintained to reflect income tax information for the Members. Each Member (or its accountant or attorney) may, at the Member's expense, inspect and make copies of the records maintained by the Company and may require an audit of the books of account maintained by the Company to be conducted by the independent accountants for the Company.

SECTION 12.2 Reserves

The Managers may cause the Company to create reasonable reserve accounts to be used exclusively to fund Company operating deficits and for any other valid Company purpose. The Managers, in their sole discretion, will determine the amount of transfers to such reserve accounts.

SECTION 12.3 Notices

The Managers will notify the Members of any change in the name, principal or registered office or registered agent of the Company. Any notice or other communication required by this Agreement must be in writing. Notices and other communications will be deemed to have been given (i) when delivered by hand or dispatched by means of electronic facsimile transmission or nationally recognized air courier or (ii) on the third business day after being deposited in the United States mail, postage prepaid. In each case, notice must be addressed to the Member to whom the notice is to be given at such Member's address set forth on SCHEDULE I, or, in the case of the Company, to its principal place of business. A Member may change its notice address by notice in writing to the Company and to each other Member given in accordance with this Section 12.3.

SECTION 12.4 Amendments

This Agreement and the Articles of Organization may be amended only by the written consent of a Majority in Interest of the Members; provided, however, that any provision of this Agreement requiring the consent, approval or action of more than a Majority in Interest of the Members (or any provision of the Articles of Organization affecting any such provision of this Agreement) may be amended or waived only by a written action signed by the Members holding the required percentage of Membership Interests and provided, further, that any amendment of Section 4.3 of this Agreement shall require the consent of the Rizzo Member.

SECTION 12.5 Additional Documents

Each party agrees to execute and acknowledge all documents and writings which the Managers may deem necessary or expedient in the creation of the Company and the achievement of its purposes, including, without limitation, the Articles of Organization and any amendments or cancellation thereof.

SECTION 12.6 Investment Representations

Each Member represents and warrants to the Company and every other Member that it (i) is fully aware of, and is capable of bearing, the risks relating to an investment in the Company; (ii) understands that its interest in the Company has not been registered under the Securities Act or the securities laws of any jurisdiction in reliance upon exemptions contained in those laws; and (iii) has acquired its interest in the Company for its own account, with the intention of holding the interest for investment and without any intention of participating directly or indirectly in any redistribution or resale of any portion of the interest in violation of the Securities Act or any applicable law.

SECTION 12.7 Domestic Proceeding Disclosure

Any Member named in any divorce, annulment, separation or similar proceeding agrees to disclose in any list of assets compiled in connection with such proceeding a statement to the effect that such Member's Membership Interest in the Company is subject to certain restrictions and to certain rights of the other Members under the terms of this Agreement.

SECTION 12.8 Survival of Rights

Except as provided in this Agreement to the contrary, this Agreement is binding upon and inures to the benefit of the parties, their successors and assigns.

SECTION 12.9 Interpretation and Governing Law

When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number include the plural and vice versa. Genders are interchangeable. Section headings or titles do not define, limit, extend or interpret the scope of this Agreement or any particular Section. This Agreement will be governed and construed in accordance with the laws of the State of Arizona without giving effect to its conflicts of laws provisions.

SECTION 12.10 Severability

If any provision, sentence, phrase or word of this Agreement or its application to any Person or circumstance is held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to Persons or circumstances, other than those as to which it is held invalid, will not be affected thereby.

SECTION 12.11 Agreement in Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which constitutes one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by affixing the signatures of each of the Members to one of such counterpart signature pages; all of such signature pages will be read as though one, and they will have the same force and effect as though all of the signers had signed a single signature page.

SECTION 12.12 Tax Matters Member

The Managers will designate one Member as the Tax Matters Member. The term "Tax Matters Member" means the Member designated as the "tax matters partner" (as that term is defined in the Code and Treasury Regulations) as required by the Code and Treasury Regulations.

SECTION 12.13 Creditors Not Benefited

Nothing in this Agreement is intended to benefit any creditor of the Company or of any Member. No creditor of the Company or of any Member is entitled to require the Managers to solicit or accept any loan or additional capital contribution for the Company or to enforce any right which the Company or any Member or Manager may have against a Member or Manager, whether arising under this Agreement or otherwise.

SECTION 12.14 Competing Business

Except as otherwise expressly provided in the Rizzo Member Employment Agreement, the Rizzo Member Noncompetition Agreement or any other written agreement between the Company (or any of its Affiliates) and one or more of its Members or Managers, none of the Members or Managers, nor any of their respective affiliates, subsidiaries, successors or assigns, shall be prohibited or restricted in any way from investing in or conducting, either directly or indirectly, and may invest in and/or conduct, either directly or indirectly, businesses of any nature whatsoever, including the ownership and operation of businesses or properties competitive with, similar to or in the same geographical area as those held by the Company. Except as otherwise expressly provided in the Rizzo Member Employment Agreement, the Rizzo Member Noncompetition Agreement or any other written agreement between a Member or Manager and the Company (or any of its Affiliates), any investment in or conduct of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member, Manager or the Company or any right to claim any interest therein or the profits derived therefrom.

[NEXT PAGE IS SIGNATURE PAGE]

ADOPTION

The undersigned, being all of the Managers and all of the Members of the Company, have adopted this Agreement and have caused this Agreement to be adopted by the Company effective as of _______________, 2016 and assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

COMPANY:

BILLING SOLUTIONS, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________

MEMBERS:

SYNCORDIA BILLING SOLUTIONS ACQUISITION, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________

____
James A. Rizzo

MANAGERS:

____
Michael Franks

____
Bartley Heath

____
Jerry LeCato

____
Chris Martin

____
James A. Rizzo

SCHEDULE I
NAMES OF MEMBERS AND MEMBERSHIP INTERESTS

NAME AND ADDRESS OF MEMBER	INTEREST (%)
Syncordia Billing Solutions Acquisition, LLC c/o Syncordia Technologies and Healthcare Solutions 95 King Street East, Suite 303 Toronto, Canada M5C 1G4 Attn: Michael Franks, CEO	80%
James A. Rizzo 4396 South Jojoba Chandler, Arizona 85248	20%
TOTAL	**100%**

SCHEDULE II
TAX ALLOCATIONS

This SCHEDULE II is part of Section 6 of the Agreement. References in the Agreement to Section 6 include these provisions.

SECTION 6.5 Contributed Property and Book-Ups

In accordance with Code § 704(c) and the corresponding Treasury Regulations, as well as Reg. § 1.704-1(b)(2)(iv)(d)(3), income, gain, loss and deductions with respect to any Property contributed (or deemed contributed) to the Company will, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such Property to the Company for federal income tax purposes and its Gross Asset Value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided in this Agreement, subsequent allocations of income, gain, loss and deduction with respect to the asset will take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code § 704(c) and the corresponding Treasury Regulations.

SECTION 6.6 Minimum Gain Chargeback

If there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member will be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Reg. § 1.704-2(g). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant to such Treasury Regulation. The items to be so allocated will be determined in accordance with Reg. §§ 1.704-2(f) and 1.704-2(j)(2). This Section 6.6 is intended to comply with the minimum gain chargeback requirement in Reg. 1.704-2(f) and will be interpreted consistently with such Treasury Regulation.

SECTION 6.7 Member Minimum Gain Chargeback

If there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt, as defined in Reg. § 1.704-2(i)(4), during any Fiscal Year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Reg. § 1.704-2(i)(5), will be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Reg. § 1.704-2(i)(4) and (5). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant to such Treasury Regulation. The items to be so allocated will be determined in accordance with Reg. § 1.704-2(i)(4). This Section 6.7 is intended to comply with the Member Minimum Gain chargeback requirement in Reg. § 1.704-2(i)(4) and will be interpreted consistently with such requirement.

SECTION 6.8 Qualified Income Offset

If any Member unexpectedly receives an adjustment, allocation or distribution as described in Reg. § 1.704-1(b)(2)(ii)(d)(4) through (6) which causes or increases a deficit capital account balance in such Member's Capital Account (as determined in accordance with such Regulations), items of Company income and gain will be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 6.8 will be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 6 have been tentatively made as if this Section 6.8 were not in the Agreement. This provision is intended to be a "qualified income offset" as defined in Reg. § 1.704-1(b)(2)(ii)(d), such Regulations being specifically incorporated by reference.

SECTION 6.9 Gross Income Allocation

In the event any Member has a deficit Capital Account at the end of any Company Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5), each such Member will be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.9 will be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 6 have been tentatively made as if this Section 6.9 and Section 6.8 were not in this Agreement.

SECTION 6.10 § 754 Adjustment

To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code § 734(b) or Code § 743(b) is required, pursuant to Reg. § 1.704-1(b)(2)(iv)(m)(2) or Reg. § 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a Distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Members in accordance with their interests in the Company in the event that Reg. § 1.704-1(b)(2)(iv)(m)(2) applies or to the Members to whom such distribution was made in the event that Reg. § 1.704-1(b)(2)(iv)(m)(4) applies.

SECTION 6.11 Curative Allocations

The allocations set forth in Sections 6.1(b), 6.6, 6.7, 6.8, 6.9, 6.10, 6.12 and 6.13 (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. The Members intend that, to the extent possible, all Regulatory Allocations be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 6.11. Therefore, notwithstanding any other provision of this Section 6 (other than the Regulatory Allocations), the

Managers will make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 6.1(a). In exercising their discretion under this Section 6.11, the Managers will take into account future Regulatory Allocations under Sections 6.6 and 6.7 that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 6.12 and 6.13.

SECTION 6.12 Nonrecourse Deductions

Nonrecourse Deductions will be allocated among the Members in accordance with their respective Membership Interests.

SECTION 6.13 Member Nonrecourse Deductions

Any Member Nonrecourse Deductions will be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Reg. § 1.704-2(i).

SECTION 6.14 Additional Definitions

In addition to the definitions in Section 2, the following terms used in this Agreement have the following meanings (unless otherwise expressly stated):

(a) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts to which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Reg. §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Reg. § 1.704-1(b)(2)(ii)(d) and will be interpreted consistently with such provisions.

(b) "Company Minimum Gain" means gain as defined in Reg. § 1.704-2(d).

(c) "Member Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Reg. § 1.704-2(i).

(d) "<u>Member Nonrecourse Debt</u>" means any nonrecourse debt (for purposes of Reg. § 1.1001-2) of the Company for which any Member bears the "economic risk of loss" within the meaning of Reg. § 1.752-2.

(e) "<u>Member Nonrecourse Deductions</u>" means deductions as described in Reg. § 1.704-2(i). The amount of Member Nonrecourse Deductions with respect to Member Nonrecourse Debt for any Fiscal Year equals the excess, if any, of (i) the net increase, if any, in the amount of Member Minimum Gain attributable to such Member Nonrecourse Debt during such Fiscal Year, over (ii) the aggregate amount of any Distributions during that Fiscal Year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent such Distributions are from the proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Reg. § 1.704-2(i).

(f) "<u>Nonrecourse Deductions</u>" means deductions as set forth in Reg. § 1.704-2(b)(1). The amount of Nonrecourse Deductions for a given Fiscal Year equals the excess, if any, of (i) the net increase, if any, in the amount of Company Minimum Gain during such Fiscal Year, over (ii) the aggregate amount of any Distributions during such Fiscal Year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined according to the provisions of Reg. § 1.704-2(h).

(g) "<u>Nonrecourse Liability</u>" means any Company liability (or portion of a Company liability) for which no Member bears the "economic risk of loss" within the meaning of Reg. § 1.752-2.

SCHEDULE III
FAIR MARKET VALUE FORMULA

1. Fair Market Value. The "Fair Market Value" of the Company's assets and business shall be determined, as of the last day of the calendar month preceding the month in which the Buy-Sell Event occurs, in accordance with the following formula for purposes of determining the Net Equity Value of the Withdrawing Member's Membership Interest as required by Section 9.4:

(A) five times (5x) EBITDA for the twelve (12) consecutive months ending on the last day of the calendar month preceding the month in which the Buy-Sell Event occurs, *increased by (if positive) or decreased by (if negative)* (B) the Net Working Capital Adjustment as of the last day of the calendar month preceding the month in which the Buy-Sell Event occurs.

The "Fair Market Value" of the Company's assets and business shall be determined, as of the last day of the calendar month preceding the month in which the Call Notice is delivered, in accordance with the following formula for purposes of determining the Net Equity Value of the Call Interest as required by Section 10.1:

(A) five times (5x) EBITDA for the twelve (12) consecutive months ending on the last day of the calendar month preceding the month in which the Call Notice is delivered, *increased by (if positive) or decreased by (if negative)* (B) the Net Working Capital Adjustment as of the last day of the calendar month preceding the month in which the Call Notice is delivered.

2. Exclusion of Life Insurance Proceeds. Any life insurance proceeds received by the Company (or the Purchasing Members) as a result of the death of a Member (or principal of a Member) shall not be taken into account in determining the Fair Market Value of the Company's assets and business.

3. Definitions. For purposes of calculating the Fair Market Value of the Company's assets and business, the following definitions shall apply:

"Calculated Contract Value" means, for any customer contract for any period of determination, (x) the revenue attributable to such customer contract for such period *multiplied by* (y) the gross margin, expressed as a percentage, for such contract for such period, as determined or projected by the Managers in their discretion.

"Current Assets" means cash and cash equivalents, accounts receivable, prepaid expenses, other receivables, and all other current assets (excluding for this purpose any deferred tax asset that represents only the difference between book and tax amounts), each calculated on an accrual basis in accordance with GAAP as of the time of determination.

"Current Liabilities" means accounts payable, payroll liabilities, payroll taxes and other taxes payable (excluding for this purpose any deferred tax liability that represents only the difference between book and tax amounts), accrued vacation pay and/or personal time off, incentive and commission related accruals and other employment liabilities, accrued liabilities and all other current liabilities, each calculated on an accrual basis in accordance with GAAP as of the time of determination.

"EBITDA" means, for any period of determination, the sum of the Company's: (1) Normalized Net Income (or Loss) for such period; *plus* (2) amounts considered in computing Normalized Net Income (or Loss) for or during such period for (a) Interest Expense, (b) federal, state and local income taxes, and (c) depreciation and amortization; *plus* (3) losses from the sale of assets outside the ordinary course of the Company's business for such period; *minus* (4) gains from the sale of assets outside the ordinary course of the Company's business for such period; *plus* (5) other non-recurring or extraordinary expenses or losses for such period; *minus* (6) other non-recurring or extraordinary revenue or gains for such period; *plus or minus*, as the case may be, (7) such amounts as may be reasonably determined by the Managers to adjust and correct for the Company's inclusion in the consolidated group of companies under the consolidated financial statements of Syncordia Technologies and Healthcare Solutions, Corp, whether relating to intercompany tax treatment, intercompany transfers, or other matters, as compared to the Company's financial results if it was not part of such consolidated group. To the extent not expressly provided otherwise herein, all amounts used in computing EBITDA shall be determined in accordance with GAAP.

"GAAP" means generally accepted accounting principles as promulgated by the Financial Accounting Standards Board or any other governing body or boards having jurisdiction, authority or responsibility for promulgating accounting standards, as in effect from time to time. All references to GAAP shall be deemed to mean GAAP, as consistently applied.

"Interest Expense" means, for any period, an amount equal to all interest of the Company in respect of debts, liabilities or other indebtedness accrued or capitalized during such period (whether or not actually paid during such period).

"Net Working Capital" shall mean, as of any time of determination, the amount determined by subtracting (i) the Current Liabilities at such time from (ii) the Current Assets at such time.

"Net Working Capital Adjustment" means (x) Net Working Capital, *less* (y) Target Net Working Capital. If Net Working Capital is greater than Target Net Working Capital, then the Net Working Capital Adjustment shall be positive and if Net Working Capital is less than Target Net Working Capital, then the Net Working Capital Adjustment shall be negative. The Certified Public Accountant or accounting firm regularly employed by the Company shall determine the Net Working Capital Adjustment, and such determinations shall be final and binding upon all interested Members and all other persons, including their heirs, successors and assigns.

"New Contract Adjustment Amount" means, for any new customer contract that became effective during any period of determination, an amount equal to: (1) (x) the Calculated Contract Value for such contract during such period *divided by* (y) the number of business days during such period that the contract in question was in effect, *multiplied by* (2) the number of business days in such period.

"Normalized Net Income (or Loss)" means, for any period of determination, the net income (or loss) for such period, determined in accordance with GAAP, *plus* (x) the aggregate New Contract Adjustment Amount for each new customer contract that became effective during such period, if any, and *minus* (y) the aggregate Terminated Contract Adjustment Amount for each customer contract terminated during such period, if any.

"Target Net Working Capital" means an amount equal to Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00).

"Terminated Contract Adjustment Amount" means, for any customer contract terminated during any period of determination, an amount equal to: (1) (x) the Calculated Contract Value for such contract during such period *divided by* (y) the number of business days during such period that the contract in question was in effect, *multiplied by* (2) the number of business days in such period.

Membership Interest Purchase Agreement

Schedule 2.2 – Leases to Remain in Effect

NONE

Membership Interest Purchase Agreement

Schedule 3.3.2.1 – Repayment of Indebtedness

NONE

Membership Interest Purchase Agreement

Schedule 3.3.2.3 – Wire Transfer Instructions of Seller

THE BILTMORE BANK

OF ARIZONA

A division of Grandpoint Bank

TRUST WIRE TRANSFER INSTRUCTIONS:

Bank Name:	Grandpoint Bank
Routing/ABA #:	122244566
Bank Address:	355 S. Grand Ave., Suite 2400 Los Angeles, CA 90071
For Credit To:	Dioguardi Flynn LLP Arizona IOLTA Trust Account Account Number: 9525312 7001 N. Scottsdale Rd., Suite 2060 Scottsdale, AZ 85253

THE BILTMORE BANK

OF ARIZONA

A division of Grandpoint Bank

International Incoming TRUST Wire Instructions
US DOLLARS ONLY

Receiving Bank:
Wells Fargo
San Francisco, CA, USA
SWIFT Code: WFBIUS6S

Beneficiary Bank:
Grandpoint Bank
355 S. Grand Ave., Suite 2400
Los Angeles, CA 90071
Beneficiary Bank ABA: 122244566

Beneficiary Customer:
Client Name: Dioguardi Flynn LLP Arizona IOLTA Trust Account
Address: 7001 N. Scottsdale Rd., Suite 2060
Address: Scottsdale, AZ 85253
Account Number: 9525312

Membership Interest Purchase Agreement

Schedule 4.1.1 – Physical Office Addresses

Membership Interest Purchase Agreement

Schedule 4.1.1 – Physical Office Addresses

Company Name	Principal Office Address	Additional Office Addresses
Billing Solutions, LLC	6752 Inter-Cal Way Suites 101, 102, 201, 202, 203 Prescott, AZ 86301	None
Spectrum Asset Management & Leasing, LLC	6752 Inter-Cal Way Suite 101 Prescott, AZ 86301	None
Spectrum Employee Management, LLC	6752 Inter-Cal Way Suite 101 Prescott, AZ 86301	None

Membership Interest Purchase Agreement
Schedule 4.4 – No Conflicts; Consents of Third Parties

NONE

Membership Interest Purchase Agreement

Schedule 4.5A – Related Party Agreements

NONE

Membership Interest Purchase Agreement

Schedule 4.5B – Related Party Agreements

NONE

Membership Interest Purchase Agreement

Schedule 4.6.1 – Financial Statements

Billing Solutions, LLC
Balance Sheet
As of December 31, 2014

Billing Solutions LLC

Balance Sheet

	Dec 31, 14	Dec 31, 13
ASSETS		
Current Assets		
Checking/Savings		
Billing Solutions LLC	18,520.48	15,146.50
office account-20315	695.31	695.31
Savings	74,482.32	325,267.21
Total Checking/Savings	93,698.11	341,109.02
Accounts Receivable		
Accounts Receivable	-4,891.97	-81.22
Total Accounts Receivable	-4,891.97	-81.22
Other Current Assets		
AR-Cash Basis Tax offset	4,891.97	81.22
Total Other Current Assets	4,891.97	81.22
Total Current Assets	93,698.11	341,109.02
Fixed Assets		
Accumulated Depreciation	-274,592.00	-274,592.00
company cars	164,000.00	164,000.00
Computer Equipment	159,098.01	159,098.01
Office Copier	6,476.43	6,476.43
Office Furnishing	55,649.95	55,337.26
Total Fixed Assets	110,632.39	110,319.70
Other Assets		
Employee loans	4,380.00	1,500.00
loans	10,000.00	0.00
Total Other Assets	14,380.00	1,500.00
TOTAL ASSETS	218,710.50	452,928.72
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Credit Cards		
AmEx 1002	22,164.87	0.00
Credit Card 6078	24,939.07	0.00
Total Credit Cards	47,103.94	0.00
Other Current Liabilities		

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02/09/15
Cash Basis

Billing Solutions, LLC
Balance Sheet
As of December 31, 2014

	Dec 31, 14	Dec 31, 13
Chase Line of Credit	102.24	0.00
Payroll Liabilities	0.00	23,335.05
Total Other Current Liabilities	102.24	23,335.05
Total Current Liabilities	47,206.18	23,335.05
Long Term Liabilities		
Vehicle Loans	74,900.90	74,900.90
Total Long Term Liabilities	74,900.90	74,900.90
Total Liabilities	122,107.08	98,235.95
Equity		
Owner's Capital	354,674.77	483,965.00
Owner Draw	-273,000.00	-1,308,229.53
Retained Earnings	18.00	0.00
Share Holder Distribution	-1,928,263.77	0.00
tax payment	0.00	-115,000.00
Net Income	1,943,174.42	1,293,957.30
Total Equity	96,603.42	354,692.77
TOTAL LIABILITIES & EQUITY	218,710.50	452,928.72

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Cash Basis

Billing Solutions, LLC
Balance Sheet
As of December 31, 2014

Billing Solutions LLC

Balance Sheet

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ASSETS		
Current Assets		
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Billing Solutions LLC	18,520.48	15,146.50
office account-20315	695.31	695.31
Savings	74,482.32	325,267.21
Total Checking/Savings	93,698.11	341,109.02
Accounts Receivable		
Accounts Receivable	-4,891.97	-81.22
Total Accounts Receivable	-4,891.97	-81.22
Other Current Assets		
AR-Cash Basis Tax offset	4,891.97	81.22
Total Other Current Assets	4,891.97	81.22
Total Current Assets	93,698.11	341,109.02
Fixed Assets		
Accumulated Depreciation	-274,592.00	-274,592.00
company cars	164,000.00	164,000.00
Computer Equipment	159,098.01	159,098.01
Office Copier	6,476.43	6,476.43
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Total Fixed Assets	110,632.39	110,319.70
Other Assets		
Employee loans	4,380.00	1,500.00
loans	10,000.00	0.00
Total Other Assets	14,380.00	1,500.00
TOTAL ASSETS	218,710.50	452,928.72
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Credit Cards		
AmEx 1002	22,164.87	0.00
Credit Card 6078	24,939.07	0.00
Total Credit Cards	47,103.94	0.00
Other Current Liabilities		

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02/09/15
Cash Basis

Billing Solutions, LLC
Balance Sheet
As of December 31, 2014

	Dec 31, 14	Dec 31, 13
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Payroll Liabilities	0.00	23,335.05
Total Other Current Liabilities	102.24	23,335.05
Total Current Liabilities	47,206.18	23,335.05
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Total Long Term Liabilities	74,900.90	74,900.90
Total Liabilities	122,107.08	98,235.95
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Owner's Capital	354,674.77	483,965.00
Owner Draw	-273,000.00	-1,308,229.53
Retained Earnings	18.00	0.00
Share Holder Distribution	-1,928,263.77	0.00
tax payment	0.00	-115,000.00
Net Income	1,943,174.42	1,293,957.30
Total Equity	96,603.42	354,692.77
TOTAL LIABILITIES & EQUITY	218,710.50	452,928.72

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Cash Basis

Billing Solutions, LLC
Profit & Loss
January through December 2014

	Jan - Dec 14
Ordinary Income/Expense	
Income	
Discounts Given	-704.50
Initial Setup	67,701.16
Interest Income	476.81
Refund	-16,249.80
Reimbursement of Legal Fees	4,005.00
Sales	6,025,886.84
Total Income	6,081,115.51
Gross Profit	6,081,115.51
Expense	
Accounting Fee	26,695.00
Advertising	9,352.07
Bank fees	0.00
Business Meeting	21,535.62
Car and Truck Expenses	
Car Payment	48,000.00
Gas	2,935.56
Mileage Reimbursement	326.42
Oil Change	44.61
Vehicle Reg	404.90
Car and Truck Expenses - Other	3,750.67
Total Car and Truck Expenses	55,462.16
Checks for A/P	97.99
Consulting Fees	33,470.49
Continue education	4,185.78
Contract labor	
Courier	10,575.75
Jamaica Collections	47,506.75
Office cleaning	12,450.00
Weekend/Night Verifications	3,294.00
Contract labor - Other	20,174.75
Total Contract labor	94,001.25
Donations	20,890.00
Employee benefit programs	69,509.06
Entertainment	17,209.01
Equipment Leasing	60,000.00
Flowers	2,889.76
gifts	
Employee Recognition	150.00
gifts - Other	9,223.32
Total gifts	9,373.32

Billing Solutions, LLC
Profit & Loss
January through December 2014

	Jan - Dec 14
Insurance	
Liability/Professional Insuranc	16,053.24
Life Insurance	17,592.00
Insurance - Other	31,468.92
Total Insurance	65,114.16
Insurance (other than health)	918.28
Interest (other than mortgage)	
Credit Card fee	845.00
Interest (other than mortgage) - Other	3,863.94
Total Interest (other than mortgage)	4,708.94
Internet	1,460.04
IT Expense	
5-port switch	40.00
Add extensions	340.00
Add new employee to system	647.50
Barracuda Subscription	1,625.25
Call Center Hardware	14,015.20
Call Center Software	1,353.29
Claims processing	29,975.46
Computer Maintenance	1,020.00
Computer Monitors	4,499.30
Computer Parts	15,995.81
Computer Repair	8,328.81
Computer Software	61,437.87
Conference Phone	460.49
Copiers	1,598.03
Desktop Support	315.00
E-Fax	1,799.55
Ethernet Port	32.51
Ethernet Switch	99.68
HDMI Cables	283.40
Headset	501.53
Headset Cables	165.00
Install Conference Phone	85.00
Labor	2,103.75
Monitor Desk Stands	2,483.14
Move Copier	328.50
Move extensions	134.00
New Computer	7,658.79
New Exchange Server - Email	4,903.92
New Phone	543.92
New Server	8,091.88
Patch Cables	54.27

Billing Solutions, LLC
Profit & Loss
January through December 2014

	Jan - Dec 14
Phone Installation	85.00
Satellite Radio	155.97
Scanner	433.19
Server Maintenance	1,670.55
Set up Cell/Laptop	755.00
Set up New Copier	64.50
Set up New Users	360.00
Software License	1,259.84
Telephone line Installation	106.25
Telephone line repair	572.44
Time Clock repair	243.74
USB Cards	1,072.00
Video Card	43.33
Virus Removal	1,725.00
Website	2,957.52
IT Expense - Other	10,320.38
Total IT Expense	192,745.56
Legal and professional fees	
professiona Services	387.50
Legal and professional fees - Other	55,526.96
Total Legal and professional fees	55,914.46
Marketing	
Business Cards	199.97
Trade Show	28,180.65
Marketing - Other	491,045.82
Total Marketing	519,426.44
Meals and Entertainment	
Facility Lunch	2,364.32
Meals and Entertainment - Other	408.29
Total Meals and Entertainment	2,772.61
Medical	1,552.50
Medisoft	
Add qualifier	90.00
Claim Frequency Issue	90.00
Facility modification	270.00
Facility not printing on paper	90.00
Global logins	90.00
HCFA switching boxes	90.00
Issue with Aging Report	90.00
Issue with box	90.00
Jamaica - Scott Delmarr	90.00
Log in Issue	90.00

Billing Solutions, LLC
Profit & Loss
January through December 2014

	Jan - Dec 14
Mouse	23.39
Mouse Pad	13.05
New Desk	605.45
Notebook	30.57
Notepad	72.99
Office Decor	1,963.73
Office Supplies	4,527.15
Page Markers	43.73
Paper Checks	73.99
Paper Clips	4.13
Paper Towels	675.63
Plastic Forks & Knives	63.82
Post-it Note Pads	175.57
Preinked Stamp	136.72
Reference Book	662.92
Rubber Bands	3.90
Rubber Stamps	27.82
Rug Cleaning	75.74
Ruler	3.56
Sales Tax	196.32
scissors	5.07
Scrub Sponges	3.79
Service Charge	40.60
Shelf	257.82
Shipping Charges	544.96
Shred	2,125.00
Shredder	149.99
Shredder Lubricant Sheet	9.99
Sortwik	2.35
Space Heater	30.56
Staple Remover	5.56
Stapler	12.73
Storage Boxes	121.39
Super Glue	3.49
Tape Dispenser	3.35
tape measure	10.84
Toilet Paper	612.62
Toilet Seat Covers	42.60
Toner Cartidge	1,059.52
Trash Bags	149.88
Wastebasket	15.75
White Noise Machine	134.95
Windex	7.58
Office expenses - Other	31,671.64
Total Office expenses	52,103.16

Billing Solutions, LLC
Profit & Loss
January through December 2014

	Jan - Dec 14
Office Phone	
Cell Phones	
Battery Charger	22.32
Cell Phones - Other	7,670.77
Total Cell Phones	7,693.09
Fax line	149.92
Phone	18,526.46
phone equipment	22,107.09
phone maint.	527.72
Office Phone - Other	4,004.46
Total Office Phone	53,008.74
Office Rent	69,156.00
Payroll Expenses	2,422,484.35
Payroll Tax expense	71,138.97
Petty Cash	300.00
Postage and Delivery	
1-Day Flat Rate Envelope	717.80
2-Day Flat Rate	7,065.68
3-Day Flate Rate Envelope	7.40
FedEx	2,485.34
Meter Rental	104.91
Shipping Labels	162.39
UPS	209.75
Postage and Delivery - Other	12,498.42
Total Postage and Delivery	23,251.69
Recruiting Costs	5,043.00
Repairs and maintenance	
Office Maint.	
Building keys	43.12
Security System	939.67
Office Maint. - Other	2,186.98
Total Office Maint.	3,169.77
Service Contracts	3,043.00
Tenant Improvements	500.00
Repairs and maintenance - Other	141.31
Total Repairs and maintenance	6,854.08
Travel	
Travel-Air	56,885.19
Travel-Car rental	18,707.81
Travel-Hotel	41,017.59

Billing Solutions, LLC
Profit & Loss
January through December 2014

	Jan - Dec 14
Travel-Limo Service	775.30
Travel-Meals	23,444.51
Travel-Parking	1,365.80
Travel - Other	4,349.30
Total Travel	146,545.50
Utilities	9,431.90
Total Expense	4,149,890.08
Net Ordinary Income	1,931,225.43
Other Income/Expense	
Other Income	
Other Income	14,948.99
Total Other Income	14,948.99
Other Expense	
Other Expenses	3,000.00
Total Other Expense	3,000.00
Net Other Income	11,948.99
Net Income	1,943,174.42

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Accrual Basis

Billing Solutions, LLC
Balance Sheet
As of December 31, 2015

	Dec 31, 15	
ASSETS		
Current Assets		
Checking/Savings		445,872.95
Accounts Receivable		815,816.27
Other Current Assets		86,475.79
Total Current Assets		1,348,165.01
Fixed Assets		
Accumulated Depreciation		-289,135.00
company cars		261,384.00
Computer Equipment		159,098.01
Office Copier		6,476.43
Office Furnishing		60,485.68
Total Fixed Assets		198,309.12
TOTAL ASSETS		1,546,474.13
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		578.88
Credit Cards		102,129.85
Total Current Liabilities		102,708.73
Long Term Liabilities		
Vehicle Loans		
Vehicle Loans -2015 Toyota	22,500.15	
Vehicle Loans - Other	151,199.34	
Total Vehicle Loans		173,699.49
Total Long Term Liabilities		173,699.49
Total Liabilities		276,408.22
Equity		
Owner's Capital		94,052.27
Retained Earnings		199,272.13
Share Holder Distribution		-940,886.82
Net Income		1,917,628.33
Total Equity		1,270,065.91
TOTAL LIABILITIES & EQUITY		1,546,474.13

Billing Solutions, LLC
Profit & Loss
December 2015

	Dec 15	Jan - Dec 15
Ordinary Income/Expense		
Income	800,994.52	7,626,099.48
Gross Profit	800,994.52	7,626,099.48
Expense		
Accounting Fee	5,180.00	52,899.80
Advertising	0.00	5,468.40
Bank fees	0.00	385.24
Car and Truck Expenses	5,829.84	69,777.88
Consulting Fees	0.00	88,383.41
Continue education	0.00	20,657.88
Contract labor	75,513.86	450,190.62
Depreciation Expense	27,131.25	30,739.00
Donations	2,000.00	32,200.00
Employee benefit programs	12,100.93	168,770.92
Entertainment	0.00	16,270.00
Equipment Leasing	3,931.16	135,000.00
gifts	3,652.77	15,521.65
Insurance	634.87	101,691.16
Interest (other than mortgage)	478.32	2,435.98
Internet	218.50	2,681.70
IT Expense	10,158.66	171,107.83
Legal and professional fees	79,349.90	363,832.03
Marketing	113,915.00	450,563.16
Meals and Entertainment	2,127.94	16,014.58
Medical	150.00	1,850.00
Medisoft	4,275.00	37,969.00
Memberships	0.00	1,710.00
moving expense	0.00	5,050.02
Office expenses	8,100.37	100,033.69
Office Phone	2,464.04	34,208.30
Office Rent	11,600.00	121,248.00
Payroll Expenses	355,365.53	2,827,628.48
Petty Cash	-1,600.00	0.00
Postage and Delivery	2,915.80	21,250.33
Recruiting Costs	10.50	12,563.71
Repairs and maintenance	1,745.50	9,401.92
Travel	35,470.66	320,419.33
Utilities	2,114.61	20,547.23
Total Expense	764,725.01	5,708,471.15
Net Ordinary Income	36,269.51	1,917,628.33
Net Income	36,269.51	1,917,628.33

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ccrual Basis

Spectrum Asset Management and Leasing LLC
Balance Sheet
As of December 31, 2015

	Dec 31, 15	Dec 31, 14
ASSETS		
Current Assets		
Checking/Savings		
Chase Business Checking	70,013.60	45,634.70
Total Checking/Savings	70,013.60	45,634.70
Total Current Assets	70,013.60	45,634.70
Fixed Assets		
Accumulated Depreciation	-58,215.08	-9,212.52
Furniture and Equipment	58,215.08	9,212.52
Total Fixed Assets	0.00	0.00
TOTAL ASSETS	70,013.60	45,634.70
LIABILITIES & EQUITY		
Equity		
Members Draw	-40,000.00	0.00
Members Equity	44,634.70	0.00
Opening Balance Equity	1,000.00	1,000.00
Net Income	64,378.90	44,634.70
Total Equity	70,013.60	45,634.70
TOTAL LIABILITIES & EQUITY	70,013.60	45,634.70

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01/25/16

Accrual Basis

Spectrum Asset Management and Leasing LLC
Profit & Loss
January through December 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	
Rental Income	135,000.00
Total Income	135,000.00
Expense	
Accounting Fee	625.00
Automobile Expense	760.52
Computer and Internet Expenses	1,137.68
Depreciation Expense	49,002.56
Insurance Expense	8,628.55
Interest Expense	3.13
IT Expense	0.00
Office Supplies	6,050.80
Payroll Expenses	494.87
Professional Fees	3,591.57
Repairs and Maintenance	326.42
Total Expense	70,621.10
Net Ordinary Income	64,378.90
Other Income/Expense	
Other Expense	
Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	64,378.90

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01/25/16
Accrual Basis

Spectrum Employee Management
Balance Sheet
As of December 31, 2015

	Dec 31, 15	Dec 31, 14
ASSETS		
Current Assets		
Checking/Savings		
Chase Checking 6508	47,182.27	12,515.83
Total Checking/Savings	47,182.27	12,515.83
Accounts Receivable		
Accounts Receivable	0.00	-1,532.10
Total Accounts Receivable	0.00	-1,532.10
Total Current Assets	47,182.27	10,983.73
TOTAL ASSETS	**47,182.27**	**10,983.73**
LIABILITIES & EQUITY		
Equity		
Members Equity	10,983.73	1,000.00
Shareholder Distribution	-5,000.00	0.00
Net Income	41,198.54	9,983.73
Total Equity	47,182.27	10,983.73
TOTAL LIABILITIES & EQUITY	**47,182.27**	**10,983.73**

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01/25/16

Accrual Basis

Spectrum Employee Management
Profit & Loss
January through December 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	
Services Income	234,454.98
Total Income	234,454.98
Expense	
Accounting Fee	625.00
Insurance Expense	4,938.50
Payroll Expenses	187,692.94
Total Expense	193,256.44
Net Ordinary Income	41,198.54
Net Income	41,198.54

Membership Interest Purchase Agreement

Schedule 4.6.2 – Financial Statements

NONE

Membership Interest Purchase Agreement
Schedule 4.7 – Subsequent Events

None

Membership Interest Purchase Agreement

Schedule 4.7.10 – Subsequent Events

NONE

Membership Interest Purchase Agreement

Schedule 4.8 – Undisclosed Obligations

None

Membership Interest Purchase Agreement

Schedule 4.10 – Litigation

None

Membership Interest Purchase Agreement

Schedule 4.11 – Customer Contracts and Agreements

Billing Solutions, LLC
CUSTOMER CONTRACTS

Facility Name	Date of Execution	Term	End Date
A Change Counseling Services, Inc.	01/27/15	Perpetuity, terminated upon 60 days written notice	
A Sober Way Home; A Sober Way Sky House	01/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
A Sober Way Sky House	01/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
A Step in the Right Direction	Waiting for signatures		
Addictions NW, LLC	06/01/14	Perpetuity, terminated upon 60 days written notice	
Aquila Recovery Clinic	06/06/14	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Ashwood Recovery	11/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Aspen Ridge Recovery	03/24/15	Perpetuity, terminated upon 60 days written notice	
Blueprints Therapeutic Services, LLC	07/06/05	Perpetuity, terminated upon 60 days written notice	
The Bridges Network	01/01/13 06/01/14	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Bridging the Gaps, Inc.	06/01/14	Perpetuity, terminated upon 60 days written notice	
Carleton Recovery Centers	01/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Cascade Heights Recovery, LLC	09/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
CCR-OTC, LLC (aka Canyon Crossing)	02/01/15 04/29/15	Perpetuity, terminated upon 60 days written notice	
Chapter 5 Counseling Center LLC, Chapter 5; Chapter 5 Men; Chapter 5 Women	05/01/14	Perpetuity, terminated upon 60 days written notice	
Clean Adventures of Sober Living	01/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	Active, but have ceased sending any new billing for several months
Community Behavioral Health Solutions LLC	08/25/14	Perpetuity, terminated upon 60 days written notice	
Core Recovery			Recently terminated. Will continue to collect on outstanding AR
Crownview Co-Occuring Institute	Waiting for signatures		
Decision Point Inc.	02/28/14	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Desert Cove Recovery Center LLC	01/01/13 07/01/15	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Doorway to Recovery (dba Doorway to Recovery; Abracadabra Counseling; and Renton A Change)	11/19/14	Perpetuity, terminated upon 60 days written notice	

Facility Name	Date of Execution	Term	End Date
Dual Recovery Solutions LLC (aka Viewpoint)	05/15/12	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Embark Recovery LLC	04/01/15	Perpetuity, terminated upon 60 days written notice	
Freedom Recovery Center, LLC	04/12/13 06/01/15	Perpetuity, terminated upon 60 days written notice	5/31/2015 Provided 90 day termination notice dated 9/4/15. Will continue to collect on all billed claims with DOS 12/3/15 and prior after termination
Goforth Inspired, LLC	03/20/15	Perpetuity, terminated upon 60 days written notice	
Grace Recovery Centers, LLC	11/25/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Group Conscience (dba Pemarro Recovery)	08/22/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
The Haven and The Haven Out-Patient Clinic (Arizona)	09/01/13 05/18/15	Perpetuity, terminated upon 60 days written notice	
The Haven Detox Center LLC (Washington)	07/01/15	Perpetuity, terminated upon 60 days written notice	
Just One Recovery	07/17/13	Perpetuity, terminated upon 60 days written notice	
Liberty Bay Recovery Center	04/01/15	Perpetuity, terminated upon 60 days written notice	
New Found Life, Inc.	05/23/14	Perpetuity, terminated upon 60 days written notice	
New Freedom Recovery Center LLC	03/01/14	Perpetuity, terminated upon 60 days written notice	
North Ridge Counseling LLC	07/11/13	Perpetuity, terminated upon 60 days written notice	
Northpoint Recovery LLC	05/01/15	Perpetuity, terminated upon 60 days written notice	
Novus Center for Molecular Diagnostics	10/21/14	Perpetuity, terminated upon 60 days written notice	
Oasis Addiction Counseling			Recently terminated
Odyssey House of Utah	06/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Olympic Recovery Center LLC	12/04/14	Perpetuity, terminated upon 60 days written notice	
Orange County Recovery Services LLC	11/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Pacific Shores Recovery, LLC	05/27/12	Perpetuity, terminated upon 60 days written notice prior to annual renewal	Contract terminated 12/24/14. Collecting on some outstanding receivables. Little revenue will be generated going forward
Partners Project, Inc. (dba Sober Partners Network)	11/19/14	Perpetuity, terminated upon 60 days written notice	

Facility Name	Date of Execution	Term	End Date
Perspectives II, LLC	01/08/15	Perpetuity, terminated upon 60 days written notice	
Prescott Detox Services LLC (aka Arizona Detox)	04/23/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Prescott House, Inc.	07/13/12	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
PsychNow LLC	07/15/15	Perpetuity, terminated upon 60 days written notice	
Red Rocks Recovery Centers, LLC	06/01/15	Perpetuity, terminated upon 60 days written notice	Provided 90 day termination notice dated 9/4/15. Will continue to collect on all billed claims with DOS 12/3/15 and prior after termination
Reflections Recovery Center, LLC (AZ)	08/18/14 09/01/15	Perpetuity, terminated upon 60 days written notice	
Reflections Recovery Center, LLC (CA)	03/28/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	Terminated - 2014 (CA)
Right Now Recovery LLC (dba Seacliff Recovery Center)	01/01/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Roots Counseling Services LLC	07/18/14 06/01/15	Perpetuity, terminated upon 60 days written notice	Provided 90 day termination notice dated 9/4/15. Will continue to collect on all billed claims with DOS 12/3/15 and prior after termination
Serenity Peaks Recovery Center LLC	08/01/15	Perpetuity, terminated upon 60 days written notice	
Sierra Asset Management, LLC dba Sheriden Gardens	10/09/15	Perpetuity, terminated upon 60 days written notice	
Simple Recovery Inc	01/31/13	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Sound Recovery Centers, LLC	11/11/12	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Spokane Heights Detox LLC	02/18/15	Perpetuity, terminated upon 60 days written notice	
Springboard Counseling Services, LLC	11/03/14	Perpetuity, terminated upon 60 days written notice	
Stepping Stone of San Diego, Inc.	10/10/14	Perpetuity, terminated upon 60 days written notice	
Surf City Recovery	01/15/14	Perpetuity, terminated upon 60 days written notice prior to annual renewal	
Triple Peaks Recovery Center, LLC	08/01/15	Perpetuity, terminated upon 60 days written notice	
TRU Recovery Solutions, LLC	09/01/14 06/01/15	Perpetuity, terminated upon 60 days written notice	
True Accountability, LLC	08/19/14	Perpetuity, terminated upon 60 days written notice	
Vitae Diagnostics (fka Kashi)	Waiting for signatures		

Billing Solutions, LLC
CUSTOMER CONTRACTS

Facility Name	Date of Execution	Term	End Date
Wavelengths Recovery Inc.	07/21/15	Perpetuity, terminated upon 60 days written notice	

Membership Interest Purchase Agreement

Schedule 4.12.1 – Service Contracts and Other Contracts

1. Business Associate Agreement - 4D Global, Inc.
2. Independent Contractor Agreement - 4D Global, Inc.
3. 4D Global, LLC Invoices to Billing Solutions, LLC, Nos. 13 & 17
4. Sir Speedy Document Shredding Agreement
5. Billing Solutions/Pino Marinelli Independent Contractor Agreement dated 02/22/16
6. Panacean Technologies, LLC Business Associate Agreement
7. Periti Solutions, LLC - HIPAA Business Associate Agreement

Membership Interest Purchase Agreement

Schedule 4.12.2 – Service Contracts and Other Contracts

See Schedule 4.12.1

Membership Interest Purchase Agreement

Schedule 4.13.2 – Personal Property

None

Membership Interest Purchase Agreement

Schedule 4.13.3 – Personal Property

None

Membership Interest Purchase Agreement
Schedule 4.13.4 – Personal Property

1. AZ Tradename Certification
2. Domain: www.billingsolutions.net

STATE OF ARIZONA
Department of State

MICHELE REAGAN
Secretary of State
State of Arizona

TRADE NAME CERTIFICATION

BILLING SOLUTIONS

I, Michele Reagan, Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

BILLING SOLUTIONS LLC
7001 NORTH SCOTTSDALE ROAD
SUITE 2060
SCOTTSDALE AZ 85253-

2/5/2016 Application

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

Registration Date: 02/05/2016

Expiration Date: 2/5/2021

Date First Used: 9/16/2010

Trade Name No.: 638514

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 5 day of February, 2016.

Michele Reagan

MICHELE REAGAN

Membership Interest Purchase Agreement

Schedule 4.13.5 – Personal Property

Software Registration

Purchaser Information:

Practice/Registration Name:	BILLING SOLUTIONS
Physician/Contact Name:	James Rizzo
Practice Speciality:	Billing Service
Street Address:	PO Box 12667
City:	Prescott
State:	AZ
Zip:	86304
Phone:	(928)778-4600
Fax:	
E-mail:	jrizzo@medbillsolutions.biz
Number of Users:	100
Customer Number:	
Value-Added Reseller Name:	Microwize Technology

Product Name	Version

Product Name	Version	Serial Number	Registration Code
Medisoft Network Professional	20	18180121447401	25BF30C7E1B0

microwize technology

Phone: 800.955.0321
Fax: 800.304.1101
Web: www.microwize.com

Terms and Conditions

The services you are requesting will be performed under the following terms and conditions. This is the complete agreement between the Client and Microwize Technology, Inc. ("Microwize").

Definitions:

- Hardware – All computers, servers, printers, scanners, modems, network equipment and other computer peripherals.
- Software – All computer applications and utilities running on a computer locally or remotely.
- Media – Computer hard disks, CDs, tapes, flash drives, and other computer storage methods.
- Server – A computer that holds any application data.
- Electronic Services – Any service relating to electronic medical claims submission, eligibility verification, claims management, claims status, etc.

All Sales Are Final: Due to the nature of products and services offered by Microwize, no returns, exchanges or refunds are available. Microwize makes no guarantees or warranties as to the feasibility of any product for a specific application. Please evaluate the software before your purchase by reading product details and downloading our trial and self-running demos at www.microwize.com

Client Information: Client shall maintain records of all hardware and software manuals, disks, certificates, serial numbers, passwords and any other materials provided by the manufacturer in order to use, register or upgrade a given hardware or software product.

System Requirements: It is the client's responsibility to make sure the servers, workstations, printers and other hardware are compliant with the software versions being purchased. Newer versions of software may require hardware upgrades or replacement. The system requirements may be obtained from any Microwize representative or at our website at http://specifications.microwize.com

Backup and Data Protection: Due to the volatility of computers, disks, electrical power and other natural events, data corruption, damage or loss may occur. Therefore, the client agrees that they will maintain a current backup of all programs and data. Microwize recommends a daily backup of all critical data. Client will ensure that the backup method provides a reliable backup and will periodically test these backups and the media. Microwize cannot be responsible for data damage or data loss. As per HIPAA regulations, client shall maintain offsite backups. Microwize recommends a secure, online backup solution that transfers data to a remote server.

Power Protection: Power fluctuations cause data damage or loss. Client shall purchase and maintain reliable Uninterruptible Power Supply for all its data servers.

Antivirus & Malicious software: Client agrees to protect all hardware, whether connected to the Internet or not, with Antivirus and Anti-spyware software in order to protect all software and data from attacks. Because software is continually developed and modified, Client shall also maintain said software with all the latest updates as per manufacturer instructions.

ELECTRONIC SERVICES

Client acknowledges having a choice of methods to process electronic services with insurance carriers, including but not limited to third party claims clearinghouses and direct claims submissions. Upon the client's request, Microwize may make recommendations or assist in setting up such claims services. Under no circumstances shall this be construed as an approval or endorsement of said services. Client is responsible for researching available electronic claims solutions and agrees to maintain a separate agreement with these claims services and shall not hold Microwize liable for any claims, losses or disputes arising from that relationship.

SUPPORT SERVICES

Some software and services purchased from Microwize Technology, Inc. may include limited free support. Most free support is available through our website/email, unless otherwise specified. If you require more advanced technical support or require telephone assistance, additional consulting services or a support plan may be required. We reserve the right to change our support policy at any time without prior notice.

INSTALLATION TERMS & CONDITIONS

PLEASE READ: IF YOU CHOOSE TO HAVE MICROWIZE PERFORM ANY INSTALLATION OR SERVICES, YOU ACCEPT THE TERMS AND CONDITIONS STATED BELOW.

Installation

You must make every attempt to safeguard your data during installation or upgrades. Microwize Technology, Inc. does not assume responsibility for loss of data. All data should be backed up on a regular basis and should always be backed up before you perform installations or upgrades. We are not responsible for any loss of data.

Release and Consent

Client hereby grants Microwize a non-exclusive permission and without compensation to use its name, logo, graphic images, comments, and testimonials for promotional purposes such as, but not limited to, Internet website, brochures, advertisements, training materials, reference letters, broadcasts and other public displays. Such permission shall have no expiration date unless otherwise rescinded in writing.

DISCLAIMER OF WARRANTIES

To the extent allowed by local law, this software is provided to you "as is" without warranties or conditions of any kind, whether oral or written, express or implied. Microwize and any third party who makes its software disclaim any responsibility for any harm resulting from your use (or use by your employees, agents or contractors) of any hardware or software product purchased from Microwize. Microwize specifically disclaims any implied warranties or conditions of merchantability, satisfactory quality, non-infringement and fitness for a particular purpose.

LIMITATION OF LIABILITY

Except to the extent prohibited by local law, in no event will Microwize Technology, Inc., or its employees or officers be liable for direct, special, incidental, consequential, punitive or other damages (including but in no way limited to lost profit, lost data, or downtime costs), arising out of the use, inability to use, or the results of use of the software, whether based in warranty, contract, tort or other legal theory, and whether or not advised of the possibility of such damages. Your use of the software is entirely at your own risk. Should the software prove defective, you assume the entire cost of all service, repair or correction.

Miscellaneous Provisions

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to the conflict of laws or provisions of New Jersey or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Microwize and/or a third party who make its software.

Arbitration

Any dispute arising out of this agreement shall be subject to binding arbitration under the rules of the American Arbitration Association (AAA) in a location close to Microwize headquarters. The substantially prevailing party shall be reimbursed for all fees associated with arbitration by the non-prevailing party.

Accepted by:

Client Signature/Full Name | Company Name | Date

BILLING SOLUTIONS/RIZZO – SYNCORDIA

Medisoft Response – HIPAA Compliance/Security

HIPAA Medisoft Version 20

ANSI Claims/encounters, eligibility verification, enrollment, and related transactions: American National Standards Institute ANSI X12N . Medisoft uses ANSI 5010 format as required by HIPAA.

NPI The unique identifier for providers is the National Provider Identifier, which was developed by HCFA for use in the Medicare system. The final provider identifier standard is not expected to change from the proposed rule. It will probably have 10 numeric positions with a check digit as the tenth digit. Implementation of this standard will require DHHS to establish a system to assign the identifiers, and this may be Web-based. Medicare PayerID to all health plans nationwide. It is expected to have 10 numeric positions with a check digit in the tenth position.
The employer identifier is based on the de facto standard, the Internal Revenue Service assigned Employer Identification Number (EIN). The EIN has nine numeric positions.

Security Medisoft version 20 has an option to enable Security Automatic Logoff with number of minuets you allowed.

Medisoft Integrated (RelayHealth) clearinghouses, transmit or maintain electronic health information do conduct a risk assessment and develop a security plan to protect this information. They must also document these measures, keep them current, and train their employees on appropriate security procedures.

Backup Medisoft has a built-in backup; at Microwize we recommend our cloud backup for additional monthly fee starting at $14.95/month.

Associate Agreement Microwize will provide upon request a HIPAA associate Agreement for any protect entity.

Membership Interest Purchase Agreement

Schedule 4.13.6 – Personal Property

8 - Major Applications

This section contains a listing of major applications with corresponding version numbers and number of computers the application was detected on. Applications that appear on more than 3 computers are highlighted for easy recognition.

BILLSOL.LOCAL

Windows Applications

Application Name	Version	# Computers	Computers
Lenovo Photo Master	1.0	2	EQ3940, EQ3941
ABBYY FineReader for ScanSnap (TM) 4.1	8.02	4	EQ2650, ACER-BS-001, ACER-BS-2, EQ3018, ...
ABBYY FineReader for ScanSnap (TM) 5.0	11.0	13	BS2476-PC, BS2479A-PC, BS-ACER-22, ACER-NICHOLE, BS-MATT, CT1453S-PC, EQ2349, ...
Able2Extract 8.0	8.0	2	BS2479A-PC, EQ2353
Able2Extract Professional 10.0	10.0	3	EQ3940, RAS, WHITNEY-LAPTOP
Able2Extract Professional 8.0	8.0	2	BS2479A-PC, EQ2928
Able2Extract Professional 9.0	9.0	1	KEVIN-PC2
Able2Extract Professional 9.2	9.2	1	EQ3673
Absolute Reminder	2.0	1	EQ2349
Acer Backup Manager	3.0	9	BS-ACER21, BS-MATT, ACER0001, ACER-BS-001, ACER-BS-2, ...
Acer Crystal Eye Webcam	1.0	13	ACER0001, ACER-BS-001, ACER-BS-2, ...
Acer Crystal Eye Webcam	1.5	10	ACER-102913, BS2476-PC, BS2479A-PC, ...
Acer ePower Management	6.00	26	ACER0001, ACER-BS-001, ACER-BS-2, ACER-102913, BS2476-PC, BS2479A-PC, ...
Acer eRecovery Management	5.00	11	ACER0001, ACER-BS-001, ACER-BS-2, ...
Acer eRecovery Management	5.01	14	ACER-102913, BS2476-PC, BS2479A-PC, EQ-18JUL14, EQ-3178, EQ3244-PC, EQ3520, ...
Acer Launch Manager	7.00	1	EQ3520
Acer Registration	1.04	2	EQ2097, EQ3520
Acer ScreenSaver	1.1	4	ACER-BS-001, ACER-BS-2, BS-ACER-22, ...
Acer Updater	1.02	3	EQ2636, EQ3244-PC, EQ3520
Acer VCM	4.05	11	ACER0001, ACER-BS-001, ACER-BS-2, ...
Acronis Backup 11.5 Agent Core	11.5	1	VIDEO
Acronis Backup 11.5 Agent for Windows	11.5	1	VIDEO
Acronis Backup 11.5 Bootable Media Builder	11.5	1	VIDEO
Acronis Backup 11.5 Command-Line Tool	11.5	1	VIDEO
Acronis Backup 11.5 Management Console	11.5	1	VIDEO

Application Name	Version	# Computers	Computers
Acronis Backup 11.5 Tray Monitor	11.5	1	VIDEO
Administrative Templates for Windows Server 2012 R2	1.0	1	BDC
Adobe Acrobat DC	15.010	1	ACER-102913
Adobe Acrobat Reader DC	15.009	1	EQ3498-PC
Adobe Acrobat Reader DC	15.010	8	ACER-BS-001, EQ2992, BS-ACER21, EQ2349, EQ2580, ...
Adobe Acrobat X Standard - English, Français, Deutsch	10.1	1	ACER-NICHOLE
Adobe Acrobat XI Standard	11.0	10	BS-ACER-22, EQ-18JUL14, EQ3673, EQ2353, EMILY-PC, EQ2635, EQ2349, EQ2650, WHITNEY-LAPTOP, ...
Adobe AIR	16.0	1	WHITNEY-LAPTOP
Adobe AIR	18.0	1	EQ4338
Adobe AIR	20.0	1	EQ4334
Adobe AIR	3.4	5	EQ2352, EQ2790, EQ2992, ...
Adobe AIR	3.9	4	EQ2349, EQ2353, EQ3018, EQ2986, ...
Adobe Flash Player 10 ActiveX	10.3	1	CT14535-PC
Adobe Flash Player 11 ActiveX	11.5	1	EMILY-PC
Adobe Flash Player 11 ActiveX	11.6	1	ACER-BS-001
Adobe Flash Player 11 ActiveX	11.7	1	BS-ACER21
Adobe Flash Player 11 ActiveX	11.9	1	ACER-102913
Adobe Flash Player 11 ActiveX 64-bit	11.2	3	EQ-18JUL14, EQ3244-PC, EQ3520
Adobe Flash Player 12 ActiveX	12.0	1	S6942
Adobe Flash Player 14 ActiveX	14.0	1	EQ4271
Adobe Flash Player 17 NPAPI	17.0	1	PDC
Adobe Flash Player 20 ActiveX	20.0	30	S6892A, ACER0001, ACER-BS-2, ACER-NICHOLE, ...
Adobe Flash Player 20 NPAPI	20.0	7	S6892A, EQ2097, EQ2349, EQ2635, ...
Adobe Reader X (10.1.0) MUI	10.1	1	EQ-3178
Adobe Reader X (10.1.10) MUI	10.1	1	EQ2353
Adobe Reader X (10.1.13)	10.1	1	EQ2491A
Adobe Reader X (10.1.13) MUI	10.1	1	EQ2097
Adobe Reader X (10.1.14)	10.1	1	RASERVER
Adobe Reader X (10.1.14) MUI	10.1	1	EQ-18JUL14
Adobe Reader X (10.1.16)	10.1	1	S6892A
Adobe Reader X (10.1.16) MUI	10.1	8	ACER0001, EQ2352, EQ2636, ...
Adobe Reader X MUI	10.0	1	CT14535-PC
Adobe Reader XI (11.0.01)	11.0	1	EMILY-PC
Adobe Reader XI (11.0.02)	11.0	1	CHRISTINE-PC
Adobe Reader XI (11.0.03)	11.0	2	BS-ACER-22, BS-MATT
Adobe Reader XI (11.0.04) MUI	11.0	1	EQ4271
Adobe Reader XI (11.0.05)	11.0	1	ACER-BS-2
Adobe Reader XI (11.0.06)	11.0	1	ACER-NICHOLE
Adobe Reader XI (11.0.09)	11.0	1	S6935

Application Name	Version	# Computers	Computers
Adobe Reader XI (11.0.10)	11.0	2	EQ2635, RAS
Adobe Reader XI (11.0.10) MUI	11.0	1	WHITNEY-LAPTOP
Adobe Reader XI (11.0.11) MUI	11.0	1	EQ3520
Adobe Reader XI (11.0.13)	11.0	3	BS2476-PC, EQ3673, S6942
Adobe Reader XI (11.0.14)	11.0	7	ACER-102913, BS2479A-PC, FPSERVER, ...
Adobe Reader XI (11.0.14) MUI	11.0	1	EQ4334
Adobe Shockwave Player 11.6	11.6	13	ACER-102913, ACER-NICHOLE, BS-ACER21, S6892A, S6935, S6944, ...
Adobe Shockwave Player 12.0	12.0	4	ACER-BS-001, ACER-BS-2, ACER0001, S6942, ...
Advanced IP Scanner 2.3	2.3	1	RASERVER
Advantage Data Architect v10.0	10.00	2	BS2476-PC, EQ2986
Advantage Data Architect v11.10	11.10	10	ACER-NICHOLE, EMILY-PC, EQ2928, EQ2986, MEDISOFT_SERVER, RAS, ...
Advantage Data Architect v9.0	9:00	7	ACER0001, ACER-BS-001, ACER-BS-2, ...
Advantage Database Server for Windows v11.10	11.10	1	MEDISOFT_SERVER
Advantage ODBC Driver v11.10	11.10	1	MEDISOFT_SERVER
Advantage OLE DB Provider v11.10	11.10	1	MEDISOFT_SERVER
Amazon 1Button App	1.0	1	EQ3941
AMD Catalyst Install Manager	8.0	2	EQ4334, WHITNEY-LAPTOP
Apple Application Support	3.0	1	EQ3673
Apple Application Support	3.1	1	EQ-3178
Apple Application Support (32-bit)	3.2	1	EQ3562
Apple Application Support (32-bit)	4.1	2	EQ2992, EQ2352
Apple Application Support (64-bit)	3.2	1	EQ3562
Apple Application Support (64-bit)	4.1	2	EQ2992, EQ2352
Apple Mobile Device Support	8.0	1	EQ-3178
Apple Mobile Device Support	8.2	1	EQ3562
Apple Mobile Device Support	9.1	2	EQ2352, EQ2992
Apple Software Update	2.1	5	EQ-3178, EQ3562, EQ3673, EQ2352, EQ2992, ...
Ask Shopping Toolbar	12.28	1	BS2479A-PC
Ask Toolbar	12.16	1	EQ2636
Ask Toolbar	12.29	1	BS2479A-PC
Ask Toolbar	12.38	1	EQ2650
ASUS Live Update	3.3	1	EQ3562
Atheros Driver Installation Program	9.0	3	EQ2491A, KEVIN-PC2, S6942
ATK Package	1.0	1	EQ3562
Avery Wizard 5.0	5.0	1	EQ2353
AX88772A & AX88772 Windows 7 Drivers	1.0	2	BS2479A-PC, EQ-3178
BestNotes CRM	1.0	20	ACER-102913, ACER-BS-001, ACER-NICHOLE, ...
Bing Bar	7.1	2	BS-MATT, EQ2349

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Bing Bar	7.3	1	S6935
Bonjour	3.0	3	EQ-3178, EQ3562, EQ3673
Bonjour	3.1	2	EQ2352, EQ2992
Broadcom 802.11 Network Adapter	5.100	2	EQ2491A, KEVIN-PC2
Broadcom Card Reader Driver Installer	15.0	10	ACER-102913, BS2476-PC, BS2479A-PC, ...
Broadcom Card Reader Driver Installer	16.0	3	EQ-18JUL14, EQ-3178, EQ3244-PC
Broadcom NetLink Controller	14.8	16	ACER0001, ACER-BS-001, ACER-BS-2, ...
Broadcom NetLink Controller	15.0	10	ACER-102913, BS2476-PC, BS2479A-PC, ...
Broadcom NetLink Controller	16.0	3	EQ-18JUL14, EQ-3178, EQ3244-PC
Broadcom Wireless Utility	5.100	9	ACER-102913, BS2476-PC, BS-ACER21, ...
BUFFALO AirStation Configuration Tool	2.0	1	FPSERVER
Call SWEET!	1.0	1	VOICE
Call SWEET! Live - Widgets	2.0	2	EQ3673, VOICE
CardMinder	V4.1L40	3	ACER-BS-001, ACER-BS-2, EQ3018
CardMinder	V5.0L10	3	BS-ACER-22, EMILY-PC, EQ3562
CardMinder	V5.1L10	1	EQ2635
CardMinder	V5.1L21	6	ACER-NICHOLE, BS2476-PC, BS2479A-PC, ...
CardMinder	V5.2L20	2	BS-MATT, EQ2353
CardMinder	V5.3L10	1	EQ2349
CCleaner	3.26	1	EQ2635
CCleaner	4.02	1	BS-MATT
CCleaner	4.16	3	ACER-NICHOLE, BS2479A-PC, EQ2353
CCleaner	4.17	23	ACER0001, ACER-102913, ACER-BS-001, ...
CCleaner	5.01	2	EQ2928, EQ3498-PC
CCleaner	5.06	1	EQ-18JUL14
CCleaner	5.13	1	EQ3940
CCSDK	1.1	1	EQ3941
Cisco WebEx Meetings		3	EQ2790, KEVIN-PC2, S6944
Citrix Online Launcher	1.0	21	BS-ACER-22, ACER-NICHOLE, EQ2097, BS2476-PC, EQ2992, EQ3498-PC, EQ2353, EQ2986, EQ3673, BS-MATT, KEVIN-PC2, S6935, ACER-BS-2, EQ2635, EQ2928, EMILY-PC, EQ2790, EQ3018, EQ-18JUL14, EQ4334, ...
Citrix Receiver	14.1	2	EQ2353, EQ2635
Citrix Receiver	14.2	6	BS2476-PC, EQ2097, EQ3244-PC, EQ3498-PC, JULIE-PC, KEVIN-PC2, ...
Citrix Receiver	14.3	5	ACER-102913, BS-ACER-22, CHRISTINE-PC, S6935, ...
Conexant HD Audio	8.54	7	EQ2349, EQ2352, EQ2353, ...
Conexant HD Audio	8.65	3	EQ3940, EQ3941, EQ4338
Conexant HD Audio	8.66	2	EQ4334, WHITNEY-LAPTOP
Corel WinDVD	10.0	18	ACER-BS-001, ACER-BS-2, ACER-NICHOLE, ACER-102913,

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			BS2476-PC, BS2479A-PC, ...
Create Recovery Media	1.20	9	EQ2349, EQ2352, EQ2353, ...
CutePDF Writer 3.0	3.0	1	EQ2650
CyberLink Media Suite Essentials	10.0	1	EQ3673
CyberLink Power2Go 8	8.0	2	EQ3940, EQ3941
CyberLink PowerDirector 10	10.0	2	EQ3940, EQ3941
CyberLink PowerDVD 10	10.0	7	EQ2349, EQ2352, EQ2353, ...
CyberLink PowerDVD 12	12.0	8	EQ-18JUL14, EQ-3178, EQ3244-PC, EQ3520, EQ4338, EQ4271, EQ4334, WHITNEY-LAPTOP, ...
CyberLink WaveEditor	1.0	2	EQ4334, WHITNEY-LAPTOP
D-Link DUB-E100 USB2.0 Ethernet Adapter	1.02	1	CT14535-PC
Data Lifeguard Diagnostic for Windows 1.25		1	EQ2992
Dell Backup and Recovery	1.8	1	EQ3673
Dell Digital Delivery	2.9	1	EQ3673
Dell Product Registration	2.42	1	EQ3673
Dell Touchpad	18.0	1	EQ3673
Dell Update	1.0	1	EQ3673
Dell WLAN and Bluetooth Client Installation	10.0	1	EQ3673
DisplayLink Core Software	5.5	1	CHRISTINE-PC
DisplayLink Core Software	7.0	1	EQ4271
DisplayLink Core Software	7.5	1	EQ4338
DisplayLink Core Software	7.6	7	ACER0001, ACER-102913, ACER-BS-2, ...
DisplayLink Core Software	7.7	9	ACER-BS-001, ACER-NICHOLE, CT14535-PC, ...
DisplayLink Core Software	7.9	3	EQ3673, S6892A, S6935
DisplayLink Graphics	5.6	7	ACER-BS-001, CHRISTINE-PC, CT14535-PC, ...
DisplayLink Graphics	7.0	8	ACER0001, ACER-BS-2, ACER-NICHOLE, ...
DisplayLink Graphics	7.9	3	EQ3673, S6892A, S6935
Dolby Advanced Audio v2	7.2	1	EQ4338
Dolby Audio X2 Windows API SDK	0.5	2	EQ4334, WHITNEY-LAPTOP
Dolby Audio X2 Windows APP	0.5	2	EQ4334, WHITNEY-LAPTOP
Dolby Digital Plus Advanced Audio	7.5	2	EQ3940, EQ3941
Dragon NaturallySpeaking 12	12.50	1	EQ2636
Dropbox	3.14	4	BS2476-PC, EMILY-PC, EQ2986, ...
Dual Monitor 1.22	1.22	2	EQ2353, S6935
Easy Clocking Basic	1.0	2	EQ2635, EQ2992
eBridge Print Driver 4.3.11.0613		2	BS-MATT, EMILY-PC
Emulex Pilot/G200e Graphics Driver (remove only)		1	PDC
EPSON XP-410 Series Printer Uninstall		1	EQ3673
Error Recovery Guide for fi-6x30Z/fi-6x40Z	4.0	2	EMILY-PC, EQ2650

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ETDWare PS/2-X64 10.6.9.9_WHQL	10.6	10	ACER-102913, BS2476-PC, BS2479A-PC, ...
ETDWare PS/2-X64 11.6.23.203_WHQL	11.6	2	EQ-18JUL14, EQ-3178
Evernote v. 4.5.1	4.5	4	ACER-BS-001, ACER-BS-2, BS-ACER-22, ...
Evernote v. 4.5.2	4.5	1	BS-ACER21
Extended Asian Language font pack for Adobe Reader XI	11.0	1	ACER-NICHOLE
fi-Scanner manuals for fi-6x30Z/fi-6x40Z	1.01	2	EMILY-PC, EQ2650
FormMax Evaluation 3.5		1	EQ3673
Fujitsu ScandAll PRO ScanSnap mode Add-in	1.0	2	EMILY-PC, EQ2650
Fujitsu ScandAll PRO V2.0.1	2.0	2	EMILY-PC, EQ2650
Gadwin PrintScreen	4.7	3	ACER-BS-2, EQ2650, S6944
Global VPN Client	4.9	4	BS-MATT, EQ2097, EQ2353, ...
Google Chrome	37.0	3	EQ-18JUL14, EQ2635, BS-MATT
Google Chrome	42.0	1	EQ2349
Google Chrome	48.0	33	ACER0001, ACER-102913, ACER-BS-001, ...
Google Earth	7.1	1	EQ2352
Google Toolbar for Internet Explorer	1.0	24	ACER0001, ACER-102913, ACER-BS-001, ...
GoToAssist Corporate	11.3	1	EQ3673
GoToAssist Customer 2.2.0.758	2.2	1	EQ2986
GoToAssist Customer 2.6.0.948	2.6	5	ACER-BS-2, EQ3562, PDC, ...
Handset USB Driver	5.2088	1	EQ2353
HOSPITAL EMC	5.0	3	BS-MATT, S6892A, S6944
HP Color LaserJet Pro MFP M277	14.0	3	BS-ACER-22, EQ3673, WHITNEY-LAPTOP
HP Deskjet 1000 J110 series Basic Device Software	28.0	1	S6935
HP Deskjet 1000 J110 series Help	140.0	1	S6935
HP Deskjet 1000 J110 series Product Improvement Study	28.0	1	S6935
HP ENVY 4500 series Basic Device Software	32.3	1	EQ2353
HP ENVY 4500 series Help	30.0	1	EQ2353
HP LaserJet 400 M401	5.0	7	ACER-102913, BS-MATT, EQ-18JUL14, ...
HP LaserJet Pro M201-M202	12.0	4	EQ2352, EQ2353, EQ3673, ...
HP LaserJet Pro MFP M127-M128	8.0	2	ACER-BS-2, EQ2992
HP LaserJet Professional M1530 MFP Series	15.0	2	BS2479A-PC, EQ3941
HP LaserJet Professional P1100-P1560-P1600 Series		14	ACER0001, ACER-BS-001, BS-MATT, ...
HP LJ M1530 MFP Series HP Scan	1.0	2	BS2479A-PC, EQ3941
HP Officejet Pro 251dw Printer Basic Device Software	32.2	4	BS-ACER21, EQ3673, KEVIN-PC2, ...
HP Photo Creations	1.0	3	EMILY-PC, EQ2353, S6935
HP Photosmart 7510 series Basic Device Software	25.0	1	EMILY-PC
HP Photosmart 7510 series Help	140.0	1	EMILY-PC
HP Photosmart 7510 series Product Improvement Study	25.0	1	EMILY-PC
HP Support Solutions Framework	12.0	1	EQ2992
HP Update	5.003	1	S6935

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HP Update	5.005	7	ACER-NICHOLE, BS-MATT, EMILY-PC, ACER-BS-2, BS-ACER-22, EQ2353, ...
HPLaserJet400-M401_HelpLearnCenter_SI	1.01	1	BS-MATT
HPLJProM201M202	1.00	1	EQ2353
HPLJProMFPM127M128	1.00	1	ACER-BS-2
HPScanPlugin	28.11	3	BS-ACER-22, EQ3673, WHITNEY-LAPTOP
HPSSupply	2.1	2	ACER0001, EQ3498-PC
I.R.I.S. OCR	12.3	4	BS2479A-PC, BS-ACER-22, EQ3673, ...
iCloud	4.1	2	EQ3562, EQ3673
Identity Card	1.00	9	ACER-BS-001, ACER-BS-2, BS-ACER-22, ACER-102913, BS-ACER21, EQ3520, ...
Install Absolute Data Protect	1.0	8	ACER-BS-001, ACER-BS-2, BS-ACER-22, ...
Integrated Camera	10.0	2	EQ4334, WHITNEY-LAPTOP
Integrated Camera	3.4	1	EQ4338
Integrated Camera	5.13	2	EQ2353, EQ3018
Integrated Camera	6.2	5	EQ2349, EQ2352, EQ2790, ...
Intel(R) Control Center	1.2	31	ACER0001, ACER-BS-001, ACER-BS-2, EQ2349, EQ2352, EQ2353, ...
Intel(R) Management Engine Components	10.0	10	EQ3609, EQ3612, EQ3709, EQ3940, EQ3941, EQ4338, ...
Intel(R) Management Engine Components	11.0	2	EQ4334, WHITNEY-LAPTOP
Intel(R) Management Engine Components	6.0	14	ACER0001, ACER-BS-001, ACER-BS-2, ...
Intel(R) Management Engine Components	8.1	17	ACER-102913, BS2476-PC, BS2479A-PC, EQ2349, EQ2352, EQ2353, ...
Intel(R) Management Engine Components	9.5	7	EQ3498-PC, EQ3520, EQ3673, EQ-18JUL14, EQ-3178, EQ3244-PC, ...
Intel(R) Network Connections 19.3.141.0	19.3	1	EQ3498-PC
Intel(R) OpenCL CPU Runtime		10	ACER-102913, BS2476-PC, BS2479A-PC, ...
Intel(R) Processor Graphics	10.18	11	EQ3562, EQ-18JUL14, EQ3244-PC, EQ3520, EQ4271, EQ3673, EQ4338, EQ3941, EQ3940, WHITNEY-LAPTOP, EQ4334, ...
Intel(R) Processor Graphics	8.15	24	ACER0001, ACER-BS-001, ACER-BS-2, ACER-102913, BS2476-PC, BS2479A-PC, ...
Intel(R) Processor Graphics	9.17	15	EQ2349, EQ2352, EQ2353, EQ3498-PC, EQ3609, EQ3612, ...
Intel(R) Processor Graphics	9.18	1	EQ-3178
Intel(R) PROSet/Wireless for Bluetooth(R) + High Speed	15.3	7	EQ2349, EQ2352, EQ2353, ...
Intel(R) PROSet/Wireless Software for Bluetooth(R) Technology	2.2	7	EQ2349, EQ2352, EQ2353, ...
Intel(R) PROSet/Wireless Software for Bluetooth(R) Technology(patch version 17.0.1412.3)	17.0	1	EQ3520
Intel(R) PROSet/Wireless Software for Bluetooth(R) Technology(patch version 17.0.1423.2)	17.0	1	EQ4271
Intel(R) PROSet/Wireless Software for Bluetooth(R) Technology(patch version	3.1	3	EQ-18JUL14, EQ-3178, EQ3244-PC

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3.0.1332.1)			
Intel(R) PROSet/Wireless WiFi Software	14.01	11	ACER0001, ACER-BS-001, ACER-BS-2, ...
Intel(R) Rapid Storage Technology	11.1	10	ACER-102913, BS2476-PC, BS2479A-PC, ...
Intel(R) Rapid Storage Technology	13.0	7	EQ3609, EQ3612, EQ3709, ...
Intel(R) Rapid Storage Technology	13.5	2	EQ3940, EQ3941
Intel(R) SDK for OpenCL - CPU Only Runtime Package	2.0	8	EQ2349, EQ2352, EQ2353, ...
Intel(R) SDK for OpenCL - CPU Only Runtime Package	3.0	1	EQ-3178
Intel(R) Turbo Boost Technology Monitor 2.0	2.1	4	ACER0001, ACER-NICHOLE, BS-ACER-22, ...
Intel(R) Update Manager	2.4	1	EQ3941
Intel(R) Update Manager	3.1	2	EQ3940, EQ4338
Intel(R) USB 3.0 eXtensible Host Controller Driver	1.0	7	EQ2349, EQ2352, EQ2353, ...
Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5	5	EQ-18JUL14, EQ-3178, EQ3244-PC, EQ3520, EQ4271, ...
Intel(R) USB 3.0 eXtensible Host Controller Driver	3.0	1	EQ4338
Intel(R) USB 3.0 eXtensible Host Controller Driver	4.0	2	EQ4334, WHITNEY-LAPTOP
Intel(R) WiDi	3.5	7	EQ2349, EQ2352, EQ2353, ...
Intel(R) WiDi	5.0	1	EQ4338
Intel(R) WiDi	6.0	2	EQ4334, WHITNEY-LAPTOP
Intel(R) Wireless Bluetooth(R)	17.1	2	EQ3940, EQ3941
Intel(R) Wireless Bluetooth(R)(patch version 17.1.1431.1)	17.1	1	EQ4338
Intel(R) Wireless Bluetooth(R)(patch version 18.1.1533.1852)	18.1	2	EQ4334, WHITNEY-LAPTOP
Intel(R) Wireless Display		7	EQ2349, EQ2352, EQ2353, ...
Intel PROSet/Wireless Software	16.1	3	EQ-18JUL14, EQ-3178, EQ3244-PC
Intel PROSet/Wireless Software	16.8	1	EQ3520
Intel PROSet/Wireless Software	17.0	1	EQ4271
Intel PROSet/Wireless Software	17.13	3	EQ3941, EQ4338, EQ3562
Intel PROSet/Wireless Software	17.14	1	EQ3940
Intel PROSet/Wireless Software	18.12	2	EQ4334, WHITNEY-LAPTOP
Intel PROSet/Wireless WiFi Software	15.03	7	EQ2349, EQ2352, EQ2353, ...
IP Office Admin Suite	7.0	1	VIDEO
IP Office Admin Suite	9.0	2	WHITNEY-LAPTOP, EQ3673
IP Office ContactStore	7.8	1	VIDEO
IP Office Voicemail Pro	7.0	1	VIDEO
IPTInstaller	4.0	1	EQ3520
IPView Pro 2.0	1.0	1	EQ3562
ISIS Driver - Fujitsu fi-6x30Z/fi-6x40Z	1.0	2	EMILY-PC, EQ2650
iTunes	12.0	1	EQ-3178
iTunes	12.2	1	EQ3562
iTunes	12.3	2	EQ2992, EQ2352
iWebar	1.35	1	EQ-18JUL14
J2SE Runtime Environment 5.0 Update 17	1.5	4	EQ2636, JULIE-PC, RASERVER, ...

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Java 7 Update 15	7.0	1	S6892A
Java 7 Update 25	7.0	2	VIDEO, WHITNEY-LAPTOP
Java 7 Update 25 (64-bit)	7.0	1	EQ2580
Java 7 Update 45	7.0	1	EQ2349
Java 7 Update 45 (64-bit)	7.0	1	VOICE
Java 7 Update 51	7.0	2	ACER-NICHOLE, EQ2636
Java 7 Update 60	7.0	1	ACER-102913
Java 7 Update 65	7.0	1	EQ2352
Java 7 Update 67	7.0	1	ACER0001
Java 7 Update 71	7.0	1	BS2479A-PC
Java 8 Update 25	8.0	2	EQ2635, RAS
Java 8 Update 31	8.0	5	EQ2353, EQ2650, S6942, ...
Java 8 Update 40	8.0	2	EQ2097, S6944
Java 8 Update 45	8.0	2	EQ3520, EQ3673
Java 8 Update 51	8.0	1	EMILY-PC
Java 8 Update 60	8.0	1	ACER-BS-001
Java 8 Update 65	8.0	1	EMILY-PC
Java 8 Update 66	8.0	4	ACER-NICHOLE, EQ2491A, EQ3520, ...
Java 8 Update 66 (64-bit)	8.0	1	PDC
Java 8 Update 71	8.0	2	EQ2928, EQ4338
Java 8 Update 73	8.0	1	EQ-18JUL14
Java(TM) 6 Update 35	6.0	1	JULIE-PC
Java(TM) 6 Update 39	6.0	1	S6892A
KashiBillingSetup	1.0	1	S6944
KashiSetup	1.4	1	RAS
Kofax VRS	5.00	2	EMILY-PC, EQ2650
Launch Manager	5.1	3	BS-ACER21, BS-MATT, EQ2650
Launch Manager	6.0	5	ACER-BS-001, ACER-BS-2, BS-ACER-22, ...
Lenovo Active Protection System	1.81	1	EQ4334
Lenovo Auto Scroll Utility	2.01	7	EQ2349, EQ2352, EQ2353, ...
Lenovo Auto Scroll Utility	2.12	1	EQ4338
Lenovo Auto Scroll Utility	2.20	2	EQ4334, WHITNEY-LAPTOP
Lenovo Communications Utility	3.1	2	EQ4338, EQ4334
Lenovo Dependency Package	1.6	2	EQ3940, EQ3941
Lenovo EasyCamera	6.2	2	EQ3940, EQ3941
Lenovo Fingerprint Manager	4.5	3	EQ4334, WHITNEY-LAPTOP, EQ4338
Lenovo FusionEngine	1.0	2	EQ3940, EQ3941
Lenovo Mobile Phone Wireless Import	1.1	2	EQ3940, EQ3941
Lenovo OneKey Recovery	8.1	2	EQ3940, EQ3941
Lenovo Patch Utility	1.3	7	EQ2349, EQ2352, EQ2353, ...

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Lenovo Patch Utility 64 bit	1.3	7	EQ2349, EQ2352, EQ2353, ...
Lenovo Peer Connect SDK	1.0	1	EQ4338
Lenovo PhoneCompanion	2.0	1	EQ3941
Lenovo Power Management Driver	1.66	4	EQ2349, EQ2352, EQ2353, ...
Lenovo Power Management Driver	1.67	6	EQ3018, EQ2986, EQ2992, WHITNEY-LAPTOP, EQ4334, EQ4338, ...
Lenovo PowerDVD10	10.0	2	EQ3940, EQ3941
Lenovo PowerENGAGE	2.51	2	EQ4334, EQ4338
Lenovo QuickControl	2.40	1	EQ4338
Lenovo Reach	1.1	2	EQ3940, EQ3941
Lenovo Registration	1.0	1	EQ2353
Lenovo Settings	2.0	2	EQ3940, EQ3941
Lenovo Settings - Camera Audio	4.3	2	EQ3940, EQ3941
Lenovo Settings Dependency Package	2.3	2	EQ3940, EQ3941
Lenovo Settings Service	2.3	2	EQ3940, EQ3941
Lenovo Settings UMDF driver	1.2	2	EQ3940, EQ3941
Lenovo Settings WiFi	2.0	2	EQ3940, EQ3941
Lenovo SHAREit	2.0	1	EQ3941
Lenovo Solution Center	2.7	2	EQ3940, EQ3941
Lenovo System Update	5.07	2	EQ4334, EQ4338
Lenovo USB Graphics	7.5	1	EQ4338
Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07	1	EQ4338
Lenovo User Guide	1.0	5	EQ2349, EQ2353, EQ2992, ...
Lenovo VeriFace Pro	5.1	1	EQ3941
Lenovo Warranty Information	1.0	6	EQ2353, EQ2986, EQ2992, EQ4334, EQ4338, ...
LenovoUtility	2.0	2	EQ3940, EQ3941
Logitech SetPoint 6.65	6.65	1	EQ2353
Logitech SetPoint 6.67	6.67	1	WHITNEY-LAPTOP
Logitech Unifying Software 2.50	2.50	5	EMILY-PC, EQ3018, KEVIN-PC2, ...
LogMeIn	4.1	2	FPSERVER, VOICE
LogMeIn Client	1.3	2	VOICE, FPSERVER
Lumia UEFI Blue Driver	1.1	1	EQ3498-PC
Malwarebytes Anti-Malware version 2.0.2.1012	2.0	19	ACER0001, ACER-BS-001, ACER-BS-2, ...
Malwarebytes Anti-Malware version 2.0.3.1025	2.0	1	EQ3018
Malwarebytes Anti-Malware version 2.0.4.1028	2.0	5	BS-ACER-22, EQ2349, EQ2580, ...
Malwarebytes Anti-Malware version 2.1.6.1022	2.1	2	BS-ACER21, EQ2928
Malwarebytes Anti-Malware version 2.1.8.1057	2.1	4	ACER-NICHOLE, EQ2986, EQ2992, ...
Malwarebytes Anti-Malware version 2.2.0.1024	2.2	2	ACER-102913, EQ3562
Matrox Graphics Software (remove only)	4.1	1	PDC
Maxthon Cloud Browser	4.4	1	EQ3941

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McAfee Security Scan Plus	3.8	1	BS2479A-PC
McAfee SiteAdvisor	3.4	1	EQ-3178
McAfee WebAdvisor	4.0	1	EQ-3178
Medisoft Network Professional 17	17.2	1	EQ3609
Medisoft Network Professional 20	20.0	33	ACER0001, ACER-102913, ACER-NICHOLE, ...
Microsoft .NET Framework 4 Client Profile	4.0	1	VOICE
Microsoft .NET Framework 4 Extended	4.0	1	VOICE
Microsoft .NET Framework 4.5 Multi-Targeting Pack	4.5	1	EQ3244-PC
Microsoft .NET Framework 4.5 SDK	4.5	1	EQ3244-PC
Microsoft .NET Framework 4.5.1 Multi-Targeting Pack	4.5	1	EQ3244-PC
Microsoft .NET Framework 4.5.1 Multi-Targeting Pack (ENU)	4.5	1	EQ3244-PC
Microsoft .NET Framework 4.5.1 SDK	4.5	1	EQ3244-PC
Microsoft .NET Framework 4.5.2	4.5	34	ACER-102913, ACER-BS-001, ACER-NICHOLE, ...
Microsoft .NET Framework 4.6.1	4.6	10	ACER0001, ACER-BS-2, CT14535-PC, ...
Microsoft ASP.NET 2.0 AJAX Extensions 1.0	1.0	1	VOICE
Microsoft ASP.NET MVC 4 Runtime	4.0	1	EQ3244-PC
Microsoft Exchange Server 2010	14.3	1	PDC
Microsoft Filter Pack 2.0	14.0	1	PDC
Microsoft Help Viewer 2.1	2.1	1	EQ3244-PC
Microsoft Mouse and Keyboard Center	2.1	2	JULIE-PC, S6892A
Microsoft Mouse and Keyboard Center	2.2	1	S6944
Microsoft Office	15.0	1	EQ3520
Microsoft Office 2007 Service Pack 3 (SP3)		1	RASERVER
Microsoft Office 2010	14.0	2	CHRISTINE-PC, CT14535-PC
Microsoft Office Excel Viewer	12.0	1	FPSERVER
Microsoft Office File Validation Add-In	14.0	1	RASERVER
Microsoft Office Home and Business 2010	14.0	15	ACER-BS-001, ACER-BS-2, CHRISTINE-PC, ...
Microsoft Office Home and Business 2013 - en-us	15.0	28	EQ2986, EQ2580, BS-MATT, ACER0001, ACER-102913, ACER-NICHOLE, ...
Microsoft Office Professional 2016 - en-us	16.0	3	EQ3673, EQ4334, WHITNEY-LAPTOP
Microsoft Office Professional Plus 2007	12.0	1	RASERVER
Microsoft Office Professional Plus 2010	14.0	1	RAS
Microsoft OneNote 2010	14.0	1	RASERVER
Microsoft Outlook 2010	14.0	1	EQ2097
Microsoft Report Viewer Redistributable 2005		1	VOICE
Microsoft Security Essentials	4.6	1	PDC
Microsoft Security Essentials	4.8	4	FPSERVER, MEDISOFT_SERVER, RASERVER, ...
Microsoft Security Essentials	4.9	42	ACER0001, ACER-102913, ACER-BS-001, ...
Microsoft Silverlight	5.1	34	RASERVER, ACER0001, ACER-102913, ACER-BS-001, ...

Application Name	Version	# Computers	Computers
Microsoft SQL Server 2005		1	VOICE
Microsoft SQL Server 2005 Compact Edition [ENU]	3.1	22	ACER0001, ACER-102913, ACER-BS-001, ...
Microsoft SQL Server 2014 T-SQL Language Service	12.0	1	EQ3244-PC
Microsoft SQL Server 2014 Transact-SQL ScriptDom	12.0	1	EQ3244-PC
Microsoft SQL Server Compact 4.0 SP1 x64 ENU	4.0	1	EQ3244-PC
Microsoft SQL Server Data Tools - enu (12.0.41012.0)	12.0	1	EQ3244-PC
Microsoft SQL Server Data Tools Build Utilities - enu (12.0.30919.1)	12.0	1	EQ3244-PC
Microsoft SQL Server Management Studio Express	9.00	1	VOICE
Microsoft SQL Server Native Client	9.00	1	VOICE
Microsoft SQL Server Setup Support Files (English)	9.00	1	VOICE
Microsoft SQL Server System CLR Types	10.50	1	EQ3244-PC
Microsoft SQL Server System CLR Types (x64)	10.50	1	EQ3244-PC
Microsoft SQL Server VSS Writer	9.00	1	VOICE
Microsoft System CLR Types for SQL Server 2012	11.1	1	EQ3244-PC
Microsoft System CLR Types for SQL Server 2012 (x64)	11.1	1	EQ3244-PC
Microsoft System CLR Types for SQL Server 2014	12.0	1	EQ3244-PC
Microsoft Visual C++ 2005 Redistributable	8.0	45	EQ3562, EQ3737, EQ3940, EQ3941, ACER0001, ACER-102913, ACER-BS-001, ...
Microsoft Visual C++ 2005 Redistributable (x64)	8.0	15	ACER-102913, BS2476-PC, BS2479A-PC, EQ2491A, KEVIN-PC2, S6942, EQ3673, ...
Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.17	9.0	17	ACER-102913, BS2476-PC, BS2479A-PC, ...
Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0	1	VIDEO
Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0	19	ACER-102913, BS2476-PC, BS2479A-PC, ...
Microsoft Visual C++ 2008 Redistributable - x86 9.0.21022	9.0	3	BS-MATT, EMILY-PC, VOICE
Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0	42	ACER0001, ACER-102913, ACER-BS-001, ...
Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0	26	ACER-102913, BS2476-PC, BS2479A-PC, ...
Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0	46	ACER0001, ACER-102913, ACER-BS-001, ...
Microsoft Visual C++ 2010 x64 Redistributable - 10.0.30319	10.0	1	VOICE
Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0	43	ACER0001, ACER-102913, ACER-BS-001, ...
Microsoft Visual C++ 2010 x64 Runtime - 10.0.30319	10.0	1	VOICE
Microsoft Visual C++ 2010 x86 Redistributable - 10.0.30319	10.0	3	CT14535-PC, EQ3562, VOICE
Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0	45	ACER0001, ACER-102913, ACER-BS-001, ...
Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.60610	11.0	1	EQ4338
Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0	9	EQ3244-PC, EQ3609, EQ3673, ...
Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.60610	11.0	2	EQ3498-PC, EQ4338
Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030	11.0	8	EQ3244-PC, EQ3940, EQ3941, ...
Microsoft Visual C++ 2013 Redistributable (x64) - 12.0.30501	12.0	1	EQ2992
Microsoft Visual C++ 2013 Redistributable (x86) - 12.0.30501	12.0	1	EQ2992
Microsoft Visual J# 2.0 Redistributable Package - SE (x64)		1	VIDEO
Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0	42	ACER0001, ACER-102913, ACER-BS-001, ...

Application Name	Version	# Computers	Computers
Mozilla Firefox 25.0 (x86 en-US)	25.0	1	EQ2349
Mozilla Firefox 31.0 (x86 en-US)	31.0	1	VIDEO
Mozilla Firefox 33.0.3 (x86 en-US)	33.0	1	EQ2650
Mozilla Firefox 33.1 (x86 en-US)	33.1	1	EQ2097
Mozilla Firefox 34.0.5 (x86 en-US)	34.0	1	PDC
Mozilla Firefox 37.0.2 (x86 en-US)	37.0	1	KEVIN-PC2
Mozilla Firefox 38.0.1 (x86 en-US)	38.0	1	EQ2928
Mozilla Firefox 40.0.3 (x86 en-US)	40.0	1	FPSERVER
Mozilla Firefox 42.0 (x86 en-US)	42.0	1	EQ3940
Mozilla Firefox 43.0.1 (x86 en-US)	43.0	2	RASERVER, S6892A
Mozilla Firefox 43.0.4 (x86 en-US)	43.0	3	ACER-NICHOLE, EQ2636, EQ3673
Mozilla Firefox 44.0.2 (x86 en-US)	44.0	4	EQ2635, EQ3562, RAS, ...
Mozilla Maintenance Service	25.0	1	EQ2349
Mozilla Maintenance Service	30.0	1	EQ2650
Mozilla Maintenance Service	31.0	1	VIDEO
Mozilla Maintenance Service	32.0	1	PDC
Mozilla Maintenance Service	33.1	1	EQ2097
Mozilla Maintenance Service	36.0	1	EQ2928
Mozilla Maintenance Service	37.0	1	KEVIN-PC2
Mozilla Maintenance Service	40.0	1	FPSERVER
Mozilla Maintenance Service	42.0	1	EQ3940
Mozilla Maintenance Service	43.0	5	S6892A, RASERVER, ACER-NICHOLE, EQ2636, EQ3673, ...
Mozilla Maintenance Service	44.0	4	EQ2635, EQ3562, RAS, ...
MSXML 4.0 SP2 Parser and SDK	4.20	1	S6892A
My Dell Client Framework	1.0	1	EQ3673
Nero BackItUp 12 Essentials OEM.a01	12.5	2	BS2479A-PC, EQ3520
newsXpresso	1.0	4	ACER-BS-001, ACER-BS-2, CT14535-PC, ...
Nitro Pro 8	8.5	2	EQ2349, EQ2992
Nitro Pro 9	9.0	1	EQ3941
Norton Online Backup	2.1	2	ACER-BS-001, ACER-BS-2
NTI Media Maker 9	9.0	12	CT14535-PC, ACER0001, ACER-BS-001, ACER-BS-2, BS2476-PC, BS-ACER21, BS-MATT, ...
NVIDIA Graphics Driver 353.84	353.84	1	EQ3562
NVIDIA Update 10.4.0	10.4	1	EQ3562
Object Browser	1.35	1	EQ-18JUL14
OEM Application Profile	1.00	2	EQ4334, WHITNEY-LAPTOP
On Screen Display	7.11	1	EQ2353
On Screen Display	8.51	1	EQ4338
Pending Transactor	1.2	1	RAS
PocketCloud	2.7	1	EQ3673

Application Name	Version	# Computers	Computers
Power Manager	6.53	7	EQ2349, EQ2352, EQ2353, ...
Power Manager	6.67	1	EQ4338
Power Manager	6.68	1	EQ4334
PowerDVD Create	10.0	10	EQ2349, EQ2352, EQ2353, ...
Prerequisites for SSDT	12.0	1	EQ3244-PC
Product Improvement Study for HP ENVY 4500 series	32.3	1	EQ2353
Qualcomm Atheros Bluetooth Suite (64)	8.0	1	EQ3673
QuickBooks Premier Edition 2016	26.0	1	EQ2992
QuickBooks Runtime Redistributable	1.00	1	EQ2992
Quickset64	11.1	1	EQ3673
QuickTime 7	7.78	1	EQ3673
RapidBoot HDD Accelerator	1.0	7	EQ2349, EQ2352, EQ2353, ...
Realtek Card Reader	10.0	2	EQ4334, WHITNEY-LAPTOP
Realtek Card Reader	6.2	8	EQ2349, EQ2352, EQ2353, EQ3673, ...
Realtek Card Reader	6.3	5	EQ3520, EQ4271, EQ4338, EQ3940, EQ3941, ...
Realtek Ethernet Controller All-In-One Windows Driver	8.24	7	EQ3609, EQ3612, EQ3709, ...
Realtek Ethernet Controller Driver	7.61	7	EQ2349, EQ2352, EQ2353, ...
Realtek Ethernet Controller Driver	7.78	2	EQ3520, EQ4271
Realtek Ethernet Controller Driver	8.33	2	EQ3940, EQ3941
Realtek High Definition Audio Driver	6.0	30	ACER0001, ACER-BS-001, ACER-BS-2, ACER-102913, BS2476-PC, BS2479A-PC, EQ-18JUL14, EQ-3178, EQ3244-PC, EQ3673, EQ3520, EQ4271, ...
Realtek USB 2.0 Card Reader	6.1	14	ACER0001, ACER-BS-001, ACER-BS-2, ...
Recoveryfix for OST to PST ver 11.03		1	FPSERVER
Renesas Electronics USB 3.0 Host Controller Driver	3.0	1	PDC
Report Runner	1.0	8	ACER-NICHOLE, EQ2353, EQ2636, ...
Report Runner	1.4	1	EMILY-PC
Revenue Management	1.1	5	EQ2986, EQ4334, RAS, ...
Revenue Management for Medisoft Network Professional 17	17.2	1	EQ3609
Revenue Management for Medisoft Network Professional 20	20.0	32	ACER0001, ACER-102913, ACER-NICHOLE, ...
SAMSUNG USB Driver for Mobile Phones	1.5	1	S6935
Scanner Central Admin Agent	1.00	2	EMILY-PC, EQ2650
Scanner Utility for Microsoft Windows V10L21	10.21	2	EMILY-PC, EQ2650
ScanSnap Manager	6.0	2	EMILY-PC, EQ3562
ScanSnap Manager	6.1	2	BS-ACER-22, BS-MATT
ScanSnap Manager	6.2	8	EQ2635, ACER-NICHOLE, CT14535-PC, EQ-18JUL14, BS2479A-PC, BS2476-PC, EQ2349, ...
ScanSnap Manager	6.5	4	EQ3244-PC, ACER-BS-001, EQ3737, S6892A, ...
ScanSnap Manager	V5.1L30	3	ACER0001, ACER-BS-2, EQ3018
ScanSnap Manager	V6.2L24	3	EQ2986, EQ3498-PC, EQ3740

Application Name	Version	# Computers	Computers
ScanSnap Manager	V6.5L31	1	S6935
ScanSnap Organizer	4.1	4	ACER-BS-001, ACER-BS-2, EMILY-PC, ...
ScanSnap Organizer	5.0	7	ACER-NICHOLE, EQ2349, BS2476-PC, BS2479A-PC, BS-ACER-22, ...
ScanSnap Organizer	5.1	4	BS-MATT, CT14535-PC, EQ-18JUL14, ...
ScanSnap Organizer	5.2	1	EQ2986
ScanSnap Receipt	V1.5L30	1	EQ2349
Search App by Ask	12.39	1	EQ2097
SecureLink Gatekeeper (remove only)		1	BS-MATT
Shared C Run-time for x64	10.0	10	ACER-102913, BS2479A-PC, EQ-18JUL14, ...
ShopAtHome.com Helper	7.0	1	EQ2353
ShopAtHome.com Toolbar	7.0	1	EQ2353
Shopping App by Ask	12.39	1	EQ2650
Skype Click to Call	6.11	1	ACER-BS-001
Skype Click to Call	8.0	6	BS-MATT, EQ-18JUL14, EQ2636, ...
Skype 7.0	7.0	4	ACER-BS-001, EQ2097, EQ2928, ...
Skype 7.1	7.1	2	EQ-18JUL14, EQ2986
Skype 7.18	7.18	2	EQ2636, EQ3940
Skype 7.4	7.4	2	BS-MATT, EQ3673
SlimCleaner Plus	2.2	1	ACER-BS-001
SmartQRP 1.0		1	ACER-NICHOLE
SMSC LAN7500 Device Driver	13.11	2	ACER-BS-001, EQ2353
Snagit 11	11.2	1	EQ2635
Snagit 12	12.2	1	EQ2650
Software Operation Panel		2	EMILY-PC, EQ2650
SonicWALL Global VPN Client	4.7	5	ACER0001, ACER-NICHOLE, EMILY-PC, ...
Symantec Endpoint Protection	12.1	1	EQ3673
Synaptics Pointing Device Driver	15.2	14	ACER0001, ACER-BS-001, ACER-BS-2, ...
Synaptics Pointing Device Driver	16.3	1	EQ3244-PC
Synaptics Pointing Device Driver	17.0	2	EQ3520, EQ4271
Synaptics Pointing Device Driver	18.0	2	EQ3940, EQ3941
TeamViewer 8	8.0	1	EMILY-PC
ThinkPad OneLink Dock	1.08	3	EQ4334, EQ4338, WHITNEY-LAPTOP
ThinkPad UltraNav Driver	16.5	7	EQ2349, EQ2352, EQ2353, ...
ThinkPad UltraNav Driver	8.216	3	EQ4338, EQ4334, WHITNEY-LAPTOP
Thinkpad USB 3.0 Ethernet Adapter Driver	7.4	3	EQ4334, EQ4338, WHITNEY-LAPTOP
ThinkVantage Active Protection System	1.77	6	EQ2349, EQ2353, EQ2790, ...
ThinkVantage Active Protection System	1.80	1	EQ4338
ThinkVantage Communications Utility	3.0	7	EQ2349, EQ2352, EQ2353, ...

Application Name	Version	# Computers	Computers
TRENDnetVIEW Pro 2.5.0	2.5	2	EQ3673, VIDEO
TroubleFix		1	EQ2349
UB-04's UB-04 Software	1.48	1	ACER0001
UB-04's UB-04 Software	1.51	2	EQ2353, EQ-3178
Ubiquiti UniFi (remove only)		1	PDC
User Manuals	3.0	2	EQ3940, EQ3941
utilPrograms		1	EQ3612
Visual C++ 2008 x86 Runtime - v9.0.30729.01	9.0	1	VOICE
Visual Studio Tools for the Office system 3.0 Runtime		2	EQ2992, RAS
VLC media player	2.1	1	VIDEO
VMware Tools	9.0	5	FPSERVER, MEDISOFT_SERVER, RAS, ...
VMware vCenter Converter Standalone	5.1	1	RASERVER
VMware vSphere Client 5.1	5.1	1	VIDEO
VS 2008 CRT Package	1.1	2	EQ3673, VIDEO
vWorkspace Connector for Web Access	8.0	1	EQ2992
WaveEditor	1.0	1	EQ4338
WCF RIA Services V1.0 SP2	4.1	1	EQ3244-PC
Welcome Center	1.02	8	CT14535-PC, ACER-BS-001, ACER-BS-2, BS-ACER-22, BS2476-PC, BS-ACER21, EQ3520, ...
WIDCOMM Bluetooth Software	6.5	10	ACER-102913, BS2476-PC, BS2479A-PC, ...
Windows Driver Package - Alps (ApfiltrService) Mouse (08/13/2015 8.216.1616.130)	08/13/2015 8.216	2	EQ4334, WHITNEY-LAPTOP
Windows Driver Package - Intel (e1dexpress) Net (06/18/2015 12.13.17.4)	06/18/2015 12.13	2	EQ4334, WHITNEY-LAPTOP
Windows Driver Package - Intel (e1dexpress) Net (09/29/2014 12.12.80.19)	09/29/2014 12.12	1	EQ4338
Windows Driver Package - Intel (iaStor) hdc (06/12/2012 11.1.5.1001)	06/12/2012 11.1	7	EQ2349, EQ2352, EQ2353, ...
Windows Driver Package - Intel Corporation (iaStorA) HDC (07/22/2015 14.5.2.1088)	07/22/2015 14.5	2	EQ4334, WHITNEY-LAPTOP
Windows Driver Package - Intel Corporation (iaStorA) HDC (08/22/2014 13.5.0.1056)	08/22/2014 13.5	1	EQ4338
Windows Driver Package - Lenovo (ACPIVPC) System (09/24/2013 19.29.2.34)	09/24/2013 19.29	2	EQ3940, EQ3941
Windows Driver Package - Lenovo (WUDFRd) LenovoVhid (07/25/2013 10.30.0.288)	07/25/2013 10.30	2	EQ3940, EQ3941
Windows Driver Package - Lenovo 1.66.00.22 (11/30/2012 1.66.00.22)	11/30/2012 1.66	7	EQ2349, EQ2352, EQ2353, ...
Windows Driver Package - Lenovo 1.67.09.03 (11/07/2014 1.67.09.03)	11/07/2014	1	EQ4338

Application Name	Version	# Computers	Computers
Windows Driver Package - Lenovo 1.67.10.20 (08/06/2015 1.67.10.20)	1.67 08/06/2015 1.67	2	EQ4334, WHITNEY-LAPTOP
Windows Live Essentials	15.4	22	ACER0001, ACER-102913, ACER-BS-001, ...
Windows Phone Recovery Tool 2.0.3	2.0	1	EQ3498-PC
Windows Small Business Server 2011 Standard ClientAgent	6.1	61	ACER0001, ACER-102913, ACER-BS-001, ...
WinFlash	2.42	1	EQ3562
WinRAR 5.30 (64-bit)	5.30	1	RAS
WinUsb CoInstallers	1.1	1	EQ3498-PC
WinUSB Compatible ID Drivers	1.1	1	EQ3498-PC
WinUSB Drivers ext	1.1	1	EQ3498-PC
WinZip 20.0	20.0	2	EQ2636, WHITNEY-LAPTOP
Yahoo Search Set		4	ACER-BS-001, EMILY-PC, EQ2928, ...
YTDownloader		1	EQ-18JUL14
ZTE Handset USB Driver		1	EQ2353

Membership Interest Purchase Agreement

Schedule 4.13.7 – Personal Property

NONE

Membership Interest Purchase Agreement
Schedule 4.14.1 – Permits; Environmental, Etc.

Will be provided by Seller on or before March 14, 2016.

Membership Interest Purchase Agreement

Schedule 4.15 – Leased Real Property

Leased Property	Lessor	Lessee	Lease Term
6752 Inter-Cal Way Suites 101, 102 Prescott, AZ 86301	TDH Investments, LLC	Billing Solutions, LLC	4/1/13 – 3/31/16
6752 Inter-Cal Way Suite 103 Prescott, AZ 86301	TDH Investments, LLC	Billing Solutions, LLC	7/1/13 – 3/31/16
6752 Inter-Cal Way Suites 201, 202, 203 Prescott, AZ 86301	TDH Investments, LLC	Billing Solutions, LLC	4/1/15 – 3/31/16 *

* As of 3/31/16, all Leases combine for a one year term.

Membership Interest Purchase Agreement
Schedule 4.18 – Employee Benefits

<u>BSLLC</u>
Billing Solutions 401k Plan

<u>SEM</u>
Paid Holidays
Paid Time Off
Workers' Compensation
Leave of Absence Policy

Other benefits, for example Section 125 Cafeteria Plan, are provided through Oasis Outsourcing rather than by SEM

Membership Interest Purchase Agreement

Schedule 4.19 – Insurance

Membership Interest Purchase Agreement

Schedule 4.19 – Insurance Policies

Insurance Company	Policy Number	Policy Type	Policy Period
	Billing Solutions, LLC		
Axis Surplus Insurance Co.	ECN000194791301	E&O	6/1/13 to 6/1/14
Axis Surplus Insurance Co.	ECN000194791401	E&O	6/1/14 to 6/1/15
Axis Surplus Insurance Co.	ECN000194791501	E&O	6/1/15 to 6/1/16
Lloyd's of London	WCL P0001 CW	General Liability	9/18/15 to 9/18/16
Zurich American Insurance Co.		EPLI	1/1/15 to 12/31/15
	James Rizzo Life Insurance		
New York Life Insurance	23894157	10 year convertible term	
New York Life Insurance	23687689	20 year convertible term	
New York Life Insurance	23659742	Custom whole life	
	Spectrum Asset Management and Leasing, LLC		
Markel	3DU7822	General Liability	10/29/14 to 10/29/15
Markel	IMW14373	Commercial Inland Marine	10/29/14 to 10/29/15
Markel	IMW15757	Commercial Inland Marine; Foreign Terrorism	10/29/15 to 10/29/16
	Spectrum Employee Management, LLC		
Zurich American Insurance Co.	WC 98-41-642-01	Workers Comp.	6/1/15 to 6/1/16
Zurich American Insurance Co.	PRA 9315027-00	Commercial General Liability; Professional Liability	10/29/14 to 10/29/15
Zurich American Insurance Co.	PRA 9315027-01	Commercial General Liability; Professional Liability	10/29/15 to 10/29/16

Membership Interest Purchase Agreement

Schedule 4.20.1 – Employees of the Companies

Employee Name		Gender	Date of Birth	Address	Hire Date	Severance Pay	Healthcare	COH Collectors	Utilities	Term Date	Bonus	Comission	Cell Phone	Total Compensation
Adams	Glen	M	9/10/1979	7335 N SUMMIT VIEW DR Prescott Valley 86315	6/16/2014	0	0	0	0	N/A	$50.00	0	0	$11,692.65
Adams	Theresa	F	08/27/1960	6485 CATTLETRACK RD Prescott Valley Az 86314	9/2/2013	0	0	0	0	N/A	$250.00	0	0	$29,750.21
Anello	Joanne	F	03/24/1955	2935 N 68TH ST Az 206 Scottsdale Az 85251	7/2/2012	0	0	0	0	N/A	$500.00	0	0	$41,785.91
Atchison	Christine	F	12/19/1969	719 S. GRANITE ST. Apt B prescott Az 86303	12/30/2013	0	0	0	0	N/A	$500.00	0	0	$55,880.00
Audis	Ashley	F	02/13/1990	1397 DEL RIO DR Chino Valley Az 86323	10/23/2013	0	0	0	0	10/1/2014	$0.00	0	0	$18,007.79
Balent	Robyn	F	10/4/1975	885 SUNRISE BLVD Prescott AZ 86301	11/17/2014	0	0	0	0	N/A	$50.00	0	0	$1,565.35
Basile	Kristin	F	10/9/1983	824 W Gurley St Apt 25 Prescott Az 86305	9/23/2013	0	0	0	0	N/A	$250.00	0	0	$30,935.52
Bennetts	Carol	F	1/9/1957	7674E Clear Sky Trail Prescott Valley Az 86315	10/20/2014	0	0	0	0	N/A	$50.00	0	0	$8,511.56
Berry	Julie	F	7/18/1985	10825 Powerline Rd Dewey Az 86327	9/5/2012	0	0	0	0	N/A	$500.00	0	0	$45,578.50
Besch	Tim	M	8/26/1984	824 W Gurley St Apt 25 Prescott Az 86305	2/7/2013	0	0	0	0	N/A	$250.00	0	0	$49,050.00
Brooks	Jennifer	F	9/27/1984	422 West Tamarack Lane Prescott Az 86301	8/25/2014	0	0	0	0	N/A	$50.00	0	0	$6,415.77
Champey	Deborah	F	8/6/1963	7E26 E Tuble Weed Dr Prescott Valley Az 86315	6/30/2014	0	0	0	0	10/13/2014	$0.00	0	0	$7,585.53
Chavez	Makayla	F	5/29/1992	276 VENUS DRIVE Prescott AZ 86301	7/14/2014	0	0	0	0	N/A	$50.00	0	0	$9,038.69
Clark	Dominque	F	8/25/1981	7335 N SUMMIT VIEW DR Prescott Valley Az 86315	1/8/2013	0	0	0	0	N/A	$250.00	0	0	$27,167.26
David	Melanie	F	6/26/1962	5150 N PINTO DRIVE Prescott Valley Az 86314	8/26/2013	0	0	0	0	N/A	$250.00	0	0	$22,196.01
Dicaro	Traci	F	12/26/1976	1136 Middlebrook Rd Prescott Az 86303	4/7/2014	0	0	0	0	8/27/2014	$0.00	0	0	$15,772.01
Disimone	Bryan	M	8/21/1977	1326 Taft Ave Chino Valley Az 86323	3/20/2011	0	0	0	0	11/14/2014	$0.00	0	0	$20,077.79
Dukes	Jasmine	F	6/6/1993	3259 Celestine Ct Prescott Valley Az 86314	2/24/2014	0	0	0	0	12/30/2014	$50.00	0	0	$21,331.05
Dunagan	Delores	F	8/21/1977	1326 Taft Ave Chino Valley Az 86323	1/31/2013	0	0	0	0	N/A	$250.00	0	0	$35,633.87
Edmondson	Alana	F	1/5/1967	10813 E. HENDERSON ROAD Dewey Az 86327	10/24/2013	0	0	0	0	N/A	$250.00	0	0	$22,497.28
Edwards	Carter	M	09/17-/1987	1811 Thumb Butte Rd Unit 3 Prescott Az 86305	8/5/2013	0	0	0	0	N/A	$250.00	0	0	$28,519.32
Eyler	Andrew	M	6/7/1984	4551 N Ainsley way Prescott Valley Az 86314	5/20/2013	0	0	0	0	N/A	$250.00	0	0	$35,050.00
Fitzpatrick	Lisa	F	6/7/1984	4551 N Ainsley way Prescott Valley Az 86314	1/29/2013	0	0	0	0	N/A	$250.00	0	0	$35,511.54
Garcia	Emily	F	1/20/1995	380 Trailwood Dr Prescott Az 86301	8/2/2013	0	0	0	0	11/21/2014	$0.00	0	0	$17,356.56
Glouderman	Kaylee	F	4/18/1988	3724 N TANI RD Apt A Prescott Valley AZ 86314	12/2/2013	0	0	0	0	N/A	$250.00	0	0	$22,595.57
Goodrich	Kim	F	2/23/1979	3148 MONTANA DR Prescott AZ 86301	3/11/2013	0	0	0	0	N/A	$250.00	0	$450.00	$33,544.72
Graewey	Sierra	F	9/12/1995	931 W gurley St Prescot Az 86305	1/27/2014	0	0	0	0	2/12/2014	$0.00	0	0	$1,069.50
Gray	Summer	F	5/20/1988	3325 N Yavapai Ct Apt A Prescott Valley Az 86314	4/8/2013	0	0	0	0	N/A	$250.00	0	0	$29,346.10
Groves	Michelle	F	8/22/1973	7059 E Thrush Ln Prescott Valley Az 86314	2/24/2014	0	0	0	0	11/14/2014	$0.00	0	0	$16,038.38
Hall	Tayle	F	5/20/1993	412 Mayo St Prescott Az 86305	6/16/2014	0	0	0	0	7/29/2014	$0.00	0	0	$2,464.70
Harrington	Lindsey	F	10/16/1986	4780 N ROCK LN Prescott Valeyy Az 86314	3/11/2013	0	0	$34.45	0	N/A	$250.00	0	0	$31,083.87
Harris	Marissa	F	4/9/1991	4600 N Carla Vista Dr Apt A Prescott Valley Az 86314	10/17/2013	0	0	0	0	N/A	$250.00	0	0	$23,014.27
Heitzmith	Rachel	F	4/16/1991	8505 LEIGH DRIVE Apt 53 Prescott Valley Az 86314	10/28/2013	0	0	0	0	N/A	$250.00	0	0	$34,776.69
Herbert	Amanda	F	9/15/1986	371 RIM ROCK CIR Prescott Az 86303	6/4/2013	0	0	0	0	N/A	$250.0u	0	$350.00	$26,851.50
Herrera	Devon	F	12/16/1990	1046 E PANICUM DR. Prescott Az 86305	9/5/2012	0	0	0	0	N/A	$500.00	0	0	$38,034.65
Hodan	Ashley	F	12/26/1985	3442 Zircon Dr Prescott Valley AZ 86314	5/19/2014	0	0	0	0	N/A	$500.00	0	0	$22,903.80
Hoefler	Miranda	F	10/10/1982	7747 E. DAY BREAK CIR. Prescott Valley Az 86315	2/17/2014	0	0	0	0	N/A	$50.00	0	0	$22,263.52
Holt	Candace	F	11/30/1958	5625 N Roadrunner Dr Prescott Valley Az 86314	3/31/2014	0	0	0	0	4/4/2014	$0.00	0	0	$268.38
Hopple	Kristin	F	12/14/1975	8200 E Loos Dr Prescott Valley Az 86314	8/5/2013	0	0	0	0	N/A	$250.00	0	0	$27,141.14
Hough	Deidra	F	1/5/1983	3116 Bob Ct Apt C Prescott Valley Az 86314	8/7/2013	0	0	0	0	7/25/2014	$0.00	0	0	$14,716.55
Jones	Danielle	F	10/27/1991	933 GAIL GARDNER WAY Prescott Az 86305	12/8/2014	0	0	0	0	N/A	$50.00	0	0	$460.95
Journell	Sarah	F	3/18/1982	9866 E ARROWHEAD DR Prescott Valley Az 86314	10/1/2013	0	0	0	0	N/A	$250.00	0	0	$47,111.07
Kent	Jessica	F	3/18/1982	9866 E ARROWHEAD DR Prescott Valley Az 86314	11/20/2013	0	0	0	0	N/A	$250.00	0	0	$23,227.36
Kent	Michelle	F	10/6/1982	12909 Central Ave Mayer Az 86333	4/7/2014	0	0	0	0	6/9/2014	$0.00	0	0	$1,923.63
Law	Amy	F	8/18/1992	3076 Peak View Lane Prescott AZ 86301	7/16/2015	0	0	0	0	N/A	$50.00	0	0	$9,528.99
Ledoux	John	M	5/6/1962	3601 E Vaquero Lane Cottonwood Az 86326	2/3/2014	0	0	0	0	N/A	$50.00	0	0	$34,050.76
Lindeman	Wendy	F	11/26/1968	711 S Lakeview Dr Prescott Az 86301	7/29/2014	0	0	0	0	N/A	$50.00	0	0	$8,227.30
Luchini	Mathew	M	12/24/1987	1312 E Butterfield Rd Prescott Az 86303	8/31/2011	0	0	0	0	N/A	$12,205.09	0	0	$76,413.38
Manoogian	Allison	F	12/31/1985	103 Gurley Place Prescott Az 86305	2/21/2013	0	0	0	$27.50	5/4/2014	$0.00	0	0	$5,591.87
Martin	Christina	F	4/28/1975	4791 N Wycliff Dr Prescott Valley AZ 86314	8/26/2013	0	0	0	0	N/A	$250.00	0	0	$21,285.78
Masood	Carney	M	9/27/1991	10528 W Daley Lane Peoria Az 85383	10/31/2012	0	0	0	0	N/A	$500.00	0	0	$49,300.00

Mayer	Frazier	F	5/13/1953	13825 N Wagon Box Place Prescott Az 86305	4/14/2014	0	0	0	0	4/29/2014	$0.00	0	0	$1,202.18
McAlpin	Amanda	F	8/2/1991	6810 E Spouse Dr Apt 229 Prescott Valley az 86314	12/13/2013	0	0	0	0	12/16/2013	$0.00	0	0	$80.00
McGrath	Jordan	M	5/29/1990	1126 Linda Vista Ln Prescott Az 86305	12/13/2013	0	0	0	0	3/31/2014	$0.00	0	0	$5,288.30
McLeod	Nichole	F	4/15/2015	5700 E Market St Apt # 1083 Prescott Valley Az 86314	4/26/2013	$17,436.76	$1,027.32	0	0	5/4/2014	$0.00	0	$150.00	$53,411.09
Metzler	Theresa	F	3/16/1995	8505 Leigh Dr Apt#4 Prescott valley Az 86314	12/3/2013	0	0	0	0	N/A	$250.00	0	0	$22,071.75
Mitchell	Jade	F	7/28/1994	615 Mingus Ave Prescott Az 86301	11/18/2013	0	0	0	0	2/13/2014	$0.00	0	0	$3,561.00
Montague	Danielle	F	7/2/1985	780 N Stage Way Lane Apt # B Prescott Valley Az 86314	4/7/2014	0	0	0	0	N/A	$50.00	$14,061.64	0	$14,257.82
Montanez	Karissa	F	4/12/1990	1205 Sandretto Dr Apt # B208 Prescott Az 86305	10/6/2014	0	0	0	0	N/A	$50.00	0	0	$5,346.38
Moody	Bailey	F	1/29/1990	3309 N Corrine Dr Apt A Prescott Valley Az 86314	2/24/2014	0	0	0	0	10/13/2014	$0.00	0	0	$13,475.53
Morrison	Ashley	F	1/14/1988	510 1St Street #B Prescott Az 86301	9/3/2013	0	0	0	0	5/4/2014	$0.00	0	0	$4,409.25
Myers	Aisha	F	2/13/1982	6281 E Antelope Ln Prescott Valley Az 86314	5/27/2013	0	0	0	0	6/23/2014	$0.00	0	0	$12,100.62
Nalman	Whitney	F	2/17/1974	6752 Interval Way Prescott Az 86301	6/18/2012	0	0	0	0	N/A	$500.00	0	0	$50,313.23
Nelson (Foley)	Jennifer	F	7/25/1973	3701 N. WINDSONG DR. Apt 7/201 Prescott Valley Az 86314	1/14/2013	0	0	0	0	N/A	$250.00	0	0	$27,890.52
Ortiz	Desiree	F	2/24/1976	9344 E Lakeshore Dr Apt # a Prescott Valley Az 86314	2/17/2014	0	0	0	0	8/20/2014	$0.00	0	0	$11,979.73
Parks	Ruby	F	12/22/1961	4143 W Wescott Dr Glendale Az 85308	9/10/2014	0	0	0	0	N/A	$50.00	0	0	$10,819.22
Peterson (Cermeli)	Jasmine	F	11/21/1984	3311 ASTER DR Prescott Az 86305	12/29/2011	0	0	0	0	N/A	$500.00	0	0	.$72,095.52
Pittarelli	Leslie	F	3/16/1970	1187 Fox Trail Prescott Az 86303	8/5/2013	0	0	0	0	N/A	$250.00	0	0	$38,001.36
Pizzio	Karen	F	11/25/1976	4543 N Preston Dr Prescott Valley Az 86314	11/12/2013	0	0	0	0	6/22/2014	$0.00	0	0	$11,506.49
Richards	Joe	M	10/2/1978	6140 Antelope Villas Circle Apt # 121 Prescott Az 86303	6/3/2013	0	0	0	0	N/A	$250.00	0	0	$50,017.73
Ritch	Stephanie	F	2/2/1991	5580 N Pawnee Dr Prescott Valley Az 86314	11/17/2014	0	0	0	0	N/A	$50.00	0	0	$1,497.20
Rizzo	James	M	9/20/1968	4396 S Jojoba Chandler Az 85248	9/1/2010	0	0	0	0	N/A	$0.00	0	0	$162,501.00
Rizzo	Jenny	F	9/5/1975	4396 S Jojoba Chandler Az 85248	8/26/2013	0	0	0	0	N/A	$0.00	0	0	$62,500.00
Rogers	Christopher	M	10/15/1967	610 S Granite St Apt # 2 Prescott Az 86303	4/1/2014	0	0	0	0	N/A	$50.00	0	0	$27,363.95
Rushlo	Chrissa	F	11/24/1981	14120 S Spring Lane Mayer Az 86333	9/15/2014	0	0	0	0	N/A	$50.00	0	0	$5,456.70
Rust	Hannah	F	5/13/1987	1110 Petree St apt 74 El Cajon CA 92020	12/27/2012	0	0	0	0	N/A	$250.00	0	0	$37,886.35
Ryan	Theresa	F	8/3/1967	1815 Ryan Court Prescott Az 86301	7/21/2014	0	0	0	0	N/A	$50.00	0	0	$9,114.70
Schreiner	Joshua	M	10/7/1989	1623 A Idylwild Rd Apt #a Prescott Az 86305	11/17/2014	0	0	0	0	N/A	$50.00	0	0	$1,532.70
Self	Jennifer	F	10/9/1989	6268 N resta Dr Prescott Valley Az 86314	9/2/2014	0	0	0	0	N/A	$50.00	0	0	$6,724.58
Smith	Cassandra	F	3/11/1975	4216 Nicholls Prescott Az 86314	8/26/2013	0	0	0	0	12/20/2013	$0.00	0	0	$358.80
Smith	Susanna	F	9/14/1979	3637 S Robbinson Dr Apt # 10 Prescott Az 86303	12/4/2012	0	0	0	0	N/A	$500.00	0	0	$57,500.00
Soderberg	Katie	F	3/1/1990	1880 Horizon Way Unit 8 Chino Valley A z86323	10/27/2012	0	0	0	0	6/20/2014	$0.00	0	0	$15,698.49
Stephens	Amanda	F	5/9/1992	129 Bradshaw Drive Apt 202 Prescott Az 86303	8/26/2013	0	0	0	0	6/9/2014	$0.00	0	0	$9,768.22
Stewart	Suzanne	F	9/14/1979	3637 S Robbinson Dr Apt # 10 Prescott Az 86303	2/17/2014	0	0	0	0	3/31/2014	$0.00	0	0	$3,427.20
Stillwell	Crystal	F	3/28/1980	24975 N Naples Paulden Az 86334	6/10/2013	0	0	0	0	N/A	$250.00	0	0	$28,065.08
Tafoya	Kolbie	M	6/15/1991	525 Oak St Prescott Az 86303	8/26/2013	0	0	0	0	4/3/2014	$0.00	0	0	$6,672.76
Taylor	Heather	F	10/2/1988	PO Box 1615 Chino Valley Az 86323	6/30/2014	0	0	0	0	8/8/2014	$0.00	0	0	$1,748.84
Thomas	Kevin	M	7/26/1990	4551 N Ainsley Way Orescitt Valley Az 86314	3/25/2013	0	0	0	0	N/A	$450.00	0	0	$34,492.09
Tillman	Sara	F	2/14/1988	1621 Moqueen Cresent Prescott Az 86303	11/11/2013	0	0	0	0	N/A	$250.00	0	0	$17,160.85
Toro	Heather	F	7/4/1990	4534 N Carla Vista Dr Apt B Prescott Valley Az 86314	6/12/2013	0	0	0	0	6/20/2014	$0.00	0	0	$9,785.09
Townsend	Janet	F	8/15/1955	13990 N Spotted Eagle Dr Prescott az 86305	7/7/2014	0	0	0	0	8/20/2014	$0.00	0	0	$2,630.57
Tussey	Clark	M	5/22/1957	3026 N Tonto Ridge Road Prescott Az 86305	3/24/2014	0	0	0	0	N/A	$50.00	0	0	$39,872.42
Veksta	Kimberly	F	10/17/1989	3580 N Tower Rd Prescott Valley Az 86314	9/11/2013	0	0	0	0	N/A	$250.00	0	0	$24,243.39
Weikel	Kami	F	2/14/1988	7752 Myers Road Centerburg OH 43011	4/30/2014	0	0	0	0	N/A	$50.00	0	0	$33,352.88
Williams	Sarah	F	3/4/1981	7860 E Thelma Drive Prescott Valley Az 86314	11/11/2013	0	0	0	0	N/A	$250.00	0	0	$22,050.84
Wright	Selena	F	1/28/1987	1713 E Rd 2 South Chino Valley Az 86323	11/17/2014	0	0	0	0	N/A	$50.00	0	0	$1,534.90
Zimmerman	Jay	M	3/26/1990	202 Robinson Apt 2 Prescott Az 86303	7/8/2014	0	0	0	0	7/23/2014	$0.00	0	0	$990.72

Employee Name		Gender	DOB	Address	Hire Date	Term Date	Bonus	Commission	Cell Phone	Total Compensation	FT/PT	Job Title	Job Function
Ables	Tiffany	F	2/15/1981	1053 SANCRETTO DRIVE Apt 136 Prescott AZ 86305	9/21/2015	10/9/2015	$0.00	0	0	$1,342.70	FT	Staff Support	To assist with UR department and functions.
Adams	Glen	M	8/10/1979	7395 N SUMMIT VIEW DR Prescott Valley 86315	6/16/2014	11/23/2015	$0.00	0	0	$24,565.46	FT	QA Representative	Verifies notices and checks the work produced by the UR and billing department.
Adams	Theresa	F	08/27/1960	6485 CATTLETRACK RD Prescott Valley AZ 86314	9/2/2013	n/a	$300.00	0	0	$82,262.36	FT	Scanner/ Document	Scans all documents to the server including discharges and paper claims
Alberty	Patricia	F	3/7/1955	440 W Delano Ave Prescott AZ 86301	5/4/2015	5/5/2015	$0.00	0	0	$124.80	FT	Executive Assistant	Handles all AP/ AR for company and James Rizzo
Alves	Heather	F	8/19/1992	6484 E Bramble St Prescott Valley AZ 86314	3/5/2015	n/a	$100.00	0	0	$22,026.16	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Amelio	Jeanne	F	03/24/1955	2085 N 68TH ST At 206 Scottsdale AZ 85251	7/2/2012	4/3/2015	$0.00	0	0	$12,642.30	FT	Biller	Bills all services that patient receives
Atchison	Christine	F	12/19/1968	719 S. GRANITE ST. Apt B prescott AZ 86303	12/30/2013	6/22/2015	$0.00	0	0	$7,465.37	FT	Admissions Specialist	Review Intake assessments and reports clinical information to insurance companies to obtain initial authorization.
Atchison	Deborah	F	1/2/1963	8428 East Tracy Dr Prescott Valley AZ 86314	9/30/2015	n/a	$100.00	0	0	$3,987.40	FT	Medical Records	Pull requested documents from EHR from the insurance companies and resubmitted documents that is requested.
Audis	Ashley	F	02/13/1990	1397 DEL RIO DR Chino Valley AZ 86323	8/5/2015	n/a	$300.00	0	0	$8,593.74	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Austin	Trevah	F	6/6/1980	628 Second St Prescott AZ 86303	4/13/2015	n/a	$100.00	0	0	$13,521.09	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Balent	Robyn	F	10/4/1975	825 SUNRISE BLVD Prescott AZ 86301	11/17/2014	4/3/2015	$0.00	0	0	$6,360.65	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Beally	Kristie	F	10/9/1983	824 W Gurley St Apt 25 Prescott AZ 86305	9/23/2013	n/a	$865.38	0	0	$42,420.90	FT	Verifications Manager	Calls and verifies insurance benefits for all client's patients. Hires new employees and Trains employees
Beemis	Amber	F	4/7/1986	2957 N Meadow Lane Prescott AZ 86301	1/12/2015	1/16/2015	$0.00	0	0	$327.20	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Belcher	Jeri	F	9/25/1958	2340 W Saddle Rd Box 10 Paulden AZ 86334	4/7/2015	7/17/2015	$0.00	0	0	$11,988.47	FT	Billing Manager	Bills all services that patient receives. Manages, Trains and Hires for the billing department
Bowers	Carol	F	1/9/1957	7624 Clear Sky Trail Prescott Valley AZ 86315	10/22/2014	6/5/2015	$0.00	0	0	$26,853.81	FT	Claims Manager	Take any necessary action to get claims paid while managing aging reports. Hires, Manages employees.
Berry	Julie	F	7/18/1983	10825 Powerline Rd Dewey AZ 86327	9/23/2013	n/a	$300.00	0	0	$41,127.09	FT	Biller Specialist	Bills all services that patient receives
Booth	Tye	M	8/26/1984	824 W Gurley St Apt 25 Prescott AZ 86305	2/7/2013	n/a	$1,096.15	0	0	$85,138.47	FT	Accounts Manager	Facility Communication Liaison
Bird	David	M	5/20/1967	1725 Coyote Rd Prescott AZ 86303	2/10/2015	4/20/2015	$0.00	0	0	$3,700.78	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Brooks	Jennifer	F	9/27/1984	422 West Tamarack Lane Prescott AZ 86301	8/25/2014	n/a	$300.00	0	0	$16,517.31	FT	Dentals Coordinator	Work paper denials
Burk	Elizabeth	F	11/21/1985	2550 King Hwy W Prescott Valley AZ 86314	4/7/2013	3/29/2013	$0.00	0	0	$2,998.46	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Cadwell	Kelsey	F	12/25/1994	2790 N Starlight Dr Apt B Prescott Valley AZ 86314	10/12/2015	n/a	$300.00			$3,616.00	FT	Medical Records Representative	Pull requested documents from EHR from the insurance companies and resubmitted documents that is requested.
Chan	Danielle	F	9/28/1982	7420 E LOBO WAY Apt C Prescott Valley AZ 86314	9/14/2015	n/a	$300.00	0	0	$4,146.93	FT	Staff Support	To assist with UR department and functions
Chapman	Shawna	F	11/7/1988	820 E Damian Loop Chino Valley AZ 86323	3/30/2015	3/25/2015	$0.00	0	0	$808.80	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Chaves	Makayla	F	5/21/1992	376 VENUS DRIVE Prescott AZ 86301	7/14/2014	3/20/2015	$0.00	0	0	$4,012.40	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Christopherson	Patricia	F	7/7/1994	5159 Montana Drive Prescott AZ 86301	9/14/2015	9/30/2015	$0.00	0	0	$852.75	FT	Medical Records	Pull requested documents from EHR from the insurance companies and resubmitted documents that is requested.
Cortese	John	M	7/27/1962	15705 E Sterling Spur Road	8/17/2015	10/23/2015	$0.00	0	0	$15,384.63	FT	UR/ Admissions Manager	Manages Case loads of staff. Hires, trains and manages employees
Clark	Dawnyeana	F	8/25/1981	7395 N SUMMIT VIEW DR Prescott Valley AZ 86315	1/8/2013	n/a	$300.00	0	0	$86,565.62	FT	UR/ Admissions Manager	Manages Case loads of staff. Hires, trains and manages employees
Cora	Bridgett	F	7/5/1988	802 Maple Street Apt 8A Prescott AZ 86303	10/23/2015	n/a	$300.00	0	0	$1,293.30	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Creegan	Tasha	F	8/20/1950	4711 N Stallion Dr Prescott Valley AZ 86314	1/5/2015	n/a	$300.00	22308.23	0	$13,380.42	FT	Medical Records Representative	Pull requested documents from EHR from the insurance companies and resubmitted documents that is requested.
David	Melanie	F	6/26/1962	5150 N PINTO DRIVE Prescott Valley AZ 86314	8/26/2013	11/12/2015	$0.00	0	0	$30,490.13	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Dewrey	Carrie	F	10/9/1974	2400 W Gambel's Ridge Dr Chino valley AZ 86323	4/7/2015	n/a	$100.00	0	0	$14,812.14	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Dickmann	Bryan	M	3/22/1981	333 W LINCOLN ST Apt P3 Prescott AZ 86308	6/22/2015	n/a	$100.00	0	0	$22,812.83	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Driscoll	Chanda	F	5/9/1970	1506 Larchwood Prescott AZ 86301	9/3/2015	11/5/2015	$0.00	0	0	$3,782.75	FT	Admissions Specialist	Completes current reviews to get authorization for treatment stays
Dukes	Jasmine	F	6/6/1993	2259 Celestine Ct Prescott Valley AZ 86314	2/24/2014	12/30/2014	$0.00	0	0	$384.20	FT	Medical Records Representative	Pull requested documents from EHR from the insurance companies and resubmitted documents that is requested.
Dunnagan	Delores	F	8/22/1977	1226 Taft Ave Chino Valley AZ 86323	1/31/2013	n/a	$300.00	0	0	$42,803.83	FT	Biller	Bills all services that patient receives
Edmondson	Alana	F	1/5/1967	10813 E. HENDERSON ROAD Dewey AZ 86327	10/24/2013	7/17/2015	$0.00	0	0	$15,620.30	FT	Appeals	Write letters disputing denials to insurance companies
Edwards	Carter	M	9/17/1987	1811 Thumb Butte Rd Unit 3, Prescott AZ 86305	8/5/2013	8/12/2015	$0.00	0	0	$22,045.32	FT	Biller	Bills all services that patient receives
Erell	Criston	M	3/8/1994	713 West Aubury St Prescott AZ 86314	8/17/2015	9/16/2015	$0.00	0	0	$2,403.21	FT	Admissions Specialist	Completes current reviews to get authorization for treatment stays.
Evler	Andrew	F	6/7/1984	4551 N Airview way Prescott Valley AZ 86314	5/20/2013	2/27/2015	$0.00	0	0	$7,000.00	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Fisk	Rachel	F	5/19/1980	3348 N Hedgewood Dr Prescott Valley AZ 86314	2/11/2015	7/17/2015	$0.00	0	0	$12,399.50	PT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Fitzpatrick	Lisa	F	6/7/1984	4551 N Airview way Prescott Valley AZ 86314	1/29/2013	12/18/2015	$274.05	0	0	$27,297.15	FT	Admissions Specialist	Review Intake assessments and reports clinical information to insurance companies to obtain initial authorization.
Galvan	Rebecca	F	2/8/1998	604 Country Club Circle Prescott AZ 86303	8/4/2013	10/13/2015	$0.00	0	0	$3,372.45	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Gilbert	Sean	M	11/8/1950	5401 E Ramada Dr Prescott AZ 86301	5/4/2015	n/a	$100.00	0	0	$14,897.22	FT	Biller	Bills all services that patient receives
Gloudeman	Kaylee	F	4/18/1988	5724 N TAHO RD Apt A Prescott Valley AZ 86314	12/2/2013	9/16/2015	$0.00	0	0	$17,373.29	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Goodrich	Kira	F	3/21/1979	3148 MONTANA DR Prescott AZ 86301	3/11/2013	n/a	$300.00	0	600	$37,560.31	FT	Executive Assistant	Handles all AP/ AR for company and James Rizzo
Gordon	Gregson	M	3/28/1963	4982 Summit Circle Prescott AZ 86301	9/22/2013	n/a	$300.00	0	0	$14,520.40	FT	Admissions Specialist	Completes current reviews to get authorization for treatment stays
Gray	Summer	F	3/20/1988	3935 N Tavasci Ct Apt A Prescott Valley AZ 86314	4/8/2013	8/7/2015	$0.00	0	0	$19,753.80	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Gray	Courtney	F	1/10/1996	9480 E Blazing Star Circle Prescott Valley	6/16/2015	n/a	$100.00	0	0	$14,554.26	FT	Biller	Bills all services that patient receives
Green	Kathryn	F	12/8/1980	5230 E LakeShore Dr Prescott Valley AZ 86314	3/11/2015	n/a	$200.00	0	0	$13,400.96	FT	QA Representative	Verifies notices and checks the work produced by the UR and billing department.
Grinnell	Kristin	F	10/31/1990	3348 E Stevens Dr Prescott Valley AZ 86314	1/5/2015	1/19/2015	$0.00	0	0	$545.82	FT	Staff Support	To assist with UR / Admissions department and functions
Harrington	Lindsey	F	10/16/1986	4780 N ROCK LN Prescott Valley AZ 86314	3/11/2013	4/24/2015	$0.00	0	0	$12,847.31	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Harris	Marissa	F	4/9/1991	4400 N Cielo Vista Dr Apt A Prescott Valley AZ 86314	10/17/2013	1/2/2015	$0.00	0	0	$1,664.38	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Hasson	Ashley	F	1/1/1987	3129 Table Lands Ct Apt 3H Prescott AZ 86301	9/3/2015	n/a	$100.00	0	0	$3,862.95	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients.
Holsmith	Rachael	F	4/16/1991	8505 LINDEN DRIVE Apt 13 Prescott Valley AZ 86314	10/28/2013	12/21/2015	$300.00	0	0	$25,287.05	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Herbert	Amanda	F	9/15/1986	371 BAR ROCK CIR Prescott AZ 86303	6/4/2013	n/a	$300.00	0	0	$35,213.49	FT	Claims Supervisor	Take any necessary action to get claims paid while managing aging reports. Maintains the development, and training of all employees within department
Herrera	Devon	F	12/16/1980	1046 E PANICUM DR, Prescott AZ 86305	9/5/2012	n/a	$1,000.00	0	0	$80,000.00	FT	Accounts Manager	Facility Communication Liaison
Haskins	Ashley	F	12/26/1985	3442 Zircon Dr Prescott Valley AZ 86314	8/19/2014	n/a	$865.38	0	0	$42,308.52	FT	Bill Doctor	Payroll- Hires/ Fires employees and ensure all paperwork is obtained. Creates and maintains policies and procedures. Ensure in compliance with all laws.

Employee Name		Gender	DOB	Address	Hire Date	Term Date	Bonus	Comission	Cell Phone	Total Compensation	FT/PT	Job Title	Job Function
Hoefler	Miranda	F	10/30/1982	7747 E. DAY BREAK CIR. Prescott Valley Az 86315	2/17/2014	n/a	$300.00	0	0	$38,520.94	FT	Verifications Supervisor	Calls and verifies insurance benefits for all client's patients. Manages employees and informs employees of new changes with policies and procedures.
Holley	Sarah	F	11/3/1991	2775 W Dreamcatcher Way Chino Valley Az 86323	2/11/2015	n/a	$300.00	0	0	$19,869.26	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Hopple	Kristie	F	12/14/1975	6200 E Loos Dr Prescott Valley Az 86314	8/5/2013	n/a	$300.00	0	0	$37,500.00	FT	Claims Manager	Take any necessary action to get claims paid while managing aging reports. Hires, Manages employees.
Houser	Levi	M	1/8/1994	6280 N Union Dr Prescott Valley AZ 86314	12/17/2015	n/a	$0.00			$79.20	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Jones	Danielle	F	10/27/1991	235 GAIL GARDNER WAY Prescott Az 86305	12/1/2014	n/a	$300.00	0	0	$26,364.85	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Jordan	Liberty	F	7/4/1986	1617 Heritage Park Rd Prescott Az 86301	4/3/2015	4/20/2015	$0.00	0	0	$259.70	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Journell	Sarah	F	11/11/1988	2906 [illegible] CT Prescott Az 86301	10/1/2013	8/12/2015	$220.34	0	0	$32,820.85	FT	UR Specialist	Completes current reviews to get authorization for treatment Stays
Kearney	Megan	F	4/8/1985	8051 Kings Highway E Prescott Valley Az 86314	1/5/2015	7/2/2015	$0.00	0	0	$10,188.19	FT	Medical Records Representative	Pull requested documents from EMR from the insurance companies and resubmitted documents that is requested.
Kerr	Jessica	F	3/18/1982	5866 E ARROWHEAD DR Prescott Valley Az 86314	11/20/2013	n/a	$200.00	0	0	$14,274.10	FT	Denials Supervisor	Work paper denails., Hires, trains and manages employees
Kroch	April	F	4/27/1982	7201 Manley Dr Prescott Valley Az 86314	1/20/2015	2/12/2015	$0.00	0	0	$1,870.31	FT	Staff Support	To assist with UR department and functions
Krantz	Kim	F	2/3/1963	9425 E Hopi Trail Dewey Az 86327	08/23/2015	8/15/2015	$0.00	0	0	$4,254.00	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Law	Amy	F	8/18/1992	3076 Peak View Lane Prescott AZ 86301	7/16/2015	n/a	$300.00	0	0	$37,752.88	FT	Posting Supervisor	A/P - Post checks to aging reports and obtains information on payments for all clients. Hires, Manages and trains all employees within department.
Leavitt	Jaye	M	5/4/1962	2601 E Vaquero Lane Cottonwood Az 86326	2/3/2014	n/a	$300.00	0	0	$44,862.52	FT	Facility Coordinator	Set up all new facilities and ensure we have all documentation from clients to be able to complete all services.
Lindeman	Wendy	F	11/26/1968	711 S Lakeview Dr Prescott Az 86301	7/28/2014	2/10/2015	$0.00	0	0	$1,838.00	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Luchini	Matthew	M	12/24/1987	1312 E Butterfield Rd Prescott AZ 86305	8/31/2011	n/a	$44,681.10	$24,524.81	0	$131,513.81	FT	COO	Manages all operations with employees, policies and procedures and workflow
MacCauley	Renee	F	2/15/1962	890 Pinion Oak Drive Prescott AZ 86305	8/31/2015	n/a	$200.00	$4.00	0	$9,014.34	FT	Staff Support	To assist with UR department and functions
Maxwell	Adam	M	5/22/1982	631 2 ST Apt # 8 Prescott Az 86301	4/3/2015	n/a	$1,146.15	0	220	$58,587.73	FT	Chief Financial Analyst	Determine past, present and furture trends and goals of the company financially.
Martin	Christine	F	4/24/1975	6721 N Wycliff Dr Prescott Valley AZ 86314	8/26/2013	n/a	$300.00	0	0	$25,888.52	FT	Denials Coordinator	Work paper denails
Menard	Corey	M	3/22/1991	10528 W Daisy Lane Peoria Az 85383	10/31/2013	6/5/2015	$0.00	0	0	$14,148.82	FT	Biller	Bills all services that patient receives
McGill	Michael	M	9/12/1969	15633 N 91st Way Scottsdale AZ 85260	9/1/2015	10/19/2015	$0.00	0	0	$10,780.25	FT	Upper Manager Assistant	Help put together policies and structure for managers in all departments
McKenzie	Alisha	F	6/30/1982	17221 E Lakeview Dr Spring Valley AZ 86333	7/27/2015	n/a	$300.00	0	0	$8,578.25	FT	Appeals Representative	Write letters disputing denials to insurance companies
McKenzie	David	M	7/30/1982	2800 N Starlight Dr Prescott Valley AZ 86314	10/19/2015	n/a	$300.00	0	0	$3,717.30	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
McPherson	Patricia	F	9/2/1957	11675 Park lane Miramar Fl 33025	8/10/2015	6/11/2015	$0.00	0	0	$576.92	FT	UR Specialist	Completes current reviews to get authorization for treatment stays
Metzler	Theresa	F	8/16/1980	6505 Leigh Dr Ascot Prescott valley Az 86314	12/3/2013	n/a	$300.00	0	0	$25,082.25	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Miller	Dawn	F	3/12/1959	340 W Granada Dr Prescott Az 86314	6/8/2015	n/a	$300.00	0	0	$16,174.56	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Mocuzzo	Danielle	F	12/29/1992	3737 Windsong Dr Apt# 1307 Prescott Valley AZ 86314	8/25/2015	n/a	$300.00	0	0	$4,112.85	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Moberly	Steve	M	3/23/1961	300 S Montezuma Prescott Az 86303	4/7/2015	4/30/2015	$0.00	0	0	$75.00	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Montague	Danielle	F	7/2/1985	780 N Stage Way Lane Apt # 6 Prescott Valley Az 86314	4/3/2014	9/30/2015	$0.00	0	0	$5,087.17	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Montanez	Karissa	F	4/12/1990	1205 Sandretto Dr Apt # 8208 Prescott Az 86305	10/6/2014	10/1/2015	$0.00	0	0	$25,519.17	FT	Admissions Specialist	Review intake assessments and reports clinical information to insurance companies to obtain initial authorization.
Moreno	Jessica	F	6/2/1968	1648 Hiding Rock Rd Prescott Az 86301	4/25/2015	n/a	$300.00	0	0	$13,343.35	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Mulroon	Whitney	F	2/17/1974	6752 Interval Way Prescott Az 86301	6/18/2012	n/a	$1,057.89	0	0	$58,173.74	FT	COO	Manages the operations of organization
Nelson (Foley)	Jennifer	F	7/25/1973	3701 N. WINDSONG DR. Apt 7/202 Prescott Valley Az 86314	1/14/2013	9/28/2015	$0.00	0	0	$17,312.98	FT	EDI Specialist	Works gateway rejections
Owens	Elizabeth	F	8/19/1980	830 Prescott Heights Dr Prescott Az 86301	3/23/2015	n/a	$300.00	0	0	$14,304.11	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Parks	Ruby	F	12/22/1961	4143 W Wescott Dr Glendale Az 85308	9/10/2014	n/a	$718.30	0	0	$48,212.62	FT	UR Specialist	Completes current reviews to get authorization for treatment stays
Peterson (Carswell)	Jasmine	F	11/21/1984	1311 ASTER DR Prescott Az 86305	12/29/2011	3/16/2015	$0.00	0	0	$2,384.80	FT	UR Specialist	Completes current reviews to get authorization for treatment stays
Pizzarelli	Leslie	F	3/26/1970	1187 Fox Trail Prescott Az 86303	8/5/2013	2/19/2015	$3.00	0	0	$6,540.92	FT	Biller	Bills all services that patient receives
Pecoraro	Lorraine	F	11/1/1986	1280 E Crestview Dr Cottonwood Az 86326	1/19/2015	2/3/2015	$0.00	0	0	$839.90	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Richards	Joe	M	10/2/1978	8540 Antelope Villa Circle Apt # 122 Prescott Az 86305	6/3/2013	n/a	$300.00	0	0	$62,[illegible].06	FT	UR Specialist	Completes current reviews to get authorization for treatment stays
Roch	Stephanie	F	2/2/1991	2380 N Pawnee Dr Prescott Valley Az 86314	11/17/2014	n/a	$400.00	0	0	$26,444.87	FT	QA Representative	Verifies reports and checks the work produced by the UR and Billing department.
Rich	Lori	F	2/14/1970	8334 Loren Circle Prescott Valley 86314	8/20/2015	aa	$300.00	0	0	$9,419.38	FT	Staff Support	To assist with UR / Admissions department and functions
Rizzo	James	M	5/20/1968	4396 S Jojoba Chandler Az 85248	9/1/2010	n/a	$0.00	0	0	$182,000.00	FT	CEO	CEO
Rizzo	Jenny	F	9/5/1975	4396 S Jojoba Chandler Az 85248	8/26/2013	n/a	$3,076.93	0	0	$85,577.11	FT	Owner	Owner
Rogers	Christopher	M	10/15/1967	430 S Granite St Apt # 2 Prescott Az 86303	4/1/2014	n/a	$300.00	0	0	$46,208.76	FT	QA Representative	Verifies reports and checks the work produced by the UR and Billing department.
Rowland	April	F	11/23/1982	330 Gail Gardner Prescott AZ 86301	11/3/2015	n/a	$300.00	0	0	$4,271.08	FT	Admissions Specialist	Review intake assessments and reports clinical information to insurance companies to obtain initial authorization.
Ruehler	Jane	F	10/29/1957	7675 N Wildcats Dr Prescott Az 86305	2/24/2015	n/a	$300.00	0	0	$24,195.84	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Rustigo	Chelsea	F	11/24/1983	14120 S Spring Lane Mayer Az 86333	9/15/2014	6/12/2015	$0.00	0	0	$14,788.49	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Rust	Hannah	F	5/13/1987	1130 Petree St apt 74 El Cajon CA 92020	12/27/2012	n/a	$300.00	0	0	$45,349.31	FT	Aging Supervisor	Rebiller of claims
Ryan	Maria	F	7/23/1980	13625 E Acker St Dewey AZ 86327	9/23/2015	n/a	$300.00	0	0	$6,238.99	FT	Staff Support	To assist with UR / Admissions department and functions
Ryan	Theresa	F	8/3/1967	1625 Ryan Court Prescott Az 86301	7/21/2014	1/16/2015	$0.00	0	0	$2,321.09	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Schreiner	Joshua	M	10/7/1988	1623 A Idylwild Rd Apt 4a Prescott Az 86305	11/17/2014	5/22/2015	$0.00	0	0	$4,011.74	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Self	Jennifer	F	10/5/1988	6268 N [illegible] Dr Prescott Valley Az 86314	9/2/2014	n/a	$200.00	0	0	$38,046.50	FT	Billing Specialist	Bills all services that patient receives
Sin	Ivette	F	9/25/1990	7217 E Lee Dr Prescott Valley Az86314	5/13/2015	n/a	$300.00	0	0	$13,038.27	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Smith	Suzanne	F	9/14/1979	3637 S Robinson Dr Apt # 10 Prescott Az 86303	12/4/2012	9/21/2015	$226.58	0	0	$34,396.58	FT	UR Specialist	Completes current reviews to get authorization for treatment stays
Smith	Britt	F	3/23/1974	12460 E Moctezuma Way Dewey Az 86327	5/21/2015	n/a	$300.00	0	0	$14,170.35	FT	QA Representative	Verifies reports and checks the work produced by the UR and Billing department.
Smith-Thomas	Brenna	F	7/6/1984	9821 E Catalina Dr Prescott Valley Az 86314	1/16/2015	n/a	$300.00	0	0	$22,172.07	FT	Account Manager Representative	Supports the account managers with client communication
Spears	Christina	F	12/3/1983	961 N Rolling Green Rd Dewey Az 86327	1/23/2015	2/20/2015	$0.00	0	0	$250.84	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Stapp	Michelle	F	8/26/1991	408 1/2 N Virginia St Prescott Az 86301	1/16/2015	n/a	$300.00	0	0	$30,168.72	FT	Admissions Specialist	Review intake assessments and reports clinical information to insurance companies to obtain initial authorization.

Employee Name		Gender	DOB	Address	Hire Date	Term Date	Bonus	Commission	Cell Phone	Total Compensation	FT/PT	Job Title	Job Function
Salwell	Crystal	F	3/28/1980	24575 N Naples Paulden Az 86334	6/20/2015	10/26/2015	$0.00	0	0	$25,680.77	FT	Appeals/ Medical Records Supervisor	Pull requested documents from EHR from the insurance companies and resubmitted documents that is requested. Write letters disputing denials to insurance companies. Manages, trains and hires employees.
Stewart	Marsha	F	10/25/1964	701 White Spar Rd Prescott Az 86303	2/17/2015	6/19/2015	$0.00	0	0	$7,422.61	FT	Appeals Representative	Write letters disputing denials to insurance companies
Stuczynski	Sharon	F	12/1/1947	2111 N Wide Open Trail Prescott Valley Az 86314	5/4/2015	n/a	$300.00	0	0	$11,063.56	FT	Poster	A/P - Post checks to aging reports and obtains information on payments for all clients.
Summers	Jessica	F	1/30/1988	545 Sunset Ave Apt 6E Prescott AZ 86305	10/15/2013	12/17/2015	$0.00	0	0	$2,707.30	FT	Receptionist	Answers incoming calls and transfers calls to right employee, orders supplies and
Thomas	Kevin	M	7/26/1990	7450 E LOBO WAY Apt C Prescott Valley AZ 86314	3/25/2013	n/a	$300.00	0	0	$40,638.55	FT	QA/ Billing Manager	Verifies rosters and checks the work produced by the UR and Billing department. Manages, trains and hires employees for the QA and Billing Department
Thompson	Shandri	F	2/1/1978	20638 E Park View Lane Mayer Az 86333	1/26/2015	1/30/2015	$0.00	0	0	$417.80	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Tillman	Sara	F	11/6/2014	1621 Mcqueen Crescent Prescott Az 86305	12/11/2013	6/4/2015	$0.00	0	0	$11,733.42	FT	Account Manager Representative	Supports the account managers with client communication
Tusbey	Chris	M	3/22/1957	5026 N Tonto Ridge Road Prescott Az 86305	3/24/2014	n/a	$300.00	0	0	$58,091.29	FT	Admissions Specialist	Review intake assessments and reports clinical information to insurance companies to obtain initial authorization.
Victor	Lauryn	F	3/9/1990	886 Sesame St Prescott Az 86305	3/16/2015	n/a	$216.78	0	0	$33,447.85	FT	UR Specialist	Completes current reviews to get authorization for treatment stays
Voloto	Kimberly	F	10/27/1989	5580 N Tower Rd Prescott Valley Az 86314	9/11/2015	9/1/2015	$0.00	0	0	$9,573.70	FT	Verifications Representative	Calls and verifies insurance benefits for all client's patients
Wachal	Carol	F	3/14/1948	7732 Myers Road Canterbury OH 43012	4/30/2014	n/a	$479.25	0	0	$44,160.63	FT	UR Specialist	Completes current reviews to get authorization for treatment stays
Williams	Sarah	F	3/4/1982	7990 E Thelma Drive Prescott Valley Az 86314	12/11/2013	6/25/2015	$0.00	0	0	$8,260.48	FT	Collector	Call insurance companies to determine status on claims and to have claims paid through insurance company.
Wright	Kathleen	F	12/7/1976	245 Arrowhead Dr Paulden AZ 86334	10/20/2015	n/a	$300.00	0	0	$4,162.95	FT	Appeals Representative	Write letters disputing denials to insurance companies
Wright	Selena	F	1/28/1987	2713 E Rd 2 South Chino Valley Az 86323	11/17/2014	n/a	$300.00	0	0	$25,083.48	FT	Account Manager Representative	Supports the account managers with client communication
Yandown	Margaret	F	8/17/1956	930 N Madison Dr Prescott AZ 86305	9/25/2015	11/2/2015	$0.00	0	0	$2,675.21	FT	Admissions Specialist	Review intake assessments and reports clinical information to insurance companies to obtain initial authorization.
Torres	Sarah	F	12/8/1988	1545 W Grasshopper Ln Chino Valley Az 86323	7/15/2015	8/17/2015	$0.00	0	0	$2,536.15	FT	Medical Records Representative	Pull requested documents from EHR from the insurance companies and resubmitted documents that is requested.

Membership Interest Purchase Agreement

Schedule 4.20.3 – Employees of the Companies

None

Membership Interest Purchase Agreement

Schedule 4.21 – Brokers or Finders

None

Membership Interest Purchase Agreement

Schedule 4.22 – Bank Accounts

Membership Interest Purchase Agreement

Schedule 4.22 – Bank Accounts

Financial Institution Name & Address	Account Type	Account Nbr.	Authorized User
Chase Bank Miller Valley Road Prescott, AZ 86301-3614	Chase Platinum Business Checking	900667395	James Rizzo
Chase Bank Miller Valley Road Prescott, AZ 86301-3614	Chase Business Select High Yield Savings	2967357340	James Rizzo

Membership Interest Purchase Agreement

Schedule 4.23 – Accounts Receivable

Billing Solutions, LLC
A/R Aging Summary
As of March 10, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
A Step in the Right Direction	0.00	47,322.85	4,698.70	30,908.98	0.00	82,930.53
Accurate Accountability	0.00	0.00	0.00	0.00	44,115.27	44,115.27
Addictions NW, LLC	0.00	0.00	0.00	0.00	0.72	0.72
Aquila Recovery Clinic	0.00	13,250.01	0.00	0.00	0.00	13,250.01
Ashwood Recovery	0.00	0.00	0.00	0.00	-56.52	-56.52
Aspen Ridge Recovery	0.00	-5,369.79	-1.80	0.00	0.00	-5,371.59
Blue Vase Recovery, LLC	0.00	-40.00	-18,483.96	-17,043.38	-34,351.81	-69,919.15
Casa de Palmas	0.00	0.00	0.00	0.00	9.31	9.31
Cascade Heights Recovery, LLC	0.00	9,917.79	0.00	0.00	0.00	9,917.79
Community Behavioral Health Solutions	0.00	558.26	1,129.73	599.62	4,533.78	6,821.39
Core Recovery	0.00	0.00	0.00	0.00	0.10	0.10
Crownview Co-Occuring Institute	0.00	3,887.61	6,013.12	0.00	0.00	9,900.73
Decision Point Center, Inc.	0.00	0.00	0.00	240.00	-105.00	135.00
Doorway to Recovery	0.00	0.00	10,156.39	2,535.61	4,482.59	17,174.59
Grace Recovery Centers, LLC	0.00	123.50	0.00	0.00	0.00	123.50
Group Conscience dba Pemarro Recovery	0.00	666.97	0.00	-0.01	0.00	666.96
Just One Recovery	0.00	0.00	0.00	-0.40	0.00	-0.40
Mending Hearts Inc	0.00	1,807.38	1,800.00	1,152.20	0.00	4,759.58
New Found Life, Inc.	0.00	10,957.02	0.00	0.00	0.00	10,957.02
Oasis Addiction Counseling	0.00	0.00	0.00	0.00	9,136.11	9,136.11
Olympic Recovery	0.00	8,778.01	0.00	0.00	0.00	8,778.01
Perspectives III, LLC	0.00	233.30	0.00	0.00	0.00	233.30
Pia's Place	0.00	0.00	0.00	0.00	2.55	2.55
Promise Recovery Center, LLC	0.00	20,932.92	0.00	0.00	0.00	20,932.92
PsychNow, LLC	0.00	0.00	146.39	0.00	0.00	146.39
Reflections Recovery Center	0.00	0.00	0.00	0.00	3,160.02	3,160.02
Reflections Recovery Center, LLC	0.00	540.00	0.00	0.00	0.00	540.00
Renton A Change	0.00	0.00	3,243.41	983.68	600.49	4,827.58
Roots Counseling Services	0.00	3,443.87	0.00	0.00	0.00	3,443.87
Sound Recovery Center, LLC	0.00	10,030.87	0.00	0.00	0.00	10,030.87
Spokane Detox Center	0.00	2,558.16	0.00	0.00	0.00	2,558.16
Springboard Counseling Services, LLC	0.00	0.00	0.00	0.00	30.00	30.00
The Bridges Network	0.00	0.00	0.00	0.00	8,263.12	8,263.12
The Haven - F	0.00	0.00	0.00	0.00	-5.99	-5.99
The Haven Detox Center, LLC	0.00	12,835.40	0.00	0.00	0.00	12,835.40
The Ontogeny Partners, Inc.	0.00	0.00	0.00	0.00	1,743.20	1,743.20
True Accountability	0.00	2,487.58	18,190.39	0.00	0.00	20,677.97
Wavelengths Recovery, Inc.	0.00	39,263.36	19,751.39	0.00	0.00	59,014.75
TOTAL	0.00	184,185.07	46,643.76	19,376.30	41,557.94	291,763.07

Membership Interest Purchase Agreement

Schedule 4.24 – Customer / Service Provider Relationship

NONE

Membership Interest Purchase Agreement

Schedule 4.25 – Compliance with Health Care Laws

4.25.1 – NONE

4.25.2 & 4.25.3 – Compliance program being development to ensure HIPAA compliance including planned contract amendments with customers and vendor.

Membership Interest Purchase Agreement

Schedule 6.13 – Affiliated Customers

1. Desert Cove Recovery, LLC
2. Northpoint Recovery, LLC
3. Kashi Labs