

## **Parker, Bryan**

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**From:** Kathleen Powers <kapowers@comcast.net>  
**Sent:** Thursday, April 16, 2015 8:41 PM  
**To:** Parker, Bryan  
**Cc:** Shelli Kritzman; Luay Sayed  
**Subject:** Dr. Narla, MD, P.C. & AdvancedCardiovascular Associates, PLC Ownership Transfer  
**Attachments:** NRC Transfer of ownership 001.pdf

Hi Bryan,

I apologize I grabbed the wrong file!!

Thanks again so much.

Kathy Powers – cell 586.215.4166  
Advanced Cardiovascular Associates, PLC

7.02 Agreements with Buyer and its Affiliate. Buyer shall have furnished Sellers with executed Employment Agreements in the forms attached as Exhibits 2.01-A and 2.01-B, and with an executed Medical Records Custodian Agreement in the form attached as Exhibit 1.01.

7.03 Lease. Buyer shall have provided to Sellers the Lease, executed by Buyer.

7.04 Compliance With Deliverables. Buyer shall have provided all deliverables required of Buyer under the terms of this Agreement.

7.05 Other Items. Such other and further instruments as counsel for Sellers and Buyer shall mutually agree are necessary to consummate the transactions contemplated herein.

## VIII. THE CLOSING

8.01 Closing. The consummation of the transaction contemplated herein ("Closing") shall take place on or before the earlier of (a) April 15, 2015, or (b) seven (7) days following the Transition Date, as defined below, at a location mutually agreed to by the parties. The transfer of Purchased Assets shall be effective as of 12:01 a.m. on the date of the Closing (the "Effective Date"). The term "Transition Date" shall mean the date on which Sellers shall receive written notice from Buyer that Buyer has received all necessary or desired approvals and/or credentials to allow Buyer to bill for medical services provided by Dr. Narla, or has waived the need for said approvals and/or credentials. Promptly following the date of this Agreement, Buyer, at its cost, shall use its best efforts to obtain said approvals and/or credentials; Sellers shall cooperate in this process.

8.02 Sellers' Deliverables. At the Closing, Sellers shall deliver to Buyer all instruments and documents required hereunder or as Buyer may reasonably require as necessary or desirable for transferring, assigning or conveying hereunder to Buyer good and marketable title to, and interest in, the Purchased Assets and to assign to Buyer, Sellers' rights under the contracts, agreements and undertakings assumed by Buyer herein, or as may otherwise be reasonably requested by Buyer for the purposes of this Agreement, including a Bill of Sale in the form attached hereto as Exhibit 8.02, executed by Sellers. Sellers shall also specifically deliver all required Closing deliveries otherwise set forth in this Agreement.

8.03 Buyer's Deliverables. At the Closing, Buyer shall deliver to Sellers the purchase price provided for in Paragraph 3.01 and such other documents as may reasonably be required by Sellers for the purposes of this Agreement. Buyer shall also specifically deliver all required Closing deliveries otherwise set forth in this Agreement.

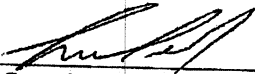
8.04 Prorations. Expenses relating to the Medical Practice shall be prorated and paid at Closing as follows:

8.04.1 All personal property taxes and assessments which have become a lien on any of the Purchased Assets as of or prior to the Effective Date, together with any penalty and interest thereon, shall have been paid by Sellers prior to the Effective Date. Current personal property taxes and assessments relating to the Purchased Assets are to be prorated and adjusted

IN WITNESS WHEREOF, this Agreement has been duly executed by Buyer and Sellers as of the latest signature date written below.

**BUYER:**

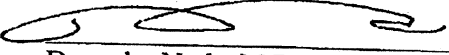
**ADVANCED CARDIOVASCULAR  
ASSOCIATES, PLC**  
a Michigan professional limited  
liability company

By:   
Luay Sayed, M.D., President

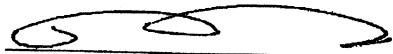
Signature Date: 3 2 15

**SELLERS:**

**D. NARLA, MD, P.C.**  
a Michigan professional services corporation

By:   
Durgadas Narla, M.D., ~~President~~  
Its: ~~Member~~ *President*  
Signature Date: 3-2-15

**D. NARLA AND D. BENADERET LLC**  
a Michigan professional limited  
liability company

By:   
Durgadas Narla, M.D., ~~President~~  
Its: *Member*  
Signature Date: 3-2-15

  
**DURGADAS NARLA, M.D.**

Signature Date: 3-2-15