

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** ("Agreement") is entered into as of this 14th day of June, 2021 ("Effective Date"), by and between **Trinity Health Of New England Provider Network Organization, Inc.** dba Trinity Health Of New England Medical Group, a Connecticut Medical Foundation ("Buyer"), and **Joseph B. Sappington, M.D. F.A.C.C, P.C.**, a Connecticut professional corporation ("P.C." or "Seller"), which is owned by **Joseph B. Sappington, M.D.** ("Seller Physician") (P.C. and Seller Physician are collectively referred to in this Agreement as the "Seller Parties"). Buyer and Seller are collectively referred to in this Agreement as the "Parties".

### BACKGROUND

Seller Physician owns the P.C. and the P.C. owns and operates a cardiology medical practice located at 300 Hebron Avenue, Suite 213, Glastonbury, Connecticut 06033 (the "Practice").

Seller desires to sell, and Buyer desires to purchase, substantially all of the assets relating to the operation of the Practice on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I PURCHASE OF ASSETS

**Section 1.1 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and/or assume from Seller, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("Encumbrance") other than encumbrances set forth in Exhibit 1.1 ("Permitted Encumbrances"), all of Seller's right, title and interest in and to all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Practice (collectively, the "Purchased Assets"). The Purchased Assets shall include, without limitation, the following:

1.1.1 All tangible personal property used in the operation of the Practice, including all furniture, machinery, office furnishings, and equipment of Seller and the assets set forth on Exhibit 1.1-1;

1.1.2 all supplies and inventory used or held for use by Seller in connection with the Practice, including all pharmaceuticals, linens, food, medical supplies and other consumables, as of the Closing Date;

1.1.3 Subject to Section 1.2.6, all intangible assets relating to operation of the Practice, including all trade names (whether registered or common law), patents, copyrighted materials, trademarks, service marks, domain names and addresses, telephone and facsimile numbers of the Practice and of any physicians obtained, paid for by or used in connection with the Practice (provided such intangible assets are owned by the P.C.), and those intangible assets set forth on Exhibit 1.1-3. The Purchased Assets do not include good will or going concern value;

1.1.4 Intentionally omitted.

1.1.5 Subject to receipt of all necessary consents, all contracts set forth on Exhibit 1.1-5 ("Assumed Contracts");

1.1.6 All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of taxes); and

1.1.7 To the fullest extent permitted by applicable law, access to and custody of the patient medical records of the Practice as further described in **Section 6.4** of this Agreement; provided, however, that no part of the Purchase Price shall be allocated to the purchase of patient medical records.

1.1.8 Upon request, copies of all data and records of Seller used to operate the Practice, including all operating and business records, financial records and all other books and records, and, to the extent legally transferable, copies of employment and personnel records.

**Section 1.2 Excluded Assets**. The Purchased Assets shall not include the following ("Excluded Assets");

1.2.1 All accounts receivable, notes and notes receivable and other payments of the P.C. with respect to services Seller or Seller Physician provided or which arose from the operation of the Practice prior to the Closing;

1.2.2 All cash and cash equivalents, cash working capital and marketable securities, and bank and brokerage accounts and banking records of the P.C.;

1.2.3 All contracts that are not Assumed Contracts;

1.2.4 Seller's or Seller Physician's insurance policies, binders, certificates of insurance, and any claims and rights thereunder and proceeds thereof, and any other nontransferable licenses and assets;

1.2.5 All financial records of a personal nature not required to conduct business for the Practice and any personal financial items;

1.2.6 The tangible assets and intangible assets listed on Exhibit 1.2-6;

1.2.7 Personal items of the Seller Physician or any employee or service provider of the Practice, including, without limitation, items such as professional plaques, books, personal stationery, and other personal effects;

1.2.8 All computer programs and software or interests therein or rights thereto that are used to support the Practice together with the media on which such software and programs are stored, including all related documentation and information;

1.2.10 P.C.'s Medicare, Medicaid, TRICARE and other payor agreements and identifier numbers;

1.2.11 All equity record books, ledgers and books of original entry, tax and financial records and other materials and personnel records and any records that the Seller is required by law to retain in its possession;

1.2.12 All collection and credit records, medical literature, and advertising related to the Practice, including purchasing records, supplier lists and manuals;

1.2.13 Originals of Data and records of Seller used to operate the Practice, including all operating and business records, financial records and all other books and records, and, to the extent transferable, employment and personnel records. 1.2.14 All claims or choses in action of any sort that the P.C. may have against any third party;

1.2.15 All rights of set-off, counterclaim and/or recoupment respecting any obligations or liabilities of P.C. which are not included as part of the Assumed Liabilities or relate to any Excluded Assets;

1.2.16 All claims arising out of or relating to former members, employees, agents, advisors, consultants or other representatives of the P.C.; and

1.2.17 All rights of the Seller Parties under this Agreement, the Seller Physician Employment Agreement, the Medical Records Custody Agreement, the Assignment and Assumption Agreement and Bill of Sale and all other contracts, instruments and certificates contemplated hereunder to be delivered by any party hereto at or prior to the Closing.

**Section 1.3 Assumed Liabilities.** Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due only the following liabilities and obligations of Seller (collectively, the "Assumed Liabilities"), and no other liabilities:

1.3.1 all liabilities in respect of the Assumed Contracts, but only to the extent that such liabilities thereunder are required to be performed after the Closing; and

1.3.2 those other liabilities of Seller set forth on Exhibit 1.3-2;

**Section 1.4 Excluded Liabilities.** Notwithstanding the provisions of **Section 1.3** or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any liabilities of Seller of any kind or nature whatsoever other than the Assumed Liabilities. All liabilities of Seller other than the Assumed Liabilities are referred to in this Agreement as the "Excluded Liabilities". Seller shall pay and satisfy in due course all Excluded Liabilities. The Excluded Liabilities shall include, without limitation, the following:

1.4.1 Any costs or expenses, such as brokerage, accounting, legal or consulting fees or any financing costs, incurred in negotiating this Agreement or in consummating the transactions contemplated by this Agreement;

1.4.2 Any liability, commitment or obligation incurred in connection with the breach of any representation or warranty by Seller contained in this Agreement or as a result of any such breach;

1.4.3 Any claim against Seller as a result of any injury to any person arising out of the rendering or of the failure to render services prior to the Closing Date by Seller or any of

the current or former employees, agents, or representatives of Seller or any other person performing services for or on behalf of Seller;

1.4.4 Any claim against Seller, or any liability, commitment or obligation incurred by Seller in connection with any criminal, civil or administrative matters involving any of the current or former employees, agents, or representatives of Seller or any other persons performing services for or on behalf of Seller.

1.4.5 Any liability to any third party, including, but not limited to, any governmental entity, third party payor or other health care purchaser, for any overpayments or other reimbursement matters with respect to services rendered by or on behalf of Seller or by reason of any contractual settlement retroactively adjusting the amounts payable for reimbursement purposes with respect to services rendered by or on behalf of Seller;

1.4.6 Any federal, state or local tax liabilities relating to the operation of the Practice or the Purchased Assets before the Closing Date, including, without limitation, income tax, any investment tax credit recapture, depreciation recapture, employer taxes such as FICA and FUTA, any sales or use taxes, any withholding taxes and any workers' compensation premiums or adjustments; and

1.4.7 Any and all obligations of Seller in favor of the current or former employees utilized by Seller, including, without limitation, any wages, contributions to pension, profit sharing or other employee benefit plans, group insurance premiums, payroll taxes, accrued vacation and sick pay, unemployment compensation, workers' compensation severance or worker's disability benefits, salary withholding obligations and other employee costs.

## **ARTICLE II PURCHASE PRICE**

**Section 2.1 Purchase Price.** The purchase price for the Purchased Assets is **SEVENTY NINE THOUSAND SIX HUNDRED THIRTY FIVE AND 00/100ths (\$79,635.00)** Dollars (the "Purchase Price"), plus the assumption of the Assumed Liabilities, if any. At Closing, Buyer will pay Seller the Purchase Price through wire transfer to an account designated by the Seller in writing or by certified funds, at Buyer's option. The Purchase Price will be allocated on Internal Revenue Service Form 8594 in accordance with Exhibit 2.1 attached to this Agreement and Section 1060 of the Internal Revenue Code of 1986, as amended. Neither Buyer nor the Seller Parties shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required by applicable law.

## **ARTICLE III CLOSING**

**Section 3.1 Time and Place of Closing.** The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at a time and place to be mutually agreed upon by the Parties, upon completion, or express waiver, of all contingencies set forth in Article VI, but no later than [May 31], 2021, unless such date is extended by written agreement of the Parties. The date on which the Closing is to occur is herein referred to as the "Closing Date".

**Section 3.2 Closing Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller:

3.2.1 The Purchase Price.

3.2.2 An executed copy of the assignment and assumption agreement and bill of sale in the form attached as Exhibit 3.2-2 ("Assignment and Assumption Agreement and Bill of Sale").

3.2.3 Executed copies of (a) the Medical Records Custody Agreement, (b) that certain Lease Agreement, by and between the Buyer and Sappington Partnership, LLC (the "Lease"), and (c) that certain Physician Employment Agreement (Contract #21-0114), by and between the Seller Physician and the Buyer (the "Employment Agreement"), each of which will be duly executed by the Buyer and in full force and effect as of Closing.

3.2.4 An executed copy of a closing statement in form and substance agreeable to the Parties (the "Closing Statement").

3.2.5 Such other documents reasonably required by Seller to consummate the transactions contemplated by this Agreement.

**Section 3.3 Closing Deliveries by Seller.** At the Closing, Seller shall deliver to Buyer:

3.3.1 An executed copy of the Assignment and Assumption Agreement and Bill of Sale.

3.3.2 Executed copies of (a) the Medical Records Custody Agreement, duly executed by Seller and Seller Physician, (b) the Lease, duly executed by Sappington Partnership, LLC, and (c) the Employment Agreement, duly executed by the Seller Physician, each of which will be in full force and effect as of Closing.

3.3.3 Certified copies of resolutions of the Seller's governing body authorizing and approving the execution of this Agreement and the transactions contemplated by this Agreement.

3.3.4 All documents as are necessary to terminate and release all Encumbrances (other than Permitted Encumbrances) upon the Purchased Assets (if any) which documents shall be in form and substance acceptable to Buyer in its reasonable discretion and shall include, without limitation, all documents necessary to terminate the legal record of any such Encumbrances.

3.3.5 An executed copy of the Closing Statement.

3.3.6 Tax status certificates from the taxing authorities in the jurisdictions that impose taxes on Seller or where Seller has a duty to file tax returns in connection with the transactions contemplated by this Agreement and evidence of the payment in full or other satisfaction of any taxes owed by Seller in those jurisdictions.

3.3.7 Such other documents reasonably required by Buyer to consummate the transactions contemplated by this Agreement.

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that the following are true, accurate and complete in all material respects as of the Effective Date and shall remain true, accurate and complete as of the Closing Date:

**Section 4.1 Organization and Good Standing.** Seller is a professional corporation duly organized, validly existing and in good standing under the laws of Connecticut, and has the full power and authority necessary to (i) execute, deliver and perform its obligations under this Agreement; and (ii) carry on its business as it has been and is now being conducted and to own and lease the properties and assets which it now owns or leases.

**Section 4.2 Authorization and Validity.** The execution, delivery and performance of this Agreement have been duly authorized by all necessary company action. This Agreement constitutes the legal, valid, binding obligations of Seller, and is enforceable against Seller in accordance with its terms.

**Section 4.3 Absence of Conflicting Agreements or Required Consents.** The execution, delivery and performance by Seller to this Agreement: (i) do not require the consent of or notice to any governmental or regulatory authority or any other third party; (ii) will not conflict with any provision of Seller's organizational documents; (iii) will not conflict with or result in a violation of any law, ordinance, regulation, ruling, judgment, order or injunction of any court or governmental instrumentality to which Seller is subject or by which Seller or any of its properties are bound; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any notice under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which Seller is a party or by which Seller or any of its properties are bound; and (v) will not create any Encumbrance, other than a Permitted Encumbrance, on the Purchased Assets.

**Section 4.4 Performance of Contracts.** Seller has made available Buyer true and complete copies of any and all material leases, contracts, commitments and arrangements entered into by or on behalf of Seller in Seller's , including, without limitation: (a) all employment, consulting, employee benefit or non-competition agreements or plans, (b) all agreements relating to physician and other professional services, (c) all agreements for the provision of services for third party payors, managed care plans, and other purchasers of health care services, and (d) all credit, loan, security and mortgage agreements. Seller has delivered to Buyer a true summary of the terms of any oral or verbal contracts. Seller is not, in default or in material breach of any material provision of an Assumed Contract. All Assumed Contracts (except as otherwise described in Exhibit 1.1-5) are transferable to Buyer without the necessity of consent from any person not a party to this Agreement, and, upon assignment to Buyer hereunder, will continue in full force and effect on the same terms as currently exist. .

**Section 4.5 No Material Changes.** Since the end of Practice's most recent fiscal year: (a) there has been no material adverse change in the operations, properties, assets or condition of Seller relating to or affecting the Purchased Assets or the Practice, except as disclosed to Buyer in writing by Seller before the Closing Date; (b) there has been no material change in the number of employees or the compensation paid to employees of Practice; (c) there has not been any material change in billing practices or in the manner of maintaining books, accounts or business records relating to the operation of the Practice; (d) there has not been, other than in the ordinary course of business, any disposition of any property or other asset utilized in connection with the operations of the Practice. There are no pending or, to Seller's knowledge, threatened claims or other facts or conditions that might reasonably be expected to cause such a change to occur in the future.

**Section 4.6 Insurance Coverage.** Seller maintains general and professional liability, property loss, workers' compensation, and other insurance with respect to the Practice and the Purchased Assets in such amounts, of such kinds and with such insurance carriers as generally are deemed appropriate and sufficient for businesses of a similar size and activity. Copies of the Seller's insurance policies have been made available to the Buyer.

**Section 4.7 Litigation and Investigations.** There are no actions, suits, legal or administrative proceedings, governmental investigations, third party payor audits or adverse developments pending or, to the best of Seller's knowledge, threatened against or affecting the Seller, the Purchased Assets or the Practice.

**Section 4.8 Title to Purchased Assets.** Practice has and will transfer good and marketable title to all of the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances. All of the tangible Purchased Assets being acquired by Buyer, whether owned or leased, are in the possession and control of Seller and are located at the locations of the Practice in Glastonbury, Connecticut.

**Section 4.9 Condition of Assets.** The Purchased Assets are (a) in good operating condition and repair, ordinary wear and tear excepted; (b) include all rights, properties, interests in properties, and assets necessary to permit Buyer to continue operation of the Practice after the Closing as presently conducted; (c) owned in conformity, in all material respects, with applicable federal, state and local ordinances, regulations and building, zoning and other laws. All material known defects in the Purchased Assets have been disclosed to Buyer before the Effective Date.

**Section 4.10 Inventory.** The Practice inventory owned by Seller consists solely of medical and office supplies, and all inventory is usable in the ordinary course of business and contains no obsolete items. None of the inventory has been assigned to others and all inventory is free and clear of all Encumbrances other than Permitted Encumbrances.

**Section 4.11 Intellectual Property.** Exhibit 1.1-3 and Exhibit 1.2-6 list all of the patents, copyrights, computer programs, trademarks, trade names, service marks, domain names and addresses and other intangible personal property owned by Seller. For the avoidance of doubt, Exhibit 1.1-3 does not set forth any such intellectual property and other rights licensed to the Seller. To the Seller's knowledge, Seller is the sole owner of all rights, title and interest in the above and the rights to all of the above and are valid and enforceable and free of all Encumbrances other than Permitted Encumbrances. There are no outstanding options, agreements or licenses adversely affecting, in a material respect, Seller's ownership of the intellectual property set forth on Exhibit 1.1-3.

**Section 4.12 Environmental Matters.** The Practice is in compliance, in all material respects, with all laws relating to pollution, hazardous substances, or protection of the environment and there are no actual or contingent liabilities regarding hazardous substances relating to the business, properties or assets of the Practice. To its knowledge, Seller has received no written notice of any alleged noncompliance or liability regarding such matters. Seller has made available to Buyer true and complete copies of all reports and other information relating to the past or present environmental condition or compliance status of the past or present business, properties, or assets of the Practice.

**Section 4.13 Labor Relations.** As of the Closing, Seller will have no obligations, other than accrued salaries and employment benefits, under any written or oral employment contracts, consulting contracts, bonus agreements, phantom stock plans, vacation benefits, post-retirement

benefit plans or agreements, insurance plans, severance plans or agreements, dental or vision benefit plans, deferred compensation agreements, retirement pay agreements or similar agreements. To the Seller's knowledge, there are no circumstances which would reasonably cause the employees of Practice to be characterized as anything other than at will. Seller is not a party to any collective bargaining agreement or bound to any other agreement with a labor union. There are no proceedings pending for certification or representation before the National Labor Relations Board.

**Section 4.14** [Intentionally Omitted.]

**Section 4.15 Compliance.** Seller is in material compliance with, and the business of the Practice has been conducted according to, all applicable federal, state and local laws, orders, ordinances, rules and regulations relating to the Practice (and the operation and conduct thereof). Seller has not received written notice of any violation (other than those that have been cured) of any such law, order, ordinance, rule, regulation or requirement relating to the Practice or the Purchased Assets, nor, to the Seller's knowledge, do there exist any facts which would provide a basis for such claims. Seller possesses, as applicable, all federal, state and local governmental consents, licenses, permits, or other authorizations (collectively "Authorizations") to the extent such Authorizations are material to the Practice and which Authorizations, constitute all Authorizations reasonably required to permit Seller to conduct the Practice as it is currently conducted. No proceeding is pending or, to Seller's knowledge, threatened by any person seeking to revoke or deny the renewal of any Authorization. Seller and, to Seller's knowledge, employees of the Practice have not been debarred or suspended from the Medicare or Medicaid programs, excluded or involuntarily de-participated or denied participation status by any insurer or health maintenance organization for any reason. Seller has not been and is not currently a party to a corporate integrity agreement, compliance agreement, settlement agreement or any other such agreement with a federal or state government agency.

**Section 4.16 Taxes and Tax Returns.** Seller has filed all corporate, personal and real property and other tax returns that are required to be filed by Seller with respect to the Purchased Assets and the Practice, and has paid all taxes due under such tax returns before the Closing Date. To Seller's knowledge, no examination of any tax return of Seller is currently in progress that could result in a material adverse effect on the Purchased Assets. Seller has not been notified in writing that any unresolved issues have been raised by the Internal Revenue Service or any other taxing authority in connection with any returns and reports filed by Seller, which could have a material adverse effect on the Purchased Assets.

**Section 4.17 Financial Information.** Seller has made available to Buyer of a copy of Seller's tax returns for the past three (3) calendar years (the "Financial Information"). The Financial Information (a) has been prepared, in all material respects, on a consistent basis in accordance with the books and records of Seller; and (b) is true, accurate and complete in all material respects. As of the Effective Date, there have been no material liabilities or obligations of any kind, contingent or otherwise, which are not reflected on the Financial Information, nor has there been any material change in the financial condition, business, properties or results of operations of Seller in the period following December 31, 2020.

**Section 4.18 Related Party Interests.** Seller does not have any interest or investment in any partnership, joint venture, other business organization or facility which owns, operates or has any interest in any medical practice, medical clinic or clinical laboratory or provides professional medical services.



**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the following are true, accurate and complete in all material respects as of the Effective Date and shall remain true, accurate and complete as of the Closing Date:

**Section 5.1 Organization, Authority and Capacity.** Buyer is a Medical Foundation, duly organized, validly existing and in good standing under the laws of the State of Connecticut. Buyer has the full power and authority necessary to execute, deliver and perform its obligations under this Agreement.

**Section 5.2 Authorization and Validity.** The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on behalf of the Buyer. This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally, or as may be modified by a court of equity.

**Section 5.3 Absence of Conflicting Agreements or Required Consents.** The execution, delivery and performance by the Buyer to this Agreement: (i) do not require the consent of or notice to any governmental or regulatory authority or any other third party; (ii) will not conflict with any provision of the Buyer's organizational documents; (iii) will not conflict with or result in a violation of any law, ordinance, regulation, ruling, judgment, order or injunction of any court or governmental instrumentality to which Buyer is subject or by which Buyer or any of its properties are bound; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any notice under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which Buyer is a party or by which Buyer or any of its properties are bound, and which prevents the Buyer from consummating the transactions contemplated hereby.

**ARTICLE VI**  
**ADDITIONAL AGREEMENTS**

**Section 6.1 Operation of Business.** During the period beginning on the Effective Date and ending at Closing (or earlier termination of this Agreement under Section 10.1) (the "Pre-Closing Period"), Seller will use commercially reasonable efforts to keep its business and properties substantially intact, including its present operations, physical facilities, working conditions, insurance policies, and relationships with lessors, licensors, suppliers, patients, and employees. Until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer:

6.1.1 Seller will not amend, modify, or terminate any Assumed Contract;

6.1.2 Seller will not enter into any new lease, sublease, license or other agreement for the use or occupancy of any real property; and

6.1.3 Seller will not engage in any practice, take any action, or enter into any transaction outside the ordinary course of business.

**Section 6.2 Notice of Developments.** During the Pre-Closing Period,, Seller will promptly notify Buyer in writing of any material adverse development causing a breach of any of the representations and warranties in **ARTICLE IV** above.

**Section 6.3 Access.** During the Pre-Closing Period, Seller shall permit representatives of Buyer (including, but not limited to, legal counsel and accountants) to have reasonable access upon reasonable notice, and in a manner so as not to interfere with the normal business operations of Seller, to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to the Practice. Buyer shall be responsible for any costs or expenses attributable to such access.

**Section 6.4 Medical Records.** From and after the Closing, Buyer agrees to take custody and store certain medical records of Seller in accordance with the Medical Records Custody Agreement, attached hereto as Exhibit 6.4 (the "Medical Records Custody Agreement"), which will be executed by Buyer and Seller on or prior to the Closing Date.

**Section 6.5 Non-Competition.** From and after the Closing, Seller shall not operate a medical practice of any kind, which for the avoidance of doubt, shall not include any activities relating to billing and collections relating to services provided by the Practice prior to the Closing. Practice agrees that the remedy at law for breach of this **Section 6.5** is inadequate, and therefore, Buyer may obtain without protest from Seller all available equitable and injunctive relief in addition to pursuing any other remedies available, including preliminary and permanent injunctions from a court of competent jurisdiction to enjoin any violation of these covenants. If any provision of this **Section 6.5** is or becomes unlawful, the remaining language of the Section shall remain in effect and be construed in a manner which provides the maximum protection allowed by law to Buyer.

**Section 6.6 Employment of Physician and Non-Physician Employees.**

6.6.1 Practice shall terminate the employment of Seller Physician effective at the end of the business day immediately prior to the Closing Date. Seller shall be responsible for satisfying all legal obligations which may accrue out of the termination of the employment of its employees and Buyer shall have no obligation to assume or satisfy such obligations.

6.6.2 Seller shall terminate the employment of all non-physician employees listed on Exhibit 6.6-2 effective at the end of the business day immediately prior to the Closing Date. Buyer may offer employment to some or all of the non-physician employees of Practice effective on or after the Closing Date, but shall have no obligation to do so. All such employees so hired (also referred to as the "Hired Employees") shall comply with Buyer's hiring practices and be considered "new hires" of Buyer and Buyer shall establish all terms and conditions relating to their employment. Buyer shall not assume any past or future obligations of Seller to such employees, including specifically, but without limitation, any Excluded Liability and any obligations to pay severance or accrued vacation and sick time benefits to such employees. Seller acknowledges that the benefits offered to such employees may vary from those provided by Practice. Nothing contained in this Section or elsewhere in this Agreement shall obligate Buyer to continue to employ any such former employees for any length of time, and the employment of any such former employee by Buyer, if any, shall be terminable at will at any time. Seller shall be responsible for satisfying all legal obligations which may arise from the termination of the employment of its employees and Buyer shall have no obligation to satisfy such obligations.

6.6.3 Effective as of the end of the day immediately preceding the Closing Date, the Hired Employees will cease to be covered by the Seller's benefit plans (collectively the

“Plans”), and the Sellers and the Plans will be responsible for all benefits accrued and claims incurred under the Plans prior to the Closing Date, subject in all events to the terms of the Plans. Buyer will not have any obligation to provide, nor any liability for, any benefits of any kind under any of the Plans, nor will Buyer assume any of the Plans.

**Section 6.7 Exclusivity.** During the Pre-Closing Period, Seller will not: (i) solicit, initiate, or encourage the submission of any proposal or offer from any person relating to the acquisition of any capital stock or other voting securities, or any substantial portion of the assets, of Seller; or (ii) participate in any discussions or negotiations regarding or furnish any information with respect to any of the foregoing. Seller will notify Buyer promptly if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

**Section 6.8 Obligation to Maintain Insurance.** Seller shall maintain all insurance policies in existence on the Effective Date with their current coverage limits through the Closing Date.

**Section 6.9 Further Assurances.** After the Closing, the Parties will execute and deliver all such documents and instruments and perform, or cause to be performed, all other acts and things as reasonably necessary to carry out the provisions of this Agreement.

## **ARTICLE VII CONDITIONS TO CLOSING**

**Section 7.1 Conditions to Obligations of Buyer.** The obligation of Buyer to consummate the transactions contemplated herein is subject to the satisfaction or written waiver at Closing of each of the following conditions:

7.1.1 The representations and warranties set forth in ARTICLE IV above shall be true and correct in all respects at and as of the Closing;

7.1.2 Seller shall have performed and complied with, in all material respects, all of its covenants hereunder in all respects through the Closing Date;

7.1.3 No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge could (A) prevent consummation of any of the transactions contemplated by this Agreement; (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation; or (C) affect, materially and adversely, the right of Buyer to own and operate the Purchased Assets (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect); and

7.1.4 Seller shall have delivered to Buyer each of the deliverables listed in **Section 3.3.**

**Section 7.2 Conditions to Obligations of Seller.** The obligation of Seller to consummate the transactions contemplated herein is subject to satisfaction at Closing of the following conditions:

7.2.1 The representations and warranties set forth in ARTICLE V above shall be true and correct in all respects at and as of the Closing;

7.2.2 Buyer shall have performed and complied with, in all material respects, all of its covenants hereunder in all respects through the Closing Date;

7.2.3 No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge could (A) prevent consummation of any of the transactions contemplated by this Agreement; or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

7.2.4 There has been no change in Seller's financial condition, assets, liabilities, or business, other than changes in the ordinary course of business, none of which would be materially adverse and there has been no damage or loss, whether or not covered by insurance, materially and adversely affecting Seller's business or the Purchased Assets; and

7.2.5 Buyer shall have delivered to Seller the Purchase Price.

## **ARTICLE VIII** **INDEMNIFICATION**

**Section 8.1 Indemnification By Seller**. To induce Buyer to enter into this Agreement, Seller shall indemnify and hold harmless Buyer and its respective members, officers, directors, agents, physicians, employees, contractors or affiliates, from and against any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, but not limited to, reasonable attorneys' fees ("Losses"), suffered or incurred by any such party by reason of or arising out of any of the following: (a) the Excluded Liabilities and the Excluded Assets; (b) any inaccuracy in or the breach of any representation, or warranty of Seller contained in this Agreement or any document or instrument delivered by Seller in connection with this Agreement; (c) any breach, default, nonfulfillment or failure to timely perform any covenant or agreement of the Seller under this Agreement or any document or instrument delivered by Seller in connection with this Agreement; and (d) any claim made against Buyer arising out of Seller's ownership or use or sale or operation of the Purchased Assets, including, but not limited to, claims relating to or arising out of the hiring, firing, disciplining and supervising of, and otherwise with respect to any employees of Seller prior to the Closing Date. For purposes hereof, the term "Losses" shall not include consequential, incidental, special or punitive damages, including, without limitation, lost profit or diminution in value.

**Section 8.2 Indemnification By Buyer**. To induce Seller to enter into this Agreement, Buyer shall indemnify and hold harmless Sellers and their respective officers, directors, members, agents, physicians, employees, contractors or affiliates, from and against any and all Losses suffered or incurred by any such party by reason of or arising out of any of the following: (a) the Assumed Liabilities and the Purchased Assets; (b) any inaccuracy in or the breach of any representation, or warranty of Buyer contained in this Agreement or any document or instrument delivered by Buyer in connection with this Agreement; (c) any breach, default, nonfulfillment or failure to timely perform any covenant or agreement of the Buyer under this Agreement or any document or instrument delivered by Seller in connection with this Agreement; and (d) any claim made against Seller arising out of Buyer's ownership or use or sale or operation of the Purchased Assets, including, but not limited to claims relating to or arising out of the hiring, firing, disciplining

and supervising of, and otherwise with respect to any employees of Seller hired by Buyer and occurring after the Closing Date, except to the extent caused by the gross negligence, willful misconduct or fraud of the Seller Physician or the Seller.

**Section 8.3 Certain Limits on Indemnification** The aggregate amount of all Losses for which the Seller shall be liable under Section 8.1 or Buyer shall be liable under Section 8.2 shall not exceed the Purchase Price (the “Cap”); provided, however, in no event shall the Cap apply to Losses based upon, arising out of or with respect to fraud or willful breaches of any representations and warranties.

## ARTICLE IX

### EMPLOYEE BENEFIT PLANS

**Section 9.1** [Intentionally Omitted.].

**Section 9.2 Buyer Employee Benefit Plans.** Notwithstanding the foregoing, credit will be granted to the Hired Employees under the Buyer’s employee benefit plans, including, but not limited to, any retirement, 403(b), 401(k), profit sharing, health and welfare, life, disability, vacation or paid time-off, severance and similar plans of Buyer covering the Hired Employees for their continuous employment with Seller from their most recent hire date by Seller through the Closing Date for purposes of (A) satisfying any and all eligibility and participation requirements under such plans; (B) determining the vested status of the Hired Employees under such plans; and (C) determining the amount and duration of any benefits under such plans to the extent that service or seniority is a consideration in calculating benefits, but no credit for any service will be required that would result in a duplication of benefits, such as pension or retirement benefits, or an accrual of such a benefit for a period of time prior to the employment of the Hired Employees by Buyer, as provided herein. Notwithstanding the foregoing, such service credit will be granted only to the extent service with Buyer is recognized under any such plan, program, policy or arrangement, and will not be granted to the extent such treatment would result in duplicative benefits for the same period of service, or to the extent such service is prior to a specific date before which service would not have been credited for employees of Buyer.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.1 Termination.** This Agreement may be terminated and the transaction contemplated hereby may be abandoned at any time prior to the Closing as follows:

(a) By mutual written consent of the Parties;

(b) By either Party, upon a breach of, or failure to perform in any material respect (which breach or failure cannot be or has not been cured within thirty (30) days after the giving of notice of such breach of failure), any representation, warranty, covenant or agreement set forth in this Agreement on the part of the other Party;

(c) (i) By the Buyer if satisfaction of any of the conditions of Section 7.1 is or becomes impossible or cannot be satisfied other than through the failure of the Buyer to comply with its obligations under this Agreement and the Buyer has not waived such condition; or (ii) by the Seller if satisfaction of any of the conditions of Section 7.2 is or becomes impossible or cannot be satisfied other than through the failure of the Seller to comply with its obligations under this Agreement and the Seller has not waived such condition; and

(d) By the Buyer other than through the failure of the Buyer to comply with its obligations under this Agreement or by the Seller other than through the failure of the Seller to comply with its obligations under this Agreement, in either such case, if the Closing has not occurred on or before September 30, 2021.

If this Agreement is terminated pursuant to this Section 10.1, all further obligations of the Parties under this Agreement shall terminate without liability of any Party (or any stockholder, member, trustee, partner, director, manager, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement, except that (x) this paragraph, Article VIII, Article IX will survive such termination and (y) if this Agreement is terminated by a party because of the breach of this Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all remedies under this Agreement, applicable law and otherwise shall survive such termination.

**Section 10.2 Survival.** All representations and warranties made by any party to this Agreement will survive the Closing for a period of twenty-four (24) months. No investigation by or knowledge of a party or its representatives, before or after the Closing, will affect in any manner the representations, warranties, covenants, or agreements of another party set forth in this Agreement (or in any document to be delivered in connection with the consummation of the transactions contemplated by this Agreement) or the rights to rely thereon.

**Section 10.3 Expenses.** Each of the Parties hereto shall bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder.

**Section 10.4 Brokers.** Each party represents and warrants to the other that no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement.

**Section 10.5 Confidentiality.** The Parties agree that the terms and conditions of this Agreement and all negotiations with respect to this Agreement will remain confidential. Neither Buyer nor Seller will distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to any third person, except: (i) as required by law; (ii) as may be required in connection with audits conducted by third party payors, the Internal Revenue Service or other governmental agencies; (iii) to professional advisors of Seller or Buyer; or (iv) to affiliates of Buyer. The Parties agree that the terms and conditions of the Mutual Confidentiality and Non-disclosure Agreement entered into by the Parties, effective January 5, 2021 remain in full force and effect as of the date hereof.

**Section 10.6 Compliance.** The Parties will each perform this Agreement in compliance with all applicable laws. The Parties will not, directly or indirectly, engage in any additional transactions (other than those transactions contemplated by this Agreement) with each other for

six months after the Closing Date except for transactions that are specifically excepted under the provisions of 42 CFR 411.355 through 42 CFR 411.357 other than 42 CFR 411.357(f) and except for certain commercially reasonable post-closing adjustments, such as the Lease and the Employment Agreement, both of which will be effective as of the Closing Date. Furthermore, the Parties intend and in good faith believe that this Agreement complies with all applicable laws. If any party reasonably believes that any provision of this Agreement is contrary to the provisions of said laws or any regulation or government interpretation thereof, then the Parties will in good faith discuss such belief and, upon mutual agreement, the Parties may negotiate in good faith reform this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in accordance with applicable law in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

**Section 10.7 Notices.** Any notice permitted or required under this Agreement shall be deemed to have been received (even if delivery is refused or unclaimed) on the date which is (i) the date of delivery, if sent by certified U.S. mail or by Express U.S. mail or private overnight courier; or (ii) the date on which sent, if sent by facsimile transmission or e-mail transmission, with confirmation by the recipient and with the original to be sent by certified U.S. mail, addressed as follows (or at such other addresses that the Parties may notify each other in accordance with this **Section 10.7**):

**If to Seller:**

Joseph B. Sappington, M.D.  
F.A.C.C, P.C.  
8 Seminole Way  
Bloomfield, CT 06002

With a copy (which shall not constitute notice) to:  
jcamarco@goodwin.com

**If to Buyer:**

Trinity Health Of New England Provider  
Network Organization, Inc.  
1000 Asylum Avenue  
Hartford, CT 06105  
Attn: President

With a copy to:  
[LegalDepartment@trinityhealthofne.org](mailto:LegalDepartment@trinityhealthofne.org)  
Attn: Managing Counsel

**Section 10.8 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver. No single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 10.9 Assignment.** This Agreement shall not be assignable by any of the Parties hereto without the prior written consent of all other Parties; provided, that Buyer may assign its rights and obligations under this Agreement without the consent of Seller to any direct or indirect subsidiary, affiliate or successor of Buyer.

**Section 10.10 Headings.** The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement.

**Section 10.11 Entire Agreement.** This Agreement and the Exhibits, certificates and other documents delivered pursuant hereto or incorporated herein by reference, contain and constitute the entire agreement among the Parties and supersede and cancel any prior

agreements, representations, warranties, or communications, whether oral or written, among the Parties regarding the subject matter of this Agreement. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

**Section 10.12 Third-Party Beneficiaries.** No third parties are intended to benefit from this Agreement, and no third-party beneficiary rights shall be implied from anything contained in this Agreement.

**Section 10.13 Governing Law, Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, irrespective of its conflict of law provisions. Any dispute arising under this Agreement shall be heard by a state or federal court of competent jurisdiction located in Hartford County, CT. The provisions of this Agreement are severable and the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any other provision.

**Section 10.14 Counterparts and Copies.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (whether facsimile, electronic, photostatic or otherwise) of this Agreement and its Exhibits, certificates and other documents, and all signatures thereon (including counterparts) shall be deemed to be originals and may be relied on to the same extent as the originals.


**Section 10.15 Successors and Assigns.** All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of the Parties.



**Buyer and Seller, through their authorized representatives, have executed this Agreement as of the Effective Date.**

**SELLER:**


**Joseph B. Sappington, M.D. F.A.C.C, P.C.**

By:   
0679D2C3AD884E8...

Name: Joseph B. Sappington, M.D.

Title: Dr.

**SELLER PHYSICIAN:**

DocuSigned by:  
  
0679D2C3AD884E8...

Joseph B. Sappington, M.D.

**BUYER:**

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Buyer and Seller, through their authorized representatives, have executed this Agreement as of the Effective Date.**

**SELLER:**

**Joseph B. Sappington, M.D. F.A.C.C, P.C.**

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

Name:

Title:

**SELLER PHYSICIAN:**

\_\_\_\_\_

Joseph B. Sappington, M.D.

**BUYER:**

**TRINITY HEALTH OF NEW ENGLAND PROVIDER NETWORK ORGANIZATION, INC.**

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

Print Name: Ugochukwu Uwaoma, M.D., MBA, MPH

Its: President

## **EXHIBIT 1.1**

### **PERMITTED ENCUMBRANCES**

(1) Encumbrances for taxes, assessments and other charges not yet due and payable or which are being contested in good faith;

(2) Statutory and contractual mechanics', laborers', materialmen's, warehouseman's, carrier's and other similar Encumbrances arising in the ordinary course of business for sums not yet due or being contested in good faith;

(3) Encumbrances arising pursuant to applicable securities laws or the organization documents of the P.C. (other than as a result of a violation or breach thereof).

**EXHIBIT 1.1-1**  
**PURCHASED ASSETS**  
**LIST OF TANGIBLE PERSONAL PROPERTY**

Dr. Joseph Sappington  
Exhibit 1.1-1

Item #	Address	Location in Clinic	Qty.	Tangible Asset Description	Manufacturer	Model	Serial Number	Asset Condition	Asset Category	Estimated Fair Market Value
1	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Waste Basket, Plastic, 16"				Average	Other Equipment	\$5
2	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Bulletin Board, 24" x 36"				Average	Office Furniture	5
3	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Chair, Arm, Swivel, Cloth, Mesh Back				Average	Office Furniture	50
4	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	File Cabinet, 3 Drawer, Vertical, Metal				Average	Office Furniture	60
5	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	File Cabinet, 2 Drawer, Vertical, Metal				Average	Office Furniture	40
6	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Radio	Casio			Average	Other Equipment	5
7	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Monitor, LCD	Dell	22"		Average	Computer Equipment	20
8	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Monitor, LCD	LG	24"		Average	Computer Equipment	20
9	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Stool, Step, Chrome				Average	Medical Equipment	20
10	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Docking Station, Laptop	HP			Average	Computer Equipment	Exclude - Per Dr. Sappington
11	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Phone, Handset	NEC	DSX 22B		Average	Communications Equipment	40
12	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Desk, No Pedestal, Metal Frame, Wood Top, 24" x 60", w/ Hut				Average	Office Furniture	150
13	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Computer, Tower	IBM			Average	Computer Equipment	10
14	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Waste Basket, Mesh, 16"				Average	Other Equipment	5
15	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Monitor, LCD	Dell	ST2210		Average	Computer Equipment	20
16	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	2	Workstation, Computer, Metal, Mobile, w/ Keyboard Return				Average	Office Furniture	140
17	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Stool, Step, Chrome, w/ Handle				Average	Medical Equipment	30
18	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Patient Monitor	Ivy	101NR		Average	Medical Equipment	50
19	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Uninterruptible Power Supply	APC	Smart-UPS 2200		Average	Computer Equipment	300
20	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Clock, Wall				Average	Office Furniture	10
21	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Switch	Allied Telesis	AT-FS708		Average	Communications Equipment	70
22	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Stool, Exam				Average	Medical Equipment	60
23	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	2	Chair, Guest, Metal Frame, Plastic				Average	Office Furniture	40
24	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Sever	Sun Microsystems	SunBlade 150		Average	Computer Equipment	Value Included In Item #27
25	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Uninterruptible Power Supply	Cyberpower	1250va		Average	Computer Equipment	50
26	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Rack, Storage, Wire, 72", 5 Shelf, Mobile				Average	Office Furniture	70
27	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Nuclear Camera	1	Nuclear Camera, Upgrades	Philips	ADAC CardioMD		Average	Medical Equipment	35,000
28	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Waste Basket, Lid, Metal, 12"				Average	Other Equipment	20
29	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Waste Basket, Plastic, 16"				Average	Other Equipment	5
30	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Label Printer	SII	Smart Label 110		Average	Office Equipment	10
31	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Monitor, LCD	Dell	17"		Average	Computer Equipment	10
32	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Computer, Tower	Dell	Optiplex 745		Average	Computer Equipment	10
33	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Geiger Counter	Ludlum	Model 14C		Average	Medical Equipment	200
34	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Ratemeter	Ludlum	Model 2200		Average	Medical Equipment	500
35	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Dose Calibrator	Capintec	CRC-15R		Average	Medical Equipment	500
36	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Shield, L-Block	Graymont			Average	Medical Equipment	250
37	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	5	Sharps Container				Average	Medical Equipment	50
38	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Well Counter	Ludlum	M 243		Average	Medical Equipment	450
39	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	2	Shield, Syringe	Biodes	Pro Tec II		Average	Medical Equipment	100
40	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	12	Lead Brick				Average	Medical Equipment	120
41	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Storage, Lead Lined				Average	Medical Equipment	50
42	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hot Lab	1	Carrier, Shielded Syringe				Average	Medical Equipment	50
43	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Kitchen	1	Paper Towel Dispenser, Tri-Fold, Metal				Average	Other Equipment	10
44	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Kitchen	1	Microwave	Panasonic			Average	Other Equipment	30
45	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Kitchen	1	Toaster Oven	Cooks			Average	Other Equipment	10
46	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Kitchen	1	Refrigerator, Under Counter	Haier			Average	Other Equipment	80

47	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Kitchen	1	Refrigerator, Dorm	EdgeStar		Average	Other Equipment	60
48	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Kitchen	1	Waste Basket, Lid, Plastic, 20"			Average	Other Equipment	20
49	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	1	Bulletin Board, 24" x 36"			Average	Office Furniture	5
50	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	1	Waste Basket, Plastic, 24"			Average	Other Equipment	10
51	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	1	Chair, Guest, Metal Frame, Cloth			Average	Office Furniture	30
52	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	1	Shredder	Quill		Average	Office Equipment	20
53	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	2	Phone, Handset	NEC	DSX 22B	Average	Communications Equipment	80
54	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	4	Patient Chart Holder, Wood			Average	Office Furniture	40
55	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	1	Clock, Wall			Average	Office Furniture	10
56	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	4	Viewbox, 1 Panel			Average	Medical Equipment	240
57	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	2	Rack, Magazine, Plastic, 6 Pocket, Wall Mount			Average	Office Furniture	40
58	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	1	EKG, w/ Cart	Burdick	E350	Average	Medical Equipment	1,000
59	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Hall	1	Monitor, Blood Pressure	Omron	HEM-907XL	Average	Medical Equipment	200
60	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	2	Waste Basket, Plastic, 16"			Average	Other Equipment	10
61	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Picture Frame, Medium, "Degas"			Average	Office Furniture	100
62	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Chair, Arm, Swivel, Cloth, Mesh Back			Average	Office Furniture	50
63	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	3	Stethoscope			Average	Medical Equipment	30
64	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Rack, Storage, Metal Frame, Wood, 60", 6 Shelf			Average	Office Furniture	60
65	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Desk, Dual Pedestal, Wood			Fair	Office Furniture	100
66	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Phone, Handset	NEC	DSX 22B	Average	Communications Equipment	40
67	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Dictaphone	Nuance		Average	Medical Equipment	150
68	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Printer	HP	LaserJet 1018	Average	Computer Equipment	Exclude - Per Dr. Sappington
69	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Monitor, LCD	Dell	SE2717H	Average	Computer Equipment	50
70	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Computer, Laptop	HP	EliteBook 840 G4	Average	Computer Equipment	Exclude - Per Dr. Sappington
71	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	2	Chair, Arm, Guest, Wood Frame, Cloth			Average	Office Furniture	100
72	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Clock, Wall			Average	Office Furniture	10
73	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Bookcase, Wood, 72", 5 Shelf			Average	Office Furniture	80
74	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Rack, Storage, Wire, 72", 5 Shelf			Average	Office Furniture	60
75	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Router	Cisco	887VA	Average	Communications Equipment	40
76	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Switch	Cisco	SG 200-08	Average	Communications Equipment	5
77	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Modem	Arris	Surfboard SB6182	Average	Communications Equipment	20
78	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Modem	Arris	NVG510	Average	Communications Equipment	20
79	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Patch Panel, 24 Port			Average	Communications Equipment	20
80	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Phone, System	NEC	DSX-40	Average	Communications Equipment	150
81	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Vacuum, Hand Held	Black & Decker	Collector	Average	Other Equipment	10
82	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Dr. Sappington	1	Rack, Storage, Wire, 24", 2 Shelf, Mobile			Average	Office Furniture	30
83	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Paper Towel Dispenser, Tri-Fold, Metal			Average	Other Equipment	10
84	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	2	Rack, Storage, Wire, 60", 5 Shelf			Average	Office Furniture	100
85	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Rack, Storage, Wire, 36", 3 Shelf, Mobile			Average	Office Furniture	40
86	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Printer	HP	LaserJet Pro MFP M426f	Average	Computer Equipment	Exclude - Per Dr. Sappington
87	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Stand, Printer, Plastic, 24" x 24"			Average	Office Furniture	40
88	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	2	Chair, Arm, Swivel, Cloth			Average	Office Furniture	80
89	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	2	Surge Protector, Strip			Average	Computer Equipment	10
90	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Switch	Cisco	SE1500	Average	Communications Equipment	5
91	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Docking Station, Laptop	HP		Average	Computer Equipment	Exclude - Per Dr. Sappington
92	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	2	Monitor, LCD	HP	EliteDisplay E241i	Average	Computer Equipment	Exclude - Per Dr. Sappington
93	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	2	Phone, Handset	NEC	DSX 22B	Average	Communications Equipment	80
94	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Printer	HP	LaserJet 1012	Average	Computer Equipment	Exclude - Per Dr. Sappington
95	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	File Cabinet, 2 Drawer, Vertical, Metal			Average	Office Furniture	40
96	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Waste Basket, Plastic, 20"			Average	Other Equipment	10
97	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Desk, No Pedestal, Metal Frame, Wood Top, 24" x 60"			Average	Office Furniture	100

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98	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Waste Basket, Plastic, 16"				Average	Other Equipment	5
99	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Computer, Mini	HP	EliteDesk		Average	Computer Equipment	Exclude - Per Dr. Sappington
100	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Bulletin Board, 24" x 36"				Average	Office Furniture	5
101	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Desk, Corner, Metal Frame, Wood				Average	Office Furniture	100
102	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Mirror, 12" x 12"				Average	Office Furniture	20
103	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Printer	HP	LaserJet Pro 400 M401dr		Average	Computer Equipment	Exclude - Per Dr. Sappington
104	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Box, Fire-Resistant, w/ Key Lock	Sentry	1170		Average	Other Equipment	20
105	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	File Cabinet, 3 Drawer, Vertical, Metal				Average	Office Furniture	60
106	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Billing Office	1	Ladder, Metal, 2 Step				Average	Other Equipment	20
107	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Mirror, 12" x 12"				Average	Office Furniture	20
108	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Chair, Arm, Guest, Wood Frame, Cloth				Average	Office Furniture	50
109	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Scale, Column, w/ Stadiometer	Detecto			Average	Medical Equipment	100
110	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Cart, Utility, Plastic, 3 Shelf				Average	Office Furniture	70
111	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Programmer	Merlin			Average	Medical Equipment	Exclude - Not Owned
112	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	EKG, w/ Cart	Burdick	E350		Average	Medical Equipment	1,000
113	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Otoscope/Ophthalmoscope Set, Wall Mount	Welch Allyn	747		Average	Medical Equipment	120
114	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Light, Exam, Ceiling Mount	Burton	0131021 Cavitron		Average	Medical Equipment	200
115	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Stool, Exam				Average	Medical Equipment	60
116	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Sphygmomanometer, Dial, Wall Mount				Average	Medical Equipment	50
117	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Exam Table	Joerns	987H		Average	Medical Equipment	150
118	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	11	Sharps Container				Average	Medical Equipment	110
119	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Waste Basket, Lid, Metal, 16"				Average	Other Equipment	20
120	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Paper Towel Dispenser, Tri-Fold, Metal				Average	Other Equipment	10
121	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Waste Basket, Lid, Plastic, 24"				Average	Other Equipment	20
122	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	1	Thermometer	Welch Allyn	Thermoscan		Average	Medical Equipment	100
123	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	2	Sphygmomanometer, Aneroid				Average	Medical Equipment	40
124	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 3	3	Cuff, Blood Pressure				Average	Medical Equipment	30
125	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Picture Frame, Small, "Stat Kit"				Average	Office Furniture	50
126	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Cart, Utility, Wire, 2 Shelf				Average	Office Furniture	70
127	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Defibrillator	Philips	HeartStart		Average	Medical Equipment	500
128	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Defibrillator	MRL	PortaPulse 3		Average	Medical Equipment	100
129	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Fan, Mini	Duracraft			Average	Other Equipment	5
130	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Waste Basket, Lid, Metal, 12"				Average	Other Equipment	20
131	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Rack, Storage, Wire, 48", 3 Shelf, Mobile				Average	Office Furniture	50
132	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	5	Sharps Container				Average	Medical Equipment	50
133	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Paper Towel Dispenser, Tri-Fold, Metal				Average	Other Equipment	10
134	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Chair, Guest, Metal Frame, Plastic				Average	Office Furniture	20
135	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Exam Table	Joerns	987H		Average	Medical Equipment	150
136	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	2	Sphygmomanometer, Dial, Wall Mount				Average	Medical Equipment	100
137	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	2	IV Pole				Average	Medical Equipment	80
138	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Picture Frame, Small, "Human Heart"				Average	Office Furniture	50
139	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Clock, Wall				Average	Office Furniture	10
140	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Waste Basket, Plastic, 20"				Average	Other Equipment	10
141	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Mirror, 12" x 12"				Average	Office Furniture	20
142	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Picture Frame, Medium, "Eliot Porter"				Average	Office Furniture	100
143	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 2	1	Stress Test, w/ Treadmill	Quinton	Q-Stress/TM55		Average	Medical Equipment	4,500
144	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	2	Chair, Arm, Guest, Metal Frame, Cloth				Average	Office Furniture	80
145	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Wheelchair				Average	Medical Equipment	100
146	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Cart, Utility, Stainless Steel, 3 Shelf				Average	Office Furniture	100
147	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Printer	HP	LaserJet 1012		Average	Computer Equipment	Exclude - Per Dr. Sappington
148	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Ultrasound, w/ Probe	Philips	CX50		Average	Medical Equipment	20,000

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149	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Sphygmomanometer, Dial, w/ Cart			Average	Medical Equipment	60
150	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Stool, Step, Chrome			Average	Medical Equipment	20
151	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Treatment Table, Wood, 1 Shelf			Average	Medical Equipment	150
152	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Stool, Exam			Average	Medical Equipment	60
153	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Otoscope/Ophthalmoscope Set, Wall Mount	Welch Allyn	747	Average	Medical Equipment	120
154	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Paper Towel Dispenser, Tri-Fold, Metal			Average	Other Equipment	10
155	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Waste Basket, Lid, Plastic, 24"			Average	Other Equipment	20
156	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Fax Machine	Brother	MFC-4800	Average	Office Equipment	30
157	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Monitor, LCD	Westinghouse	20"	Average	Computer Equipment	20
158	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Computer, Tower	Dell	Dimensions 4550	Average	Computer Equipment	10
159	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	6	Recorder, Digital Holter	Burdick	Vision 5L	Average	Medical Equipment	3,000
160	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Restroom	1	Paper Towel Dispenser, Tri-Fold, Metal			Average	Other Equipment	10
161	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Restroom	1	Mirror, 12" x 12"			Average	Office Furniture	20
162	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Restroom	1	Waste Basket, Plastic, 16"			Average	Other Equipment	5
163	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	1	Wheelchair			Average	Medical Equipment	100
164	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	4	Chair, Folding, Metal Frame, Cloth			Average	Office Furniture	80
165	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	6	Chair, Arm, Guest, Metal Frame, Cloth			Average	Office Furniture	240
166	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	2	Chair, Guest, Metal Frame, Cloth			Average	Office Furniture	60
167	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	1	Waste Basket, Plastic, 16"			Average	Other Equipment	5
168	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	4	Patient Chart Holder, Plastic, Wall Mount			Average	Office Furniture	20
169	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	1	Rack, Magazine, Plastic, 9 Pocket, Wall Mount			Average	Office Furniture	30
170	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	1	Table, End, Wood, 24" x 24"			Average	Office Furniture	40
171	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	1	Picture Frame, Medium, "Bird"			Average	Office Furniture	100
172	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Lobby	6	Rack, Medical Records, Metal, 84", 8 Shelf			Average	Office Furniture	780
173	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	2	Rack, Storage, Wire, 24", 2 Shelf, Mobile			Average	Office Furniture	60
174	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Computer, Laptop	HP	EliteBook 840 G4	Average	Computer Equipment	Exclude - Per Dr. Sappington
175	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Docking Station, Laptop	HP		Average	Computer Equipment	Exclude - Per Dr. Sappington
176	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	2	Monitor, LCD	HP	EliteDisplay E241i	Average	Computer Equipment	Exclude - Per Dr. Sappington
177	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	5	Waste Basket, Plastic, 16"			Average	Other Equipment	25
178	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Chair, Arm, Swivel, Cloth, Mesh Back			Average	Office Furniture	50
179	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	2	Scanner	Fujitsu	Fi-7160	Average	Office Equipment	540
180	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	2	Phone, Handset	NEC	DSX 22B	Average	Communications Equipment	80
181	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Stethoscope			Average	Medical Equipment	10
182	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Receiver	Technics	SV-DA10	Average	Other Equipment	40
183	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Rack, Medical Records, Metal, 84", 8 Shelf			Average	Office Furniture	130
184	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Patient Chart Holder, Plastic, Wall Mount			Average	Office Furniture	5
185	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	2	File Cabinet, 3 Drawer, Vertical, Metal			Average	Office Furniture	120
186	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Printer	HP	LaserJet Pro 400 M401dr	Average	Computer Equipment	Exclude - Per Dr. Sappington
187	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Scanner, ID	IDTech	IDKE-S34833be	Average	Office Equipment	30
188	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Computer, Mini	HP		Average	Computer Equipment	Exclude - Per Dr. Sappington
189	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Scanner, Documents	DocketPort	667	Average	Office Equipment	50
190	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Clock, Wall			Average	Office Furniture	10
191	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Printer	HP	LaserJet Pro MFP M426fr	Average	Computer Equipment	Exclude - Per Dr. Sappington
192	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Reception	1	Chair, Arm, Swivel, Cloth			Average	Office Furniture	40
193	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Storage	2	Rack, Medical Records, Metal, 78", 8 Shelf			Average	Office Furniture	240
194	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Storage	1	Cart, Utility, Stainless Steel, 3 Shelf			Average	Office Furniture	100
195	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Storage	6	Rack, Storage, Wire, 60", 4 Shelf, Mobile			Average	Office Furniture	360
196	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Storage	1	Rack, Storage, Metal, 72", 5 Shelf			Average	Office Furniture	70
197	300 Hebron Ave., Suite 213, Glastonbury, CT 06033	Exam Room 1	1	Probe, Ultrasound	Philips	SS-1	Average	Medical Equipment	2,000
<b>Total Tangible Assets</b>									<b>\$79,635</b>

Exhibit 1.1-1

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**EXHIBIT 1.1-3**  
**PURCHASED ASSETS**  
**LIST OF INTANGIBLE ASSETS**

None



**EXHIBIT 1.1-4**  
**PURCHASED ASSETS**  
**LIST OF VALID AUTHORIZATIONS, PERMITS AND LICENSES**

Not applicable

**EXHIBIT 1.1-5**  
**PURCHASED ASSETS**  
**ASSIGNED CONTRACTS**

None

**EXHIBIT 1.2-6**

**EXCLUDED ASSETS**

**TANGIBLE AND INTANGIBLE ASSETS**

- 1. The right to the trade name “Joseph B. Sappington, M.D. F.A.C.C, P.C.”, “Joseph B. Sappington, M.D.” or any derivation thereof.**
- 2. Any email addresses associated with the Practice.**

**EXHIBIT 1.3-2**  
**ASSUMED LIABILITIES**

None

**EXHIBIT 2.1**

**PURCHASE PRICE (for purposes of IRS Form 8594)**

Amount and Allocation of Purchase Price:

- |    |  |                    |
|----|--|--------------------|
| 1. | Tangible Property:   | <u>\$79,635.00</u> |
| 2. | Supplies (value determined by Buyer to be paid on Closing Date): | <u>\$0.00</u>      |
| 3. | Intangible Assets:   | <u>\$0.00</u>      |
|    | (e.g., Custody of Medical Records)                               |                    |

**PURCHASE PRICE AS OF EFFECTIVE DATE:** \$79,635.00

**\*\*ACTUAL, ADJUSTED PURCHASE PRICE AS OF CLOSING DATE:** \$79,635.00

## EXHIBIT 3.2-2

### ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE** (the “**Agreement**”) is made as of this \_\_\_ day of \_\_\_\_\_, 2021, by and among **Trinity Health Of New England Provider Network Organization, Inc.**, a Connecticut Medical Foundation (“**Buyer**”), and **Joseph B. Sappington, M.D.** (“**Seller Physician**”) **Joseph B. Sappington, M.D., F.A.C.C. P.C.** (“**P.C.**” or the “**Seller**”), a Connecticut professional corporation. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Asset Purchase Agreement, dated May \_\_\_, 2021, between Buyer and Seller (the “**Purchase Agreement**”).

#### RECITALS

**WHEREAS**, pursuant to the Purchase Agreement and in connection with the receipt by Seller of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Seller, Seller has agreed to sell and transfer to Buyer all of Seller’s right, title and interest in and to the Purchased Assets as of the Closing Date; and

**WHEREAS**, pursuant to the Purchase Agreement, Buyer has agreed to assume, pay, perform and discharge when due the Assumed Liabilities as of the Closing Date.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Sale and Assignment of Purchased Assets. In accordance with and subject to the terms of the Purchase Agreement, Seller hereby grants, sells, assigns, conveys and transfers to Buyer as of the Closing all of Seller’s right title and interest in the Purchased Assets free and clear of all Encumbrances, except Permitted Encumbrances.
2. Acceptance and Assumption of Liabilities. In accordance with and subject to the terms of the Purchase Agreement, Buyer hereby purchases and accepts the Purchased Assets and assumes and irrevocably and unconditionally agrees to pay, perform and discharge when due the Assumed Liabilities as of the Closing.
3. Excluded Assets and Excluded Liabilities. Notwithstanding anything in the Purchase Agreement or this Agreement to the contrary, Seller retains and does not transfer, and Buyer does not purchase or acquire, assets or liabilities of Seller not within the definition of Purchased Assets or Assumed Liabilities, including, without limitation, the Excluded Assets and Excluded Liabilities.
4. Further Action. Seller and Buyer agree to execute and deliver all such further transfers, assignments or conveyances necessary to vest onto Buyer all rights, duties and obligations with respect to the Purchased Assets, including, but not limited to, the Assumed Contracts.
5. Purchase Agreement. This Agreement is entered into pursuant to and is subject in all respects to all of the terms, provisions and conditions of the Purchase

Agreement, and nothing herein will be deemed to release Seller or Buyer from any of their respective obligations under the Purchase Agreement, or, in any way, supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, covenants, agreements and indemnities of such parties set forth in the Purchase Agreement.

6. Miscellaneous.

6.1 Governing Law. This Agreement is made pursuant to, and shall be governed by, the laws and decisions of the State of Connecticut without regard to its choice of law provisions.

6.2 Inconsistency. In the event of any inconsistency or conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control.

6.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**“Buyer”:**

**Joseph B. Sappington, M.D., F.A.C.C. P.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“Seller”:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT 6.4

**MEDICAL RECORDS CUSTODY AGREEMENT**

This MEDICAL RECORDS CUSTODY AGREEMENT, is made as of the \_\_\_ day of [ ] 2021 by and between **JOSEPH B. SAPPINGTON, M.D., F.A.C.C., P.C.** (the "**Transferor**"), which is owned by **Joseph B. Sappington, M.D.** (the "**Physician**"), and **TRINITY HEALTH OF NEW ENGLAND PROVIDER NETWORK ORGANIZATION, INC. d/b/a TRINITY HEALTH OF NEW ENGLAND MEDICAL GROUP** (the "**Custodian**").

WHEREAS, The Transferor currently owns and operates a cardiology practice (the "**Practice**"); and

WHEREAS, Transferor, Physician and the Custodian have entered into an Asset Purchase Agreement, dated as of May \_\_, 2021 (the "**Purchase Agreement**"), to which this Agreement is an exhibit and pursuant to which the Custodian will purchase from the Transferor certain Purchased Assets (as defined in the Purchase Agreement) of the Practice, concurrently herewith, and Custodian will use them in operating its practice of medicine with Physician as an employed physician (the "**New Practice**"); and

WHEREAS, Transferor and Physician have determined that it will be in the best interests of the patients who received care and treatment at the Practice (the "**Patients**") if the Patients' medical records relating to such care and treatment (the "**Medical Records**") are transferred to Custodian and Custodian assumes custody of those Medical Records, effective upon the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, the parties desire to arrange for an orderly process for the delivery of the Medical Records to Custodian for its use in providing continuing care and treatment upon appropriate authorization from the Patients;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. Inventory of Medical Records.

Transferor shall compile an inventory list of the Patients' Medical Records located at the New Practice and supply a copy to Custodian. If any Medical Records are electronic, the inventory shall also identify the application used to create and view those Medical Records.



2. Transfer and Custody of Medical Records.

A. Transferor shall deliver the Medical Records to the custody of Custodian at the New Practice on the date hereof (the "**Transfer Date**") at Custodian's expense. Custodian shall execute a receipt for the Medical Records transferred.

B. On and after the Transfer Date, Custodian shall maintain the Medical Records in accordance with all applicable state and federal laws, rules and regulations governing the confidentiality and preservation of patient records, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and the regulations promulgated thereunder concerning, among other matters, privacy of individually identifiable medical, financial or other information, and security and electronic signature standards. Custodian shall implement appropriate safeguards to protect the Medical Records from theft, loss, unauthorized destruction and unauthorized use, disclosure or access. Custodian shall not sell, share, discuss, assign, transfer or otherwise disclose information from the Medical Records except as expressly required by law or permitted under the terms of this Agreement.

D. Custodian and the employees or agents of Custodian shall not access any Medical Record, or permit access by any other individual or entity, unless and until (i) a legally appropriate signed authorization form has been received from the Patient to whom the Medical Record relates or the Patient's legal representative and (ii) such authorization form has been placed in the Patient's Medical Record. Custodian shall not alter, or permit alteration of, any entry or documentation in the Medical Records relating to care and treatment provided before the Transfer Date, other than as required or permitted by applicable law. Transferor shall remain solely responsible for the completeness and accuracy of the entries made in the Medical Records before the Transfer Date, and Custodian shall be solely responsible for the completeness and accuracy of the entries made in the Medical Records on and after the Transfer Date.

E. Custodian shall provide timely access to, and per the Patient's choice, electronic copies and/or photocopies of, the Medical Records to the respective Patients to whom the Medical Records relate or their legal representatives to the extent required or permitted by law or regulation, and to all other individuals, entities, and governmental agencies that have the right to access and/or receive photocopies of the Medical Records under applicable laws and/or regulations. Custodian shall bear all costs and expenses associated with providing such access and/or photocopies, except that reasonable

payments by such individuals or entities for photocopies may be required to the extent permitted by law and in a manner consistent with Custodian's practices in providing copies of medical records of its patients and its policies concerning charges for photocopies of medical records. Custodian shall not release or transfer original Medical Records except as required by law or as specifically directed and authorized by a Patient.

F. Transferor retains its right, title and interest in and to the Medical Records and only custody of the Medical Records is being transferred to Custodian under this Agreement. Transferor and Physician shall have and maintain the right to continual access to all Medical Records for clinical, legal, financial, and/or any other reasons, provided, however, that such right shall not include access to entries in such records for services provided after the Transfer Date unless authorized by the Patient or the Patient's representative. Transferor and Physician shall be permitted to photocopy and/or electronically copy any Medical Record, at its expense. If Custodian changes the software in which the Medical Records are maintained and the new system requires special licensing for continued access, Custodian will provide Transferor and Physician with an enterprise or site license to ensure such access. Custodian will also provide Transferor and Physician with a telephone number, at the commencement of this Agreement and as changed from time to time, for an individual to contact in the event of any problems with accessing the Medical Records.

G. Custodian shall not remove or permit the removal of the Medical Records from the New Practice except as otherwise provided by state or federal law, rule, or regulation, the provisions in this Section 2.G, or as agreed to by Transferor in writing, in advance. In the event that the New Practice is moved to another location or locations at any point in the future, Custodian shall provide thirty (30) days prior written notice to Transferor of such move. After giving such notice, Custodian may move the Medical Records to the new location(s) at Custodian's expense, and this Agreement shall remain in full force and effect.

H. Custodian agrees to maintain and preserve custody of all Medical Records at its sole cost and expense for such periods as may be legally required for the retention of medical records by physicians and medical practices under applicable laws and regulations. This provision shall not preclude Custodian from transferring the Medical Records to microfilm or other similar medium, or archiving any electronic Medical Records to offline storage media, so long as the confidentiality, integrity and availability of the Medical Records is maintained. Custodian shall be responsible, at its expense, for upgrading any archived information in the event of a software upgrade.

I. After expiration of the required retention periods described in Section 2.G above, Transferor grants Custodian authority to cause the Medical Records to be destroyed. Custodian shall give Transferor thirty (30) days advance written notice prior to destruction of any Medical Record(s), and upon request by Transferor, Custodian shall permit Transferor to gain custody of such Medical Record(s). In the event that Custodian does not destroy the Medical Records on the date set forth in the original notice to Transferor, Custodian shall so notify Transferor and shall further notify Transferor of the date when such Medical Records are actually destroyed.

J. The parties understand and agree that in reliance on the promises of Custodian made in this Agreement, Transferor will not retain copies of the Medical Records. This provision shall not limit the right of Transferor to obtain originals or copies of the Medical Records as described in this Agreement.

3. Patient Communication.

A. On or after the Transfer Date, Custodian may, in its discretion and at its expense, send letters to some or all Patients to whom the Medical Records relate, solely for the purpose of informing them that Custodian now has custody of their Medical Records at the New Practice.

B. At least thirty (30) days prior to any change in the location of any of the Medical Records pursuant to Section 2.G above, Custodian shall send letters to all affected Patients informing them of the date of such move and the new location of their Medical Records. Custodian shall send a copy of the form of such letter to Transferor.

4. Term and Termination.

A. This Agreement shall take effect upon execution by both of the parties hereto and shall remain in effect through the date when all of the Medical Records have been destroyed, unless terminated earlier as described herein.

B. In the event Transferor believes that Custodian has materially breached this Agreement, Transferor shall notify Custodian in writing. If Custodian fails to cure the breach within thirty (30) days after receiving such notice, Transferor may terminate this Agreement by giving further written notice to Custodian. At that point, if Transferor reasonably believes that the physical integrity, contents or confidentiality of the Medical Records is endangered, Transferor may enter the New Practice or other location where the Medical Records are then stored and take all necessary measures to protect the

Medical Records, including but not limited to removing the Medical Records from the New Practice or other location.

C. This Agreement may be terminated at any time by the mutual written consent of the parties.

D. Upon termination of this Agreement for any reason, Custodian shall fully cooperate with Transferor to ensure the prompt and safe transmission of the Medical Records to Transferors' premises or such other location as is designated by Transferor.

E. In the event that Custodian desires to transfer custody of the Medical Records to another person or entity, that person or entity, as applicable, must first enter into a medical records custody agreement with Transferor, in substantially the same form as this Agreement, to become effective as of the date of the transfer. The Medical Records shall not be transferred to the custody of such other person or entity, as applicable, unless and until such an agreement is executed by all parties.

F. All provisions of this Agreement that by their terms may require performance by one or more parties following the expiration or termination of this Agreement shall survive such expiration or termination. Such provisions shall include, but shall not be limited to, Section 5.

5. Indemnification.

Each party covenants to indemnify and hold the other party harmless from any and all uninsured or underinsured losses, damages or liability, including attorneys' fees, arising out of negligence or other unlawful malfeasance or nonfeasance by the party or the party's servants, agents or employees, upon or in relation to the fulfillment of responsibilities and obligations under this Agreement, including but not limited to any breach of this Agreement, provided that indemnification shall not apply to the extent of any applicable insurance coverage. Regardless of the nature of the claim, each party further covenants to the other that, in case any claim or demand is asserted against it that may result in liability to the other, it shall give prompt notice thereof in writing to the other party and shall cooperate in the investigation of any such claim and/or the defense of any action arising therefrom.

6. Miscellaneous.

A. Neither party may assign this Agreement without the express prior written consent of the other party, except that Transferor may assign this Agreement to any entity that is the successor to Transferor's assets or operations, is the survivor of a corporate merger or consolidation with

Transferor, or is the Custodian of all or substantially all of Transferors' assets. Any other attempt to assign this Agreement without required consent shall be void.

B. Neither party shall be authorized to act as agent for the other or to incur any liability in the name of or on behalf of the other, unless specifically authorized in this Agreement or in a writing executed by the party that would be responsible for the obligation.

C. The waiver of any breach or default hereunder by either party, or the failure of either party to insist on strict compliance with any obligation hereunder, shall not operate or be construed as a waiver of any repetition of such breach or default or of any other breach or default, or of the right of any party to demand, at any time, strict compliance with the terms of this Agreement, nor shall it affect any of the other terms or conditions of this Agreement or the enforceability thereof.

D. This Agreement shall be governed by the laws of the State of Connecticut. The venue for any action to interpret or enforce this Agreement shall be in the courts in Hartford County, Connecticut. In the event litigation or arbitration is commenced to interpret or enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and litigation or arbitration expenses, including arbitration fees.

E. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof. No amendment, change or modification of this Agreement shall be effective unless in writing and signed by each of the parties hereto.

F. If any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

G. Any notices required to be given and documents required to be exchanged pursuant to the term and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective party at the address stated below:

If to Transferor: Joseph B. Sappington, M.D., F.A.C.C., P.C.  
8 Seminole Way  
Bloomfield, CT 06002  
Attention: Joseph B. Sappington, M.D.

If to Custodian: TRINITY HEALTH OF NEW ENGLAND PROVIDER NETWORK ORGANIZATION, INC.  
d/b/a TRINITY HEALTH OF NEW ENGLAND MEDICAL GROUP  
1000 Asylum Avenue, 5<sup>th</sup> Floor

Hartford, CT 06105  
Attention: President

Notices shall be deemed to be effective on the date when they are mailed.

H. Notwithstanding any other provision in this Agreement, each party remains responsible for ensuring that any service that it provides pursuant to this Agreement complies with all pertinent federal, state and local statutes, rules and regulations.

I. Nothing in this Agreement shall be deemed to require that either party refer patients to the other party or health care practitioners employed by or affiliated with the other party for the performance of medical, surgical or other health care services. The rights of either party under this Agreement are not dependent upon any referrals for any health services from it to the other party, and shall not be amended based upon the volume or value of any referrals as may occur.

J. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**[Signature page follows]**

**Signature Page to Medical Records Custody Agreement**

**Between TRINITY HEALTH OF NEW ENGLAND PROVIDER NETWORK ORGANIZATION,  
INC. d/b/a TRINITY HEALTH OF NEW ENGLAND MEDICAL GROUP (“Custodian”)**

**and**

**Joseph B. Sappington, M.D., F.A.C.C., P.C. (“Transferor”)**

**TRANSFEROR**

**JOSEPH B. SAPPINGTON, M.D., F.A.C.C., P.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTODIAN**

**TRINITY HEALTH OF NEW ENGLAND PROVIDER  
NETWORK ORGANIZATION, INC.**

By: \_\_\_\_\_  
Print Name: Ugochukwu Uwaoma, M.D., MBA, MPH  
Its: President  
Date: \_\_\_\_\_





**EXHIBIT 6.6-2**

**LIST OF NON-PHYSICIAN EMPLOYEES TO BE EMPLOYED BY BUYER**

Debra Hanbury  
Sue Hutwelker

**BILL OF SALE**

September 7, 2021

KNOW ALL PERSONS BY THESE PRESENTS, that **Joseph B. Sappington, M.D., F.A.C.C. P.C.** ("P.C." or the "Seller"), a Connecticut professional corporation, has entered into that certain Asset Purchase Agreement, dated as of June 14, 2021 (the "**Purchase Agreement**"), by and among Seller, Trinity Health of New England Provider Network Organization, Inc. ("**Buyer**") and Joseph B. Sappington, M.D., providing for, *inter alia*, Seller's sale to Buyer of all right, title and interest in and to the Nuclear Camera. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

1. Sale and Assignment of Nuclear Camera. In accordance with and subject to the terms of the Purchase Agreement, Seller hereby grants, sells, assigns, conveys and transfers to Buyer as of the Closing all of Seller's right title and interest in the Nuclear Camera free and clear of all Encumbrances, except Permitted Encumbrances, as of the Nuclear Camera Closing Date.

2. Further Action. Seller and Buyer agree to execute and deliver all such further transfers, assignments or conveyances necessary to vest onto Buyer all rights, duties and obligations with respect to the Nuclear Camera.

3. Purchase Agreement. This Agreement is entered into pursuant to and is subject in all respects to all of the terms, provisions and conditions of the Purchase Agreement, and nothing herein will be deemed to release Seller or Buyer from any of their respective obligations under the Purchase Agreement, or, in any way, supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, covenants, agreements and indemnities of such parties set forth in the Purchase Agreement.

4. Miscellaneous.

(a) Governing Law. This Agreement is made pursuant to, and shall be governed by, the laws and decisions of the State of Connecticut without regard to its choice of law provisions.

(b) Inconsistency. In the event of any inconsistency or conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control.

(c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

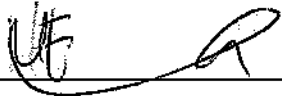
**IN WITNESS WHEREOF**, the parties hereto have executed this Bill of Sale as of the date first written above.

**Joseph B. Sappington, M.D., F.A.C.C. P.C.**

DocuSigned by:  
By: Dr. Joseph B. Sappington  
Name: Dr. Joseph B. Sappington  
Title: President

Agreed and Accepted:

**Trinity Health of New England Provider Network Organization, Inc.**

By:   
Ugochukwu Uwaoma, M.D., MBA, MPH,  
President

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
AND BILL OF SALE**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE** (the “**Agreement**”) is made as of this 2<sup>nd</sup> day of August, 2021, by and among **Trinity Health Of New England Provider Network Organization, Inc.**, a Connecticut Medical Foundation (“**Buyer**”), and **Joseph B. Sappington, M.D.** (“**Seller Physician**”) **Joseph B. Sappington, M.D., F.A.C.C. P.C.** (“**P.C.**” or the “**Seller**”), a Connecticut professional corporation. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Asset Purchase Agreement, dated June 14, 2021, between Buyer and Seller (the “**Purchase Agreement**”).

**RECITALS**

**WHEREAS**, pursuant to the Purchase Agreement and in connection with the receipt by Seller of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Seller, Seller has agreed to sell and transfer to Buyer all of Seller’s right, title and interest in and to the Purchased Assets (other than the Nuclear Camera) as of the Closing Date; and

**WHEREAS**, pursuant to the Purchase Agreement, Buyer has agreed to assume, pay, perform and discharge when due the Assumed Liabilities as of the Closing Date.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

- i) Sale and Assignment of Purchased Assets (other than the Nuclear Camera). In accordance with and subject to the terms of the Purchase Agreement, Seller hereby grants, sells, assigns, conveys and transfers to Buyer as of the Closing all of Seller’s right title and interest in the Purchased Assets (other than the Nuclear Camera) free and clear of all Encumbrances, except Permitted Encumbrances.
- ii) Acceptance and Assumption of Liabilities. In accordance with and subject to the terms of the Purchase Agreement, Buyer hereby purchases and accepts the Purchased Assets (other than the Nuclear Camera) and assumes and irrevocably and unconditionally agrees to pay, perform and discharge when due the Assumed Liabilities as of the Closing.
- iii) Excluded Assets and Excluded Liabilities. Notwithstanding anything in the Purchase Agreement or this Agreement to the contrary, Seller retains and does not transfer, and Buyer does not purchase or acquire, assets or liabilities of Seller not within the definition of Purchased Assets or Assumed Liabilities, including, without limitation, the Nuclear Camera, the Excluded Assets and Excluded Liabilities.
- iv) Further Action. Seller and Buyer agree to execute and deliver all such further transfers, assignments or conveyances necessary to vest onto Buyer all rights, duties and obligations with respect to the Purchased Assets (other than the Nuclear Camera), including, but not limited to, the Assumed Contracts.

- v) Purchase Agreement. This Agreement is entered into pursuant to and is subject in all respects to all of the terms, provisions and conditions of the Purchase Agreement, and nothing herein will be deemed to release Seller or Buyer from any of their respective obligations under the Purchase Agreement, or, in any way, supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, covenants, agreements and indemnities of such parties set forth in the Purchase Agreement.
  
- vi) Miscellaneous.
  - (a) Governing Law. This Agreement is made pursuant to, and shall be governed by, the laws and decisions of the State of Connecticut without regard to its choice of law provisions.
  
  - (b) Inconsistency. In the event of any inconsistency or conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control.
  
  - (c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**"Buyer":**

**Trinity Health Of New England Provider Network Organization, In.**

By: 

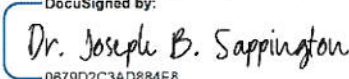
Name: Ugochukwu Uwaoma, M.D., MBA, MPH

Title: President

**"Seller":**

**Joseph B. Sappington, M.D., F.A.C.C. P.C.**

DocuSigned by:



By: 0879D2C3AD884F8

Name: Dr. Joseph B. Sappington

Title: President

**APPROVED**

**Trinity Health Of New England Corporation, Inc.  
Department of Legal Services**