

BILL OF SALE

This Bill of Sale (the "**Bill of Sale**") from **U.S. HealthWorks Medical Group of Florida, Inc.**, a Florida corporation ("**Seller**"), to **Occupational Health Centers of the Southwest, P.A.**, a Texas professional association ("**Buyer**"), is executed and delivered to be effective as of 12:01 AM on **September 10, 2018** (the "**Effective Time**").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer all of its right, title and interest in and to all medical assets physically located at the medical clinic located at **311 S. Cypress Road, Pompano Beach, FL 33060** (the "**Assets**") to have and to hold the same unto Buyer, its successors and assigns, forever.

2. Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale. Buyer hereby accepts such assets.

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

4. Any Person may rely, without further inquiry, upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification, or affidavit by any notary public of any state relating to the authorization, execution, and delivery of this Bill of Sale or to the authenticity of any copy hereof.

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

6. This Bill of Sale shall be construed in accordance with, and governed by, the laws of the State of Florida, without regard to the application of conflicts of law principles.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale to be effective as of the Effective Time.

SELLER:

U.S. HealthWorks Medical Group of Florida, Inc.
A Florida corporation.

By: John F. Duggan
Name: John F. Duggan, D.O., M.B.A.
Title: Senior Vice President & Assistant Secretary

BUYER:

Occupational Health Centers of the Southwest, P.A., a
Texas professional association.

By: R.G. Hassett
Name: Robert G. Hassett, D.O., M.P.H.
Title: President

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1. Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer all of its right, title and interest in and to all medical assets physically located at the medical clinic located at **407 SE 24th Street, Ft. Lauderdale, FL 33316** (the "**Assets**") to have and to hold the same unto Buyer, its successors and assigns, forever.

2. Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale. Buyer hereby accepts such assets.

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By: John F. Duggan
Name: **John F. Duggan, J.D., M.B.A.**
Title: **Senior Vice President & Assistant Secretary**

BUYER:

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Texas professional association

By: R.G. Hassett, D.O., M.P.H.
Name: **Robert G. Hassett, D.O., M.P.H.**
Title: **President**

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1. Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer all of its right, title and interest in and to all medical assets physically located at the medical clinic located at **7676 Peters Road, Plantation, FL 33324** (the "**Assets**") to have and to hold the same unto Buyer, its successors and assigns, forever.

2. Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale. Buyer hereby accepts such assets.

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1. Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer all of its right, title and interest in and to all medical assets physically located at the medical clinic located at **1007 W. Commercial Blvd, Ft. Lauderdale, FL 33309** (the "**Assets**") to have and to hold the same unto Buyer, its successors and assigns, forever.

2. Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale. Buyer hereby accepts such assets.

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1. Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer all of its right, title and interest in and to all medical assets physically located at the medical clinic located at **600 Cattlemen Road, Ste. 120, Sarasota, FL 34232** (the "Assets") to have and to hold the same unto Buyer, its successors and assigns, forever.

2. Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale. Buyer hereby accepts such assets.

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2. Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale. Buyer hereby accepts such assets.

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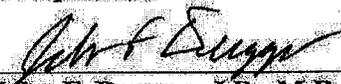
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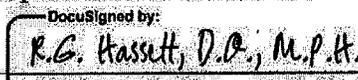
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