

TRANSITION AND ADMINISTRATIVE SERVICES AGREEMENT

This TRANSITION AND ADMINISTRATIVE SERVICES AGREEMENT (this “Agreement”) is entered into and shall be effective as of _____, 2021 (the “Effective Date”), by and between Nacogdoches County Hospital District d/b/a Nacogdoches Memorial Hospital, a hospital district created by statute of the State of Texas (the “District”), and Lion Star Nacogdoches Hospital, LLC, a Texas limited liability company (“LSNH”). The District and LSNH are together referred to herein as the “Parties” and individually as a “Party.”

RECITALS:

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated _____, 2021 between the Parties (the “APA”), the District and LSNH have agreed that (i) the District will provide certain transition services to LSNH; and (ii) LSNH will provide certain administrative support services to the District; and

WHEREAS, each of the District and LSNH have agreed to enter into this Agreement for the provision of certain services by, on the one hand, District to LSNH and, on the other hand, by LSNH to District during a transition period beginning on the Effective Date (collectively, the “Service(s)”).

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as set forth below.

Section 1. Definitions. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the APA.

Section 2. Duties and Obligations of the District.

2.1 District Transition Services. The District shall provide to LSNH the services as described on Schedule 2.1 attached hereto (the “District Transition Services”).

2.2 Responsibility for District Transition Services. Without limiting anything else set forth herein, District shall be solely responsible for District Transition Services, and LSNH hereby agrees and acknowledges that District’s ability to perform the District Transition Services hereunder is dependent upon LSNH: (i) accurately recording and providing in a timely manner to District all information and data necessary for the provision of the District Transition Services, (ii) complying with applicable law, and (iii) making, when required, all applicable filings that are LSNH’s obligation under law and that relate to the District Transition Services.

2.3 Compliance with Laws. The District shall comply with the provisions of all applicable municipal, state and federal laws and regulations that are applicable to the performance of the District Transition Services under this Agreement.

2.4 Confidentiality of Patient Records. Each Party shall comply with all federal, state and local laws and regulations respecting the confidentiality of patient records. In providing the services herein, the District is a “Business Associate” of LSNH as such term is defined under the provisions of the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, as may be amended from time to time (“HIPAA”), and shall be subject to the terms of a Business Associate Agreement between LSNH and the District in the form attached hereto as Exhibit A, which Exhibit is hereby incorporated by reference to and made a part of this Agreement. To the extent of any inconsistency or conflict between Exhibit A and any other provision of this Agreement, the provisions of Exhibit A shall govern.

Section 3. Duties and Obligations of LSNH.

3.1 Administrative Assistance. LSNH shall make available to the District, upon written request and mutual written agreement on Administrative Assistance Fees (as defined below) certain administrative assistance during the Term (the “Administrative Assistance”) as described on Schedule 3.1, including such administrative assistance with respect to the District’s ambulance service.

3.2 Responsibility for Administrative Assistance. Without limiting anything else set forth herein, LSNH shall be solely responsible for Administrative Assistance, and District hereby agrees and acknowledges that LSNH’s ability to perform the Administrative Assistance hereunder is dependent upon the District: (i) accurately recording and providing in a timely manner to LSNH all information and data necessary for the provision of the Administrative Assistance, (ii) complying with applicable law, and (iii) making, when required, all applicable filings that are the District’s obligation under law and that relate to the Administrative Assistance.

3.3 Compliance with Laws. LSNH shall comply with the provisions of all applicable municipal, state and federal laws and regulations that are applicable to the performance of its duties and obligations under this Agreement.

Section 4. Record Retention; Access to Information. The Parties acknowledge and agree that documents and records generated in connection with the provision of District Transition Services and/or Administrative Assistance (collectively, “Services”) during the Term of this Agreement shall be maintained by the Parties in accordance with the terms of Article 7 of the APA. Each Party will provide to the other Party copies of all then existing files, records and financial and operational data relating to the Services provided by such Party under this Agreement (the “Services Records”) as are reasonably requested by the applicable requesting Party. The Services Records will be provided to the requesting Party at the requesting Party’s sole cost and expense.

Section 5. Compensation.

5.1 Administrative Assistance Fees. The District shall compensate LSNH for the provision of the Administrative Assistance in accordance with the reimbursement rates set forth in Schedule 5.2, attached hereto and incorporated herein by reference (the “Administrative Assistance Fees”), including such amounts as are prorated for any partial month during the Term

based upon the actual number of days in the applicable month during which this Agreement is in effect. LSNH shall send to the District on a monthly basis an invoice setting forth the Administrative Assistance Fees for the prior month. The District shall pay any Administrative Assistance Fees within thirty (30) days following the receipt of such invoice from LSNH. Late payments shall accrue interest at the rate of twelve percent (12%) per annum, and the amount of any such accrued late fees and interest payable by the District hereunder may be credited against future monthly payments due hereunder.

5.2 Reimbursement of Costs and Expenses. In addition to the Administrative Assistance Fees, each Party shall reimburse the other Party for any actual out-of-pocket fees, costs or expenses incurred by such Party in connection with the provision of either the District Transition Services or Administrative Assistance, as applicable. Each Party shall provide to the other Party documentation supporting such fees, costs, expenses or third-party charges along with the invoice provided pursuant to Section 5.1.

5.3 Resolution of Disputes. In the event that either Party disputes any portion of the amount due on any invoice or requests an adjustment to an invoiced amount, or in the event of any other dispute with respect to the services or this Agreement (each such event, a “Dispute”), the complaining Party shall notify the other Party in writing of the nature and basis of the Dispute and/or adjustment as soon as reasonably possible. The Parties shall use commercially reasonable efforts to resolve the Dispute prior to the payment due date, if applicable.

Section 6. Term and Termination.

6.1 Term. This Agreement shall commence on _____, and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with the provisions of Section 6. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless terminated pursuant to Section 6 (collectively, the “Renewal Terms”) (the Initial Term and any Renewal Term thereafter shall be collectively referred to herein as the “Term”).

6.2 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual written agreement.

6.3 Termination without Cause. Either Party may terminate this Agreement without cause upon ninety (90) days’ advance written notice to the other Party.

6.4 Termination for Cause. Either Party may terminate this Agreement effective immediately upon the expiration of a thirty (30) calendar day cure period following written notice to the other Party of a material breach or failure by such breaching Party to perform its obligations arising under this Agreement, which material breach or failure is not cured to the reasonable satisfaction of the non-breaching Party within such thirty (30) day cure period; *provided* that the cure period for failure to pay Services Fees shall be ten (10) business days.

6.5 Effects of Termination. Upon termination of this Agreement, each Party’s obligations to perform Services hereunder shall cease; *provided* that the Parties shall perform such acts as are necessary to wind up their activities under this Agreement in an orderly manner. The Parties acknowledge and agree that termination of this Agreement or any or all of the

Services to be provided under this Agreement shall not relieve a Party of any of its obligations under the APA or any other ancillary document in connection therewith.

6.6 Loss of License; Government Exclusion. Notwithstanding anything in this Section 6 to the contrary, either Party shall have the right to immediately terminate this Agreement upon written notice to the other Party if the first Party: (a) loses any licenses or permits necessary and material to the performance of its obligations or exercise of its rights, as applicable, under this Agreement; or (b) is excluded from any government health program.

6.7 Insolvency. If either Party shall appoint or consent to the appointment of a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangements with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such Party bankrupt or insolvent, and such order, judgment or decree shall continue unstayed and in effect for a period of ninety (90) days, then, in case of any such event, this Agreement shall terminate, at the option of the other Party, upon written notice to the first Party.

Section 7. Indemnification.

7.1 General. To the extent not otherwise covered by insurance, and to the extent permitted by applicable law, each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its employees, officers, directors, agents, representatives, parent and subsidiary entities, affiliates, successors and assigns (collectively, the "Indemnified Parties"), at all times from and after the date of this Agreement against and in respect to any and all damages, losses, liabilities, costs and expenses which result from or arise out of any claim, action, lawsuit, proceeding or investigation asserted or made by or on behalf of third parties (including reasonable attorneys' fees and expenses) (collectively, the "Losses") arising out of the acts or omissions of the Indemnifying Party in connection with any of its duties or obligations under this Agreement. Notwithstanding the foregoing, no Party shall have liability to the extent to which the Losses were caused by the actions or omissions of the other Party.

7.2 Limitations on Liability. Notwithstanding any provision of this Agreement to the contrary, no Party to this Agreement (or any of its affiliates) shall, in any event, be liable to any other Party (or any of its affiliates) (a) to an extent or in a manner that is contrary to law, or (b) for special, consequential, punitive or exemplary damages, costs, expenses, charges or claims.

7.3 Survival. The provisions of this Section 7 shall survive any termination of this Agreement.

Section 8. Miscellaneous.

8.1 Force Majeure; Impracticability. Neither Party shall be liable for any expense, loss or damage whatsoever arising out of any delay or failure in the performance of its obligations pursuant to this Agreement to the extent such delay or failure results from events beyond the reasonable control of that Party, including, without limitation, acts of God or of the public enemy, flood, storm, fire, earthquakes or terrorism, provided that each Party shall use

commercially reasonable efforts to mitigate the effects and resume performance as soon as practicable. Neither Party shall be required to provide any service to the extent the performance of such service become commercially unreasonable as a result of a cause or causes outside the control of such affected Party or to the extent the provision of such service would require such affected Party to violate any applicable laws. Notwithstanding the foregoing, the affected Party shall promptly notify the other Party upon learning of such a cause or causes. The affected Party shall use commercially reasonable efforts to resume its performance of any service so suspended with the least possible delay as soon as practicable and, if applicable, generally concomitant with the period of time such affected Party resumes the provision of similar services to itself or its affiliates.

8.2 Independent Contractors. The Parties are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, or employment relationship. The Parties shall not exercise control over the performance of the other Party hereunder.

8.3 Amendments, Supplements, Etc. This Agreement may be amended or supplemented at any time by additional written agreements as may mutually be determined by LSNH and the District to be necessary, desirable or expedient to further the purposes of this Agreement or to clarify the intention of the Parties hereto.

8.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any interest herein may directly or indirectly be transferred or assigned by any Party, in whole or in part, without the written consent of the other Party; *provided*, however, that this Agreement and any of the provisions hereof may be assigned by either Party to an Affiliate without the consent of the other Party. Notwithstanding the foregoing, such assignment to an Affiliate shall not relieve the assigning Party of its duties and obligations contained in this Agreement.

8.5 Cooperation. Each Party agrees to use commercially reasonable efforts in good faith to cooperate with the other Party in all matters relating to the provision and receipt of the services. If requested by either Party, the Parties will consult and negotiate with each other in good faith with respect to modifying or extending the services (provided there shall be no obligation to extend or modify the services without the mutual written agreement of LSNH and the District, to be given or denied in each of their sole discretion).

8.6 Confidentiality. Each Party agrees that it, its employees, agents and representatives shall keep confidential all data and information obtained from the other Party or its representatives in connection with this Agreement in the same manner that such Party keeps its own such data and information confidential; *provided* that such manner of care shall not be less than the exercise of reasonable care, except for information in the public domain, which the receiving Party can demonstrate by tangible evidence is already in the Party's possession at the time of disclosure thereof or information subsequently received by the Party, in each case through sources other than the disclosing Party, which sources are not under an obligation of confidentiality to the disclosing Party, and except as disclosure thereof may be required by applicable law as reasonably determined by legal counsel to such Party; *provided further* that

reasonable advance notice shall be provided to the disclosing Party prior to any such disclosure so that the disclosing Party may take such steps as are necessary to protect its confidential information. The terms of this Section 8.6 shall survive indefinitely.

8.7 Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is delivered personally or sent by recognized overnight courier services (such as Federal Express or DHL) and addressed to the intended recipient as set forth below:

If to the District, to: Nacogdoches County Hospital District
d/b/a Nacogdoches Memorial Hospital
1204 Mound Street
Nacogdoches, Texas 75961
Attention: Administrator

with a copy to: Dykema Gossett PLLC
112 E. Pecan St., Suite 1800
San Antonio, Texas 78205
Attention: Deborah Williamson, Esq.

and Holland & Knight LLP
111 Congress Avenue, Suite 540
Austin, Texas 78701
Attention: Jerry W. Baker and Travis P. Clardy, Esqs.

If to LSNH, to: Lion Star Nacogdoches Hospital, LLC
1204 North Mound Street
Nacogdoches, Texas 75961
Attention: Sean Fowler, Chief Executive Officer

With copy to: Lion Star Group, LLC
5351 N. Eagle View Dr.
Lehi, Utah 84043
Attention: Sean Fowler, Chief Executive Officer

and: Reed, Claymon, Meeker & Hargett, PLLC
5608 Parkcrest Drive, Suite 200
Austin, Texas 78731
Attention: Kevin Reed, Esq.

Notices will be deemed given when delivered personally or delivered by courier. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

8.8 Third Party Beneficiaries. Nothing contained in this Agreement, express or implied, shall confer unto any person other than the Parties hereto or their respective successors and permitted assigns any right, obligation, remedy or benefit hereunder.

8.9 Applicable Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Texas, without regard to conflicts of laws principles that would provide for the application of the laws of another jurisdiction.

8.10 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes. Signatures of the Parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

8.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either Party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

8.12 Access to Records. To the extent applicable, each Party agrees that, as an independent contractor, it shall, in accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, subpart D, § 420.300 et seq. (to the extent such law and regulations are applicable to this Agreement), until the expiration of four (4) years after furnishing the Services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to each Party's books, documents and records necessary to certify the nature and extent of the costs of Services provided under this Agreement. In accordance with such laws and regulations, if the performance provided by either Party under this Agreement is carried out by means of a subcontract with an organization related to either Party, and such related organization provides the Services at a value or cost of ten thousand U.S. dollars (\$10,000) or more over a twelve (12) month period, then the subcontract between such Party and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. Each Party agrees to notify the other Party in writing within ten (10) days upon receipt of any request for access.

8.13 Titles and Headings. Titles and headings to Sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

8.14 Further Assurances. Each Party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

8.15 Entire Agreement. This Agreement, together with the Schedules and Exhibits attached hereto and the agreements specifically referenced herein, constitutes the entire agreement of the Parties, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the Parties.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**NACOGDOCHES COUNTY HOSPITAL
DISTRICT**

**LION STAR NACOGDOCHES HOSPITAL,
LLC**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule 2.1

District Transition Services

(a) Miscellaneous Contract Services. The Parties acknowledge that the District has retained certain third party vendor contracts, which are an Assumed Contract (as defined in the APA), however the Parties have been unable to obtain the required third party consent as of the Effective Date (excluding any Excluded Contracts, each an "Existing Services Agreement"). The District will continue to make available the services under the Existing Services Agreements, in each case consistent with the level of services being provided as of the Effective Date and subject to the terms and conditions set forth in the applicable Existing Services Agreement. The Parties will work together in good faith to either: (i) assign each such Existing Services Agreement to LSNH upon terms and conditions reasonably acceptable to LSNH, or (ii) transition the services provided under each such Existing Services Agreement to a new agreement with the same or a different vendor, provided, however, LSNH will make best efforts to coordinate the transition of each such service to a new agreement in a manner that accommodates the necessary termination period for cessation of services pursuant to the applicable Existing Services Agreement. In connection with termination of a service under an Existing Services Agreement, LSNH will cooperate with the District and provide sufficient notice to the District to allow the District to provide the necessary notice of termination of services as required under the applicable Existing Services Agreement. Further, as set forth in the APA, to facilitate LSNH's operation of the Hospital Operations (as defined in the APA), the District shall permit LSNH to bill for services rendered from and after the Effective Date utilizing the District's existing applicable payor agreements, managed care agreements, and Medicaid and Medicare provider agreements presently held by the District for the Hospital Operations (as defined in the APA) and the billing code numbers associated with such agreements ("Provider Numbers") until either new provider numbers are issued to LSNH or the Provider Numbers are transferred to LSNH.

(c) Additional Services. Upon the written mutual agreement of the District and LSNH, including written mutual agreement on the fees for Additional Services, the District shall provide to LSNH additional services as agreed upon by the Parties (collectively, the "Other District Transition Services").

Schedule 3.1

Administrative Assistance

(1) LSNH will make available, upon written request and mutual agreement on Administrative Assistance Fees, the following Administrative Assistance to the District, including with respect to the District's ambulance operations:

(a) Preparation of Budgets and Cost Report/Accounting Transition. LSNH shall, with assistance from the District and third-party consultants approved and paid for by the District, assist with the preparation of the cost report, annual and operating budgets reflecting in reasonable detail the anticipated revenues and expenses of the District and present such budgets to the District's Board. Such budgets shall include: (a) the proposed expenditures and disbursements; (b) estimated receipts and collections; and (c) the amount of taxes required to be imposed for the year. The approval of third-party consultants shall not be unreasonably withheld.

(b) Financial Statements, Tax Returns, Medicaid DSH and Waiver. Assistance with preparation of annual financial statements for the operation of the District and present such financial statements to the District's Board. Assistance with preparation of unaudited monthly income statements reflecting the financial results of the District for such month and shall assist in the preparation of the District's annual audit. Upon request, LSNH shall assist the District in participating in all Medicaid supplemental reimbursement programs available to the District, including, but not limited to, the Medicaid disproportionate share hospital payment program ("DSH"), the Texas Medicaid 1115 Healthcare Transformation Waiver (the "Medicaid Waiver"), the Quality Incentive Payment Program ("QIPP") and any similar program.

(c) Records. Assistance with maintenance of the existing and any newly created records, books and accounts for the District, which records, books and accounts shall be maintained on the premises of the Hospital, appropriately safeguarded, and separate and apart from the other records of the Hospital, or at such location as the District Board of Directors may designate.

(d) Insurance.

(a) LSNH, working with the District's or its own insurance broker, assist in the procurement of insurance required by applicable laws or deemed necessary or advisable to adequately protect the District and its Board, as recommended by the broker and approved by the District.

(b) All insurance coverage shall be placed with such companies, in such amounts, and with such beneficial interest appearing therein as shall be acceptable to the District.

(c) The costs related to the maintenance of all insurance coverage set forth in this Section, including, but not limited to premiums and deductibles, shall be borne by the District.

(e) Collections and Disbursements; Operating Accounts. Assistance with the billing and collection for all District hospital and medical services rendered prior to the Effective Date. Any monies collected from the District hospital and medical services shall be handled and distributed in accordance with the APA. All other monies collected from District non-medical/non-Hospital Operations (as defined in the APA) occurring on or after the Effective Date shall be deposited in such commercial bank or banks as the District from time to time designates.

(f) Assistance with Board Meetings, Agendas, Required Notices. Assistance in preparation and administering its regular and special board meetings. This includes, but is not limited to: (a) posting all necessary and required public notices with regard to any regular or special meetings of the District; (b) organizing the District board meetings; (c) recording minutes of the District board meetings; and (d) preparing the agenda for the District board meetings, as well as organizing and providing copies to the Board of any and all materials to be discussed at the District board meetings.

(g) District Professional Contractors. Assistance with the retention of any professionals to provide any necessary audit, accounting, legal, cost reporting, and other professional services in connection with the operation of the District and work with such professionals to accomplish the requested tasks.

(h) Claims Processing for Indigent Program (public assistance). Provision of back-end business offices services to assist the District with its processing and payment of public assistance claims for various community providers for which the District is responsible for public assistance payment.

(i) Eligibility Workers Program & Indigent Health Services. LSNH will retain and employ necessary personnel to assist with the processing and qualification of residents for public assistance under the District's applicable public assistance policies.

(j) Human Resources Services. Provision of human resources and employment-related administrative assistance to the District, including the District's ambulance service, as requested from time to time.

(k) Administrative Services for Ambulance. LSNH shall provide administrative services for the Ambulance services as requested from time to time by the District, but shall not include billing and collections.

(l) Other Administrative Services. LSNH shall provide such other administrative services as mutually agreed in writing by the Parties, including written mutual agreement on the fees for Other Administrative Services.

(f) Meeting Space for Regular and Special Meetings. LSNH shall provide space within the Hospital for the District to conduct its regular and special board meetings as provided for in the Hospital Facility Lease Agreement (the “Lease”) between the Parties.

(g) Office Space. LSNH shall provide an office space within the Elliott Building or elsewhere within the Premises (as defined in the Lease) as the Parties agree for the District to use to conduct its regular business. The designated office space within the Elliott Building or the Premises (as defined in the Lease) shall be used exclusively by the District and LSNH personnel for performing the services pursuant to this Agreement. In the event of termination of this Agreement, LSNH agrees to continue to provide office space to District as provided herein until termination of the Lease.

(2) Limitation on Services to be Provided by LSNH. LSNH shall not provide to the District, and the Administrative Assistance shall not include, any services that constitute the practice of medicine, nursing or nursing home services, or emergency medical services under applicable law. The Parties acknowledge and agree that the District shall be solely and exclusively in control of its nursing facilities, ambulance and emergency medical services and all aspects of the practice of medicine, nursing services, nursing home services, emergency medical services, and the delivery of medical and other professional goods and services at the nursing facilities and ambulance service. LSNH shall provide administrative services only and shall have no authority or obligation whatsoever with respect to the rendering of medical services, nursing facility services, emergency medical services, or other professional services, except as the Parties may otherwise expressly agree in writing hereafter. Further, LSNH shall have no responsibility for and shall provide no services related to the actual operation of the nursing facilities, emergency medical services (including any 911 call center), or maintenance of ambulance vehicles.

Schedule 5.1

Administrative Assistance Fees

The District will pay the following Administrative Assistance Fees in connection with the Administrative Assistance provided by LSNH during the Term:

See attached Exhibit 5.1 for current Administrative Assistance contemplated to be provided by LSNH as well as the Administrative Assistance Fees associated therewith.

Exhibit A

Business Associate Agreement