CONFIDENTIAL
Execution Version

ASSET PURCHASE AGREEMENT

BY AND AMONG

STEWARD ST. ANNE'S HOSPITAL CORPORATION AND

MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.

AS SELLERS,

LIFESPAN OF MASSACHUSETTS, INC.,
AS BUYER

AND

LIFESPAN CORPORATION
AS BUYER GUARANTOR

Dated as of August 29, 2024

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made and entered into effective as of August 29, 2024 (the "**Execution Date**") by and among (i) Steward St. Anne's Hospital Corporation, a Delaware corporation ("**St. Anne's**") and Morton Hospital, A Steward Family Hospital, Inc., a Delaware corporation ("**Morton**", and together with St. Anne's each a "**Seller**" and collectively, the "**Sellers**"), (ii) Lifespan of Massachusetts, Inc., a Massachusetts nonprofit corporation ("**Buyer**"), and (iii) Lifespan Corporation, a Rhode Island nonprofit corporation ("**Buyer Guarantor**" and collectively with each Seller and Buyer, the "**Parties**" and each individually a "**Party**"). The capitalized terms used herein shall have the meanings ascribed to them in Annex A unless the context indicates otherwise.

W I T N E S S E T H

WHEREAS, each Seller and certain Seller Affiliates are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "**Bankruptcy Code**") and, on May 6, 2024, voluntary petitions for relief under chapter 11 of the Bankruptcy Code were filed in the United States Bankruptcy Court for the Southern District of Texas (such court, the "**Bankruptcy Court**"; and such cases, "**Chapter 11 Cases**").

WHEREAS, each Seller owns and leases certain real property, and operates the Facilities;

WHEREAS, in reliance upon the representations, warranties and covenants of Buyer and Buyer Guarantor set forth in this Agreement, Sellers desire to sell the Purchased Assets to Buyer and assign the Assumed Liabilities to Buyer, subject to the terms and conditions and for the consideration set forth in this Agreement;

WHEREAS, in reliance upon the representations, warranties and covenants of Sellers set forth in this Agreement, Buyer desires to acquire the Purchased Assets from Sellers and assume the Assumed Liabilities from Sellers, subject to the terms and conditions and for the consideration set forth in this Agreement; and

WHEREAS, in connection with such sale and assignment of the Purchased Assets and the Assumed Liabilities, the Buyer or one or more of its Affiliates will enter into the MPT Real Property Purchase Agreement, which contemplates the sale of the MPT Real Property by MPT (or its successor-in-interest with respect to the MPT Real Property (the "**MPT Successor**")) to Buyer (or its designee), the closing of which sale will be effective substantially contemporaneously with the Effective Time; and

WHEREAS, Buyer Guarantor will derive material benefits from the consummation of the Contemplated Transactions and wishes to enter into this Agreement as an inducement to each Seller to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the agreements, covenants, representations and warranties set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. SALE OF ASSETS AND CERTAIN RELATED MATTERS

1.1 Sale of Purchased Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, at the Closing and effective as of the Effective Time, each Seller shall, and shall cause each Seller Party to, sell, assign, convey, transfer, and deliver to Buyer or Buyer's designated Affiliates, and Buyer or Buyer's designated Affiliates shall

purchase, acquire, and accept, all of such Seller's and, as applicable, each Seller Party's right, title and interest to the Purchased Assets, free and clear of all claims (as defined in section 101(5) of the Bankruptcy Code), Encumbrances, and all other interests other than the Encumbrances set forth on Schedule 1.1 (such Encumbrances, the "**Permitted Encumbrances**") and Assumed Liabilities. "**Purchased Assets**" means the assets, properties, rights, and interests of every description and of whatever kind and nature, whether real, personal or mixed, tangible or intangible, owned or leased, including any security deposits or letters of credit currently held by any Seller or Seller Affiliate pursuant to any Leases, by (x) any Seller or Seller Affiliate and exclusively, except as specifically noted below in this Section 1.1, used or held for use in the operation of, or otherwise, except as specifically noted below in this Section 1.1, exclusively relating to, the Business or (y) Seller Parties solely to the extent set forth in Section 1.1(e), (in each case other than the Excluded Assets), including the following items (in each case other than the Excluded Assets):

(a) the Owned Real Property;

(b) all leases for real property to which Seller or a Seller Affiliate is party that: (i) are primarily related to the operation of the Business and (A) do not have any Cure Cost or (B) relate to hospital-licensed space, in each case which leases Sellers shall list on Schedule 1.1(b)-1 to Buyer's reasonable satisfaction within ten (10) days of the Execution Date; and (ii) each of the other Affiliate Leases, Third-Party Leases and Tenant Leases listed on Schedule 1.1(b)-2 (the leases described in clauses (i) and (ii), collectively, the "**Assumed Leases**");

(c) all Personal Property at the Effective Time, whether or not carried on the books of Sellers or any Seller Affiliate;

(d) all Inventory, including any rights to rebates, refunds or discounts due with respect to the Inventory;

(e) all Contracts to which any Seller or any Seller Affiliate is a party that: (i) are primarily related to the operation of the Business, may be terminated without penalty within one year after the Closing Date, and do not have any Cure Cost, which Contracts Seller shall list on Schedule 1.1(e)-1 to Buyer's reasonable satisfaction within ten (10) days of the Execution Date, and (ii) those Contracts listed on Schedule 1.1(e)-2 (collectively, with the Assumed Leases, the "**Assumed Contracts**");

(f) to the extent assignable or transferable under applicable Law, each Seller's Government Program provider agreements that exclusively relate to the operation of the Business and provider numbers and related national provider identifiers ("**NPIs**");

(g) all intangible property of every kind and nature that is exclusively used by any Seller or Seller Affiliate in the operation of the Business, other than the Excluded Assets, including the following:

(i) to the extent assignable or transferable under applicable Law, all Permits, Environmental Permits and Approvals issued or granted by, or filed with or delivered to, any Governmental Authority and all accreditations that are used or held for use in, have been obtained by or issued to or on behalf of each Seller or Seller Affiliate (including any such Permits, Approvals or accreditations that are pending), and, in each case exclusively used or held for use in, or otherwise exclusively relating to, the Business or the Purchased Assets;

(ii) all Owned Intellectual Property set forth on Schedule 1.1(g)(ii) and all Intellectual Property licensed to any Seller or any Seller Affiliate under an Assumed Contract whether or not used in the operation of the Business;

(iii) all Transferred Information Technology Systems whether or not used in the operation of the Business;

(iv) all Credentialing and Medical Staff Records whether or not used in the operation of the Business, and only to the extent permitted under applicable Law;

(v) all Prepaid Expenses (but only to the extent such Prepaid Expenses are included in the calculation of Net Working Capital);

(vi) any claim (contractual or otherwise), remedy, recovery, counterclaim, right to offset or other right that any Seller or any Seller Affiliate may have with respect to, exclusively relating to, or arising out of any of the Purchased Assets, including Buyer Assumed Avoidance Actions, other than as expressly included in the Excluded Assets (collectively, the "**Assumed Third-Party Claims**");

(vii) any warranties and guarantees owned by any Seller or any Seller Party solely with respect to the Purchased Assets;

(viii) all Books and Records to the extent transferrable under applicable Law; provided, that Sellers and Seller Affiliates may retain copies of any such Books and Records that they are required by applicable Law to retain;

(ix) originals, or where not available, copies (including in electronic format), of all medical records, patient files, and other written accounts of the medical history of the patients of the Business exclusively maintained in connection with the Business, to the extent transferable by applicable Law and privacy policies or notices of Sellers in effect at the time of collection of such information; provided, that Sellers and the Seller Affiliates may retain copies of any such records that they are required by applicable Law to retain; and

(x) general intangibles of the Business, including goodwill;

(h) any and all insurance proceeds exclusively relating to, or exclusively arising out of any damage to the Purchased Assets occurring prior to the Effective Time to the extent not expended for the repair or restoration of the Purchased Assets;

(i) all telephone numbers, facsimile numbers, and email addresses (to the extent they do not include the word "Steward"), used in the operation of the Facilities;

(j) all data and studies or analyses related to the Business; and

(k) to the extent not included in any of the foregoing, and in each case excluding the Excluded Assets, (i) any assets included in the determination of Purchased Working Capital, (ii) any assets (other than the Excluded Assets) purchased or otherwise acquired by any Seller or any Seller Party since the Balance Sheet Date that are not reflected on the Reference Balance Sheet but that are exclusively used or held for use in, or otherwise exclusively relating to, the Business, and (iii) all other assets (other than the Excluded Assets) that are owned, leased or used by any Seller or any Seller Party and exclusively used or held for use in, or otherwise relating to the Business, whether or not scheduled or described herein.

1.2 Excluded Assets. The term "**Excluded Assets**" shall mean any assets or properties other than the Purchased Assets. The Excluded Assets shall remain the property of any Seller or any applicable Seller Affiliate after the Effective Time and shall be excluded from the Purchased Assets. Notwithstanding

anything herein to the contrary, the following assets, properties, rights, and interests of every description, wherever situated and of whatever kind and nature, whether real, personal or mixed, tangible or intangible, of any Seller and any Seller Affiliates shall be Excluded Assets:

(a) any bank account of any Seller or any Seller Affiliate, and all cash and cash equivalents;

(b) all accounts receivable (including but not limited to, all patient and non-patient accounts receivable and all intercompany receivables, in each case whether billed or unbilled, recorded or unrecorded from any source), including notes receivable and other rights to receive payment for goods or services provided by any Seller or any Seller Affiliate, whether or not in connection with their respective businesses (including the Business prior to the Effective Time), including any accounts receivable that have been charged off as bad debt, any receivables related to recoveries associated with Medicare bad debt with respect to services provided in time periods prior to the Effective Time and any intercompany receivables between any Seller, on the one hand, and Steward or any Seller Affiliate, on the other hand;

(c) all Insurance Policies, and all related premiums and refunds relating thereto (other than those described in Section 1.1(h));

(d) all Plans and records related thereto;

(e) all organizational documents, corporate records, stock books, or other records relating to the corporate organization of, and any Tax Returns of or with respect to (including any records or working papers), any Seller or any Seller Affiliate (excluding non-income Tax Returns or Tax records relating exclusively to the Purchased Assets);

(f) rights that accrue or will accrue to any Seller or any Seller Affiliate under this Agreement or the other Transaction Documents;

(g) any records that any Seller or any Seller Affiliate is required by applicable Law to retain in its possession or that any Seller or any Seller Affiliate believes is reasonably necessary to the preparation or filing of Tax Returns or the substantiation thereof;

(h) the Excluded Contracts;

(i) (A) all claims, rights or interests of any Seller or any Seller Affiliate to refunds, rebates, abatements, prepayments, or other recoveries in relation to Taxes (including any provider Tax payments in any applicable state and any refundable Tax credits payable regardless of Tax Liability) related to (1) the Business, Facilities or the Purchased Assets for any Pre-Closing Tax Period or (2) any income Tax Return of any Seller or Group Tax Return and (B) except for Buyer's portion of the Apportioned Taxes, all other Tax assets (including any Tax attributes) of any Seller or any Seller Affiliate, in each case together with any interest due thereon or penalty rebate arising therefrom;

(j) the portions of Inventory, Prepaid Expenses and other Purchased Assets disposed of, or expended, as the case may be, by any Seller or any Seller Affiliate after the Execution Date and prior to the Effective Time in the ordinary course of business;

(k) assets owned and provided by vendors of services or goods to the Business;

(l) all unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat Laws;

(m) the rights of any Seller and any Seller Affiliate under this Agreement;

(n) all rights to receipts (i) relating to any Seller Cost Reports with respect to time periods prior to the Effective Time pursuant to the auditing and settlement of any Seller Cost Reports, including settlements and retroactive adjustments (collectively, "**Cost Report Settlements**"), (ii) that result from any Sellers or any of their Affiliate's pursuit of one or more appeals and other risk settlements with respect to time periods prior to the Effective Time, or (iii) relating to amounts earned, accrued or paid by any Seller or any Seller Affiliates with respect to meaningful use attestations, or for which the requirements for attestation have been substantially met with respect to time periods prior to the Effective Time;

(o) any Seller or Seller Affiliate's assets held in connection with any self-funded insurance programs and reserves, if any, and any assets and Liabilities under medical malpractice risk pools and workers' compensation and employee retirement programs;

(p) any (i) Permits or Approvals exclusively used or held for use in, or otherwise exclusively relating to, the Business or the Purchased Assets, but that are not assignable to Buyer pursuant to applicable Laws, and (ii) accreditations exclusively used or held for use in, or otherwise exclusively relating to, the Business or the Purchased Assets, but that are not assignable to Buyer pursuant to the requirements of applicable accreditation organizations;

(q) any claims of any Seller or Seller Affiliates against third parties to the extent that such claims relate to the Excluded Assets or the Excluded Liabilities or arise in connection with the Chapter 11 Cases or any other claims or causes of action that are not Assumed Third Party Claims, including, without limitation, all Seller Avoidance Actions;

(r) any trustee held bond reserve funds;

(s) all Medicare Accelerated and Advance Payments, COVID-19 Funds and any Provider Relief Fund payments under the CARES Act or similar legislation that are intended to compensate Steward, any Affiliate of Steward, or any Seller for costs incurred or lost revenue with respect to time periods prior to the Effective Time;

(t) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection, including but not limited to peer-review privilege;

(u) any (i) Trademarks, email addresses, or Domain Names that contain the name "Steward Health Care System," "Steward Health," "IASIS," or "Steward" (as well as all abbreviations and variations thereof) except to the extent listed on Schedule 1.1(g)(ii), and (ii) promotional and educational material (including website content) bearing such names to the extent such names cannot be removed from such content;

(v) the proprietary manuals, marketing materials, policy and procedure manuals, standard operating procedures and marketing brochures, data and studies or analyses unrelated to the Business which are set forth on Schedule 1.2(v);

(w) any (i) Information Technology Systems that are not (A) in the case of tangible assets, located at a Facility or, in the case of Software, manuals and materials in electronic format, and other intangible assets, residing on hardware located at a Facility or (B) exclusively used or held for use in, or otherwise exclusively relating to, the Business;

(x) any pharmaceuticals that cannot, by applicable Law, be sold by Sellers to Buyer;

(y) any medical staff-related records or information not among the Credentialing and Medical Staff Records;

(z) the Existing MPT Lease and any Lease other than an Assumed Lease;

(aa) any master agreements or similar Contracts, including Payor Agreements, that relate, in whole or in part, to the provision of services, or that involve the rights or privileges of Steward or any of its Affiliates, that are not exclusively used or held for use in the Business;

(bb) Contracts and fee-sharebacks made available through participation in a group purchasing organization;

(cc) all Medicaid payments for time periods prior to the Effective Time, including any supplemental Medicaid payments that are unrelated to specific patient visits;

(dd) all rights and interests associated with all indebtedness or debt-like items of Steward, any Affiliate of Steward, including any Seller;

(ee) any assets or operations of (i) Stewardship Health, Inc. and its Subsidiaries, including Stewardship Health Medical Group, Inc., or (ii) to the extent not specifically included as a Purchased Asset, Steward Medical Group, Inc.;

(ff) all Personal Information to the extent not transferrable under applicable Law or under the privacy policies or notices of Sellers in effect at the time of collection of such Personal Information; and

(gg) any other assets, properties, rights, or interests that (i) are specifically identified on Schedule 1.2(gg) or (ii) any Seller is prohibited from selling or transferring by applicable Law or Order of the Bankruptcy Court.

1.3 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, and excluding all Excluded Liabilities, Buyer or its designated Affiliates shall assume at the Closing and effective as of the Effective Time and shall thereafter pay, perform, and discharge when due only (a) the Liabilities of any Seller and any Seller Parties under the Assumed Contracts but only to the extent such liabilities (i) arise after Closing and (ii) arise out of or relate to underlying events, actions, or failures to act occurring during the period beginning after the Effective Time; (b) any Transfer Taxes or Apportioned Taxes for which Buyer or its designated Affiliates are responsible pursuant to this Agreement; (c) all Liabilities arising as the custodian of the medical records, patient files, and other written accounts of the medical history of the patients of the Business, in each case solely to the extent first arising on or after, or relating to events, occurrences, acts or omissions occurring or existing solely after, the Closing Date; (d) all Liabilities arising out of the use, ownership or operation of the Business, the Purchased Assets or the Facilities, in each case solely to the extent first arising on or after, or relating to events, occurrences, acts or omissions occurring or existing solely after, the Closing Date (except to the extent relating to a breach by any Seller of this Agreement); (e) any obligations as of immediately prior to the Effective Time with respect to the Assumed Paid Time Off; and (f) all Cure Costs payable by Buyer or its designated Affiliates (collectively, the "**Assumed Liabilities**").

1.4 Excluded Liabilities. Other than the Assumed Liabilities, neither Buyer nor any of its Affiliates shall be responsible to pay, perform, discharge or assume or be deemed to assume, and none of

the Purchased Assets shall be or become liable for or subject to, and the Assumed Liabilities shall not include, any Liabilities of any Seller or any Seller Affiliates otherwise related to the ownership or operation of the Business, Facilities or the Purchased Assets prior to the Effective Time, or any Liabilities of any Seller or any Seller Affiliates related to any acts or omissions by any Seller or any Seller Affiliates (the "**Excluded Liabilities**"), including, but not limited to, the following:

(a) other than Cure Costs, any and all obligations, costs, expenses and liabilities arising prior to the Effective Time or arising in connection with any payment obligation that first becomes due and payable prior to the Effective Time or that relates to any pre-Effective Time period, with respect to any Purchased Asset, any Seller or any Affiliate thereof, or the Business;

(b) other than Cure Costs, any trade or other accounts payable obligations of any Seller or any Seller Affiliate arising prior to the Effective Time;

(c) any Liabilities of any Seller or any Seller Affiliate, without duplication, for (i) Taxes of any Seller or any Affiliate thereof, (ii) Taxes related to the Purchased Assets, the Facilities, or the Business for any Pre-Closing Tax Period, (iii) any Tax imposed as a result of any Seller or any Seller Affiliate thereof being a member of an affiliated, consolidated, joint, unitary, combined or similar group, (iv) Taxes imposed as a result of any Tax sharing or Tax allocation agreement, arrangement or understanding, or as a result of any Seller or any Seller Affiliate thereof being liable for another Person's taxes as a transferee or successor by Contract or otherwise pursuant to applicable Law, and (v) any Transfer Taxes or Apportioned Taxes for which any Seller is responsible pursuant to this Agreement;

(d) other than Cure Costs, any obligations of any Seller or any Seller Affiliate to the extent arising as a result of any pre-Closing breach of any Contract or other arrangement or any pre-Closing violation of Law, breach of warranty, tort or infringement by any Seller or any Seller Affiliate;

(e) any obligations or Liabilities relating to or arising out of any Excluded Contracts, including, without limitation, the RCAB Agreement;

(f) any obligations or Liabilities of Sellers or any Seller Affiliate relating to or arising out of any Plan;

(g) any obligations or Liabilities relating to or arising out of the employment or engagement, or termination of employment or engagement, of any individual by any Seller or any Seller Affiliate;

(h) any distributions or other accrued compensation of any Seller or any Seller Affiliate owed to the shareholders, members, or other owners of any Seller or any Seller Affiliate for all pre-Closing periods or as of immediately prior to the Effective Time;

(i) other than Cure Costs, any refund or credit balance owed by any Seller or any Seller Affiliate, including any right of recoupment against such Seller or Seller Affiliate, to any patient, Government Program, Private Program, or other third party for any pre-Closing service provided by any Seller or any Seller Affiliate;

(j) except for Cure Costs (which shall not be applicable to Government Programs), whether coming due post-Closing or otherwise, any refund or repayment obligation or other Liability of any Seller or any Seller Affiliate relating to any Government Program, Private Program or other third-party payment arrangement attributable to any pre-Closing time periods, whether coming due post-Closing or

otherwise, including any overpayment recoupment of any Liability or obligation related to the Seller Cost Reports;

(k) any obligations or Liabilities of any Seller or any Seller Affiliate arising from any unauthorized access, malware, ransomware, or data breach of the Information Technology Systems occurring prior to the Effective Time; and

(l) any obligations or Liabilities related to any Excluded Asset.

1.5 Designated Contracts; Cure Costs

(a) On June 11, 2024, each Seller (1) filed with the Bankruptcy Court the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* (Docket No. 756) (the "**Initial Cure Schedule**") and (2) served a written notice (any such notice, a "**Cure Notice**") to the non-Seller counterparty to each Contract included on the Initial Cure Schedule; (ii) on June 21, 2024, each Seller (1) filed with the Bankruptcy Court the *First Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* (Docket No. 968) (the "**First Supplemental Cure Schedule**") and (2) served a written notice to the non-Seller counterparty to each Contract included on the First Supplemental Cure Schedule; (iii) on July 3, 2024, each Seller (1) filed with the Bankruptcy Court the *Second Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* (Docket No. 1151) (the "**Second Supplemental Cure Schedule**") and (2) served a written notice to the non-Seller counterparty to each Contract included on the Second Supplemental Cure Schedule; and (iv) on July 17, 2024 each Seller (1) filed with the Bankruptcy Court the *Third Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* (Docket No. 1623) (the "**Third Supplemental Cure Schedule**" and, collectively with the Initial Cure Schedule, the First Supplemental Cure Schedule, and the Second Supplemental Cure Schedule, the "**Available Contract Schedule**") and (2) served a written notice to the non-Seller counterparty to each Contract included on the Third Supplemental Cure Schedule.

(b) If an objection with respect to the assumption and assignment of an Assumed Contract or Assumed Lease is filed by, or received from, any non-Seller counterparty in response to a Cure Notice, Sellers will use commercially reasonable efforts to resolve any such objections with such non-Seller counterparty. If any such cure objection is not consensually resolved or finally determined by the Bankruptcy Court prior to the Closing Date with respect to any Assumed Contract or any Assumed Lease, so long as Buyer (x) pays on or before the Closing Date such non-Seller counterparty an amount equal to the undisputed portion of Cure Costs payable with respect to each such Assumed Contract and Assumed Lease, and (y) appropriately reserves funding for the disputed portion of such Cure Costs pending resolution of such cure objection, subject to entry by the Bankruptcy Court of the Sale Order, Sellers shall assume and assign each such Assumed Contract and each Assumed Lease to Buyer at the Closing, and upon either the consensual resolution or final determination by the Bankruptcy Court of such cure objection, Buyer shall promptly pay to such non-Seller counterparty any remaining Cure Costs owing to such non-Seller counterparty with respect to each such Assumed Contract or Assumed Lease, as applicable. If the non-Seller counterparty to an Assumed Contract or Assumed Lease files an objection to the Cure Costs and any Seller and non-Seller counterparty are unable to reach a consensual resolution with respect to the objection, Buyer shall be permitted to redesignate such Assumed Contract or Assumed Lease as an Excluded Contract.

(c) Omitted Contracts.

(i) If, following the Execution Date but prior to the Closing, any Seller becomes aware of a Contract that should have been listed on the Available Contract Schedule but was not

listed on the Available Contract Schedule (any such Contract, an "**Omitted Contract**"), any Seller shall promptly following the discovery thereof (but in no event later than three (3) Business Days following the discovery thereof) notify Buyer in writing of such Omitted Contract and all Cure Costs (if any) for such Omitted Contract, and provide Buyer a copy of such Omitted Contract. Buyer shall thereafter deliver written notice to any Seller or Seller Affiliate no later than ten (10) Business Days following notification of such Omitted Contract from any Seller, designating such Omitted Contract as an Assumed Contract, Assumed Lease or Excluded Contract (an "**Omitted Contract Designation**"). An Omitted Contract designated in accordance with this Section 1.5(c)(i) as an Excluded Contract, or with respect to which Buyer fails to timely deliver an Omitted Contract Designation, shall be an Excluded Contract for all purposes under this Agreement.

(ii) If Buyer designates an Omitted Contract as an Assumed Contract in accordance with Section 1.5(c)(i), the applicable Seller shall update the Available Contract Schedule with respect to such Omitted Contract and, as set forth under section (b) hereof, (A) file with the Bankruptcy Court such updated schedule, and (B) serve an additional Cure Notice, which notice shall include such updated schedule, to the non-Seller counterparty to such Omitted Contract. In the event a Cure Notice is filed with respect to an Omitted Contract, such Cure Notice shall provide the counterparties to such Omitted Contract with fourteen (14) days to object, in writing to the applicable Seller and Buyer, to the Cure Costs or the assumption of its Contract or Lease. If the counterparty to an assumed Omitted Contract files an objection to the Cure Costs, and any Seller, Buyer, and counterparty are unable to reach a consensual resolution with respect to the objection, applicable Seller shall seek an expedited hearing before the Bankruptcy Court to determine the Cure Costs, if any, and approve the assumption of the relevant Omitted Contract. If no objection to the Cure Costs is served on the applicable Seller and Buyer, the applicable Seller shall seek an Order of the Bankruptcy Court, including by filing a certification of no objection, fixing the Cure Costs and approving the assumption of the Omitted Contract. In the event the counterparty to an Omitted Contract proposed to be assumed files an objection to the Cure Costs consistent with the foregoing, or if the Bankruptcy Court determines the Cure Costs in a manner not reasonably acceptable to Buyer, Buyer shall be permitted to redesignate such Omitted Contract as an Excluded Contract.

(d) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Agreement, on the Closing Date, each Seller shall assign the Assumed Contracts to Buyer pursuant to Sections 363 and 365 of the Bankruptcy Code and the Sale Order, subject to payment by Buyer of the Cure Costs. Each Seller shall take all actions reasonably required to assume and assign the Assumed Contracts to Buyer, including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Assumed Contracts and to obtain an Order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Assumed Contracts or Assumed Leases to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.

1.6 Purchase Price; Adjustments. Subject to the terms and conditions hereof, the aggregate consideration to be paid at the Closing by Buyer for the Purchased Assets shall be:

(a) an amount equal to (the "**Purchase Price**")

(i) One Hundred Seventy-Five Million Dollars ($175,000,000), paid as follows: (A) Seventy-Five Million Dollars ($75,000,000) in cash (the "**Cash Purchase Price**"); and (B) One Hundred Million Dollars ($100,000,000) in the form of a promissory note or other payment obligation, made by Buyer or its Affiliate in favor of MPT, the MPT Successor, or MPT's existing lender, on terms reasonably acceptable to Buyer and one or more of MPT, the MPT Successor or MPT's existing lender (the "**Note**" and, together with the Cash Purchase Price, the "**TEV**");

(ii) plus the amount of the Purchased Working Capital (which may be a negative number), as finally adjusted pursuant to Section 1.9;

(iii) minus any amount paid, payable, or owed, whether in cash, note, or other obligation, in connection with the closing of the transactions contemplated under the MPT Real Property Purchase Agreement, which amount for purposes of this Agreement shall be equal to One Hundred Sixty-Six Million Eight Hundred Forty-Five Thousand One Hundred Eighty-Eight And 19/100 Dollars ($166,845,188.19), reflecting the Note and Sixty-Six Million Eight Hundred Forty-Five Thousand One Hundred Eighty-Eight and 19/100 Dollars ($66,845,188.19) payable in cash at Closing. For the avoidance of doubt, Buyer shall not be required to pay more than the Cash Purchase Price (as adjusted pursuant to Section 1.9) in cash at Closing in connection with all of the Contemplated Transactions and all of the transactions contemplated under the MPT Real Property Purchase Agreement;

(iv) minus any Transfer Taxes for which Buyer or its designated Affiliates are responsible for pursuant to this Agreement, to the extent not included in Purchased Working Capital

(v) minus an amount equal to the Assumed Paid Time Off Amount, all Cure Costs, and the Government Program Settlement Amount, in each case to the extent not included the Purchased Working Capital;

(vi) minus any amounts paid by Buyer to the Title Company or third parties to pay any costs or expenses which Seller is obligated to pay or is otherwise responsible for under this Agreement, including in connection with the conveyance to Buyer or its Affiliates of the Owned Real Property under this Agreement or MPT Real Property under the MPT Real Property Purchase Agreement, including, without limitation, condominium assessments, real estate taxes, and any amounts required to be paid to release, discharge and dissolve any mechanics' liens or similar liens or claims; and

(b) Buyer's or Buyer's designated Affiliates' assumption of the Assumed Liabilities. The Purchase Price to be paid by Buyer at Closing shall be based on the Purchased Working Capital (as contemplated by Section 1.7), and such amounts shall be subject to adjustment after the Closing pursuant to Section 1.9 and other provisions of this Agreement.

1.7 Delivery of Estimated Closing Statement. Sellers shall prepare and deliver to Buyer or Buyer's designated Affiliates, not more than seven (7) Business Days (but at least three (3) Business Days) prior to the Closing Date, a statement (the "**Estimated Closing Statement**") setting forth Sellers' (a) reasonable, good faith written estimate of the Purchased Working Capital (the "**Estimated Working Capital**") calculated using the same accounting principles, methodologies, policies, and practices used in the example calculation of Net Working Capital as of the Balance Sheet Date set forth on Part 2 of Exhibit C, the Prorated Payment, Apportioned Taxes, Transfer Taxes, and Assumed Liabilities, and (b) a calculation of the Purchase Price payable at Closing in accordance with Section 1.6 as if such Estimated Working Capital were the actual amount of Purchased Working Capital (the Purchase Price as so estimated, the "**Estimated Purchase Price**") and wire transfer instructions therefor. Sellers will consider any potential adjustments to the Estimated Closing Statement or the Estimated Purchase Price raised in good faith by Buyer in writing prior to the Closing, and Sellers will make any corresponding changes to the Estimated Closing Statement or the Estimated Purchase Price that Sellers, in their sole discretion, deem appropriate based on Buyer's proposed adjustments; provided, however, that in no event shall the Closing be delayed in any manner in connection with Buyer's review of the Estimated Closing Statement or the Estimated Purchase Price or any actual or proposed adjustments or changes or otherwise in connection with this process (including as a result of any Sellers' modification (if any) of, or refusal to modify, the Estimated Closing Statement or the Estimated Purchase Price, or any disagreement about whether or not Sellers should modify the Estimated Closing Statement or the Estimated Purchase Price).

1.8 Closing Date Payments. At the Closing, (a) if the amount of the Good Faith Deposit exceeds the Estimated Purchase Price, Sellers shall direct the Escrow Holder to disburse, by wire transfer of immediately available funds: (i) to the bank account or accounts designated by Buyer in written instructions, an amount equal to the amount of the Good Faith Deposit minus the Estimated Purchase Price, and (ii) to the bank account designated by Sellers in the Estimated Closing Statement, an amount equal to the Estimated Purchase Price; **or** (b) if the Estimated Purchase Price exceeds the amount of the Good Faith Deposit, Buyer shall pay, by wire transfer of immediately available funds to the bank account designated by Sellers in the Estimated Closing Statement, an amount equal to (i) the Estimated Purchase Price, minus (ii) an amount equal to the Good Faith Deposit, which Good Faith Deposit shall be disbursed by the Escrow Holder.

1.9 Post-Closing Adjustment to Purchase Price.

(a) Not more than ninety (90) days after the Closing Date, Buyer shall prepare and deliver to Sellers a statement (the "**Closing Statement**") setting forth Buyer's calculation of (i) the actual amount of each of the elements of the Purchase Price in accordance with Section 1.5 as of the Effective Time, including the Purchased Working Capital, calculated using the same accounting principles, methodologies, policies, and practices used in the example calculation of Net Working Capital as of the Balance Sheet Date set forth on Part 2 of Exhibit C, the Prorated Payments, Apportioned Taxes, Transfer Taxes, and Assumed Liabilities; (ii) the amount, if any, of the Cure Costs finally determined and paid (or payable) by Buyer after the Closing Date with respect to one or more Omitted Contracts assumed by the Buyer following the Closing pursuant to Section 1.5(c)(ii) (the "**Post-Closing Cure Costs**"); and (iii) the Purchase Price in accordance with Section 1.5. If Buyer does not deliver the Closing Statement to Sellers within ninety (90) days after the Closing Date, then, at the election of Sellers (acting in their sole discretion), either (A) Sellers may prepare and present the Closing Statement to Buyer within an additional thirty (30) days thereafter or (B) Sellers may notify Buyer that the Estimated Closing Statement will be deemed to be the final Closing Statement in accordance with this Section 1.9(a). If Sellers elect to prepare the Closing Statement in accordance with the immediately preceding sentence, then all subsequent references in Section 1.9(b) and (c) to Buyer, on the one hand, and Sellers, on the other hand, will be deemed to be references to Sellers, on the one hand, and Buyer, on the other hand, respectively. The Closing Statement shall become Final and Binding on the Final Resolution Date. Any amounts owed by any Seller or Seller Party pursuant to Section 1.9 shall constitute administrative priority claims against any Sellers' or Seller Parties' estate under Sections 503(b) and 507(a)(1) of the Bankruptcy Code.

(b) During the thirty (30) days after delivery of the Closing Statement, Buyer will provide Sellers and their accountants reasonable access, during normal business hours and upon reasonable notice, (i) to review the financial books and records of Buyer to the extent related to the Closing Statement, including any of Buyer's accountants' work papers related to the calculation of amounts in the Closing Statement (subject to the execution of any access letters that such accountants may reasonably require in connection with the review of such work papers), and (ii) to the employees and other Representatives of Buyer who were responsible for the preparation of the Closing Statement to respond to questions relating to the preparation of the Closing Statement and the calculation of the items thereon, in each case solely to allow Sellers to determine the accuracy of Buyer's calculation of the items set forth on the Closing Statement. Any information shared with Sellers or their accountants will be subject to Section 5.14, and Buyer shall not have any obligation to provide information or access to information, materials or Persons if doing so could reasonably be expected to result in the waiver of any attorney-client privilege or the disclosure of any Trade Secrets or violate any Law or the terms of any applicable Contract to which Buyer or any of its Affiliates is a party. If Sellers disagree with any of Buyer's calculations set forth in the Closing Statement, Sellers may, within thirty (30) days after delivery of the Closing Statement, deliver a written notice of their disagreement (a "**Post-Closing Notice of Disagreement**") to Buyer disagreeing with such calculations; provided, however, that such Post-Closing Notice of Disagreement shall include only

objections based on whether (A) the amounts set forth on the Closing Statement were prepared in a manner consistent with the provisions of this Agreement or (B) there were mathematical errors in the computation of any amount set forth on the Closing Statement. Such Post-Closing Notice of Disagreement shall specify those items or amounts with which Sellers disagree, and shall set forth Sellers' calculation, based on such objections, of the Purchased Working Capital, and the Purchase Price resulting therefrom. To the extent not set forth in such Post-Closing Notice of Disagreement, Sellers shall be deemed to have agreed with Buyer's calculation of all items and amounts contained in the Closing Statement. If Buyer does not receive a Post-Closing Notice of Disagreement from Sellers within such thirty (30) day period, then the amounts set forth in the Closing Statement shall become Final and Binding.

(c) If a Post-Closing Notice of Disagreement is received by Buyer on or prior to the thirtieth (30th) day following Buyer's delivery of the Closing Statement, then Buyer and Sellers shall, during the fifteen (15) days following Buyer's receipt of such Post-Closing Notice of Disagreement, seek to resolve any differences that they may have with respect to the matters specified in such Post-Closing Notice of Disagreement; provided, however, that any discussions relating thereto shall be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule(s), and evidence of such discussions shall not be admissible in any future Proceedings between Buyer and Sellers. If Buyer and Sellers are not able to resolve their differences during such fifteen (15)-day period, then at the end of such period, Buyer and Sellers shall promptly mutually engage and submit for Final and Binding resolution any and all matters related to such Post-Closing Notice of Disagreement that remain in dispute to Grant Thornton LLP, or if Grant Thornton LLP is unable or unwilling to be engaged, then to a mutually agreeable independent accounting firm of recognized national standing (the "**Accounting Firm**"). Each of Buyer and Sellers shall make readily available to the Accounting Firm all relevant financial books and records, including any accountants' work papers (subject to the execution of any access letters that such accountants may require in connection with the review of such work papers) relating to the Closing Statement or the Post-Closing Notice of Disagreement. Buyer and Sellers shall enter into a customary engagement letter with the Accounting Firm, which engagement letter shall explicitly provide that, in resolving the amounts in dispute, the Accounting Firm shall (i) consider only those items or amounts disputed by the applicable Seller in the Post-Closing Notice of Disagreement that remain in dispute; (ii) not assign a value to any item or amount in dispute greater than the greatest value for such item or amount assigned by the applicable Seller, on the one hand, or Buyer or its designated Affiliates, on the other hand, or less than the smallest value for such item or amount assigned by the applicable Seller, on the one hand, or Buyer or its designated Affiliates, on the other hand; and (iii) not be bound by any arbitration rules or procedures in connection with the resolution of the dispute under this Section 1.9. The Accounting Firm's determination will be based solely upon information presented by Buyer and Sellers, and not on the basis of independent review. Buyer and Sellers shall cause the Accounting Firm to deliver to Buyer and Sellers as promptly as practicable (but in any event within fifteen (15) days of its retention) a written report setting forth its determination of the amounts in dispute. Absent manifest error, the written report prepared by the Accounting Firm shall be Final and Binding and judgment upon the determination set forth in such written report may be entered in any court of competent jurisdiction of the United States.

(d) Buyer and Sellers shall each be responsible for the fees and expenses of the Accounting Firm pro rata, as between Buyer, on the one hand, and Sellers, on the other hand, in proportion to the relative difference between the positions taken by Buyer and Sellers compared to the determination of the Accounting Firm. All other fees and expenses incurred in connection with the dispute resolution process set forth in this Section 1.9, including fees and expenses of attorneys and accountants, shall be borne and paid by the Party incurring such expense.

(e) If the sum of (i) the Purchase Price (which, for the avoidance of doubt, does not include the Post-Closing Cure Costs) minus (ii) the total amount of the Post-Closing Cure Costs, in each case, as finally determined pursuant to this Section 1.9 is less than the Estimated Purchase Price (the

absolute value of such difference, the "**Closing Payment Shortfall Amount**"), then within five (5) Business Days after the Final Resolution Date, Buyer shall be paid, via wire transfer of immediately available funds to an account designated in writing by Buyer, an amount equal to the Closing Payment Shortfall Amount from Sellers on a joint and several basis.

(f) If the sum of (i) the Purchase Price (which, for the avoidance of doubt, does not include the Post-Closing Cure Costs) minus (ii) the total amount of the Post-Closing Cure Costs, in each case, as finally determined pursuant to this Section 1.9 is greater than the Estimated Purchase Price, then within five (5) Business Days after the Final Resolution Date, Buyer and Buyer Guarantor shall, on a joint and several basis, pay, or cause to be paid, to any Seller an amount equal to the amount of such excess via wire transfer of immediately available funds to an account designated in writing by Sellers.

(g) If the sum of (i) the Purchase Price (which, for the avoidance of doubt, does not include the Post-Closing Cure Costs) plus (ii) the total amount of the Post-Closing Cure Costs, in each case, as finally determined pursuant to this Section 1.9 is equal to the Estimated Purchase Price, there will be no adjustment to the Purchase Price pursuant to this Section 1.9.

(h) Any payments made pursuant to this Section 1.9 shall be treated as an adjustment to the Purchase Price by the Parties for Tax purposes unless otherwise required by applicable Law.

1.10 Proration. Sellers and Buyer shall estimate as of the Effective Time and prorate at the Closing, to the extent related to the Purchased Assets or the Assumed Liabilities, (i) any amounts as of the Effective Time that were paid by Seller or any Seller Affiliates prior to the Effective Time and that relate, in whole or in part, to periods ending after the Effective Time; (ii) any amounts as of the Effective Time that are to be paid by Buyer after the Effective Time and that relate, in whole or in part, to periods prior to the Effective Time (other than any Assumed Paid Time Off or Cure Costs); and (iii) any amounts that will become due and payable after the Effective Time and that relate, in whole or in part, to periods prior to the Effective Time (other than any Assumed Liabilities or Cure Costs), including, without limitation, in each case, with respect to Owned Real Property condominium assessments, Owned Real Property real estate taxes and all utilities servicing any of the Purchased Assets, including water, sewer, telephone, electricity and gas service to the extent not reflected in the Purchased Working Capital (collectively, the "**Prorated Payment**"), as adjusted by Section 1.9. Any such amounts that are not available to be prorated on the Closing Date shall be similarly prorated as of the Effective Time as soon as practicable thereafter. Notwithstanding the foregoing, this Section 1.10 shall not apply to any compensatory amounts subject to payroll reporting and withholding that are payable pursuant to or as contemplated by this Agreement.

1.11 Withholding Rights. Without limiting any other provision of this Agreement, Buyer shall be entitled to deduct and withhold from any consideration otherwise payable to any other Person pursuant to this Agreement or any other Transaction Document such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any other provision of applicable Tax Law; provided, however, that if Buyer reasonably determines that an amount is required to be deducted and withheld with respect to any amounts payable by Buyer to each Seller following the Closing, Buyer shall use commercially reasonable efforts to provide Sellers with advance written notice no less than five (5) Business Days in advance of deducting or withholding such amounts of its intent to deduct and withhold and shall cooperate with Sellers in good faith to obtain reduction of or relief from such deduction or withholding as permitted under applicable Tax Law. To the extent that such amounts are so withheld and timely remitted to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Person in respect of which such deduction and withholding was made. Notwithstanding the foregoing, this Section 1.11 shall not apply to any compensatory amounts subject to payroll reporting and withholding that are payable pursuant to or as contemplated by this Agreement.

1.12 Physical Inventory.

(a) Within the five (5)-day period preceding the Closing Date, Sellers will perform and complete (or procure from a third party, the performance and completion of) a physical count of Inventory in a manner consistent with its past practice to verify the levels and amounts of the Inventory. Sellers will give Buyer not less than ten (10) days' prior written notice of such physical count of Inventory. Representatives of Buyer will be permitted to observe such physical count of Inventory and will be permitted to make test counts of Inventory and receive copies of the records related to such physical count of Inventory. In connection with such physical count of Inventory, Sellers and Buyer (each acting reasonably) shall jointly determine if any items of Inventory are unusable or obsolete, which unusable or obsolete items of Inventory shall be excluded from the calculation of the value of the Inventory calculated pursuant to this Section 1.12. Prior to the Closing Date, Sellers shall remove items of Inventory from the Hospitals and the other Facilities that, based upon such physical count of Inventory, have been determined by the Parties to be unusable or obsolete. The value of the Inventory shall be determined as set forth in Part 1 of Exhibit C and each Seller shall prepare the schedule setting forth such Inventory and the corresponding value thereof and deliver to Buyer as soon as practicable.

(b) The Parties acknowledge that the results of the physical count of Inventory to be taken pursuant to this Section 1.12 may not be available until after the Closing Date. Accordingly, the Parties agree that, if the results of such physical count of Inventory are not available as of the Closing Date, then, for purposes of determining the Estimated Working Capital, Inventory shall be calculated as set forth in Part 1 of Exhibit C.

(c) The cost of conducting the physical count of Inventory shall be borne one-half by Sellers and one-half by Buyer (it being understood that to the extent the Inventory is conducted internally by Sellers or Seller Affiliate personnel, the cost of conducting the physical count of Inventory shall be determined by each Seller based upon the allocable cost of all such personnel's time for conducting the inventory count pursuant to Section 1.12(a)).

2. CLOSING

2.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the Contemplated Transactions (the "**Closing**") shall take place electronically (a) on the second (2nd) Business Day after the conditions set forth in Section 7 and Section 8 (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) have been satisfied or waived, or (b) on such other date as the Parties may mutually designate in writing (the "**Closing Date**"). Unless otherwise agreed in writing by the Parties, the Closing shall be effective for financial and accounting purposes as of 12:01 a.m. Eastern Time on the Closing Date (the "**Effective Time**"); provided that Taxes will be calculated in accordance with applicable Tax Law. For the avoidance of doubt, all calculations of all components of Purchased Working Capital shall not consider the effects of the consummation of the Contemplated Transactions.

2.2 Deliveries of Sellers at the Closing. At the Closing and unless otherwise waived in writing by Buyer, Sellers shall deliver to Buyer, or shall cause the appropriate Person to deliver to Buyer, the following:

(a) with respect to each Lease (other than the Existing MPT Lease), an assignment of such Lease, substantially in the form attached hereto as Exhibit D (each, a "**Lease Assignment**"), duly executed by Sellers and each relevant Seller Party;

(b) a bill of sale, substantially in the form attached hereto as Exhibit E (the "**Bill of Sale**"), duly executed by Sellers and each relevant Seller Party, conveying to Buyer or Buyer's designated Affiliates good and marketable title to the Personal Property;

(c) an assignment and assumption agreement, substantially in the form attached hereto as Exhibit F (the "**Assignment and Assumption Agreement**"), duly executed by Sellers and each relevant Seller Party, effecting the assignment to and assumption by Buyer or Buyer's designated Affiliate of the Assumed Contracts, the Assumed Liabilities and any Purchased Assets not conveyed by any other Transaction Document;

(d) evidence in recordable form satisfactory to the Title Company that the Existing MPT Lease has been terminated at or prior to Closing with respect to the MPT Real Property (the "**Existing MPT Lease Termination**");

(e) one or more power of attorneys, substantially in the form attached hereto as Exhibit G (each a "**Power of Attorney**"), duly executed by Sellers, authorizing Buyer to utilize Sellers' federal controlled substances permits and licenses;

(f) a confirmatory Intellectual Property assignment agreement, substantially in the form attached hereto as Exhibit H (the "**Intellectual Property Agreement**"), duly executed by each Seller and each applicable Seller Party;

(g) a transition services agreement, substantially in the form attached hereto as Exhibit I, with schedules thereto completed no later than fifteen (15) days after the Execution Date in form and substance satisfactory to Buyer in its reasonable discretion (the "**Transition Services Agreement**"), duly executed by Sellers or the Seller Affiliates, as applicable;

(h) an employee contract assignment and assumption agreement, substantially in the form attached hereto as Exhibit J (the "**Employee Contract Assignment and Assumption Agreement**"), duly executed by Sellers and each relevant Seller Party, including by each SMG Entity employing any SMG Clinician along with documentation, in form and substance satisfactory to Buyer in its reasonable discretion [redacted]

(i) with respect to each parcel of Owned Real Property, a Massachusetts form quitclaim deed in the form of Exhibit K attached hereto and duly executed and notarized by Seller (the "**Deeds**");

(j) (i) a professional services agreement pursuant to which the applicable Seller or Seller Party will make available to Buyer the services of the Physicians and other Practitioners employed or contracted by the applicable Seller or Seller Party (including any applicable SMG Entity) at the Closing for a period of at least ninety (90) days after the Closing Date substantially in the form attached hereto as Exhibit L (the "**Professional Services Agreement**"), and (ii) a professional leaseback agreement, substantially in the form attached hereto as Exhibit M (the "**Leaseback Agreement**"), each duly executed by the applicable Seller and any Seller Parties party thereto;

(k) a recordable form of the final Sale Order and such other items as required by the applicable registry of deeds and land records to record the Deeds and such other items reasonably required by the Title Company to deliver the Title Policies, including, without limitation, as required under the title standards of the Massachusetts Real Estate Bar Association.

(l) a certificate, dated as of the Closing Date, of Seller certifying that the conditions set forth in Section 7.1, Section 7.2 and Section 7.3 have been satisfied;

(m) with respect to each Seller, a properly completed and validly executed IRS Form W-9 in the form most recently published by the IRS and authorized for use to evidence that no withholding is required under Section 1446(f) of the Code;

(n) executed medical records transfer custody agreements for the medical records held at the Facilities; and

(o) evidence of payoffs and evidence in recordable form (which evidence may be in the form of payoff letters (or similar) with sufficient funds deposited with (and acceptable to) the Title Company to be paid at the Closing or in the form of a recordable Sale Order to be effective as of the Effective Time and acceptable to the Title Company) that any and all notices of contract, statements of account and any other similar filings made with respect to any mechanics' liens or similar liens or claims against each of the Owned Real Property and the Leased Real Property have been released, discharged and dissolved at or prior to Closing (collectively, the "**Mechanics' Lien Releases**").

2.3 Deliveries of Buyer at the Closing. At the Closing and unless otherwise waived in writing by Sellers, Buyer shall deliver to Sellers the following:

(a) evidence of the wire transfers provided for in Section 1.8;

(b) the Lease Assignments, duly executed by Buyer or its designated Affiliate;

(c) the Bill of Sale, duly executed by Buyer or its designated Affiliate;

(d) the Assignment and Assumption Agreement, duly executed by Buyer or its designated Affiliate;

(e) the Intellectual Property Agreement, duly executed by Buyer;

(f) the Transition Services Agreement, duly executed by Buyer or its designated Affiliate;

(g) the Employee Contract Assignment and Assumption Agreement;

(h) the Professional Services Agreement, duly executed by Buyer or its designated Affiliates;

(i) the Leaseback Agreement, duly executed by Buyer or its designated Affiliates;

(j) the Note, duly executed by Buyer or its designated Affiliates;

(k) copies of resolutions duly adopted by the board of trustees of Buyer and the board of directors of Buyer Guarantor, authorizing and approving Buyer or its Affiliate's performance of the Contemplated Transactions and the execution and delivery of this Agreement and the other Transaction

Documents, certified as true and in full force and effect as of the Closing Date by an appropriate officer of each of Buyer and Buyer Guarantor;

(l) a certificate, dated, as of the Closing Date, of Buyer certifying that the conditions set forth in Section 8.2, Section 8.3 and Section 8.7 have been satisfied;

(m) certificates of incumbency for the respective officers of Buyer executing this Agreement and the other Transaction Documents, dated as of the Closing Date; and

(n) a certificate of existence or good standing of Buyer from its jurisdiction of formation or organization dated within thirty (30) days prior to the Closing.

2.4 Additional Acts. From time to time after the Effective Time, each Seller and Buyer or its designated Affiliates shall, and Seller shall cause the applicable Seller Parties to, execute, acknowledge and deliver all such further reasonable documents, conveyances, notices, assumptions, releases and acquittances and such other reasonable instruments, and shall take such further reasonable actions, as may be reasonably necessary or appropriate to effectuate this Agreement and consummate the Contemplated Transactions, including to assure fully to Buyer, its Affiliates and their respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges relating to the Purchased Assets intended to be conveyed to Buyer or its designated Affiliate under this Agreement and the other Transaction Documents and to assure fully to each Seller and any of its Affiliates and their respective successors and permitted assigns, the assumption of the Assumed Liabilities intended to be assumed by Buyer or its designated Affiliates under this Agreement and the other Transaction Documents, and to confirm, consummate or otherwise make effective the Contemplated Transactions.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller, jointly and severally, hereby represents and warrants to Buyer that the statements contained in this Section 3 are true and correct as of the Execution Date and as of the Closing Date (except in the case of representations and warranties that are made as of a specified date, in which case such representations and warranties will be true and correct as of such specified date). The Parties acknowledge and agree that the use of the term "Affiliates" throughout this Section 3, except in Section 3.20 and Section 3.21, shall only be construed to refer to any such Affiliates' operations or activities that are directly related to the Business.

3.1 Organization; Capacity; Capitalization.

(a) Each Seller is a corporation, limited liability company or other entity, duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or organization, which entity type and jurisdiction for Seller is as set forth on Schedule 3.1. Each Seller is duly authorized, qualified to do business and in good standing under all applicable Laws of any jurisdictions (domestic and foreign) in which the character or the location of the assets owned or leased by it or the nature of the business conducted by it requires such authorization or qualification, except as would not reasonably be expected to have a Material Adverse Effect. The execution and delivery by each Seller of this Agreement and the other Transaction Documents to which it is or will become a party, as applicable, the performance by each Seller of its obligations under this Agreement and the other Transaction Documents to which it is or will become a party and the consummation by each Seller of the Contemplated Transactions to which it is a party have been authorized and approved by all necessary corporate, limited liability company or other similar actions, as applicable, on the part of each Seller, none of which actions has been modified or rescinded and all of which actions remain in full force and effect.

(b) Except as set forth on Schedule 3.1(b), no Seller owns, directly or indirectly, any equity or other ownership interests in any other entity.

3.2 Authority; Non-contravention; Binding Agreement.

(a) Except as set forth on Schedule 3.2(a), the execution, delivery and performance by each Seller of this Agreement and the other Transaction Documents to which it is a party or will become a party, and the consummation by each Seller of the Contemplated Transactions, as applicable:

(i) are within each Seller's corporate, limited liability company or other similar powers and are not and will not be in contravention or violation of the terms of the organizational or governing documents of any Seller;

(ii) do not and will not require any Approval of, filing or registration with, the issuance of any Permit by, or any other action to be taken by, any Governmental Authority or third party to be made or sought by any Seller excluding any filings required by the HPC or under the HSR Act or other Antitrust Law; and

(iii) do not and will not require any Approval or other action under, conflict with, breach the provisions of, or result in any violation of or default under (or an event which, with notice or lapse of time or both, would constitute a default), or give rise to a right of termination, cancellation, acceleration or augmentation of any obligation, or loss of a material benefit under, or result in the creation of any Encumbrance upon, any of the Purchased Assets under any (1) Contract to which any Seller or any Seller Affiliate is a party, (2) Permit or Approval, or (3) Order or Law applicable to the Business, any of the Purchased Assets or to which any Seller may be subject, except in each case of clauses (ii) and (iii)(1) above, as would not reasonably be expected to have a Material Adverse Effect.

(b) This Agreement and the other Transaction Documents to which each Seller is or will become a party are and will be duly executed and delivered by each Seller and constitute the valid and legally binding obligations of each Seller and, assuming the due authorization and execution thereof by Buyer or its designated Affiliates and Buyer Guarantor, are and will be legal, valid and binding obligations of each Seller, enforceable against it in accordance with the respective terms hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable Laws and except as enforceability may be subject to general principles of equity.

3.3 Title to Assets; Sufficiency and Condition of Assets.

(a) Each Seller owns and holds, or will own and hold at Closing, good and marketable title to, or, in the case of the Assumed Leases, has valid and subsisting leasehold interests in, or valid and subsisting leasehold interests in or rights to use, all of the Purchased Assets, free and clear of all Encumbrances other than (i) as set forth on Schedule 3.3(a), (ii) the Permitted Encumbrances, and (iii) Encumbrances to be released on or prior to Closing. At the Closing, the applicable Seller will convey to Buyer, and Buyer will acquire, good and marketable title to, or valid and subsisting leasehold interests in or rights to use, the Purchased Assets, free and clear of all Encumbrances, other than as set forth on Schedule 3.3(a), and the Permitted Encumbrances.

(b) There are no outstanding rights (including any right of first refusal or right of first offer), options, or Contracts giving any Person any current or future right to require any Seller to sell or transfer to such Person or to any third party any interest in any of the Purchased Assets. Except as set forth on Schedule 3.3(b), the Purchased Assets (together with the Excluded Assets licensed to Buyer pursuant to the Transition Services Agreement or Intellectual Property Agreement) constitute all of the material assets

used in the operation of the Business in the manner in which it is currently conducted. To the Knowledge of Sellers, there are no facts or conditions affecting the Purchased Assets that could, individually or in the aggregate, interfere in any material respect with the use, occupancy or operation of the Purchased Assets as currently used, occupied or operated.

3.4 Financial Information.

(a) Schedule 3.4(a) contains the following financial statements and financial information of the Business (collectively, the "**Historical Financial Information**"):

(i) unaudited consolidated balance sheets and income statements of the Business (including the accompanying consolidating schedules of balance sheet information and income statement information) as of, and for the twelve (12) month periods ended December 31, 2022 and December 31, 2023;

(ii) an unaudited consolidated balance sheet of the Business (including the accompanying consolidating schedules of balance sheet information) as of the Balance Sheet Date (the "**Reference Balance Sheet**"); and

(iii) an unaudited consolidated income statement of the Business (including the accompanying consolidating schedules of income statement information) for the five (5)-month period ended on the Balance Sheet Date.

(b) The Historical Financial Information (i) is true, correct and complete in all material respects, and (ii) fairly presents in all material respects the consolidated financial position of the Business as of the respective dates thereof and the consolidated results of the operations of the Business and changes in financial position for the respective periods covered thereby. The consolidated financial statements included in the Historical Financial Information have been prepared in all material respects in accordance with GAAP, applied on a consistent basis throughout the periods indicated (subject, in the case of the unaudited Historical Financial Information, to the absence of notes and normal year-end audit adjustments, the effect of which is not material, individually or in the aggregate), and are based in all material respects on the Books and Records of each Seller. Except as set forth on Schedule 3.4(b), (y) no Seller has changed in any material respect any accounting policy or methodology during the periods presented in the Historical Financial Information (including the accounting policies and methodologies for determining the obsolescence of Inventory or in calculating reserves), and (z) none of Seller or any Seller Party has incurred any Liabilities relating to the Business or the Purchased Assets other than liabilities incurred since the Balance Sheet Date in the ordinary course of business and consistent with past practice.

(c) Schedule 3.4(c) contains a true and complete list of all Specified Debt. Since the Balance Sheet Date, except as set forth on Schedule 3.4(c), no Seller has made any write down in: (i) the value of Inventory in a manner that is outside of the ordinary course of business; or (ii) any "off-balance sheet arrangements" as such term is defined under Regulation S-K promulgated by the United States Securities and Exchange Commission.

3.5 Permits and Approvals. Each Facility is duly licensed in accordance with applicable Law by the appropriate Governmental Authority as set forth on Schedule 3.5, which sets forth the type of licensed facility, the license number, and, for each Hospital, the number of licensed beds at such Hospital. The pharmacies, laboratories, and all other ancillary departments or services located at any Facility or owned or operated by any Seller or Seller Affiliate for the benefit of any Facility that are required to be separately licensed are duly licensed by the appropriate Governmental Authority. Schedule 3.5 sets forth an accurate and complete list of all material Permits and Approvals issued by any Governmental Authority

to any Seller or Seller Affiliate with respect to the Facilities, including the dates of issuance and expiration dates for each such Permit or Approval. The Permits and Approvals set forth on Schedule 3.5 constitute all such Permits and Approvals necessary to own and operate the Facilities and the Purchased Assets and to carry on the Business as currently operated, except where the failure to have or obtain a Permit or Approval would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. Each Seller has provided accurate and complete copies to Buyer of each Permit and Approval set forth on Schedule 3.5. To the Knowledge of Sellers, all individuals who provide professional services to or on behalf of the Business who are required to hold any licenses to provide such services (each, a "**Practitioner**", and collectively, the "**Practitioners**") currently possess, and since the Lookback Date have possessed during the times which they have provided such services, all such licenses in each applicable jurisdiction in which such individuals are providing or provided such services, except where the failure to hold any such licenses would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. Any Seller, any Seller Party (in connection with the Business or the Purchased Assets), the Facilities, and, to the Knowledge of Sellers, the Practitioners, as applicable, are, and at all times since the Lookback Date have been, in compliance with the terms of such Permits and Governmental Authority Approvals, except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. There are no provisions in, or agreements relating to, any such Permits or Approvals that preclude or limit any Seller or any Seller Party (in connection with the Business or the Purchased Assets) from operating the Facilities and the Purchased Assets and carrying on the Business as currently conducted in any material way. There is no pending or, to the Knowledge of Sellers, threatened, Proceeding by or before any Governmental Authority to revoke, cancel, rescind, suspend, restrict, modify, or refuse to renew any material Permit or Approval held by any Seller or any Seller Party (in connection with the Business or the Purchased Assets), any Facility, or to the Knowledge of Sellers, any Practitioner, and all such Permits and Governmental Authority Approvals are as of the date hereof, and as of the Closing Date shall be, unrestricted, in good standing, in full force and effect and not subject to meritorious challenge, except where the failure to have or obtain such Permit or Approval would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. To the Knowledge of Sellers, no event has occurred and no facts exist with respect to any such Permits or Approvals that allow, or after notice or the lapse of time or both would allow, the suspension, revocation, nonrenewal, restriction or termination of any such Permits or Approvals, or would result in any other impairment in the rights of any holder thereof, except where the failure to have or obtain such Permit or Approval would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. None of any Seller, any Facility or any Seller Party (in connection with the Business or the Purchased Assets) has received since the Lookback Date any notice or communication from any Governmental Authority regarding any violation of any Permits or Approvals (other than any surveys or deficiency reports for which Sellers have submitted a plan of correction that has been accepted or approved by the applicable Governmental Authority). Each Seller has delivered to Buyer or its designated Affiliates accurate and complete copies of all survey reports, deficiency notices, plans of correction, and related correspondence received by any Seller, any Seller Party, or any Facility for the past three (3) years in connection with the Permits and Governmental Authority Approvals relating to the Business.

3.6 Statutory Funds. None of any Seller nor any of each Seller's predecessors has received any loans, grants, loan guarantees, donations, monies, or other financial assistance pursuant to the Hill-Burton Act program, the Health Professions Educational Assistance Act, the Nurse Training Act, the National Health Planning and Resources Development Act, or the Community Mental Health Centers Act, as amended, or similar Laws relating to healthcare facilities, which remain unpaid or which impose any restrictions on the Facilities or the Purchased Assets.

3.7 Accreditation. Schedule 3.7 sets forth an accurate and complete list of all material accreditations and certifications held by any Seller, any Seller Party (in connection with the Business or the Purchased Assets) and the Facilities. All such accreditations and certifications are effective, unrestricted

and in good standing as of the date hereof. To the Knowledge of Sellers, no event has occurred, or other fact exists with respect to such accreditations and certifications that allows, or after notice or the lapse of time or both, would reasonably be expected to result in, suspension, revocation or termination of any such accreditations or certifications, or would result in any other material impairment in the rights of any holder thereof. There is no pending or, to the Knowledge of Sellers, threatened, Proceeding by any accrediting body to revoke, cancel, rescind, suspend, restrict, modify, or not renew any such accreditation or certifications. Each Hospital is duly accredited, with no contingencies, by The Joint Commission ("**Joint Commission**") through the periods set forth on Schedule 3.7. Since the date of the most recent Joint Commission survey for each Hospital, none of either applicable Seller nor any Seller Party, nor the applicable Hospital has made any changes in policy or operations that would cause such Hospital to lose such accreditations. Each applicable Seller has delivered to Buyer or its designated Affiliates a copy of each Hospital's Joint Commission accreditation report for the past three (3) years and any statements of deficiencies, plans of correction, and related documents, as well as material correspondence relating thereto.

3.8 Government Program Participation; Private Programs; Reimbursement.

(a) The Facilities are certified for participation in the Government Programs identified on Schedule 3.8(a)(i) and have current and valid Payor Agreements with such Government Programs from which any Seller presently receives payments on account of services provided by the Facilities or the Practitioners who have reassigned their right to bill to Sellers, and Sellers are party to, or are otherwise entitled to bill under, current Payor Agreements with certain private non-governmental payors or programs, including any private insurance payor or program, self-insured employer, or other third-party payor (each, a "**Private Program**"), under which Sellers directly or indirectly receive payments, each as set forth on Schedule 3.8(a)(ii). Pursuant to the terms of the Clean Room Black Box Agreement, Sellers have made available accurate and complete copies of all Payor Agreements to Buyer involving aggregate annual consideration in excess of $1,000,000 (collectively, the "**Material Payor Agreements**"). The Facilities are in compliance with the conditions of participation or conditions of coverage, as applicable, in such Government Programs and Private Programs and with the terms, conditions, and provisions of the Material Payor Agreements, except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. The Material Payor Agreements are each in full force and effect, and to the Knowledge of Sellers, no events or facts exist that would cause any Material Payor Agreement to be suspended, terminated, restricted or withdrawn. Sellers have not in the last two (2) years from the date hereof received written notice from any Government Program or Private Program to the effect that it intends to cease or materially alter its business relationship with any Seller or Seller Affiliate in connection with the Facilities (whether as a result of the Contemplated Transactions or otherwise). Since the Lookback Date, no Government Program or Private Program with respect to a Material Payor Agreement (i) has indicated in writing its intent to cancel or otherwise substantially modify its relationship with Sellers, or (ii) has advised Sellers in writing of any material problem or dispute. Sellers have received all Permits and Approvals necessary for reimbursement of the Facilities by the Government Programs and Private Programs, except where the failure to obtain a Permit or Approval would not reasonably be expected to have a Material Adverse Effect. All billing practices of Sellers with respect to all Government Programs and Private Programs are, and since the Lookback Date, have been, conducted in compliance with all applicable Laws and the policies and billing guidelines of such Government Programs or Private Programs with which Sellers have a Material Payor Agreement, except where such non-compliance has been reasonably cured or would not be expected, either individually or in the aggregate, to have a Material Adverse Effect. Neither Sellers nor the Facilities have, since the Lookback Date, billed or received any payment or reimbursement in excess of amounts allowed by applicable Law or the billing guidelines of any Private Programs with which Seller has a Material Payor Agreement or Government Programs, except for overpayments received in the ordinary course of business which overpayments once identified are refunded in the ordinary course or routine audit adjustments. Except as provided on Schedule 3.8(a)(iii), no such overpayments received in excess of $100,000 are currently outstanding. There is no Proceeding, survey, or other action pending,

or, to the Knowledge of Sellers, threatened against any Seller, any Seller Affiliate, or Facility, involving any Government Program or Private Program with which Sellers have a Material Payor Agreement, including the Facilities' participation in and the reimbursement received by Sellers and the Facilities from the Government Programs or any such Private Program, and to the Knowledge of Sellers, no event has occurred that would reasonably be expected to result, directly or indirectly, in any such Proceedings, surveys or actions. Neither Sellers nor, to the Knowledge of Sellers, any of the Seller Employees or Practitioners, nor to the Knowledge of Sellers, any former employee or current or former officer or director of any Seller, has since the Lookback Date, committed a material violation of any Law relating to payments and reimbursements under any Government Program or any Private Program. Schedule 3.8(a)(iv) contains a list of all NPIs and all provider numbers under the Government Programs issued to and held by any Seller and the Facilities, all of which are in full force and effect. For the avoidance of doubt, it shall not be a violation of this Section 3.8(a) to close a hospital other than the Facilities contemplated as Purchased Assets under this Agreement.

(b) Except as set forth on Schedule 3.8(b), since the Lookback Date, with respect to applicable reporting periods, Sellers have implemented and used a certified health information technology as required for CMS Reporting, and, except where such exception would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, has timely filed all reports, data, and other information including quality, performance and use of certified health information technology, required to be filed with CMS (or public or private data registry) as required by CMS Reporting and/or Government Programs, or has filed and received from CMS a hardship exception or other special exception from CMS Reporting. All reports, data and other information submitted by Sellers in support of its attestations and reporting under CMS Reporting and/or Government Programs are accurate and correct, in all material respects. Sellers, and to the Knowledge of Sellers, any managing Seller Employee, or any other managing employee or officer or director of Sellers have not, since the Lookback Date, knowingly and willfully made or knowingly and willfully caused to be made a false statement or representation of a material fact in any report, data, and other information supporting Sellers' attestations and reporting under Seller's CMS Reporting or other filings for CMS Program Payments and/or Government Programs.

3.9 Third-Party Payor Cost Reports.

Each Seller has timely filed all required Cost Reports relating to the Business since the Lookback Date and copies of all such Cost Reports have been provided to Buyer. All amounts shown as due from any Seller or any Seller Affiliate in the Cost Reports were remitted with such reports and all amounts shown in the notices of program reimbursement as due have been paid. All information related to any Cost Report from 2018 through 2023 has been or will be, to the extent not prohibited by applicable Law, provided to Buyer before the Effective Time including but not limited to, all workpapers, Medicare Administrative Contractor communications, CMS or MAC vendor communications, including notices of overlapping residents, and audit adjustment reports. All Cost Reports relating to the Business filed by or on behalf of any Seller or any Seller Affiliate accurately reflect, in all material respects, the information required to be included therein, and such Cost Reports do not claim, and no Seller nor any Seller Affiliate (in connection with the Facilities), nor the Facilities have received, reimbursement in any amount in excess of the amounts allowed by applicable Law or any applicable agreement, except for overpayments received in the ordinary course of business which overpayments once identified are refunded in the ordinary course and, except as provided on Schedule 3.8(a)(iii), no such overpayments in excess of $100,000 are currently outstanding. Schedule 3.9 indicates which of such Cost Reports have not been audited and finally settled and includes a brief description of any and all notices of program reimbursement, proposed or pending audit adjustments, disallowances, appeals of disallowances, and any and all other unresolved claims or disputes in respect of such Cost Reports.

3.10 Compliance with Laws.

(a) (i) Except as set forth in Schedule 3.10(a), each Seller and each Seller Affiliate has operated since the Lookback Date, and is operating, the Business, the Facilities, and its properties in compliance in all material respects with all applicable Laws, and (ii) no Seller nor any Seller Affiliate has, since the Lookback Date, (A) received notice, correspondence or other written communication of any actual or alleged violation of, or Liability under, any such Laws, or to the effect that any Seller or any Seller Affiliate or any Representative of, or any Person acting on behalf of, any Seller or any Seller Affiliate, is or could potentially be under investigation or inquiry with respect to any such actual or alleged violation of any such Law, applicable to any Seller or any Seller Affiliate in connection with the Business, or (B) incurred any actual obligation to undertake, or to bear all or any portion of the cost of, any remedial action with respect to a violation of such Laws.

(b) Except as set forth in Schedule 3.10(b), to the Knowledge of Sellers, no event has occurred since the Lookback Date, and no condition exists, that would reasonably be expected to (with or without notice or lapse of time) constitute or result directly or indirectly in (i) a material violation by any Seller or any Seller Affiliate of, or a failure on the part of any Seller or any Seller Affiliate to comply with, in any material respects, any applicable Law relating to the operation and conduct of the Business or any of any Seller's or any Seller Affiliate's properties or Facilities or (ii) any obligation on the part of any Seller to undertake, or to bear all or any portion of the cost of, any material remedial action with respect to a violation of such Laws, in each case, except where such violation of applicable Law would not reasonably be expected to have a Material Adverse Effect.

(c) No Seller, any Seller Affiliates, the Facilities, nor to the Knowledge of Sellers, any Practitioner, Seller Employee or any other officer, director, employee or independent contractor of Seller, any Seller Affiliate or the Facilities, has been convicted of, charged with or, to the Knowledge of Sellers, investigated for, or has engaged in conduct since the Lookback Date that would constitute, a material offense related to Medicare or any other Government Program, or convicted of, charged with or, to the Knowledge of Sellers investigated for, or engaged in conduct that would constitute a material violation of any Healthcare Law related to Fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, obstruction of an investigation or controlled substances. No Seller, any Seller Affiliate, the Facilities, nor, to the Knowledge of Sellers, any Practitioner, Seller Employee or any other officer, director or independent contractor of any Seller any Seller Party or the Facilities (whether an individual or entity), has been excluded from participating in any Government Program, subject to sanction pursuant to 42 U.S.C. § 1320a-7a or § 1320a-8, or been convicted of a crime described at 42 U.S.C. § 1320a-7b, nor are any such exclusions, sanctions or charges pending or, to the Knowledge of Sellers, threatened.

(d) Except as set forth in Schedule 3.10(d) Sellers, any Seller Affiliate (in connection with the Facilities), the Facilities, and the Business have been, since the Lookback Date, and are presently, in compliance in all material respects with all applicable Healthcare Laws.

(e) Except as set forth in Schedule 3.10(d), no Seller nor any Seller Affiliate is, and since the Lookback Date, has not been, party to any Contract (including any joint venture or consulting agreement) with any Referral Source to provide services, lease space, lease equipment or engage in any other venture or activity related to any Seller, any Seller Affiliate (in connection with the Facilities), the Facilities, the Business, or the Purchased Assets that is not in compliance in all material respects with applicable Healthcare Laws.

(f) No Seller nor any Seller Affiliate (in connection with the Facilities), has received, since the Lookback Date, any notification, correspondence, or any other written communication, including notification of any pending or threatened Proceeding or other action from any Governmental Authority, Private Program or patient, of any potential or actual material non-compliance by, or material Liability of,

any Seller, any Seller Affiliate (in connection with the Facilities), the Facilities or the Purchased Assets under any Healthcare Law.

(g) Each Seller and each Seller Affiliate have, since the Lookback Date, timely filed all material reports, data, and other information required to be filed with such Governmental Authorities regarding the Facilities and the Purchased Assets.

(h) Each Seller, any Seller Party, and their Representatives have complied since the Lookback Date in all material respects with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Corruption of Foreign Public Officials Act, the OECD Anti-Bribery Convention and other applicable Laws regarding the use of funds for political activity or commercial bribery. No Seller, Seller Party, nor, to the Knowledge of Sellers, any Representative thereof has, for or on behalf of any Seller or any Seller Party, at any time since the Lookback Date, (i) made or caused to be made or provided, directly or indirectly, any unlawful payment to any foreign government official, political party, or candidate for political office for the purpose of influencing a decision, inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign Governmental Authority in order to assist any Seller or any Seller Party to obtain or retain business for, or direct business to any Seller or any Seller Party, as applicable, subject to applicable exceptions and affirmative defenses, (ii) accepted or received any unlawful payments, or (iii) violated any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable U.S. or foreign Laws. None of any Seller's or, to the Knowledge of Sellers, any Seller Party's Representatives, is a "specially designated national" or blocked Person under U.S. sanctions administered by OFAC. No Seller nor any Seller Party has since the Lookback Date from the date hereof engaged in any business with any Person or in any country that it is prohibited for a U.S. Person to engage in any business with or under applicable Law or under applicable U.S. sanctions administered by U.S. Department of the Treasury. No Seller nor any Seller Party is a Person with whom U.S. Persons are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive Order (including Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001), or the United and Strengthening America by Providing Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, or any other governmental action.

(i) All billing and collection practices of, and claims submitted by, any Seller or any Seller Affiliate (in connection with the Facilities) since the Lookback Date with respect to all Government Programs and Private Programs have been in compliance, in all material respects, with all applicable Laws with respect to such Government Programs, and with the applicable, published billing policies of such Private Programs, except for overpayments in the ordinary course of business which overpayments once identified are refunded in the ordinary course and routine audit adjustments. No Seller nor any Seller Affiliate has submitted since the Lookback Date any claims that are cause for civil penalties under, or mandatory or permissive exclusion from, any Government Program or Private Program or otherwise in material violation in of any Healthcare Law. Each Seller and any Seller Affiliates have maintained since the Lookback Date its billing records in compliance, in all material respects, with applicable Laws or published third party payor policy supporting the provision of services billed under such Government Programs and Private Programs.

(j) Each Seller and all Seller Affiliates (in connection with the Facilities) are in compliance, in all material respects, with all applicable Laws regarding the selection, deselection, and credentialing and supervision of its Physicians and other Practitioners, including verification of licensing status and eligibility for reimbursement under Government Programs.

(k) To the Knowledge of Sellers, each Seller Employee, and each Practitioner, is duly licensed to provide such services, is in compliance, in all material respects, with all Laws relating to such

professional licensure and meets, in all material respects, the qualifications to provide such professional services under applicable Laws.

3.11 Information Privacy and Security Compliance.

(a) During the three (3) year period prior to the Execution Date, with respect to the Purchased Assets, each Seller, each Seller Affiliate (in connection with the Facilities) and the Facilities (i) have been in material compliance with HIPAA and (ii) have been in material compliance with all other applicable Information Privacy or Security Laws. To the extent required by HIPAA, each Seller's, each Seller Affiliate's (in connection with the Facilities) and the Facilities' respective workforces (as such term is defined in 45 C.F.R. § 160.103) have received training provided to Seller Employees in the ordinary course of business with respect to compliance with HIPAA.

(b) During the three (3) year period prior to the Execution Date, with respect to the Purchased Assets and to the extent required by HIPAA, each Seller or the Seller Affiliates, in connection with the Facilities and, on behalf of any Seller, have entered into business associate agreements with third parties acting as a business associate (as defined in 45 C.F.R. § 160.103) of each Seller or the applicable Seller Affiliate. During the three (3) year period prior to the Execution Date, with respect to the Purchased Assets, no Seller nor any Seller Affiliates (i) have received a written notice of investigation from any Governmental Authority for a violation of applicable Information Privacy or Security Law; or (ii) except as set forth on Schedule 3.11(b), there has not been any material Security Incident that required notice to any Person or Governmental Authority under applicable Information Privacy or Security Law. Except as set forth on Schedule 3.11(b), during the three (3) year period prior to the Execution Date, with respect to the Purchased Assets, to the Knowledge of Sellers, no material breach has occurred with respect to any Unsecured Protected Health Information (as such terms are defined in 45 C.F.R. § 164.402) maintained by or for any Seller, the Seller Affiliates or the Facilities.

(c) Each Seller requires all third parties, including vendors and other Persons providing services to any such Seller or Seller Affiliate, who are Covered Vendors (as defined below) to: (i) comply with all Information Privacy or Security Laws in such manner and degree applicable to such Covered Vendor; (ii) take reasonable steps no more burdensome than required, if at all, by an Information Privacy or Security Law, that are designed to ensure that all Personal Information in such third parties' possession or control is protected against damage and loss, and against unauthorized access, acquisition, use, modification, disclosure or other misuse; and (iii) obligate the Covered Vendor by Contract to restrict use of Personal Information to that authorized or required under the servicing, outsourcing or other arrangement. To the Knowledge of any such Seller, no Covered Vendor has notified any Seller of any security breach, incident, or any governmental investigation affecting the Personal Information of Seller. A "**Covered Vendor**" for purposes of this subsection is any third party, including vendors and other Persons providing services to any Seller with respect to the Purchased Assets and who have access to Personal Information from or on behalf of any Seller and whose access is contemplated by an Information Privacy or Security Law to require any Seller or any Seller Affiliate to impose the type of contractual obligations contemplated by this subsection.

(d) During the three (3) year period prior to the Execution Date, with respect to the Purchased Assets, each Seller or Seller Affiliate has completed periodic security "risk analysis" as described and to the extent required by 45 C.F.R. § 164.308(a)(1)(ii)(A). During the three (3) year period prior to the Execution Date, with respect to the Purchased Assets, each Seller, Seller Affiliate or their third-party service provider(s) on behalf of each Seller or a Seller Affiliate have (i) tested its information security program (collectively, "**Information Security Reviews**"), (ii) remediated any high or critical exceptions and vulnerabilities identified in such Information Security Reviews, and (iii) where, individually or in the

aggregate, would be material, have used commercially reasonable efforts to install Software security patches to identified technical information security vulnerabilities.

(e) During the three (3) year period prior to the Execution Date, with respect to the Purchased Assets, each Seller's and Seller Affiliate's Processing of any Sensitive Data is and has been in material compliance with all applicable Laws and Contracts (including privacy policies and terms of use) With respect to the Business, each Seller and each of the Seller Affiliates maintain an information security program that includes reasonable and appropriate organizational, physical, administrative, and technical safeguards designed to protect the security, confidentiality, integrity, and availability of the Information Technology Systems used in the Business and all Sensitive Data that each Seller and the Seller Affiliates Process with respect to the Business that are consistent in all material respects with all applicable Laws and Contracts.

3.12 Compliance Program.

(a) Each Seller and all Seller Parties have, for each Facility, implemented and, since the Lookback Date, maintained, a corporate compliance program consistent with the guidance and standards promulgated by OIG, DOJ, and the U.S. Federal Sentencing Guidelines regarding effective compliance programs, and has provided to Buyer or its designated Affiliates a true and complete copy of the material current compliance program materials applicable to each Facility, including all material program descriptions, compliance officer and committee descriptions, ethics and risk area policy materials, training and education materials, auditing and monitoring program descriptions, reporting mechanisms and disciplinary policies. Each Seller and each Seller Affiliate has conducted its operations since the Lookback Date in accordance with the applicable compliance programs in all material respects during the applicable period for which such compliance program was in effect. All material issues with respect to each Seller's and each Seller Affiliate's compliance with such programs that was brought to the attention of each Seller's and each Seller Party's compliance officer since the Lookback Date have been investigated or are in the process of being investigated and corrective actions (if applicable) have been taken in material compliance with applicable Healthcare Law and the compliance programs applicable to each Seller, where appropriate.

(b) Since the Lookback Date, except as set forth on Schedule 3.12(b), no Seller nor any of the Seller Affiliates (in connection with the Facilities) have made a voluntary disclosure of potential or actual non-compliance to any Governmental Authority, including a voluntary disclosure pursuant to OIG's self-disclosure protocol or the CMS self-referral disclosure protocol. Except as set forth on Schedule 3.12(b), no Seller nor any of the Seller Affiliates (in connection with the Facilities): (i) are a party to a corporate integrity agreement with OIG or any other Governmental Authority; (ii) have compliance-related reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (iii) to the Knowledge of Sellers, have been the subject of any Government Program investigation conducted by any federal or state enforcement agency since the Lookback Date; (iv) have been a defendant in any unsealed qui tam/False Claims Act litigation during the past two (2) years; (v) have been served with or received, since the Lookback Date, any unsealed search warrant, subpoena, criminal investigative demand or civil investigative demand by or from any federal or state enforcement agency (except in connection with unrelated third parties who may be defendants or the subject of investigation into conduct unrelated to the conduct of Seller or any Seller Affiliate); and (vi) have received any complaints through any Seller's compliance "hotline" since the Lookback Date from Seller Employees, independent contractors, vendors, Practitioners, patients, or any other Persons that could reasonably be considered to indicate that any Seller has materially violated, or is currently in material violation of, any applicable Law. For purposes of this Agreement, the term "compliance program" refers to the applicable compliance programs that are, in all material respects, of the type described in guidance published by the OIG in 63 Fed. Reg. 8987 (February 23, 1998) and 70 Fed. Reg. 4858 (January 31, 2005).

3.13 Medical Staff Matters. Each Seller and each Seller Party has made available to Buyer true, correct and complete copies of the by-laws and rules and regulations of the medical staffs of the Facilities, as well as a list of all current members of each Facility's medical staff. Except as set forth in Schedule 3.13 or a writing that specifically makes reference to this Section 3.13, there are no (a) pending, or to the Knowledge of Sellers, threatened adverse actions or disciplinary Proceedings with respect to any medical staff member of any of the Facilities or any applicant thereto for which a medical staff member or applicant has requested a judicial review hearing that has not been scheduled or that has been scheduled but has not been completed, or (b) pending, or to the Knowledge of Sellers, threatened material disputes with applicants, medical staff members or health professional affiliates, and all appeal periods in respect of any medical staff member or applicant against whom a material adverse action has been taken have expired. No medical staff members of the Facilities have resigned or had their privileges revoked or suspended since the Balance Sheet Date.

3.14 Research.

(a) Since the Lookback Date, no Seller nor any Seller Party, nor to the Knowledge of Sellers, their respective agents or contractors, have received written notice from any Governmental Authority or Institutional Review Board of the suspension, termination, or investigation of the conduct of any "clinical investigations" as defined by the FDA ("**Research**") by Sellers or the Facilities.

(b) Except as set forth on Schedule 3.14(b), each Seller and each Seller Party is, and at all times since the Lookback Date, in compliance in all material respects with applicable Law regarding the conduct of Research, including the Federal Policy for the Protection of Human Subjects (45 C.F.R Part 46), U.S. Food and Drug Administration Policy for the Protection of Human Subjects (21 C.F.R. Parts 50 and 56), and regulations governing investigational new drugs and investigational device exemptions (21 C.F.R. Parts 312 and 812), the approval (as applicable) by the Institutional Review Board of the protocol for research, obtaining of any required informed consent, the conduct of research, except where the failure to comply with such Laws would not reasonably be expected to have a Material Adverse Effect.

3.15 Intellectual Property; Information Technology Systems.

(a) Schedule 3.15(a) sets forth an accurate and complete list of the following Owned Intellectual Property: (i) issued Patents and pending applications therefor; (ii) registered Trademarks and pending applications therefor, and unregistered Trademarks that are material to the operation of the Business (including social media accounts and handles); (iii) registered Copyrights and pending applications therefor; and (iv) Domain Names, including for each item listed, as applicable, the owner (or, in the case of Domain Names, the registrant, either directly or by proxy), the jurisdiction, the application/serial number, the registration number, the filing date, and the issuance/registration date. Each Seller or a Seller Party (in connection with the Business) is the owner of all rights, title, and interests in and to each of the items set forth on Schedule 3.15(a) free and clear of any Encumbrances other than Permitted Encumbrances, and all items contained on Schedule 3.15(a) list any Seller or a Seller Party (in connection with the Business) as the record owner (or, in the case of Domain Names, the registrant). All of the foregoing registered Owned Intellectual Property is valid, subsisting, and enforceable and has not been canceled, expired, or abandoned. The validity, enforceability, scope of, and any Seller's or Seller Affiliates' title to, any Owned Intellectual Property is not (i) subject to any currently outstanding ruling or Order by a Governmental Authority, or (ii) currently being challenged in any litigation, *inter partes* review, interference, reexamination, cancellation, opposition, or other Proceeding, pending or threatened in writing, to which any Seller or a Seller Affiliate is a party.

(b) Except as set forth on Schedule 3.15(b), each Seller or a Seller Affiliate.(in connection with the Business), as applicable, (i) solely and exclusively owns all right, title and interest, free

and clear of all Encumbrances, other than Permitted Encumbrances, in all Owned Intellectual Property and (ii) is licensed to, or otherwise has the valid and enforceable right to use, all Intellectual Property necessary for the conduct of the Business as presently conducted that is not Owned Intellectual Property. Buyer and its Affiliates will own, license, or have the right to use such Intellectual Property immediately following the Closing to the same extent as Sellers and Seller Affiliates had prior to the Closing.

(c) No Seller nor any Seller Affiliate in connection with the Business, nor the operation of the Business, is currently infringing, misappropriating, diluting, or violating, or has, since the Lookback Date infringed upon, misappropriated, diluted, or violated, any Intellectual Property of any other Person. Except as set forth on Schedule 3.15(c), since the Lookback Date, no Seller nor any Seller Party has received any written claim (or notice of any related action) in connection with the Business, or any Owned Intellectual Property, alleging infringement, misappropriation, or other violation any Intellectual Property of any Person.

(d) Except as set forth on Schedule 3.15(d), (i) to the Knowledge of Sellers, no Person is currently infringing, misappropriating, diluting or otherwise violating, or has since the Lookback Date infringed upon, misappropriated, diluted, or violated, any Owned Intellectual Property, and (ii) no Seller nor any Seller Party has since the Lookback Date made any claims with respect to infringement, misappropriation, or violation of any Owned Intellectual Property against any Person.

(e) Each Seller and all Seller Affiliates have taken and maintained and currently maintain commercially reasonable steps in accordance with procedures customarily used in Sellers' industry to protect and maintain the confidentiality of all Trade Secrets included in the Owned Intellectual Property or otherwise disclosed to, owned, or possessed by them in connection with the Business. Such Trade Secrets have not been used by or disclosed to any Person except pursuant to a valid and enforceable non-disclosure agreement or other legally binding confidentiality obligation and, to the Knowledge of Sellers, there has not been any breach by any such Person of any such agreement or obligation. To the Knowledge of Sellers, during the past two (2) years from the date hereof, no Person has asserted, and no such Person has, any right, title, interest or other claim in, or the right to receive any royalties or other consideration with respect to, any material Owned Intellectual Property.

(f) To the extent that any material Owned Intellectual Property was developed or created by an employee or any consultant, contractor, or other Person for or on behalf of any Seller or any Seller Affiliate, then the applicable Seller or the applicable Seller Affiliate has entered into a valid and enforceable agreement with such Person assigning all of such Person's rights in and to such Owned Intellectual Property to the applicable Seller or the applicable Seller Party, or ownership of such Owned Intellectual Property vested in the applicable Seller or the applicable Seller Party by operation of law.

(g) Other than the Intellectual Property included in the Purchased Assets, each Seller and each Seller Affiliate does not own or purport to own any Intellectual Property exclusively used or held for use in or exclusively related to the Business. The Owned Intellectual Property together with the Intellectual Property licensed to Buyer pursuant to the Transition Services Agreement, except for the Intellectual Property licensed pursuant to the RCAB Agreement, constitute all of the Intellectual Property used in or necessary for, and is sufficient for, the conduct of the Business as presently conducted and as contemplated to be conducted immediately following the Closing.

(h) Each Seller or a Seller Affiliate lawfully owns, leases, or licenses all Transferred Information Technology Systems and such Transferred Information Technology Systems together with the Information Technology Systems provided under the Transition Services Agreement are reasonably sufficient for the immediate and anticipated needs of the Business, including as to capacity, scalability, and ability to Process current and anticipated peak volumes in a timely manner. Buyer or its designated

Affiliates will have the same rights to the Transferred Information Technology Systems immediately after the Closing as Seller did prior to the Closing. To the Knowledge of Sellers, the Seller Information Technology Systems do not contain any viruses or other Malicious Code that could (i) significantly disrupt or adversely affect the functionality or integrity of any Seller Information Technology Systems, or (ii) enable or assist any Person to access without authorization any Seller Information Technology Systems or to maliciously disable, maliciously encrypt, or erase any Software, hardware, or data. Since the Lookback Date, there has been no failure or other substandard performance of any Seller Information Technology Systems that has caused a material disruption to any Seller (in connection with the Business) or to the Business, which has not been remediated in all material respects. Each Seller maintains and all Seller Parties maintain commercially reasonable backup and data recovery, disaster recovery, and business continuity plans, procedures, and facilities with respect to the Seller Information Technology Systems, and test such plans and procedures on a regular basis, and such plans and procedures have been proven effective in all material respects upon such testing. No Seller is in breach of any of their Contracts relating to Transferred Information Technology Systems. Since the Lookback Date, no Seller has been subjected to an audit of any kind in connection with any Contract pursuant to which they use any third-party Transferred Information Technology Systems, nor has any Seller received any notice of intent to conduct any such audit.

(i) The Owned Intellectual Property does not include any proprietary Software or other Software created by or for any Seller or any Seller Affiliate.

3.16 Contracts.

(a) Schedule 3.16(a) sets forth an accurate and complete list (including a description of any oral Contract) of each of the following Contracts to which each Seller or any Seller Party is a party or is bound and that exclusively relates to or is otherwise material to the ownership and operation of the Business or the Purchased Assets (collectively, the "**Material Contracts**"):

(i) all Material Payor Agreements;

(ii) all employment agreements involving annual aggregate consideration in excess of $250,000**,** and each employee agreement involving annual aggregate consideration in excess of $250,000 that is not listed on Schedule 3.21(a)**,** excluding in both cases any offer letter in the ordinary course of business following a standard form that has been provided to Buyer which does not contain severance entitlements and can be terminated for convenience (each, a "**Standard Offer Letter**");

(iii) all independent contractor or consulting agreements with any Physician or Practitioner involving annual aggregate consideration in excess of $150,000;

(iv) all Contracts pursuant to which any SMG Entity employs or otherwise engages, directly or indirectly, any SMG Clinician at the Facilities;

(v) any collective bargaining agreement or other Contract with any Union;

(vi) all Contracts with any Referral Source;

(vii) all Intellectual Property Contracts (other than Contracts for Standard Software with aggregate annual consideration, including license, maintenance, support and other fees, not in excess of $150,000 per vendor);

(viii) all Affiliate Leases;

(ix) all Third-Party Leases;

(x) all Tenant Leases; and

(xi) except as otherwise disclosed on Schedule 3.16(a), all Contracts involving aggregate annual consideration in excess of $500,000.

(b) Each Assumed Contract is valid and binding on each Seller and each Seller Party, as applicable, in accordance with its terms and is in full force and effect in all material respects. Except for applicable Cure Costs, each Seller and each Seller Party has properly paid all amounts owed by Sellers or any Seller Party that are due, as applicable, and otherwise performed all material obligations required to be performed by Sellers or a Seller Party under each Assumed Contract, and Sellers have not received any written notice of termination, cancellation, material breach or material default under any Assumed Contract. To the Knowledge of Sellers, except for applicable Cure Costs, no event has occurred that, with the passage of time or the giving of notice or both, would result in a material default, breach or event of non-compliance by any Seller under any Assumed Contract, or result in the termination thereof, or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder, except as set forth on Schedule 3.16(b). To the Knowledge of Sellers, no other party to any Assumed Contract is in material breach thereof or material default thereunder. A true, correct and complete copy of each written Material Contract and an accurate written description setting forth the terms and conditions of each oral Material Contract has been delivered to Buyer. Except as set forth on Schedule 3.16(b), the Material Contracts are the only Contracts material to the Business or any Facility.

3.17 Inventory. All of the Inventory existing on the date hereof will exist immediately on the Closing Date, except for Inventory exhausted or added in the ordinary course of business between the date hereof and the Closing Date. Except to the extent of reserves reflected in the Reference Balance Sheet, all of the Inventory on hand consists of items of a quality usable or saleable in the ordinary course of business, except as would not reasonably be expected to have a Material Adverse Effect.

3.18 Owned and Leased Real Property.

(a) Schedule 3.18(a) sets forth an accurate and complete list of each Facility, including the name, physical address and brief description of each Facility, and the correct legal name of the lessor of such Facility.

(b) Schedule 3.18(b) sets forth an accurate and complete list of all real property and interests in real property owned in fee by the applicable Seller. The applicable Seller has good and marketable fee simple title to the Owned Real Property, free and clear of all Encumbrances, except for Permitted Encumbrances.

(c) Schedule 3.18(c) sets forth an accurate and complete list of the physical addresses of all of the Leased Real Property and identifies each Tenant Lease under which such Leased Real Property is occupied or used by each Seller, as tenant or subtenant, including the date of and legal name of each of the parties to such Tenant Lease, any security deposit or letter of credit of each Seller held under such Tenant Lease, any Approval required to assign such Tenant Lease to Buyer and any Seller Guarantees provided in connection with each Tenant Lease. Except as set forth on Schedule 3.18(b), with respect to such Leased Real Property: (i) the applicable Tenant Lease is legal, valid, binding and in full force and effect; assuming the due execution of such Tenant Lease by the counterparty; (ii) the assignment of such Tenant Lease will not require the consent of any other party to such Tenant Lease, will not result in a breach

of or default under such Tenant Lease, and will not otherwise cause such Tenant Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Effective Time; (iii) there are no ongoing material disputes with respect to such Tenant Lease; (iv) none of any Seller, any Seller Party or to the Knowledge of Sellers, any other party to such Tenant Lease is in material breach or default under such Tenant Lease, and no event has occurred or circumstance exists that, with the delivery of notice, the passage of time or both, would constitute such a material breach or default, or permit the termination, modification or acceleration of rent under such Tenant Lease; (v) no security deposit or letter of credit or portion thereof deposited with respect to such Tenant Lease has been applied in respect of a breach or default under such Tenant Lease that has not been re-deposited in full; and (vi) there are no Encumbrances on the estate or interest created by such Tenant Lease other than Permitted Encumbrances. Sellers hold, and at the Closing Sellers will assign to Buyer or to Buyer's designated Affiliate, valid leasehold title to all of the Leased Real Property (other than the Leased Real Property for any Leases which are Excluded Assets), free and clear of all Encumbrances other than Permitted Encumbrances.

(d) Schedule 3.18(d) sets forth an accurate and complete list and rent roll of all existing Third-Party Leases and Affiliate Leases, including the following information with respect to each: (i) the physical address and premises covered; (ii) the effective date and any amendments thereto; (iii) the legal name of the landlord and the tenant, licensee or occupant; (iv) its term; (v) the rents and other charges payable thereunder; (vi) the rents or other charges in arrears or prepaid thereunder, if any, and the period for which any such rents and other charges are in arrears or have been prepaid; and (vii) the nature and amount of the security deposits or letters of credit currently held by any Seller or any Seller Party pursuant to a Third-Party Lease or Affiliate Lease.

(e) Except as set forth on Schedule 3.18(e), with respect to each Third-Party Lease: (i) such Third-Party Lease is legal, valid, binding and in full force and effect; assuming the due execution of such lease by the counterparty; (ii) the execution, delivery and performance by any Seller of this Agreement, and the consummation of the Contemplated Transactions, do not or shall not (as the case may be) require the consent of any other party to such Third-Party Lease, will not result in a breach of or default under such Third-Party Lease, and will not otherwise cause such Third-Party Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; (iii) there are no ongoing disputes with respect to such Third-Party Lease; (iv) no Seller nor, to the Knowledge of Sellers, any other party to such Third-Party Lease is in material breach or default under such Third-Party Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a material breach or default, or permit the termination, modification or acceleration of rent under such Third-Party Lease; (v) no security deposit or letter of credit or portion thereof deposited with respect to such Third-Party Lease has been applied in respect of a breach or default under such Third-Party Lease that has not been re-deposited in full; and (vi) as of Closing, there will be no Encumbrances on the estate or interest created by such Third-Party Lease other than Permitted Encumbrances.

(f) Except as set forth on Schedule 3.18(f), with respect to each Affiliate Lease: (i) such Affiliate Lease is legal, valid, binding and in full force and effect; assuming the due execution of such lease by the counterparty; (ii) the execution, delivery and performance by any Seller of this Agreement, and the consummation of the Contemplated Transactions, do not or shall not (as the case may be) require the consent of any other party to such Affiliate Lease, will not result in a breach of or default under such Affiliate Lease, and will not otherwise cause such Affiliate Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; (iii) there are no ongoing disputes with respect to such Affiliate Lease; (iv) no Seller nor any other party to such Affiliate Lease is in breach or default under such Affiliate Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Affiliate Lease; (v) no security deposit or letter of credit or portion thereof deposited with respect to such Affiliate Lease has been applied in respect of a

breach or default under such Affiliate Lease that has not been re-deposited in full; and (vi) as of Closing, there will be no Encumbrances on the estate or interest created by such Affiliate Lease other than Permitted Encumbrances.

(g) Sellers have made available to Buyer accurate and complete copies of the Tenant Leases, the Third-Party Leases, and the Affiliate Leases, in each case, as amended or otherwise modified and in effect, together with all extension notices and other material and available correspondence, notices or memoranda of lease, and subordination, non-disturbance and attornment agreements related thereto.

(h) No Seller has received written notice from any Governmental Authority of, and to the Knowledge of Sellers, there is not: (i) any pending or threatened, condemnation Proceedings affecting the Owned Real Property or the Leased Real Property or any part thereof; (ii) any violation of any Laws (including zoning and land use ordinances, building codes and similar requirements) with respect to the Owned Real Property or the Leased Real Property or any part thereof, which have not heretofore been cured; or (iii) any pending or threatened, injunction, decree, Order, writ or judgment outstanding, nor any claims, litigation, administrative actions or similar Proceedings against any Seller, any Seller Party, or any Owned Real Property or Leased Real Property relating to the ownership, lease, use or occupancy of such Owned Real Property or Leased Real Property or any portion thereof.

(i) Except as set forth on Schedule 3.18(i), as of the Closing Date, there will be no incomplete construction projects affecting the Owned Real Property or Leased Real Property. Except for the Cure Costs, all completed construction projects and other work affecting the Owned Real Property or Leased Real Property will be fully paid for, and there shall be no mechanics' liens or similar liens or claims which have been filed for such work, labor or material (and no rights outstanding that under applicable Law could give rise to such liens).

(j) To the Knowledge of Sellers, there is no pending or contemplated special assessment or reassessment of any parcel included in the Leased Real Property that would result in a material increase in the real property Taxes or in the rent, additional rent or other sums and charges payable by Seller or any Seller Party under the Tenant Leases.

(k) No brokerage or leasing commissions or other compensation are due or payable by any Seller or any Seller Party to any Person, firm, corporation or other entity with respect to, or on account of, any Tenant Lease, any Third-Party Lease or any extensions or renewals thereof.

(l) Except as set forth on Schedule 3.18(l), Sellers have not received any written notice that the improvements which are a part of the Leased Real Property, as designed and constructed, do not comply with all Laws applicable thereto, including the Americans with Disabilities Act, as amended, and Section 504 of the Rehabilitation Act of 1973.

(m) The existing water, sewer, gas and electricity lines, storm sewer and other utility systems on the Owned Real Property and the Leased Real Property are adequate to serve the utility needs of the Owned Real Property and the Leased Real Property and the Business as currently operated.

(n) Except for the Cure Costs, no Seller is in default of its obligations or liabilities under any easement, covenant, condition or Encumbrance affecting the Leased Real Property or Owned Real Property, and each Seller has otherwise complied in all material respects with Seller's obligations under each such agreement, including, without limitation, the payment as of the Closing Date of any amounts due and payable thereunder, and to Knowledge of Sellers, none of the other parties to such agreements are in default thereunder.

(o) Except for the Cure Costs, no Seller is in default of its obligations or liabilities under any easement, covenant, condition or Encumbrance affecting the Leased Real Property or Owned Real Property, and each Seller has otherwise complied in all material respects with Seller's obligations under each such agreement, including, without limitation, the payment as of the Closing Date of any amounts due and payable thereunder, and to Knowledge of Sellers, none of the other parties to such agreements are in default thereunder.

(p) The Owned Real Property and the Leased Real Property comprises all of the real property utilized by each Seller in connection with the Business.

3.19 Insurance. Schedule 3.19 sets forth an accurate and complete list of all insurance policies or self-insurance funds maintained by each Seller as of the Execution Date covering the Business or the Purchased Assets (collectively, the "**Insurance Policies**"), indicating with respect to each such policy or fund, the type of insurance, policy number, remaining term, identity of the insurer and whether such policies are on an occurrence or claims made basis. All premiums due on the Insurance Policies have either been paid or, if due and payable on or prior to the Closing Date, will be paid prior to the Closing Date in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based Liability on the part of any Seller (except with respect to workers' compensation policies). All of the Insurance Policies are in full force and effect and have not been subject to any lapse in coverage. There are no claims pending under any of the Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. No Seller has (i) received any written notice from any insurer canceling or materially amending any of the Insurance Policies, and, to the Knowledge of Sellers, no such cancellation or amendment is threatened, (ii) received any written notice from any insurer alleging any Seller's material breach of any of the Insurance Policies, or (iii) failed to present any material claim which is still outstanding to the carrier of any of the Insurance Policies.

3.20 Employee Benefit Plans.

(a) Schedule 3.20(a) contains a true and complete list of each material Plan as of the Execution Date (such schedule to include an asterisk next to the plan name of any Plan that benefits a Seller Employee). The term "**Plan**" means any of the following agreements, plans or other Contracts: (i) employee benefit plans within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and (whether or not subject to ERISA) (ii) any employment, consulting, severance, termination or similar Contract and any other employee benefit plan, program, policy, or arrangement providing for compensation, bonuses, benefits, commission, profit-sharing, stock option or other stock- or equity-linked benefits or rights, incentive, Deferred Compensation Plans, vacation or paid-time-off benefits, insurance (including any self-insured arrangements), death, life, dental, vision, health or medical benefits, employee assistance, disability or sick leave benefits, workers' compensation, supplemental unemployment benefits, retention, transaction, change of control payments, savings, pension, retirement, post-employment or retirement benefits or other employee compensation plan, program, policy, agreement, program, arrangement or commitment, in each case, whether written or unwritten, formal or informal, which any Seller or any other entity aggregated with any Seller under Section 414 of the Code (such aggregated entities referred to as the "**ERISA Controlled Group**") currently sponsors or maintains, contributes to or is required to contribute to, has sponsored, maintained, or contributed to since the Lookback Date, or to which any Seller or any member of the ERISA Controlled Group has, or could reasonably be expected to have, any outstanding present or future obligations, contingent or otherwise.

(b) With respect to each Plan that is an Assumed Contract, each Seller has provided an accurate and complete copy of the following documents to Buyer: (i) the current plan document or a summary of the material terms thereof; (ii) the most recent Form 5500 annual report with accompanying

schedules and attachments filed with the IRS, and (iii) the most recently received determination or opinion letter, if any, issued by the IRS for each Plan that is intended to be Tax-qualified under Section 401(a) of the Code.

(c) Except as set forth on Schedule 3.20(c), no Plan is (i) a "multiemployer plan" (as defined in Sections 4001(a)(3) or 3(37)(A) of ERISA); (ii) subject to Title IV of ERISA; (iii) a "church plan" within the meaning of Section 3(33) of ERISA; (iv) a "multiple employer plan" (as defined in Section 413(c) of the Code) or a multiple employer welfare plan (as defined in Section 3(40) of ERISA); (v) a welfare plan within the meaning of Section 3(1) of ERISA, except a fully insured welfare plan; or (vi) provides for post-employment health benefits, except as required by COBRA or similar state Law and at no cost to the Sellers or any member of the ERISA Controlled Group.

(d) Except as set forth on Schedule 3.20(d), with respect to each Plan that is or has been maintained or contributed to by any Seller or a member of the ERISA Controlled Group that is a pension plan subject to Title IV of ERISA, Section 302 of ERISA and/or Section 412 of the Code:

(i) all premiums due the Pension Benefit Guaranty Corporation have been paid;

(ii) no Seller, its Affiliates or any member of the ERISA Controlled Group has filed a notice of intent to terminate such plan or adopted any amendment to treat such plan as terminated;

(iii) the Pension Benefit Guaranty Corporation has not instituted, or threatened any Seller that it will institute, Proceedings to treat such plan as terminated;

(iv) no event has occurred or circumstance exists that may constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, such plan; and

(v) there have not been a "reportable event" (as defined in Section 4043 of ERISA) that would require the giving of notice or any event requiring disclosure under Section 4041(c)(3)(C) or 4063(a) of ERISA.

(e) Except as set forth on Schedule 3.20(e), no Seller nor any member of the ERISA Controlled Group:

(i) is, or is likely to be, subject to (A) any requirement to post security pursuant to Section 412(c)(4) of the Code or (B) any lien pursuant to Section 430(k) of the Code

(ii) has terminated any pension plan subject to Title IV of ERISA, Section 302 of ERISA and/or Section 412 of the Code within the last five (5) years or incurred any outstanding Liability under Sections 4042, 4062 or 4069 of ERISA; and

(iii) has engaged in any transaction described in Sections 4069 or 4212(c) of ERISA or is a successor or parent corporation, within the meaning of Section 4069(b) of ERISA, with an entity that has engaged in such a transaction.

(f) There are no material Proceedings pending or, to the Knowledge of Sellers, threatened, against any Seller or any member of the ERISA Controlled Group with respect to any Plan that would reasonably be expected to result in material Liability to the Business, other than routine claims for

benefits in the ordinary course of business. Each Plan that is an Assumed Contract has been operated and administered in compliance in all material respects with its terms and all applicable Laws, including ERISA and the Code. Except as set forth on Schedule 3.20(f), neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions, either alone or in combination with another event (whether contingent or otherwise) will (i) entitle any Seller Employee or any other current or former service provider of the Business, to any material payment or benefit; (ii) materially increase the amount or value of any payment, compensation or benefits due to any Seller Employee or any other current or former service provider of the Business; or (iii) accelerate the vesting, funding or time of payment or delivery of any material compensation, equity award or other material payment or benefit to any Seller Employee or any other current or former service provider of the Business; or (iv) result in any "parachute payment" within the meaning of Section 280G of the Code or any similar foreign, state or local Laws to any Seller Employee or any other current or former service provider of the Business or an "excess parachute payment" within the meaning of Section 4960 of the Code. No Seller Employee or other current or former service provider of the Business is entitled to receive any additional payment (including any Tax gross-up or other payment) from the Facilities as a result of the imposition of the excise Taxes required by section 4999 of the Code or any Taxes required by section 409A of the Code.

(g) Each Plan that is an Assumed Contract which is a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code has a plan document that satisfies the requirements thereof and has been operated and administered in compliance in all material respects with Section 409A of the Code and any proposed and final guidance under Section 409A of the Code and is a "short-term deferral" within the meaning of Section 457(f) of the Code.

(h) No Plan that is an Assumed Contract is subject to any Laws other than those of the U.S. or any state, county or municipality in the U.S.

(i) Each Plan that is an Assumed Contract may be terminated as of the Closing, or before or after the Closing, without resulting in any Liability for any additional funding, contributions, penalties, premiums, fees, fines, excise Taxes, or any other charges or liabilities (other than normal costs of administering a plan termination).

(j) No Seller nor any Seller Party (in connection with the Business) has any Liability with regard to Section 4958 and 4960 and to the extent that any Seller Employee or any other current or former service provider of the Business is a "disqualified person" for purposes of Section 4958, the safe harbor described in Treasury Regulation section 53.4958-6 has been satisfied.

3.21 Employee Matters.

(a) Schedule 3.21(a) sets forth an accurate and complete list of all (i) Seller Employees and (ii) individual independent contractors of each Seller and each Seller Affiliate who work at the Facilities and/or provide services to the Business, in each case as of the date hereof, including (as applicable) their names, salary, wage or other compensation rates, target annual commission, bonus or other incentive-based compensation, accrued and unused Paid Time Off, recognized date of hire, job title, status as part-time or full-time, status as employee or independent contractor, name of employer or engaging entity, work location, and whether such Seller Employees or independent contractors are active or on a leave of absence (and, if so, the type of leave and anticipated return date). Currently and since the Lookback Date, Sellers have properly complied in all material respects with all Laws relating to the classification of individuals providing services to any Seller and any Seller Party (in connection with the Business) as consultants or independent contractors or employees and with respect to all Laws relating to the classification of employees as exempt or non-exempt from the application of state and federal wage and hour Laws for all

purposes, as the case may be, and have properly reported all compensation paid to such service providers for all purposes and no Proceeding has been initiated or, to the Knowledge of Sellers, threatened against any Seller with respect to any of the foregoing. Except as set forth on Schedule 3.16(a) and excluding Standard Offer Letters and consulting or independent contractor agreements that can be terminated for convenience, no Seller is a party to any oral or written (i) employment agreement (including severance or change of control agreements), (ii) consulting agreement, or (iii) independent contractor agreement with any Person, in each case that provides for annual compensation that is expected to exceed $100,000. No (i) Seller Employee or other service provider of any Seller or any Seller Party who is of the director level or above or (ii) group of Seller Employees has informed any Seller or any Seller Party of any plan to terminate employment with or services for any Seller or any Seller Party or the Business, and to the Knowledge of Sellers, no such Person has any plans to terminate employment with or services for any Seller or any Seller Party or the Business.

(b) Sellers and the Seller Parties (in connection with the Business), as applicable, are not, and since the Lookback Date have not been, in each case in any material respect, delinquent in payments to, nor have failed to pay, any current or former employee of any Seller or the Seller Parties who provides or provided services to the Business for any wages, salaries, commissions, bonuses or other direct compensation for any services performed for any of them or any other amounts required to be reimbursed to such employee (including overtime wages, Paid Time Off, and other benefits) or in the payment to the appropriate Governmental Authority of all required Taxes, insurance, Social Security and withholding thereon. As of the Effective Time, no Sellers nor any Seller Party (in connection with the Business), as applicable, will have any material Liability to any current or former employee of any Seller or any Seller Party who provides or provided services to the Business or to any Governmental Authority.

(c) Except as set forth on Schedule 3.21(c): (i) there is no pending or, to the Knowledge of Sellers, threatened labor disruptions or activities (including any work slowdown, lockout, handbilling, employee strike, or work stoppage) at any of the Facilities, and none has occurred since the Lookback Date; (ii) to the Knowledge of Sellers, no union representation question exists respecting the Seller Employees; (iii) no demand has been made for recognition by a Union by or with respect to any Seller Employees, (iv) no union organizing activities by or with respect to any Seller Employees are taking place or, to the Knowledge of Sellers, threatened, and there have been no such activities since the Lookback Date, (v) none of the Seller Employees is represented by any Union; (vi) no collective bargaining agreement exists, has existed or is currently being negotiated by any Seller or any Seller Party (in connection with the Business) covering or with respect to the Seller Employees, any Facility or the Business; (vii) each Seller and each of the Seller Parties (in connection with the Business) have not since the Lookback Date and are not engaged in any unfair labor practice and there is no material unfair labor practice charge or complaint against any Seller currently pending before the National Labor Relations Board or similar Governmental Authority or, to the Knowledge of Sellers, threatened, against or involving the Business or the Facilities; (viii) there is no material grievance or related arbitration proceeding pending or, to the Knowledge of Sellers, threatened against any Seller or any Seller Party (in connection with the Business); (ix) with respect to the Business, Sellers and any Seller Party are, and since the Lookback Date have been, in material compliance with all Laws and Contracts to which any Seller or any such Seller Party is a party respecting employment and employment practices, labor relations, terms and conditions of employment, including wages and hours and the classification and compensation of employees and independent contractors; and (x) there are no, and since the Lookback Date there have been no, material pending or, to the Knowledge of Sellers, threatened, Proceedings against any Seller or any Seller Party related to the Business or any of the Facilities by or before any Governmental Authority regarding any employment-related matters, including employment discrimination, safety or other employment-related charges or complaints, wage and hour claims, unemployment compensation claims or workers' compensation claims.

(d) No notice, consent or consultation obligations with respect to any Seller Employees, or any Union representing Seller Employees, will be a condition precedent to, or triggered by, the execution of this Agreement or the consummation of the transactions contemplated hereby.

(e) To the Knowledge of Sellers, no current or former employee or independent contractor of the Business is in any material respect in violation of any term of any employment agreement, non-disclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, non-solicitation agreement, restrictive covenant or other obligation; (i) owed to any Seller or any Seller Party or (ii) owed to any third party with respect to such Person's right to be employed or engaged by the Buyer or its Affiliate.

(f) Sellers and the Seller Parties (in connection with the Business) are, and since the Lookback Date have been, in compliance in all material respects with the terms and provisions of the Immigration Act. Sellers have obtained and retained a complete and accurate copy of each Seller Employee's Form I-9 (Employment Eligibility Verification Form) and all other records or documents required to be prepared, procured or retained pursuant to the Immigration Act. No Seller has been cited, fined, served with a Notice of Intent to Fine or with a Cease and Desist Order (as such terms are defined in the Immigration Act) in any material respect at any of the Facilities, nor has any Proceeding been initiated or, to the Knowledge of Sellers, threatened against any Seller in connection with the Business, by reason of any actual or alleged failure to comply with the Immigration Act.

(g) No Physician or other provider providing services to the Business, or executive or key Seller Employee or any Seller Party (in connection with the Business) (i) is employed under a non-immigrant work visa or other work authorization that is limited in duration or (ii) has been the subject of any sexual or other type of discrimination, harassment, or misconduct allegations during his or her tenure with any Seller or any Seller Party, which allegations were brought to the attention of the human-resources or management employees of such Seller or such Seller Party.

(h) Sellers are and each Seller Party is, and since the Lookback Date, have been, in compliance with the WARN Act in all material respects.

3.22 Litigation. Except as set forth on Schedule 3.22, there is no Proceeding or Order pending or, to the Knowledge of Sellers, threatened against any Seller, any Seller Employee or any Practitioner with respect to the Business or the Purchased Assets, in which an adverse determination would reasonably be expected to have a Material Adverse Effect.

3.23 Taxes. Except as set forth on Schedule 3.23:

(a) Each Seller and each Seller Affiliate have timely filed all material Tax Returns with respect to the Business, the Facilities, and the Purchased Assets (all of which are true, complete and correct in all material respects) with the appropriate Governmental Authority (taking into account extensions of time properly obtained). All material amounts of Taxes due and owing by each Seller and any Seller Affiliate (whether or not shown on any Tax Return) (in each case, with respect to the Business, the Facilities, and the Purchased Assets) have been timely paid in full in the manner required by applicable Law, except to the extent restricted or permitted by applicable bankruptcy Law. No Seller nor any Seller Affiliate has agreed to, been granted, or is subject to any waiver or extension of any statute of limitations in respect of Taxes relating to the Business, the Facilities, or the Purchased Assets and no such waiver or extension has been requested in writing by any Governmental Authority, in each case, that is currently in effect. No Seller nor any Seller Affiliate is currently the beneficiary of any extension of time within which to file any Tax Return relating to the Business, the Facilities, or the Purchased Assets.

(b) Each Seller and any Seller Affiliate has withheld and timely paid to the appropriate Governmental Authority all material amounts of Taxes relating to the Purchased Assets, the Facilities, or the Business, required to have been withheld and paid in connection with amounts paid or owing to any Seller Employee, independent contractor, creditor, stockholder, or other third party, and all reporting and recordkeeping requirements related thereto have been complied with in all material respects.

(c) There are no Tax Encumbrances (other than Permitted Encumbrances) on any of the Purchased Assets, the Facilities, or the Business.

(d) No deficiencies for Taxes relating to the Purchased Assets, the Facilities or the Business have been claimed, proposed or assessed by any Governmental Authority which may attach to the Purchased Assets, the Facilities, or the Business. There are no pending or, to the Knowledge of Sellers, Proceedings threatened in writing, in each case, for or relating to any Liability in respect of Taxes relating to the Purchased Assets, the Facilities or the Business which may attach to the Purchased Assets, the Facilities, or the Business.

(e) No Seller nor any Seller Affiliate is a party to any Tax allocation or sharing agreement relating to the Purchased Assets, the Facilities, or the Business, in each case except for (i) any such agreements that will not be binding on Buyer or Buyer's designated Affiliates or obligate or restrict Buyer or Buyer's designated Affiliates in any manner or give rise to any Liability for Buyer or Buyer's designated Affiliates after the Closing or (ii) any such agreement the primary purpose of which is not related to Taxes and which was entered into in the ordinary course of business.

(f) There is no Contract relating to the Purchased Assets, the Facilities or the Business to which any Seller or any Seller Affiliate is a party that requires any Seller or any Seller Party to pay a Tax gross-up or reimbursement payment to any Person, except for (i) any such Contracts that will not be binding on Buyer or Buyer's designated Affiliates or obligate or restrict Buyer or Buyer's designated Affiliates in any manner or give rise to any Liability for Buyer or Buyer's designated Affiliates after the Closing or (ii) any such Contract the primary purpose of which is not related to Taxes and which was entered into in the ordinary course of business.

(g) No Seller nor any Seller Affiliate has entered into any "listed transaction" as defined in Treasury Regulation Section 1.6011-4(b)(2).

(h) Each Seller and each Seller Affiliate has (i) timely paid all material amounts of sales and use Taxes relating to the Purchased Assets, the Facilities or the Business required to be paid under all applicable Laws, (ii) properly collected and remitted all material amounts of sales Taxes relating to the Purchased Assets, the Facilities or the Business required under all applicable Laws, and (iii) for all sales relating to the Purchased Assets, the Facilities or the Business that are exempt from sales Taxes and that were made without charging or remitting sales or similar Taxes, received and retained any appropriate Tax exemption certificates and other documentation qualifying such sale as exempt.

(i) No written claim has been made by a Governmental Authority in a jurisdiction where Seller or any Seller Affiliate does not file a specific type of Tax Returns with respect to any Purchased Asset, the Facilities or the Business that any Seller or any Seller Affiliate is or may be subject to taxation in connection with such specific type of Tax Returns or required to file such specific type of Tax Return in that jurisdiction, which claim remains unresolved.

(j) There is no claim, audit, action, suit, proceeding, dispute, examination, assessment or investigation pending, being conducted or claimed against any Seller or any Seller Party by any

Governmental Authority in respect of any Tax or with respect to any Tax Return that Concerns the Business, the Facilities or the Purchased Assets.

(k) No closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings with respect to Taxes or Tax Returns related to the Purchased Assets, the Facilities or the Business have been entered into, issued by, or requested from any Governmental Authority that could reasonably be expected to affect Buyer's Liability for Taxes with respect thereto for any Tax period ending after the Closing Date.

(l) Notwithstanding any other provision of this Agreement to the contrary, the representations and warranties included in Section 3.18, Section 3.20, Section 3.21 and this Section 3.23 shall constitute the sole and exclusive representations and warranties of each Seller relating to Tax matters or compliance with Tax Laws.

3.24 Environmental Matters. Except as set forth on Schedule 3.24:

(a) Each Seller, with respect to the Purchased Assets and the Business, is, and since the Lookback Date, has been in compliance in all material respects with, and the Facilities, Owned Real Property and Leased Real Property (including the Leased Real Property other than the MPT Real Property, to the extent it is operated with respect to the Purchased Assets or the Business) and all improvements on the Owned Real Property and Leased Real Property (including the Leased Real Property other than the MPT Real Property, to the extent it is operated with respect to the Purchased Assets or the Business) are and since the Lookback Date, have been in compliance in all material respects with, all applicable Environmental Laws.

(b) No Seller has received written notice of, and no Proceeding is pending or, to the Knowledge of Sellers, threatened, alleging any violation of or Liability under any Environmental Law with respect to any of the Purchased Assets, the Business, the Facilities, Owned Real Property or Leased Real Property and there are no pending or, to the Knowledge of Sellers, threatened, Proceedings or Orders relating to any violation of or material Liability under any Environmental Law with respect to any of the Purchased Assets, the Business or the Facilities, Owned Real Property or Leased Real Property (including the Leased Real Property other than the MPT Real Property, to the extent it is operated with respect to the Purchased Assets or the Business).

(c) No Seller nor, to the Knowledge of Sellers, any other Person has released any Hazardous Materials on, upon, into, or from the Facilities, Owned Real Property, Leased Real Property, in a manner that would reasonably be expected to result in any Liability or any investigative, remedial or corrective action obligations under Environmental Law.

(d) Each Seller has obtained and is in material compliance with all material Environmental Permits required under any applicable Environmental Law for the use, occupancy or operation of the Facilities, Owned Real Property, or Leased Real Property or with respect to any Purchased Asset. Schedule 3.5 sets forth an accurate and complete list of all such Environmental Permits, including the dates of issuance and expiration dates for each such Environmental Permit. There are no Proceedings pending or, to the Knowledge of Sellers, threatened, the effect of which would reasonably be the revocation, cancellation, suspension or adverse modification of any such Environmental Permit. Except as described in Schedule 3.24(d), the execution, delivery and performance by each Seller of this Agreement and the other Transaction Documents to which it is a party or will become a party, and the consummation by each Seller of the Contemplated Transactions, do not and will not require any Approval of, filing or registration with, or any other action to be taken by, any Governmental Authority in order to effect the transfer of, or otherwise enable Buyer or Buyer's designated Affiliates to use, any Environmental Permit.

(e) To the Knowledge of Sellers, no Facility, Leased Real Property or Owned Real Property contains any underground storage tanks and to the Knowledge of Sellers no Person has used any portion of any Facility, Owned Real Property or Leased Real Property as a dump or landfill.

(f) Sellers have made available to Buyer all material environmental audits, reports, notifications, correspondence, and assessments concerning the Facilities, the Owned Real Property, the Leased Real Property or the Business that are in the possession or under the control of Sellers and that relate to the environmental condition of the Facilities or the Owned Real Property or Leased Real Property or to each Seller's compliance with Environmental Laws with respect to the Purchased Assets or the Business.

(g) To the Knowledge of Sellers, no toxic mold, legionella bacteria, PCBs, lead-based paint, or asbestos-containing materials are present on or in the Facilities, Owned Real Property or Leased Real Property, or the improvements thereto, except in compliance in all material respects with applicable Environmental Laws.

3.25 Absence of Changes. Since the Balance Sheet Date, Sellers have conducted the Business in the ordinary course of business and there has not occurred any change in the operation of the Business or any event or development that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect. Since the Balance Sheet Date, no Seller has taken any action that, if taken after the Execution Date, would constitute a breach of any of the covenants set forth in Section 5.1.

3.26 Brokers and Finders. Except as set forth on Schedule 3.26, there are no claims for brokerage commissions, finders' fees, financial advisors' fees or similar compensation in connection with the Contemplated Transactions based on any Contract to which each Seller or Steward is a party or that is otherwise binding upon Sellers or Steward, and no Person is entitled to any fee or commission or like payment in respect thereof.

3.27 No Other Representations or Warranties.

(a) Except for the representations and warranties expressly set forth in this Section 3 (as modified by the Schedules), no Seller nor any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of any Seller or any Seller Affiliate, including any representation or warranty regarding any Seller or any other Person, any Purchased Assets, any Facility, any Liabilities of any Seller, including any Assumed Liabilities, the Business, any other rights or obligations to be transferred pursuant to the Transaction Documents or any other matter, and each Seller hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of any Seller or any other Person, including any of their respective Representatives. Except for the representations and warranties expressly set forth in this Section 3 (as modified by the Schedules), each Seller hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets, the Facilities and the Business, and (b) disclaims all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to Buyer, any Representatives of Buyer or any of Buyer's Affiliates (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of Sellers), including omissions therefrom. Without limiting the foregoing, no Seller makes any representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to Buyer or any of its Affiliates or any Representatives of Buyer or any of its Affiliates regarding the probable success, profitability or value of the Purchased Assets, the Facilities or the Business. The disclosure of any matter or item in any Schedule or other schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is

required to be disclosed or is material or that such matter would reasonably be expected to result in a Material Adverse Effect.

(b) Except as expressly set forth in Section 3 hereof, the Purchased Assets transferred to Buyer or any of Buyer's designated Affiliates will be sold by each Seller and purchased by Buyer or any of Buyer's designated Affiliates in their physical condition at the Effective Time, "AS IS, WHERE IS AND WITH ALL FAULTS AND NON-COMPLIANCE WITH LAWS" WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, with respect to the Owned Real Property and Leased Real Property, and WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to the physical condition of the Personal Property and Inventory, any and all of which warranties (both express and implied) each Seller hereby disclaims. All of the Owned Real Property, Leased Real Property, Personal Property and Inventory shall be further subject to normal wear and tear and normal and customary use in the ordinary course of business up to the Effective Time. Buyer acknowledges that Buyer has examined, reviewed and inspected all matters which in Buyer's judgment bear upon the Purchased Assets and their value and suitability for Buyer's purposes and, except as affirmatively represented and warranted by each Seller, is relying solely on its own examination, review and inspection of the Purchased Assets and Assumed Liabilities. Except to the extent of any representation made by Sellers herein, Buyer and its designated Affiliates releases Sellers and any Seller Affiliate from all responsibility and Liability regarding the condition, valuation, salability or utility of the Purchased Assets, or their suitability for any purpose whatsoever. Except to the extent of any representation made by Sellers herein, Buyer and its designated Affiliates acknowledges that Sellers and any Seller Affiliate do not make any express or implied representation or warranty as to the accuracy or completeness of any materials provided to Buyer during Buyer's due diligence investigation of the Business and the Purchased Assets, including, without limitation, those materials provided in any virtual data room to which Buyer was granted access by Sellers, and no Seller shall have any Liability to Buyer relating to or arising from any errors therein or omissions therefrom.

3.28 Environmental Insurance Policy. The pollution policy under the Ascot Specialty Insurance as evidenced by the Ascot Insurance Certificate (the "Environmental Policy") premium has been paid in full.

4. REPRESENTATIONS AND WARRANTIES OF BUYER AND BUYER GUARANTOR

Each of Buyer and Buyer Guarantor hereby represents and warrants to Sellers that the statements contained in this Section 4 are true and correct as of the Execution Date and will be true and correct immediately prior to the Closing Date (except in the case of representations and warranties that are made as of a specified date, in which case such representations and warranties will be true and correct as of such specified date).

4.1 Organization; Capacity; Capitalization.

Buyer is a nonprofit corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Massachusetts and Buyer Guarantor is a nonprofit corporation, duly organized, validly existing and in good standing under the Laws of the State of Rhode Island. Each of Buyer and Buyer Guarantor is duly authorized, qualified and in good standing under all applicable Laws of any jurisdictions (foreign and domestic) in which the character or location of the assets owned or leased by it or the nature of the business conducted by it requires such authorization or qualification. Buyer and Buyer Guarantor each has the requisite power and authority to enter into the Transaction Documents to which it is or will become a party, as applicable, and to perform its obligations hereunder and thereunder. The execution and delivery by Buyer and Buyer Guarantor of this Agreement and the other Transaction Documents to which it is a party or will become a party, as applicable, the performance by Buyer and Buyer

Guarantor of its obligations under this Agreement and the other Transaction Documents to which it is a party or will become a party and the consummation by Buyer and Buyer Guarantor of the Contemplated Transactions and the Transaction Documents to which it is a party or will become a party, as applicable, have been, or will be, duly and validly authorized and approved by all necessary action, as applicable, on the part of Buyer and Buyer Guarantor, none of which actions has been modified or rescinded and all of which actions remain in full force and effect.

4.2 Authority; Non-contravention; Binding Agreement.

(a) Except as set forth on Schedule 4.2(a), the execution, delivery and performance by Buyer and Buyer Guarantor of this Agreement and the other Transaction Documents to which it is a party or will become a party, and the consummation by Buyer and Buyer Guarantor of the Contemplated Transactions and their obligations under the Transaction Documents, as applicable:

(i) are within Buyer's and Buyer Guarantor's powers and are not, and will not be, in contravention or violation of the terms of Buyer's and Buyer Guarantor's organizational or governing documents; and

(ii) do not and will not require any Approval of, filing or registration with, the issuance of any Permit by, or any other action to be taken by, any Governmental Authority to be made or sought by Buyer or Buyer Guarantor, excluding filings required under the HSR Act or other Antitrust Law.

(b) This Agreement and the other Transaction Documents to which Buyer or its designated Affiliate, or Buyer Guarantor is or will become a party are and will constitute the valid and legally binding obligations of Buyer and, assuming the due authorization and execution thereof by Sellers, are and will be enforceable against Buyer in accordance with the respective terms hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable Laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

4.3 Litigation. There is no Proceeding or Order pending or, to the Knowledge of Buyer, threatened against or affecting Buyer, Buyer Guarantor or any of their Affiliates or any of their respective properties or rights in which an adverse determination would reasonably be expected to have the effect of preventing, rendering illegal or otherwise delaying the Contemplated Transactions.

4.4 Brokers and Finders. There are no claims for brokerage commissions, finders' fees, financial advisors' fees or similar compensation in connection with the Contemplated Transactions based on any Contract to which Buyer or Buyer Guarantor is a party or that is otherwise binding upon Buyer or Buyer Guarantor, and no Person is entitled to any fee or commission or like payment in respect thereof.

4.5 Financing; Solvency.

(a) Buyer and Buyer Guarantor have, and at the Closing will have, sufficient funds available to pay the Estimated Purchase Price; any other amounts to be paid by Buyer hereunder including, any expenses incurred by Buyer in connection with the Contemplated Transactions, and to perform its obligations under this Agreement and the other Transaction Documents. Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to adequate assurance of future performance under the Assumed Contracts.

(b) Buyer and Buyer Guarantor are not insolvent and will not be rendered insolvent as a result of any of the Contemplated Transactions. For purposes hereof, the term "solvent" means that: (i)

the fair salable value of Buyer's and Buyer Guarantor's tangible assets is in excess of the total amount of its Liabilities (including for purposes of this definition all Liabilities, whether or not reflected on a balance sheet prepared in accordance with GAAP, and whether direct or indirect, fixed or contingent, secured or unsecured, and disputed or undisputed); (ii) Buyer and Buyer Guarantor are able to pay their debts or obligations in the ordinary course as they mature; and (iii) Buyer and Buyer Guarantor have capital sufficient to carry on its businesses and all businesses in which it is about to engage.

4.6 No Other Representations or Warranties. Buyer hereby acknowledges and agrees the only representations and warranties made by Sellers are the representations and warranties expressly set forth in Section 3 (as modified by the Schedules) and in any agreement, instrument, or certificate delivered in connection with this Agreement and Buyer has not relied upon, and will not rely upon, any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of any Seller, any Representatives of any Seller, including, any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through Sellers' bankers, or management presentations, data rooms (electronic or otherwise) or other due diligence information. Except for the specific representations and warranties expressly made by Sellers in Section 3 and in any agreement, instrument, or certificate delivered in connection with this Agreement, and except in the case of Fraud, Buyer specifically disclaims that it is relying upon any other representations or warranties that may have been made by the Sellers or any person on behalf of the Sellers.

5. PRE-CLOSING COVENANTS OF SELLERS AND BUYER

5.1 Access to Premises; Information. From the Execution Date until the Effective Time, to the extent permitted by applicable Law, each Seller shall permit the Buyer, its Affiliates, and their respective Representatives to have reasonable access (at reasonable times and upon reasonable notice) to all officers of any Seller, Seller Affiliates and Seller Employees and to all premises, properties, customers, suppliers, Books and Records, Contracts, financial and operating data and information and documents pertaining to the Purchased Assets and the Facilities and to make copies of such Books and Records, Contracts, data, information and documents to the extent in any Seller's or any Seller Affiliate's possession or control as Buyer or its Affiliates or their respective Representatives may reasonably request. Buyer's and its Affiliates' right of access and inspection shall be made in such a manner as to not unreasonably interfere with the Business. In no event shall Buyer, its Affiliates or any of its or their respective Representatives conduct any invasive environmental investigation at any Leased Real Property or Facility (including any sampling, testing or other intrusive or invasive indoor or outdoor investigation of soil, subsurface strata, surface water, groundwater, sediments or ambient air or anything else at or in connection with any such Leased Real Property or Facility) without the prior written consent of Sellers and MPT, with respect to any MPT Real Property (which consent Sellers and MPT, as applicable, may withhold for any reason or no reason). Notwithstanding anything in this Agreement to the contrary, in no event shall Sellers or the Seller Affiliates be obligated to provide any access or information in violation of any applicable Law or an Order of the Bankruptcy Court.

5.2 Conduct of Business.

(a) Buyer acknowledges that each Seller and Seller Affiliates are operating the Business in the context of the Chapter 11 Cases. From the Execution Date until the Effective Time, except as required by applicable Law, by Order of the Bankruptcy Court or to the extent required in connection with the Chapter 11 Cases, each Seller will use commercially reasonable efforts to:

(i) conduct the Business in the ordinary course of business, except to the extent deviation from ordinary course of business is necessary to comply in all material respects with all applicable Laws or Contracts;

(ii) preserve intact its legal existence and business organization;

(iii) comply in all material respects with all Laws and perform, when due, in all material respects all obligations under Contracts;

(iv) preserve the goodwill and present business relationships (contractual or otherwise) with all customers, service providers, suppliers, resellers, the Seller Employees, licensors, distributors and others having material business relationships with it, in each case with respect to the Business, subject to ordinary course terminations that do not materially and adversely affect the Business; and

(v) maintain the Purchased Assets in present working condition in a manner consistent with historical practices, ordinary wear and tear excepted.

(b) Without limiting the foregoing, and as an extension thereof, except as set forth on Schedule 5.2 or as expressly permitted by any other provision of this Agreement or as required by applicable Law, by Order of the Bankruptcy Court or to the extent required in connection with the Chapter 11 Cases, no Seller will (and will cause each Seller Party not to), with respect to rights that relate solely to the Business, from the Execution Date until the Effective Time, directly or indirectly, do, agree or commit to do, or take any action, or fail or omit to take any action that would result in, any of the following without the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed), except as required by applicable Law:

(i) sell, lease, license, assign, convey, distribute, fail to maintain, abandon, permit to lapse or otherwise transfer or dispose of any of the Purchased Assets (including any Owned Intellectual Property), except (A) dispositions of Inventory in the ordinary course of business and (B) with respect to Owned Intellectual Property, the granting of licenses solely on a non-exclusive basis in the ordinary course of business consistent with past practice;

(ii) distribute any assets, other than Excluded Assets, to any Seller Affiliate;

(iii) make necessary expenditures in the ordinary course from designated capital needs fund of more than $100,000 per expenditure without providing advanced notice to Buyer of such expenditure or make individual capital expenditures (or a series of related capital expenditures) that are outside the ordinary course in excess of $100,000 individually or $500,000 in the aggregate if such capital expenditures are not included in each Seller's annual operating or capital budgets that have been provided to Buyer;

(iv) add or discontinue the provision of any material clinical service by the Business, or open a new location for the provision of any material clinical service, or close the location at which any such material clinical service is currently provided;

(v) create, incur, assume, guarantee, or otherwise become liable for any Liability or obligation, other than any Excluded Liability, except in the ordinary course of business consistent with past practices in excess of $100,000, or agree to do any of the foregoing;

(vi) disclose any of its material Trade Secrets to any other Person other than pursuant to a confidentiality agreement in the ordinary course of business;

(vii) mortgage, pledge or subject to any Encumbrance any portion of the Purchased Assets, other than (A) Permitted Encumbrances, (B) Encumbrances to be terminated at or prior to the Closing, or (C) Encumbrances arising in the ordinary course of business consistent with past practices that would not materially impair the use or value of the Purchased Asset to which such Encumbrance applies and except to the extent constituting Specified Debt;

(viii) enter into, amend, modify, accelerate or terminate, as applicable, any material Assumed Contract, Approval or Permit issued by a Governmental Authority (except in the ordinary course of business) or any Tenant Lease or Third-Party Lease requiring rental and other payments in excess of Seventy-Five Thousand Dollars ($75,000) annually as averaged over the term thereof;

(ix) enter into any affiliation with a third-party health care provider;

(x) waive, release, assign, settle or compromise any material rights or claims, or any material litigation or arbitration solely related to the Business or the Purchased Assets, except in each case any such matter involving solely monetary damages not in excess of $100,000;

(xi) (A) increase the compensation or benefits payable or to become payable to any Physician or other Referral Source of any Seller, any Seller Employee, or any other service provider of the Business (other than an increase in benefits or compensation required by Law, required pursuant to the terms of any Plan, any Collective Bargaining Agreement, or in the ordinary course of business, so long as such increase has been disclosed as of the Execution Date to Buyer on a Schedule to this Agreement); (B) grant or increase any rights to change in control, severance or termination payments or benefits to, or enter into any change in control, employment, consulting or severance agreement with, any Seller Employee or any other service provider of the Business; (C) grant any equity based or long-term incentive award; (D) establish, adopt, enter into, amend, modify or terminate any Plan, except to the extent required by applicable Laws or such action would not result in material Liability to the Business after the Closing; or (E) except in the ordinary course of business, hire, engage or terminate the employment or engagement of any employee or individual independent contractor who earns or will earn (or prior to such termination, did earn) annual base compensation in excess of $250,000;

(xii) take any action that would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act, provided, however, that it shall not be a violation of this section for any Seller or any Seller Affiliate to close or engage in layoffs at any facility, other than the Facilities contemplated as Purchased Assets under this Agreement;

(xiii) except as required by Law, or as reasonably necessary to avoid a violation of Law, transfer internally (including in response to a request for transfer by a Seller Employee), or otherwise materially alter the duties and responsibilities of, any Seller Employee in a manner that would affect whether such service provider is or is not classified as a Seller Employee;

(xiv) negotiate, enter into, amend, or extend any Contract with a Union;

(xv) make any material change in the financial accounting policies, practices, principles, methods or procedures of the Business, other than as required by GAAP or by applicable Laws;

(xvi) amend or agree to amend the governing documents of any Seller or otherwise take any action relating to any liquidation or dissolution of Seller;

(xvii) make or enter into any commitment to make any capital expenditure related to the Business or the Purchased Assets in excess of $1,000,000;

(xviii) fail to keep in force the Insurance Policies; or

(xix) except in the ordinary course of business or as otherwise required by applicable Law: (A) make or change, in any material respect, any election concerning Taxes relating to the Purchased Assets, the Facilities, or the Business; (B) enter into any closing agreement or settle any material Tax claim or assessment relating to the Purchased Assets, the Facilities, or the Business; (C) consent to any extension or waiver of the limitation period applicable to any Tax Proceeding or assessment relating to the Purchased Assets, the Facilities, or the Business; (D) amend any material Tax Return relating to the Purchased Assets, the Facilities, or the Business; or (E) except as otherwise permitted by applicable bankruptcy Law, omit to take any action relating to the filing of any material Tax Return or the payment of any material Tax in each case, relating to the Purchased Assets, the Facilities, or the Business, except, in each case of clauses (A) through (E), to the extent that any such action or omission would not reasonably be expected to result in additional Taxes payable by the Buyer after the Closing Date.

(c) For purposes of this Section 5.2, Sellers shall be deemed to have obtained Buyer's prior written consent to undertake the actions otherwise prohibited by this Section 5.2 if Sellers give Buyer written notice of a proposed action and Sellers do not receive from Buyer a written notice of objection to such action within ten (10) Business Days after Buyer receives Sellers' written notice; provided, however, that Seller shall use commercially reasonable efforts to obtain prior consent. Notwithstanding any provision to the contrary contained in this Agreement, neither Section 5.1 nor this Section 5.2 shall be construed to prohibit any Seller or any Seller Affiliate from engaging in any act which any Seller or any Seller Affiliate reasonably believes is necessary (i) to satisfy emergent patient safety needs or (ii) to comply with the requirements of any Governmental Authority, provided further that nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct the operations of any Seller prior to the Closing Date. Subject to applicable Law, each Seller shall give Buyer prompt written notice subsequent to taking any act described in any of Subsections (i) or (ii) of the immediately preceding sentence. Prior to the Closing Date, Sellers shall or Seller Parties, as applicable, shall exercise complete control and supervision over its business, assets and operations (including the Business, Purchased Assets and the Facilities).

5.3 Consents to Assignment; Seller Guarantees.

(a) Each Party agrees to cooperate and use commercially reasonable efforts to obtain or deliver, as applicable, prior to the Closing, any and all consents or notices necessary, subject to applicable federal Bankruptcy Law or any other similar Law, to assign the Assumed Contracts set forth on Schedule 3.2(a)(iii). Buyer shall cooperate with each Seller as reasonably requested to obtain any such consents or deliver any such notices. Notwithstanding anything in this Agreement to the contrary, no Seller nor any Seller Party shall be required to compensate any third party, commence or participate in any Proceeding or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to remain primarily, secondarily or contingently liable for any Assumed Liability) to any third party to obtain any third party consent. For the avoidance of doubt, no representation, warranty or covenant of any Seller or any Seller Party contained in any Transaction Document shall be breached or deemed breached, and no condition shall be deemed not satisfied, based on (a) the failure to obtain any third party consents or (b) any Proceeding commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such third party consents.

(b) In the event any Seller or applicable Seller Party shall be unable to make an assignment and transfer of one or more Assumed Contracts as described in Section 5.3(a) or 5.3(b), or if such attempted assignment would give rise to any right of termination, or would otherwise adversely affect the rights of any Seller or applicable Seller Party or Buyer under such Assumed Contract, or would not assign all of any Seller's rights thereunder at the Closing, from and after the Closing, Sellers and Buyer shall continue to cooperate, and the applicable Seller shall continue to use commercially reasonable efforts to obtain all consents and approvals required to provide the Buyer or the Buyer Affiliate with all such rights. To the extent that any such consents and waivers are not obtained, or until the impediments to such assignment are resolved, any Seller or applicable Seller Party shall use commercially reasonable efforts to (i) provide to the Buyer or applicable Buyer Affiliate, at the request of the Buyer or applicable Buyer Affiliate, the benefits of any such Assumed Contract, (ii) cooperate in any lawful arrangement designed to provide such benefits to the Buyer or applicable Buyer Affiliate and (iii) enforce, at the request of and for the account of the Buyer or applicable Buyer Affiliate, any rights of Sellers or applicable Seller Party arising from any such Assumed Contract against any third Person (including any Governmental Authority) including the right to elect to terminate in accordance with the terms thereof upon the request of the Buyer or applicable Buyer Affiliate. To the extent that Buyer or the applicable Buyer Affiliate is provided the benefits of any Assumed Contract referred to in this Section 5.3(b) (whether from Sellers, Seller Party, or otherwise), Buyer or applicable Buyer Affiliate shall perform on behalf of Sellers or the applicable Seller Affiliate and for the benefit of any third Person (including any Governmental Authority) the obligations of any Seller or applicable Seller Party thereunder or in connection therewith.

(c) At or before the Closing, Buyer shall use good faith efforts to (a) arrange for substitute letters of credit, Buyer guarantees or other credit-support to replace the Seller Guarantees or (b) assume all obligations under each Seller Guarantee, obtaining from the beneficiary or counterparty a release (in a form reasonably satisfactory to each Seller) of the applicable Seller Affiliate for reimbursement to such beneficiary or counterparty or fulfillment of other obligations to such beneficiary or counterparty in connection with amounts drawn under the Seller Guarantees from and after the Effective Time. To the extent the beneficiary or counterparty under any Seller Guarantee does not accept as of the Closing any such substitute letter of credit, Buyer guarantee or credit-support proffered by Buyer, effective from and after the Effective Time, Buyer shall, (x) indemnify, defend and hold the applicable Seller Affiliate harmless against, and reimburse such Seller Affiliate for, any amounts actually paid to such counterparty under the Seller Guarantees to the extent a Seller Guarantee is called upon and such Seller Affiliates make any payment or is obligated to reimburse any party pursuant to the Seller Guarantee and (y) not, without the applicable Seller's prior written consent, amend in any manner adverse to the applicable Seller Affiliates, or extend (or permit the extension of), any Seller Guarantee Notwithstanding anything to the contrary in this Agreement, nothing in this Section 5.3(c) shall require any Seller or any Seller Affiliate to maintain, renew, issue anew, amend or modify any such Seller Guarantee in any respect from and after the Closing Date. The indemnity and hold harmless obligation set forth in this Section 5.3(c) shall terminate immediately upon Buyer obtaining a release as set forth in the first sentence of this Section 5.3(c) after the Closing with respect to any or all Seller Guarantees.

(d) Promptly following the Closing, Seller shall deliver (or shall cause to be delivered) notices to each tenant or subtenant under each Third-Party Lease notifying such party of the assignment by Seller to Buyer of the applicable Third-Party Lease.

5.4 Regulatory Approvals.

(a) Subject to the terms and conditions herein provided, the Parties shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws, to consummate and make effective the Contemplated Transactions as promptly as practicable.

(b) As promptly as practicable after the Execution Date, and no later than ten (10) Business Days after the Execution Date and subject to the terms of Section 5.5, each Seller and Buyer shall use commercially reasonable efforts, in accordance with Laws and in compliance with all applicable notice and timing requirements: (i) make all required filings and promptly obtain those Approvals, Environmental Permits, Permits and Orders listed on Schedule 5.4(b) with respect to the Contemplated Transactions, excluding those filings and Approvals, Permits and Orders with respect to the Contemplated Transactions arising from Antitrust Laws with respect to the Contemplated Transactions (collectively, the "**Regulatory Approvals**"), (ii) provide such other information and communications to Governmental Authorities as such Governmental Authorities may reasonably request in connection therewith, and (iii) cooperate with each other as promptly as practicable in connection with the foregoing, including as described in greater detail in this Section. Unless prohibited by applicable Law, between the date hereof and the Closing Date, (A) to the extent reasonably practicable, no Party shall participate in or attend any material meeting (whether in person or via telephone) with any Governmental Authority with respect to the Regulatory Approvals, without providing reasonable advance notice of such material meeting to the other Parties and providing such other Parties an opportunity to attend or participate, (B) each Seller and Buyer will, and will cause their respective counsel to, supply to each other copies of all material correspondence, filings or written communications by such Party or its Affiliates with any Governmental Authority or staff members thereof, with respect to the Regulatory Approvals, and (C) Buyer and Seller agree that they each shall have the right to review and approve (not to be unreasonably withheld, conditioned or delayed) all material filings submitted to any Governmental Authority by the other in connection with the Regulatory Approvals, provided that, materials proposed to be submitted in relation to such Governmental Authority communication may be redacted (1) to remove references concerning the valuation of the Business; (2) as necessary to comply with contractual arrangements, applicable Law; and (3) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns.

(c) Notwithstanding anything to the contrary in this Agreement, including this Section 5.4, neither Sellers nor Buyer, in each case on their own behalf or on behalf of any of Affiliates, shall be required to accept the imposition of a Burdensome Condition, or to take (or refrain from taking) any action, or propose, commit or agree to any term, requirement, restriction, limitation, requirement, or condition, in connection with the imposition of a Burdensome Condition and shall not be required to commence any Proceeding to obtain any Regulatory Approval. Subject to each Party's compliance with its obligations under this Section 5.4, without the prior written consent of the other Party, no Party shall, with respect to any Governmental Authority, propose, negotiate, commit to or effect any restriction, condition, limitation or requirement, effective as of either Closing Date, (A) in the case of each Seller, on the Business, Purchased Assets or Assumed Liabilities, or Buyer or any of its Affiliates and its respective businesses or (B) in the case of Buyer, on any Seller or any of its Affiliates and its respective businesses.

(d) Prior to and after the Closing Date, (but in no event after the Wind-Up Date), Sellers agree to provide reasonable cooperation with Buyer in connection with any and all enrollment, certification, licensing, survey and credentialing activities undertaken by Buyer associated with any Government Program or Private Program, including by (i) providing all reasonably-requested information or documents, (ii) making any filings reasonably requested by Buyer, (iii) assisting in activities related to any survey, and (iv) taking all other reasonable steps reasonably requested by Buyer.

5.5 Antitrust Approvals.

(a) As promptly as practicable after execution and delivery of this Agreement (and, for any required filings under the HSR Act, no later than ten (10) Business Days after the Execution Date), each of Buyer and Sellers shall use reasonable best efforts, and shall cooperate with each other, (i) to make an appropriate filing of the Notification and Report Forms relating to the Contemplated Transactions as required by the HSR Act, and (ii) to file the other required filings or notices under other Antitrust Laws

(collectively, the "**Antitrust Approvals**"). Each of Buyer and each Seller shall (A) respond as promptly as practicable to any inquiries or requests received from any Governmental Authority pursuant to the HSR Act or other Antitrust Laws, and (B) use its reasonable best efforts to effectuate the Antitrust Approvals at the earliest possible date.

(b) Further, and without limiting the generality of the rest of this Section 5.5(b), each of the Parties shall cooperate in all respects with each other to prepare any filing or submission made with any Governmental Authority regarding any Antitrust Approval in connection with the Contemplated Transactions and regarding any investigation or other inquiry by any Governmental Authority in connection with Antitrust Laws and the Contemplated Transactions, which shall include (i) furnishing to the other such necessary information and reasonable assistance as the other Parties may reasonably request in connection with the foregoing, (ii) informing the other Parties of any substantive communication with any Governmental Authority regarding the Contemplated Transactions, and, if in writing, furnish them with copies of such communications, and (iii) providing counsel for the other Parties with copies of all filings made by such Party, all substantive correspondence between such Party (and its Affiliates or advisors) with any Governmental Authority and other information supplied by such Party and such Party's Affiliates or advisors to a Governmental Authority or received from such a Governmental Authority in connection with Antitrust Laws and the Contemplated Transactions; provided, however, that materials related to the Antitrust Approvals may be restricted to outside counsel and redacted as necessary to (i) comply with contractual arrangements, (ii) remove references concerning the valuation of the Purchased Assets or other bidders for the Purchased Assets, and (iii) preserve legal privilege. Each Party hereto shall, subject to applicable Law, permit counsel for the other Parties to review in advance, and consider in good faith the views of the other Parties in connection with, any proposed communication to any Governmental Authority regarding an Antitrust Approval in connection with the Contemplated Transactions. The Parties agree not to participate, or to permit their Affiliates or advisors to participate, in any substantive meeting or discussion, either in person or by telephone or video conference, with any Governmental Authority regarding an Antitrust Approval in connection with the Contemplated Transactions unless it consults with the other Parties in advance and, to the extent not prohibited by such Governmental Authority, gives the other Parties the opportunity to attend and participate. If an appropriate filing of the Notification and Report Forms relating to the Contemplated Transactions is required by the HSR Act and such filing has been made, and if reasonably requested by any Governmental Authority or Sellers at least two (2) Business Days prior to the scheduled end of the waiting period under the HSR Act, Buyer will withdraw and refile under the HSR Act pursuant to HSR rule 803.12(a) and (c). None of the Parties, without the other Party's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), shall (i) enter into any timing, settlement or similar agreement, or otherwise agree or commit to any arrangement, that would have the effect of extending, suspending, lengthening or otherwise tolling the expiration or termination of the waiting period applicable to the Contemplated Transactions under the HSR Act or any Antitrust Laws, or (ii) otherwise agree or commit to any arrangement, that would bind or commit the Parties not to consummate the Contemplated Transactions (or that would otherwise prevent or prohibit the Parties from consummating the Contemplated Transactions).

(c) No Party shall, and shall cause each of its Affiliates not to, take any action which is intended to adversely affect the ability of any of the Parties hereto to obtain (or cause delay in obtaining) any necessary Antitrust Approvals of any Governmental Authority required for the Contemplated Transactions, from performing its covenants and agreements under this Agreement, or from consummating the Contemplated Transactions.

5.6 Intentionally Omitted.

5.7 Additional Financial Information. Within thirty-five (35) days following the end of each calendar month between the Execution Date and the Closing Date, Sellers will deliver to Buyer copies of

the unaudited balance sheets and the related unaudited statements of operations relating to the Business for each month then ended. Such financial statements shall be prepared from and in accordance with the Books and Records of Sellers, shall fairly present in all material respects the financial position and results of operations of the Business as of the date and for the period indicated, and shall be prepared in accordance with GAAP, consistently applied, except that such financial statements need not include required footnote disclosures, nor reflect normal year-end adjustments or adjustments that may be required as a result of the Contemplated Transactions.

5.8 Closing Conditions. Between the Execution Date and the Closing Date, Sellers and Buyer will use their commercially reasonable efforts to cause the conditions specified in Section 7 and Section 8 over which each Seller or any of its Affiliates, or Buyer or any of its Affiliates, as applicable, have control to be satisfied as soon as reasonably practicable.

5.9 Insurance Ratings. Each Seller will take all action reasonably requested by Buyer to enable Buyer to succeed to the Workmen's Compensation and Unemployment Insurance ratings of the Facilities and other ratings for insurance or other purposes established by each Seller for the Facilities. Buyer shall not be obligated to succeed to any such rating, except as it may elect to do so.

5.10 Bulk Sales Laws. With the exception of any tax clearance certificate required to be filed by each Seller in Massachusetts, which Seller shall file, Buyer and each Seller hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction (other than, for the avoidance of doubt, any Transfer Taxes incurred in connection with the Contemplated Transactions, which shall be governed by Section 10.3) shall be treated as Excluded Liabilities.

5.11 Record Retention. Each Seller agrees that for a period of not less than the earlier of (i) the Wind-Up Date and (ii) five (5) years following the Closing Date, it shall not, and shall cause its Affiliates not to, destroy or otherwise dispose of any of the Books and Records relating to the Purchased Assets or the Assumed Liabilities in their possession with respect to periods prior to the Closing. Following the Closing, each Seller shall provide Buyer with access for any proper purpose (with an opportunity to make copies), during normal business hours, and upon reasonable notice, to any records related to the Business which are retained by Sellers and Seller Affiliates in accordance with the terms of this Agreement.

5.12 Publicity. No public release or announcement concerning the Contemplated Transactions shall be issued by any Party, without the prior consent of the other Parties, except as such release or announcement may be required by any Law or Order, in which case the Party required to make the release or announcement shall allow the other Parties reasonable time to comment on such release or announcement in advance of such issuance.

5.13 Social Media Accounts. At Closing, each Seller shall grant Buyer exclusive access rights and permissions to the social media accounts owned or operated by each Seller set forth on Schedule 3.15(a).

5.14 Confidentiality.

(a) It is understood by the Parties that the Confidentiality Agreement will survive the execution and delivery of this Agreement and will terminate pursuant to the terms of the Confidentiality Agreement.

(b) Unless the prior written consent of the other Parties is obtained, except as otherwise required by applicable Laws, or in connection with the seeking of any Approval or Permit contemplated by this Agreement or any consent to the assignment of, or notice under, any of the Assumed Contracts or as reasonably necessary to satisfy any of the Parties' conditions or pre-Closing covenants, each of the Parties shall keep confidential and not disclose, and cause its Affiliates, its Representatives and its Affiliates' Representatives to keep confidential and not disclose the terms and status of this Agreement and the other Transaction Documents, the Contemplated Transactions and the identity of the other Parties. Notwithstanding the foregoing, each of the Parties shall have the right to communicate and discuss with, and provide to, its respective Representatives, any information regarding the terms and status of this Agreement and the other Transaction Documents and the Contemplated Transactions to the extent necessary in order to consummate the Contemplated Transactions.

(c) Any Party may disclose Confidential Information received from any other Party in an action or Proceeding brought by a Party in pursuit of its rights or in exercise of its remedies hereunder.

5.15 Casualty. If any part of the Purchased Assets is damaged, lost or destroyed (whether by fire, theft, vandalism or other cause or casualty), in whole or in part, prior to the Effective Time (such damaged, lost or destroyed assets, the "**Damaged Assets**"), Buyer may, at its option, (a) reduce the Purchase Price by the greater of (i) the fair market value of the Damaged Assets (such value to be determined as of the date immediately prior to such damage, loss or destruction), or (ii) the estimated cost to replace or restore the Damaged Assets; or (b) require each Seller to transfer the proceeds (or the right to the proceeds) of the applicable Insurance Policies covering the Damaged Assets (including the business interruption Insurance Policy covering the Business) to Buyer at the Closing, plus an amount equal to any deductibles paid or incurred by each Seller. Any reduction in the Purchase Price pursuant to this Section 5.15 shall be determined by the Accounting Firm. Until the Effective Time, Sellers will bear all risk of loss with respect to the Damaged Assets.

5.16 Credentialing and Medical Staff Transition Activities. Prior to the Closing, to the extent required by the Health Care Quality Improvement Act, 42 U.S.C. §11101, *et. seq*, each Seller shall report to the applicable licensing board any final, non-appealable "professional review action" (as defined in the Healthcare Quality Improvement Act) that occurs prior to the Closing. Prior to the Closing, each Seller shall use reasonable efforts to cooperate with Buyer in appropriately transitioning any pending professional review Proceeding. Prior to the Closing, to the extent permitted under applicable Laws, and without any requirement that each Seller act in a manner that voids or violates any peer review or similar privilege or applicable Facility medical staff by-laws, policies and procedures, each Seller shall also use reasonable efforts to cooperate with Buyer and with any member of the medical staff of any Facility regarding any reasonably needed access and/or transfer of information or copies of documents comprising Credentialing and Medical Staff Records as may be reasonably requested in connection with new or adopted credentialing transition activities.

5.17 Bankruptcy Covenants.

(a) Each Seller shall use commercially reasonable efforts to consult with Buyer and its Representatives upon Buyer's reasonable request concerning the Sale Order and provide Buyer with copies of requested applications, pleadings, notices, proposed Orders and other documents relating to the Purchased Assets as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court. Each Seller further covenants and agrees that, after the Closing, the terms of any reorganization plan it submits to the Bankruptcy Court for confirmation or sanction shall not prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction contemplated by or approved pursuant to the Sale Order.

(b) Any motions filed by any Seller or Seller Affiliate with, and any proposed Orders submitted by any Seller or Seller Affiliate to, the Bankruptcy Court seeking authorization after the date hereof to assume or reject any Executory Contracts shall be satisfactory in form and substance reasonably acceptable to Buyer. Each Seller shall consult with, and give due consideration to the views and concerns of, Buyer prior to compromising or commencing any Action with respect to any material payment required to be made under the Bankruptcy Code to effectuate the assumption of any such Contract, including using commercially reasonable efforts to provide five (5) days' notice of any such compromise or Action to Buyer.

(c) No later than ten (10) days after the Execution Date, Sellers shall deliver to Buyer copies of the updated Schedules and Exhibits that resolve open or unresolved items identified therein (including in footnotes). Buyer shall review such draft Schedules and Exhibits and provide any objections within ten (10) days of their receipt.

(d) Sale Order. The Sale Order shall be substantially in the form attached hereto as Exhibit T or otherwise reasonably acceptable to Buyer and Sellers and provide, among other things, that (it being understood that the Sale Order attached as Exhibit T hereto satisfies these standards):

(i) this Agreement is valid and enforceable;

(ii) this Agreement and the Contemplated Transactions are approved;

(iii) on the Closing Date, the Purchased Assets shall be sold to Buyer free and clear of any and all Encumbrances (except for Permitted Encumbrances and as otherwise provided for in this Agreement or the Sale Order), including any liens granted during the Chapter 11 Cases;

(iv) on the Closing Date, the Assumed Contracts shall be assumed by each Seller and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code and Buyer shall pay the Cure Costs due in connection with the assumption and assignment of Assumed Contracts;

(v) (a) the Government Program provider agreements are statutory entitlement assets that are sold free and clear of all claims and Encumbrances, or (b) if agreed to by CMS, MassHealth, Buyer and the Sellers, the Government Program provider agreements may be assumed by, or transferred to, Buyer or one of more of its Affiliates subject to payment to Government Programs, as applicable, of funds by Buyer or one or more of its Affiliates of an amount acceptable to Buyer in its discretion (which amount shall be reasonably acceptable to Sellers) (such amount, the "**Government Program Settlement Amount**"), such that the Buyer shall not be otherwise responsible for any claims (including rights to setoff or recoupment) or liabilities, whether known or unknown, currently existing or hereinafter arising, associated with the Provider Agreements during the period prior to the Closing Date, and including any claims for liabilities associated with the Provider Agreements that have not yet been brought or exercised in advance of Closing;

(vi) all persons and entities, including, governmental, tax and regulatory authorities, lenders, trade, and other creditors holding interests or claims of any kind or nature whatsoever against any Seller or Seller Affiliate or Seller's or Seller Affiliate's assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with or in any way relating to any Seller, Seller Affiliate, the Purchased Assets, or the operations of any Seller or the Business prior to Closing shall have no claims against Buyer, its Affiliates, successors or assigns, property, or the Purchased Assets related to such interests or claims, subject to rights of parties or individuals for claims arising out of Assumed Liabilities; and

(vii) Buyer is not a successor to any Seller or any of their Affiliates in any respect and shall not have any successor or vicarious liability of any kind with respect to the Purchased Assets pursuant to Section 6.15.

(e) The Sale Order shall contain findings by the Bankruptcy Court that (a) Buyer is a good faith purchaser under Section 363(m) of the Bankruptcy Code, (b) Buyer is not a successor to any Seller or Seller Affiliate, and (c) the sale of the Purchased Assets contemplated hereby did not involve any improper conduct, including collusion, and cannot be avoided under grounds set forth under Section 363(n) of the Bankruptcy Code.

(f) At least five (5) days prior to the date of the Sale Hearing, each Seller shall have filed the proposed form of Sale Order and served the proposed form of Sale Order on all Governmental Authorities (including, without limitation, the Office of Inspector General of the United States Department of Health and Human Services).

6. ADDITIONAL AGREEMENTS

6.1 Seller Employees.

(a) As of the Effective Time and, with respect to any Employee on Leave (as defined below), upon the date such Employee on Leave becomes a Transferred Employee (such time, the "**Employee Effective Time**"), each Seller shall terminate or cause the Seller Parties to terminate each Seller Employee (the "**Seller Termination**"), and Buyer or one of its Affiliates ("**Buyer Employer**"), subject to satisfaction of Buyer Employer's standard hiring practices and policies (including but not limited to background checks, drug screens and a general prohibition against hiring employees who were previously released for cause from employment with Buyer, Buyer Employer or their Affiliates) (except that Buyer's Employer's standard hiring practices and policies shall not apply to any Union Represented Employees, including Union Represented Employees on leave) (collectively, the "**Buyer Eligibility Requirements**"), shall, no later than fifteen (15) Business Days prior to the Effective Time make offers of employment (A) to each of the persons who are Seller Employees eligible for hire by Buyer Employer who are not an Employee on Leave and (B) as of the date that the person reports back to work at the Business on an active basis within one hundred eighty (180) days after the Effective Time (or such longer time as is required by applicable Law), to each of the persons who are Seller Employees with respect to the operation of the Business and are on short-term or long-term disability or on leave of absence pursuant to any Seller's or a Seller Party's policies, the Family and Medical Leave Act of 1993 or other similar Law as of the Effective Time (each, an "**Employee on Leave**"). The term "**Transferred Employee**" as used in this Agreement means a Seller Employee who accepts employment with Buyer Employer as of the Effective Time (and with respect to any Employee on Leave, as of the date such Employee on Leave so reports back for work) and who commences employment with any Buyer Employer. Each Seller shall take all actions required to (x) release or cause to be released each Transferred Employee, effective at or before the Employee Effective Time, from any Contract with, or other obligation to, any Seller Party to the extent such Contract or obligation imposed by any Seller Party limits or restricts such Transferred Employee from being employed by or providing services to the Buyer or Buyer Employer, or otherwise engaging in the Business on behalf of the Buyer or Buyer Employer and (y) to the extent permitted by law of any applicable Assumed Contract, transfer and assign to the Buyer or Buyer Employer the right under such Assumed Contracts to enforce any confidentiality, Intellectual Property assignment, non-disparagement, non-competition, non-solicitation or similar provision with any Transferred Employee.

(b) During the period commencing on the Closing Date and ending on the day that is One Hundred Eighty (180) days following the Closing Date, each Transferred Employee will be retained by Buyer Employer, subject to Buyer Employer's standard policies and conditions of employment and

subject to Buyer Employer's discretion. As of the Employee Effective Time, for a period of at least twelve (12) months following the Closing Date (or the length of the Transferred Employee's employment, if shorter), each Transferred Employee who is not covered by a Collective Bargaining Agreement shall receive from the Buyer Employer (i) at least the same base salary or base wage rate and target cash incentive compensation opportunities (excluding transaction and retention-related compensation opportunities) as were provided to such employee immediately prior to the Closing Date by each Seller or a Seller Party, and (ii) employee benefits substantially comparable in the aggregate to those provided to, at the election of the Buyer, (X) each Transferred Employee immediately prior to the Closing Date (excluding defined benefit pension plans, retiree medical, transaction-related benefits, and severance, retention, and equity-based compensation) by each Seller reduced to the extent Buyer determines is required to ensure that such compensation satisfies the "reasonableness" standard under Section 4958 of the Code and (Y) similarly-situated employees of Buyer Guarantor and its Affiliates.

(c) Effective upon the Effective Time, Buyer shall cause the applicable Buyer Employer to assume each Collective Bargaining Agreement governing the terms and conditions of employment of the employees represented by a Union ("**Union Represented Employees**"), provided that the Collective Bargaining Agreements will be amended prior to the Effective Time as follows (hereinafter referred to as the "**Assumed CBAs**").

(i) Except as set forth in (ii) below, the employee benefit plans offered to Union Represented Employees shall be the same Employee Benefit Plans, as amended from time to time, offered to non-union employees of Buyer Employer in like employment positions, including, without limitation, the same terms, conditions, requirements, design, and premium cost contributions provided under such Employee Benefit Plans. For purposes of this Section alone, "**Employee Benefits Plans**" shall mean health and welfare plans and the 401(k) plan offered to employees of Buyer Employer; provided, however, Buyer Employer will participate in the Nurses and Local 813 IBT Retirement Plan, Plan No. 001, effective September 18, 1962, as amended, on the same terms and conditions as applicable under the Collective Bargaining Agreements and Buyer Employer shall have no obligation to make a matching contribution under any other retirement plan with regard to any employee who is eligible to receive any employer contribution with regard to a multiemployer plan. Prior to the Effective Time, Buyer has provided Seller with a materially complete and accurate summary of its health and welfare plans and the 401(k) plan offered to employees of Buyer Employer and the health and welfare and 401(k) plan offered to Union Represented Employees immediately prior to the Effective Time under applicable Collective Bargaining Agreements.

(ii) Until such time as Buyer Employer, using commercially reasonable efforts, can implement and administer the pay practices (including, without limitation, differentials and rules regarding payment of differentials) of the Assumed CBAs and, in all events, not later than the enterprise resource planning system implementation date applicable organization-wide, currently scheduled for October 1, 2025, Union Represented Employees shall be subject to the same pay practices, as amended from time to time, offered to non-union employees of Buyer Employer in like employment positions.

(iii) Notwithstanding the foregoing, Buyer Employer shall assume only such commitments that pertain to Morton, St. Anne's, or Norwood; provided, however, that Norwood Buyer Employees shall be limited to those who work at Morton or St. Anne's, and not to any other Seller Affiliate, any Seller or any other entity affiliated with any Seller.

(d) Buyer shall deliver offers of employment to Union Represented Employees in accordance with Section 6.1(a) or alternatively negotiate in good faith with the applicable union or other labor organization to deem such offers of employment to have been made to the Union Represented

Employees. Each offer of employment to a Union Represented Employee shall contain terms and conditions of employment equivalent to the terms and conditions of employment contained in the Assumed CBAs.

(e) The Parties shall, and shall cause their respective Affiliates to, mutually cooperate in undertaking all reasonably necessary or legally required provision of information to, or consultations, discussions, or negotiations with, employee representative bodies (including any works councils) that represent any Union Represented Employees or Transferred Employees.

(f) To the extent, and at such time as, a Transferred Employee becomes eligible for a welfare plan, Buyer shall cause Buyer Employer to recognize each Transferred Employee's date of hire by any Seller or Seller Affiliate, as applicable, as the anniversary date of record with Buyer Employer. Provided Seller provides to Buyer sufficient information to implement such actions prior to the Closing, in a manner reasonably acceptable to Buyer, Buyer Employer shall use commercially reasonable efforts to (i) honor the Transferred Employees' prior service credit under any Seller's current welfare plans for purposes of satisfying pre-existing condition limitations in Buyer Employer's welfare benefit plans, (ii) with respect to the applicable calendar year in which the Closing occur recognize any out-of-pocket expenses (including deductibles, co-pays, and out of pocket maximums) incurred by each of the Transferred Employees and their eligible dependents under Seller Plans for purposes of determining deductibles, co-pays and out-of-pocket maximums under Buyer Employer's analogous Plans that such Transferred Employee becomes eligible for and enrolls in and (iii) waive waiting periods under its welfare plans for the Transferred Employees and their eligible spouses and dependents.

(g) Subject to the terms and conditions of Buyer Employer's applicable benefit plans and the terms of any Assumed CBAs, for each Seller Employee who becomes a Transferred Employee, and, to the extent applicable, consents to such carry over, Buyer shall cause Buyer Employer to assume the unused Paid Time Off of such Transferred Employee as of immediately prior to the Employee Effective Time (the aggregated value of the aggregate number of hours of Paid Time Off assumed by Buyer Employer for all Transferred Employees pursuant to this Section 6.1(g), the "**Assumed Paid Time Off**"). Sellers shall retain any and all Liabilities for Paid Time Off of all Seller Employees who do not become Transferred Employees or who do not consent to their unused Paid Time Off being carried over (which aggregated value of the aggregate number of hours of such Paid Time Off shall not be considered Assumed Paid Time Off) and each Seller shall apply any net sale proceeds pursuant to Section 1.6 first to satisfy any obligations with respect to such Paid Time Off.

(h) Prior to the Effective Time, each Seller shall be solely responsible for complying with the WARN Act and any and all obligations under other applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions (and for any failures to so comply), in any case, applicable to the Seller Employees and other employees of each Seller and each Seller Party as a result of any action by Sellers or the Seller Parties on or prior to the Effective Time, or following the Effective Time with respect to any Seller Employee who does not become a Transferred Employee for any reason other than Buyer's failure to comply with this Section 6.1. Following the Effective Time, Buyer Employer shall be solely responsible for complying with the WARN Act and any and all obligations under other applicable Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions (and for any failures to so comply), in any case, applicable to Transferred Employees as a result of any action by Buyer Employer following the Effective Time, except to the extent resulting from an error or omission in the list provided by Sellers pursuant to the immediately following sentence. At the Effective Time, each Seller will provide to Buyer a list, by site of employment, of the number of employees of Seller or any Seller Affiliate who have experienced or will experience an employment loss or layoff (as defined in the WARN Act) within 90 days prior to the Effective Time and who are located at a site of employment where Transferred Employees will be located following the Closing, along with the date of the employment loss or layoff.

(i) With respect to any Seller Employee (other than the Transferred Employees) who declines Buyer's offer of employment that complies with this Section 6.1 or former employee of Sellers or the Seller Parties and any eligible spouse or dependent thereof or who otherwise has a "qualifying event" (as defined in COBRA) in connection with the Closing, each Seller shall retain the obligation for providing notices and continuation coverage under COBRA. Each Seller shall offer continuation coverage to any Seller Employee that is not a Transferred Employee under the applicable Plan of Seller to the fullest extent required by COBRA.

(j) As of the Seller Termination, each Seller shall timely pay, or have taken all necessary action to cause to be timely paid, to the Transferred Employees all wages, bonuses, benefits and other compensation (other than Assumed Paid Time Off) payable to or earned by the Transferred Employees as of the Closing Date on account of such Transferred Employee's termination of employment with a Seller or a Seller Party. As of the Employee Effective Time, each Seller shall (i) discontinue participation of the Transferred Employees in all applicable Plans, (ii) waive any allocation conditions on employer contributions with respect to the Transferred Employees under defined contribution retirement plans of any Seller or any Seller Party for the plan year in which the Closing Date occurs, (iii) with respect to cash-based incentive and bonus plans (excluding the Deferred Compensation Plans), provide that Transferred Employees will be entitled to prorated incentives and bonuses, based on target levels of performance for the plan year (or other applicable period upon which incentives and bonuses are determined) that includes the Closing Date, (iv) make, pay, grant or credit all contributions, incentives, bonuses, accruals and/or other benefits required (or otherwise committed) under the Plans on behalf of eligible Transferred Employees for periods on or prior to the Closing Date, (v) take such actions as are necessary to make, or cause such Plans to make distributions available under the Plans to such Transferred Employees to the extent required or permitted by, and in accordance with, such Plans and applicable Laws, as determined by Seller, and (vi) take all steps reasonably necessary to effectuate the preceding, including ensuring that any necessary amendments to the Plans are timely adopted.

(k) The Parties agree that Buyer's determination of any Seller Employee satisfaction of Buyer Eligibility Requirements will take place (i) at the same time and pursuant to the same procedures, whether such Seller Employee, as applicable, is a full time employee, part-time employee or employee on approved leave of absence pursuant to a Seller's or a Seller Party's policies, on leave pursuant to the Family and Medical Leave Act of 1993 or other similar local Law, temporary leave of absence, military leave, or Paid Time Off and (ii) without a review by Buyer of any Seller Employee's personnel records or other employment or health records maintained by any Seller or any Seller Party.

(l) Notwithstanding any provision herein to the contrary, no term of this Agreement shall be deemed to (i) create any Contract with any Seller Employee or any other individual; (ii) give any Seller Employee or any other individual the right to be retained in the employment of Buyer Employer or any of its Affiliates or the right to any particular term or condition of employment; (iii) interfere with Buyer Employer or any of its Affiliates' right to terminate the employment of any Transferred Employee at any time; or (iv) obligate Buyer Employer or any of its Affiliates to adopt, enter into or maintain any employee benefit plan or other compensatory plan, program or arrangement at any time. Nothing in this Agreement shall diminish Buyer Employer's right to change or terminate its policies regarding employment matters at any time or from time to time. The representations, warranties, covenants and agreements contained herein are for the sole benefit of the Parties, and the Seller Employees are not intended to be and shall not be construed as beneficiaries hereof.

6.2 Post-Closing Access to Information; Communication with Governmental Authorities.

(a) Buyer and each Seller acknowledge that prior to the end of the Post Closing Period, Buyer, or Buyer's designated Affiliates, and each Seller may need access to information, documents or

computer data in the control or possession of the other, including for the purposes of satisfying their obligations in connection with the Chapter 11 Cases, and each Seller may need access to records that are a part of the Purchased Assets for purposes of concluding the Contemplated Transactions and for audits, investigations, compliance with applicable Law or an Order of the Bankruptcy Court and requests from Governmental Authorities, and the prosecution or defense of third-party claims. Accordingly, Buyer agrees that, except to the extent necessary to comply with any applicable Law or an Order of the Bankruptcy Court it will timely make available to any Seller and its respective Representatives the Books and Records and such information, documents and computer data as may be available relating to the Purchased Assets and the Business in respect of periods prior to the Effective Time and will permit any Seller (or its Representatives) to make copies of such Books and Records, information, documents and computer data. Each Seller agrees that each Seller will timely make available to Buyer, its designated Affiliates, and its Representatives such information, documents and computer data relating to the Purchased Assets and the Business in respect of periods prior to the Effective Time as may be in the possession of any Seller and will permit Buyer (or its Representatives) to make copies of such documents and information. Notwithstanding the foregoing, all disclosures of information shall be consistent with the Clean Room Black Box Agreement, all common interest agreements, joint defense agreements, and any other confidentiality or nondisclosure agreements entered into among the Parties. The Parties agree that the cost of compliance with this provision shall be governed by the Transition Services Agreement.

(b) Following the Effective Time, Buyer shall assume all legal responsibility for, and shall preserve, the Books and Records that are maintained in connection with the Purchased Assets (including, but not limited to, patient records) for the greater of: (i) seven (7) years from the date of such record; (ii) as may be required by applicable Law, including but not limited to, the statute of limitations governing the time period afforded to bring professional Liability claims in Massachusetts or as is necessary to administer the Chapter 11 Cases; or (iii) such longer period as may be required in connection with any known or threatened investigation or Proceeding, including any professional Liability claims. Thereafter, Buyer may dispose of such Books and Records only after Buyer has given any Seller ninety (90) days' prior written notice of such impending disposition and the opportunity of any Seller to remove and retain such Books and Records as permitted by applicable Law.

(c) Buyer shall cooperate with each Seller, on a timely basis and as reasonably requested by any Seller, in connection with the provision of all data of the Business and other information required by any Seller for reporting to The Joint Commission for the remainder of the quarterly period in which the Closing has occurred. After the Effective Time, as reasonably requested by Sellers, Buyer will cooperate with Sellers, at Sellers' sole cost and expense, in connection with Sellers' collection of the accounts receivable that are among the Excluded Assets.

(d) To the maximum extent permitted by applicable Law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities, including documents relating to the operations of the Business or ownership of any of the Purchased Assets prior to the Effective Time, then to the extent allowable by applicable Law, prior to any disclosure of such documents, Buyer shall notify each Seller and provide each Seller with the opportunity to object to, such request or demand.

(e) To the extent practicable under the circumstances after the Effective Time, no Seller nor Buyer or its designated Affiliate will agree to participate in any substantive call, meeting or conference with any Governmental Authority, or any member of the staff of any Governmental Authority, in respect of any filing, Proceeding, investigation (including any settlement of the investigation), litigation, or other inquiry related to the Contemplated Transactions, provided that such responding Party (1) provides reasonable advance notice of such meeting to the other Party and (2) provides such other Party an opportunity to attend or participate and, where permitted, allow the other Party to participate.

6.3 Confidentiality; Non-Competition; Non-Solicitation. In further consideration for the payment of the Purchase Price and to protect the value of the Purchased Assets purchased by Buyer (including the goodwill inherent in the Business as of the Effective Time), and as a material inducement to Buyer and each Seller to enter into and perform their respective obligations under this Agreement, effective as of the Effective Time, each Seller and Buyer agree as follows:

(a) No Seller shall use for itself or any other Person, or disclose to any other Person, any Confidential Information included in the Purchased Assets, except to the extent such use or disclosure is (i) approved in writing in advance by Buyer or its designated Affiliate, (ii) expressly permitted or required pursuant to the terms of this Agreement, or (iii) required by applicable Law or any Order, including as required under the Chapter 11 Cases (in which event, to the extent legally permissible, any Seller shall inform Buyer in advance of any such required disclosure, shall cooperate with Buyer in all reasonable respects in obtaining a protective Order or other protection in respect of such required disclosure (at the sole cost and expense of Buyer) and shall limit such disclosure to the extent reasonably possible while still complying with such requirements). Each Seller shall use commercially reasonable efforts to safeguard Confidential Information included in the Purchased Assets and to protect it against disclosure, misuse, espionage, loss and theft. For the avoidance of doubt, any Party may disclose Confidential Information received from any other Party in an action or Proceeding brought by a Party in pursuit of its rights or in exercise of its remedies hereunder.

(b) Buyer shall not use for itself or any other Person, or disclose to any other Person, any Confidential Information included in the Excluded Assets, except to the extent such use or disclosure is (i) approved in writing in advance by any Seller, (ii) expressly permitted or required pursuant to the terms of this Agreement, or (iii) required by applicable Law or any Order (in which event, to the extent legally permissible, Buyer shall inform any Seller in advance of any such required disclosure, shall cooperate with any Seller in all reasonable respects in obtaining a protective Order or other protection in respect of such required disclosure (at the sole cost and expense of each Seller) and shall limit such disclosure to the extent reasonably possible while still complying with such requirements). Buyer shall use commercially reasonable efforts to safeguard Confidential Information included in the Excluded Assets and to protect it against disclosure, misuse, espionage, loss and theft.

(c) Each Seller acknowledges that each Seller has become, and following the Execution Date shall continue to be, familiar with Confidential Information included in the Purchased Assets. Therefore, during the Restricted Period, no Seller shall (and shall not take any steps to, or prepare to), and shall not cause the Seller Affiliates to, directly or indirectly, in any capacity, engage in a Restricted Business within the Restricted Area.

(d) During the Restricted Period, no Seller shall, and shall cause the Seller Affiliates not to, directly or indirectly, in any capacity, encourage, induce, solicit or attempt to encourage, induce or solicit (i) any officer, director, manager, employee or independent contractor of Buyer Employer who primarily provides services to the Business and works and resides in the Restricted Area or who has been introduced to any Seller and Seller Affiliates through the negotiation of this Agreement and the Contemplated Transactions or (ii) any Transferred Employee to leave the employ of Buyer Employer or any of Buyer Employer's Affiliates or terminate any relationship with Buyer Employer or any of Buyer Employer's Affiliates; provided that the foregoing shall not apply to (A) any direct or indirect general solicitation by any Seller or any Seller Affiliate that is not directed specifically to any such Person or (B) any such Person whose employment has been terminated by such Person or by any Buyer Employer or any of Buyer Employer's Affiliates for a period of six (6) months or more.

(e) From the Execution Date until the earlier of the Effective Time or the date of termination of this Agreement, Buyer will not, and will cause its Affiliates not to, directly or indirectly, in

any capacity, encourage, induce, solicit or attempt to encourage, induce or solicit (i) any officer, director, manager, employee or independent contractor of any Seller or any Seller Affiliate (other than the Transferred Employees), (ii) any Retained Employee, or (iii) any Physician or other provider employee (other than Physicians or providers who will be the subject of the Employee Contract Assignment and Assumption Agreement) in each case ((i) – (iii)) in the Restricted Area of any Seller or any of its respective Affiliates to leave the employ of any Seller or any of its respective Affiliates or terminate any relationship with any Seller or any of its respective Affiliates; provided that the foregoing shall not apply to (A) any direct or indirect general solicitation that is not directed specifically to any such Person, or (B) any such Person whose employment has been terminated by such Person or by any Seller or any of its respective Affiliates for a period of thirty (30) days or more. Notwithstanding the foregoing, this Agreement shall supersede the Confidentiality Agreement.

(f) Each Seller and Buyer recognizes that the covenants in this Section 6.3, and the territorial, time and other limitations with respect thereto, are reasonable and properly required for the adequate protection of each Seller and Buyer and the acquisition of the Purchased Assets by Buyer, including the Confidential Information (whether included in the Purchased Assets or Excluded Assets), and agree and acknowledge that such limitations are reasonable with respect to Buyer's and Sellers' activities, business and public purpose. Sellers and Buyer acknowledge and represent that: (i) sufficient consideration has been given by each Party to the other as it relates to the covenants set forth in this Section 6.3; (ii) the restrictions and agreements in this Section 6.3 are reasonable in all respects and necessary for the protection of either (A) Buyer and its Affiliates, the Confidential Information included in the Purchased Assets and the goodwill primarily associated with the Business or (B) Sellers or the Seller Affiliates and the Confidential Information included in the Excluded Assets, as the case may be, and that in each case, without such protection, Buyer's or Sellers' competitive advantage would be materially adversely affected; and (iii) the agreements in this Section 6.3 are an essential inducement to Buyer and Sellers to enter into this Agreement and they are in addition to, rather than in lieu of, any similar or related covenants to which Buyer or Sellers is party or by which it is bound. Sellers and Buyer agree and acknowledge that the violation of the covenants or agreements in this Section 6.3 would cause irreparable injury to Buyer and its Affiliates or Sellers and Seller Affiliates and that monetary damages and any other remedies at law for any violation or threatened violation thereof would be inadequate, and that, in addition to whatever other remedies may be available at law or in equity, Buyer and its Affiliates or Sellers and Seller Affiliates shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages or posting a bond or other security.

(g) It is the intention of each Party that the provisions of this Section 6.3 shall be enforced to the fullest extent permissible under the Law and the public policies of the State of Delaware and of any other jurisdiction in which enforcement may be sought, but that the unenforceability (or the modification to conform with such Laws or public policies) of any provisions hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any term or provision of this Section 6.3 shall be determined to be illegal, invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible as aforesaid, with the maximum period, scope or geographical area permitted under applicable Law being substituted for the period, scope or geographical area hereunder.

6.4 Transition Patients. To compensate Seller for services rendered and medicine, drugs and supplies provided by the Hospitals up to the Effective Time with respect to patients who are admitted to the Hospitals prior to the Effective Time and whose care is reimbursed by any Government Program or Private Program but who are not discharged until after the Effective Time (such patients being referred to herein as the "**Transition Patients**" and services rendered to them being referred to herein as the "**Transition Patient Services**"), the Parties shall take the following actions:

(a) To the extent required by applicable Law, or to the extent the applicable Government Program or Private Program will accept interim billing, Sellers shall prepare the interim billings for the period prior to the Effective Time ("**Interim Billing**") for each Transition Patient for which Interim Billing is required or permitted, and shall send such Interim Billing to the applicable Transition Patient, Government Program or Private Program. Sellers shall be entitled to all amounts received by Sellers pursuant to any such Interim Billings; provided, however, that if such Interim Billings include payments that are paid in prior to Closing but attributable to services rendered after Closing, then such Interim Billings shall be apportioned pro rata between Buyer and Sellers consistent with the methodology set forth in Section 6.4(c).

(b) For Transition Patients for whom Interim Billing is not accepted by the applicable Government Program or Private Program (the "**Non-Interim Billing Transition Patients**"), as soon as practicable after the Closing Date, Sellers shall deliver to Buyer a statement specifying the Non-Interim Billing Transition Patients and the expected reimbursement for each such Non-Interim Billing Transition Patient. Such statement shall also identify which Non-Interim Billing Transition Patients (i) are receiving medical care that is paid for, in whole or in part, by a Government Program or Private Program that pays on a diagnostic related group ("**DRG**"), case rate, or other similar basis and for whom the applicable Facility is paid on a per-claim basis (the "**DRG Transition Patients**") and/or (ii) are receiving medical care that is paid for on a non-DRG basis ("**Non-DRG Transition Patients**"). Buyer shall be responsible for submitting such billings to the applicable Government Program or Private Program for the entire portion of each of the Non-Interim Billing Transition Patients' respective stays.

(c) For Transition Patient Services provided to a DRG Transition Patient, upon receipt of payment, Sellers shall be entitled to an amount equal to (i) the total DRG payment received by Buyer and Sellers (including disproportionate share, uncompensated care, low volume adjustment, indirect medical education, outlier, and capital payments and any deposits, deductibles, copayments paid, whether received by Buyer or Sellers, as applicable), multiplied by a fraction, the numerator of which shall be the number of days prior to the Effective Time that the DRG Transition Patient was an inpatient at the applicable Hospital and the denominator of which shall be the total number of days that such DRG Transition Patient was an inpatient at such Hospital minus (ii) any deposits, deductibles or co-payments paid by or on behalf of the applicable DRG Transition Patient to Seller or any of Seller's Affiliates prior to the Effective Time. Buyer will make such payments to Seller within ten (10) Business Days after receipt of such payment.

(d) For Transition Patient Services provided to a Non-DRG Transition Patient, Seller shall be entitled to an amount equal to (i) the total payments received by Buyer and Sellers for such Non-DRG Transition Patient (including any deposits, deductibles, or copayments, whether received by Buyer or Seller), multiplied by a fraction, the numerator of which shall be the total number of days prior to the Effective Time on which the applicable Hospital provided Transition Patient Services to such Non-DRG Transition Patient and the denominator of which shall be the total number of days with respect to such Non-DRG Transition Patient's stay at the applicable Hospital minus (ii) any deposits, deductibles or co-payments paid by or any other payments made on behalf of the applicable Non-DRG Transition Patient to Sellers or any of Sellers' Affiliates prior to the Effective Time. Buyer will make such payments to Sellers within ten (10) Business Days after receipt of such payment.

(e) In addition to the other payments contemplated by this Section 6.4 (or elsewhere in this Agreement), and with respect to revenue derived from the submission of claims (and not payments under a quality incentive program or other payments that are not claim-based), (i) if any Seller or Seller Affiliate receives any amount from patients, Government Programs or Private Programs which relates to services rendered by the Facilities after the Effective Time, the applicable Seller or Seller Affiliate will remit such amount to Buyer within ten (10) Business Days after receiving such amount; and (ii) if Buyer

receives any amount from patients, Government Programs or Private Programs which relates to services rendered by the Facilities prior to the Effective Time, Buyer will remit such amount to the applicable Seller within ten (10) Business Days of receiving such amount.

(f) Notwithstanding anything to the contrary in this Agreement, neither Buyer nor any Seller shall be entitled to withhold any of the respective payments due and owing under this Section 6.4 by means of setoff against any amount owed by any other Party.

6.5 Cost Reports; Periodic Interim Payments; Disproportionate Share Hospital Surveys and Information.

(a) Each Seller, at its own cost and expense, will timely prepare and file all Cost Reports relating to the Facilities and the Business for periods ending prior to the Effective Time or required as a result of the consummation of the Contemplated Transactions (collectively, the "**Seller Cost Reports**"). Buyer shall make available, in a timely and reasonable manner, to Sellers any information and records that are in Buyer's possession and that are reasonably necessary, as determined by Sellers in its reasonable discretion, for Sellers to prepare the Seller Cost Reports. Buyer shall forward to Sellers any and all correspondence relating to the Seller Cost Reports within ten (10) Business Days after receipt by Buyer. Buyer shall remit to Sellers any Cost Report Settlements promptly (but no later than ten (10) Business Days) after receipt by Buyer, and shall forward to Sellers any demand for payments relating to the Seller Cost Reports within ten (10) Business Days after receipt by Buyer. Sellers shall retain all Liabilities and obligations associated with the Seller Cost Reports and all rights related to the Cost Report Settlements. Such rights shall include the right to appeal any Medicare determinations relating to Cost Report Settlements. Each Seller shall be responsible for all fees and expenses associated with appeals of Medicare determinations relating to each Seller's Cost Reports. Sellers shall retain the originals of the Seller Cost Reports, correspondence, work papers, and other documents relating to the Seller Cost Reports and the Cost Report Settlements. To the extent that Sellers require the assistance of Buyer to effectuate their rights hereunder, including but not limited to with respect to any ongoing appeals or litigation in connection with any Excluded Assets involving Government Programs (including those described in Section **Error! Reference source not found.**) that require involvement of Buyer, Buyer will cooperate therewith as reasonably requested by Sellers and at Sellers' sole cost and expense. Sellers shall use commercially reasonable efforts to timely and accurately respond to all audit and other supplemental information requests related to the Seller Cost Reports.

(b) Upon Buyer's written request, Sellers shall terminate the Hospitals' participation in any periodic interim payment program with Medicare effective as of the Closing Date. If Buyer receives any Medicare Interim Payments from the Medicare program associated with the operations of the Hospitals relating solely to periods prior to the Effective Time, Buyer shall pay Sellers an amount equal to such Medicare Interim Payment(s) received by Buyer within ten (10) days after receipt. If Buyer receives any Medicare Interim Payments from the Medicare program associated with the operations of the Hospitals relating to the period commencing prior to and ending after the Effective Time, Buyer shall pay Sellers within ten (10) days after receipt an amount equal to the Medicare Interim Payment(s) actually received by Buyer for such period multiplied by a fraction, the numerator of which shall be the total number of days prior to the Effective Time and the denominator of which shall be the total number of days attributable to such Medicare Interim Payment(s). If Sellers receive any Medicare Interim Payments from the Medicare program associated with the operations of the Hospitals relating solely to periods on or after the Effective Time, Sellers shall pay Buyer within ten (10) days after receipt an amount equal to such Medicare Interim Payment(s) received by Sellers. If Sellers receive any Medicare Interim Payments from the Medicare program associated with the operations of the Hospitals relating to the periods commencing prior to and ending after the Effective Time, Sellers shall pay Buyer within ten (10) days after receipt an amount equal to the Medicare Interim Payment(s) actually received by Seller for such period multiplied by a fraction, the

numerator of which shall be the total number of days after the Effective Time and the denominator of which shall be the total number of days attributable to such Medicare Interim Payment(s). It is the intent of the Parties that Buyer and Sellers shall receive all third-party payments applicable to the period of time that the Hospitals are owned by the respective Parties.

(c) If Sellers receive any amount from patients, third-party payors, group purchasing organizations or suppliers which, under the terms of this Agreement, belongs to Buyer, Sellers shall remit within ten (10) Business Days the full amount so received to Buyer. If Buyer receives any amount from patients, third-party payors, group purchasing organizations or suppliers which, under the terms of this Agreement, belongs to Sellers, Buyer shall remit within ten (10) Business Days the full amount so received to Sellers.

(d) Subject to applicable Laws, Sellers will reasonably cooperate with Buyer in providing pre-Closing patient data and any documents Buyer reasonably believes are necessary or appropriate for Buyer to file with respect to Medicaid disproportionate share hospital surveys, to the extent applicable in the jurisdiction of the Business for the fiscal periods prior to and after the Effective Time.

(e) Notwithstanding anything to the contrary in this Agreement, neither Buyer nor Sellers shall be entitled to recover any of the respective payments due and owing under this Section 6.4 by means of setoff against any amount owed by any other Party.

6.6 CMS Reporting.

(a) Following the Effective Time, Buyer will cooperate with each Seller in all reasonable respects in providing, in a timely and reasonable manner, documents or data that each Seller reasonably believes are necessary or appropriate for each Seller to file with respect to CMS Reporting for all CMS Program Performance Periods ending prior to the Effective Time. Buyer shall forward to each Seller any and all correspondence from CMS relating to applicable CMS Reporting for such CMS Program Performance Periods within ten (10) Business Days after receipt by Buyer.

(b) Following the Effective Time but prior to the end of the Post-Closing Period, each Seller shall (i) cooperate with Buyer in all reasonable respects in providing, in a timely and reasonable manner, pre-Closing documents or data that Buyer reasonably believes are necessary or appropriate for Buyer to file with respect to CMS Reporting for CMS Program Performance Periods in which the Effective Time occurs, and (ii) each Seller shall forward to Buyer any and all correspondence from CMS relating to CMS Reporting for such CMS Program Performance Periods within ten (10) Business Days after receipt by such Seller.

(c) Notwithstanding anything to the contrary in this Agreement neither Buyer nor any Seller shall be entitled to withhold any of the respective payments due and owing under this Section 6.6 by means of setoff against any amount owed by any other Party.

6.7 Waiver Program Payments. Buyer and each Seller shall prorate any payments received by the Facilities under Medicaid waiver or Medicaid supplemental payment programs as follows:

(a) Any such amounts that correspond to Federal Fiscal Years or state fiscal years, as applicable, ending prior to the Effective Time will be paid to each Seller;

(b) Any such amounts that correspond to Federal Fiscal Years or state fiscal years, as applicable, beginning on or after the Effective Time will be paid to Buyer; and

(c) Any such amounts that correspond to the Federal Fiscal Year or state fiscal year, as applicable, during which the Effective Time occurs will be allocated between Buyer and each Seller on a pro rata basis (based upon the number of days during such year that such Seller operates the Facilities and the number of days during such year that Buyer operates the Facilities).

6.8 License to Use Billing Information. Following the Effective Time but, with respect to each Seller, only until the end of the Post-Closing Period and, to the extent allowed by applicable Law, each Seller grants Buyer and its Affiliates a license to use each Seller's billing identification information (which information shall include each Seller's name, Medicare and related Medicaid and TRICARE provider numbers, federal employer identification number, and such other information as may be reasonably necessary) ("**Seller's Billing Information**") for purposes of submitting claims to Medicare, Medicaid and TRICARE for services provided at the Facilities by Buyer or any of its Affiliates after the Effective Time. To the extent allowed by applicable Law, each such license shall be effective (a) for purposes of Medicare, until CMS and the applicable CMS Medicare administrative contractor approve Buyer's or its Affiliate's Medicare change of ownership application and issue a tie-in notice and approval letter acknowledging that Buyer (or its Affiliate) may be reimbursed for claims submitted using Buyer's (or such Affiliate's) billing identification information; and (b) for purposes of Medicaid and any other Government Programs, until the applicable Medicaid program(s) or any other Government Program(s) or program agent(s) approves Buyer's (or its Affiliate's) provider enrollment application and/or approves assignment of the applicable provider Contract and issues the appropriate notice acknowledging that Buyer (or its Affiliate) may be reimbursed by the applicable Medicaid or other Government Program for claims submitted using Buyer's (or its Affiliate's) identification information. So long as such license remains in effect, each Seller (or its Affiliates) shall not act to: (i) terminate any of their billing identification information except as required by applicable Law; (ii) close any accounts used by any Seller prior to the Effective Time for purposes of receiving reimbursement; or (iii) cancel any electronic funds transfer agreements with respect to Medicare, Medicaid, TRICARE or any other Government Program. All accounts receivable and monies collected by any Seller or Seller Affiliate for services provided after the Effective Time shall belong to Buyer and/or its Affiliates, and Seller shall transmit any such monies collected to Buyer within ten (10) Business Days of receipt of such monies. Buyer shall, and shall cause each of its Affiliates to, indemnify, defend and hold harmless each Seller and any Seller Affiliates against, and reimburse each Seller and any Seller Affiliates for, all Liabilities incurred by any Seller and any Seller Affiliate in connection with Sellers' obligations under this Section 6.8.

6.9 Guaranty. Buyer Guarantor hereby guarantees the prompt and faithful performance and observation by Buyer of each and every obligation, covenant and agreement of Buyer contained in this Agreement (including the obligation to pay the Estimated Purchase Price and all Cure Costs and Transfer Taxes to Sellers at the Closing), the other Transaction Documents and any amendment, extension, renewal and/or modification thereof. The obligation of Buyer Guarantor under this Section 6.9 is an unconditional and irrevocable guaranty of payment and performance, and may be enforced directly against Buyer Guarantor as a primary obligation of Buyer Guarantor. This obligation is a continuing guaranty and shall remain in effect, and the obligations of Buyer Guarantor shall not be affected, modified or impaired by the extension of the time for performance or payment of money pursuant to this Agreement, or of the time for performance of any other obligations, covenants or agreements under or arising out of this Agreement, Transaction Documents or any ancillary documents hereto or the extension or the renewal thereof, whether or not with notice or consent of Buyer Guarantor. Buyer Guarantor agrees not to assert any defense that could not otherwise be asserted by Buyer. Buyer Guarantor hereby expressly waives any right or claim to force any Seller to proceed first against Buyer or any other guarantor or any other Person in the event of non-payment or non-performance. The obligations under this guaranty shall not be reduced, impaired or in any way affected by: (i) receivership, insolvency, bankruptcy or other Proceedings affecting Buyer or Buyer's assets; or (ii) receivership, insolvency, bankruptcy or other Proceedings affecting Buyer Guarantor or any of its assets. This guaranty covers any and all of the obligations of Buyer under this Agreement, the

other Transaction Documents and any amendment, extension, renewal and/or modification thereof, whether presently outstanding or arising subsequent to the date hereof. Buyer Guarantor hereby waives (w) notice of acceptance hereof, (x) grace, demand, presentment and protest with respect to the obligations under this Agreement, (y) notice of non-payment or other defaults, of intention to accelerate and of acceleration of the obligations under this Agreement and (z) any other notices, in each case of clauses (w) through (y), except to the extent expressly required under this Agreement to be given to Buyer.

6.10 Medical Staff. To ensure continuity of care in the community, Buyer agrees that each Hospital's medical staff members in good standing as of the Effective Time will maintain, to the extent consistent with criteria adopted by Buyer or an applicable Buyer Affiliate for the Hospitals, medical staff privileges without change in medical staff status (e.g., active, courtesy) at each respective Hospital as of the Effective Time, provided that, following, the Effective Time, Buyer or any applicable Buyer Affiliate shall have sole discretion to manage the medical staffs at each Hospital in accordance with such Hospital's medical staff by-laws as in effect from time to time and applicable Law.

6.11 Cooperation on Compliance Matters. Following the Effective Time, until the Wind-Up Date, if any compliance matter is identified by a Party for which another Party hereto may reasonably bear responsibility or exposure (a "**Compliance Matter**"), then such Party shall provide prompt written notice to such other Party. Because any such Compliance Matter may impact Buyer and each Seller, the Parties acknowledge that both Buyer and each Seller shall have a common interest in fully resolving all such Compliance Matters and cooperating in good faith to do so. To the extent necessary to preserve attorney client privilege and work product doctrine relating to the investigation or resolution of any Compliance Matter, the Parties agree that a common interest privilege shall exist with respect to any communications relating to the investigation and resolution of the Compliance Matter and, to the extent necessary and requested by any Party or its counsel, the Parties and their respective counsel shall enter into a written agreement to memorialize this common interest privilege existing among them relating to the Compliance Matter. The Parties will thereafter cooperate reasonably with each other in any internal investigations or audits and shall make available to the other, as reasonably requested, any and all relevant information and, further, shall provide personnel as may be reasonably necessary and appropriate for purposes of analyzing and resolving such Compliance Matter. In order to ensure the accuracy of any report of any Compliance Matter to a third party, the Parties agree that neither shall make any such report or disclosure to, or in respect of, any federally-funded or state-funded health care program, including Medicare, Medicaid, and TRICARE, or private third party payor or any other Governmental Authority with regulatory oversight with respect to any Compliance Matter which might give rise to Liability of the other Party without at least thirty (30) days' prior written notice to, and participation and approval of the report by, such other Party. All Parties agree to cooperate fully and in good faith as necessary in the resolution of all Compliance Matters, and Buyer and Sellers shall each bear its own expenses in connection therewith.

6.12 Changes to MPT Real Property. In connection with the MPT Real Property, no Seller or Seller Affiliate shall consent to or approve (to the extent it has the right to consent or approve) and shall use commercially reasonable efforts to cause MPT not to make any alteration or Encumbrance to, the title of the MPT Real Property between the Execution Date and the Closing Date, except for the sale of such MPT Real Property as contemplated by the MPT Real Property Purchase Agreement.

6.13 Wrong Pockets.

(a) In addition to any misdirected payments referenced in Section 6.6 to which each Seller is entitled, any asset or any Liability, all other remittances and all mail and other communications that is an Excluded Asset or an Excluded Liability (i) pursuant to the terms of this Agreement or (ii) absent such agreement, as finally determined by the Bankruptcy Court pursuant to Section 12.2, and which comes into the possession, custody or control of Buyer (or its successors-in-interest, assigns or Affiliates) shall

within ten (10) Business Days following receipt be transferred, assigned or conveyed by Buyer (and its respective successors-in-interest, assigns and Affiliates) to any Seller at such Seller's cost. Until such transfer, assignment and conveyance, Buyer, Buyer Guarantor, and their successors-in-interest, assigns and Affiliates, shall not have any right, title or interest in or obligation or responsibility with respect to such asset or Liability except that Buyer shall hold such asset in trust for the benefit of any Seller. Buyer, Buyer Guarantor, and their successors-in-interest, assigns and Affiliates, shall have neither the right to offset amounts payable to such Seller under this Section 6.13(a) against, nor the right to contest its obligation to transfer, assign and convey to such Seller because of, outstanding claims, Liabilities or obligations asserted by Buyer against such Seller including but not limited to pursuant to the Purchase Price adjustment of Section 1.9. For avoidance of doubt, in the event any portion of the Government Program Settlement Amount is released and paid by any Government Program to Buyer (or its successors-in-interest, assigns or Affiliates), Buyer shall pay such portion of the Government Program Settlement Amount to any Seller in accordance with this Section 6.13(a).

(b) In addition to any misdirected payments referenced in Section 6.7 to which Buyer is entitled, any asset or any Liability, all other remittances and all mail and other communications that is an Purchased Asset or an Assumed Liability (i) pursuant to the terms of this Agreement or (ii) absent such agreement, as finally determined by the Bankruptcy Court pursuant to Section 12.2, and which comes into the possession, custody or control of any Seller (or its successors-in-interest, assigns or Affiliates) shall within ten (10) Business Days following receipt be transferred, assigned or conveyed by such Seller (and its successors-in-interest, assigns and Affiliates) to Buyer or Buyer's designated Affiliate at Buyer's cost. Until such transfer, assignment and conveyance, each Seller and its successors-in-interest, assigns and Affiliates shall not have any right, title or interest in or obligation or responsibility with respect to such asset or Liability except that such Seller shall hold such asset in trust for the benefit of Buyer. Any Seller or any Seller Party and their respective successors-in-interest and assigns shall have neither the right to offset amounts payable to Buyer under this Section 6.13(b) against, nor the right to contest its obligation to transfer, assign and convey to Buyer because of, outstanding claims, Liabilities or obligations asserted by any Seller against Buyer including but not limited to pursuant to the Purchase Price adjustment of Section 1.9.

6.14 Closing Financials. Buyer shall cause the chief financial officer(s) responsible for the Facilities to complete the standardized closing of each Seller's financial records for the Business through the Closing Date including, without limitation, the closing of general ledger account reconciliations in form and substance consistent with past practice (collectively, the "**Closing Financials**"). Buyer shall cause the chief financial officer(s) responsible for the Facilities to use his or her good faith efforts to complete the Closing Financials by no later than the date which is ninety (90) days after the Closing Date. Each Seller shall reimburse Buyer for all out-of-pocket and documented expenses of Buyer associated with the preparation of the Closing Financials. Such reimbursement shall occur no later than the date which is fifteen (15) days after Buyer provides a written statement to each Seller which details such charges and expenses.

6.15 No Successor Liability. The Parties intend that, to the fullest extent permitted by Law (including under Section 363(f) of the Bankruptcy Code), upon the Closing, Buyer and its Affiliates shall not be deemed to: (a) be the successor of any Seller or any of their Affiliates, (b) have, de facto or otherwise, merged with or into any Seller or any of its Affiliates, (c) be a mere continuation or substantial continuation of any Seller or any of their Affiliates, or (d) be liable for any acts or omissions of any Seller or any of its Affiliates in the conduct of the Business or arising under, or related to, the Purchased Assets or the Business, other than as expressly set forth in Section 1.3. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer and its Affiliates shall not be liable for any Encumbrances or Liabilities (other than Permitted Encumbrances and Assumed Liabilities) against any Seller or any predecessors or Affiliates of any Seller, and Buyer and its Affiliates shall have no

successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any liabilities of any Seller or Affiliates of any Seller arising prior to the Closing Date.

6.16 Tail Insurance Coverage. Sellers shall maintain the Environmental Policy through May 15, 2027, and shall not cancel or seek a return of the premium with respect to the Environmental Policy. The TRACO Insurance Certificate for each Hospital shall reflect an indefinite extended reporting period for covered insureds.

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer and Buyer Guarantor to consummate the Contemplated Transactions and to perform their obligations in connection with the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions unless waived in writing by Buyer:

7.1 No Action or Proceeding. No Order of any Governmental Authority restraining, enjoining or otherwise preventing or delaying the consummation of this Agreement or the Contemplated Transaction hereby shall be outstanding, and no proceeding or investigations by or before, or otherwise involving, any Governmental Authority shall be threatened or pending against any Party which seeks to enjoin or prevent the consummation of the Contemplated Transactions or which seeks material damages in connection with the Contemplated Transactions.

7.2 Representations and Warranties. Each of the representations and warranties of each Seller contained in this Agreement contained in this Agreement shall be true and correct (without giving duplicative effect to any limitation or qualification as to Material Adverse Effect, materiality or similar phrases set forth therein) on and as of the Execution Date and on and as of the Closing Date (except to the extent that such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct on and as of such dates), except for all purposes of this Section 7.2 where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect.

7.3 Performance. Each Seller shall have performed and complied with, in each case in all material respects, all covenants contained in this Agreement that are required to be performed or complied with by any Seller or any Seller Affiliate at or prior to the Closing.

7.4 Pre-Closing Confirmations. (a) The Parties shall have obtained from the applicable Governmental Authorities, the Approvals set forth on Schedule 7.4(a), which Approvals shall not be subject to any Burdensome Condition, (b) if an appropriate filing of the Notification and Report Forms related to the Contemplated Transactions is required by the HSR Act, any applicable waiting period (and any extension thereof) under the HSR Act applicable to the Contemplated Transactions shall have expired or been terminated, and (c) the HPC shall have completed its review of the Contemplated Transactions.

7.5 No Restraints. No Law shall be in effect and no Governmental Authority shall have issued an Order that is then in effect restraining or prohibiting the consummation of the Contemplated Transactions.

7.6 Closing Documents. Sellers shall have executed and delivered to Buyer, or caused the appropriate Person to deliver to Buyer, all of the items required to be delivered by Sellers or such Person as contemplated by Section 2.2.

7.7 MPT Real Property. Without limiting Sellers' obligations under Section 2.2 and Section 7.6, the (a) MPT Real Property Purchase Agreement, (b) Existing MPT Lease Termination, and (c) Mechanics' Lien Releases, in each case, shall be in full force and effect, all closing conditions thereunder shall have been satisfied or waived, and the transactions contemplated under such agreements shall be consummated concurrently with the Closing.

7.8 Title. The Title Company shall be irrevocably committed to issue the Title Policies.

7.9 Material Adverse Event. There shall not have been any Material Adverse Effect since the Execution Date.

7.10 Schedules. The provisions of the Schedules, and any writing provided to Buyer pursuant to Section 3.13, that are updated by Sellers after the Execution Date pursuant to Section 12.18, the substance of which update would not reasonably be expected to have a material effect on the Business, Purchased Assets, financial condition or operation of the Business taken as a whole, shall be effective only if acceptable to Buyer as determined in Buyer's reasonable discretion; provided that with respect to any update, the substance of which would reasonably be expected to have a material effect on the Business as a whole, such updates shall be effective only if acceptable to Buyer as determined in Buyer's sole discretion.

7.11 Bankruptcy Matters. The Bankruptcy Court shall have entered the Sale Order, which shall be a Final Order, not subject to any stay, and reasonably acceptable to Buyer and subject to the conditions set forth in Section 5.17.

7.12 Provider Agreements. The Sale Order shall be entered in a form and substance reasonably satisfactory to Buyer, in each case, (i) providing that there are no outstanding overpayments, liabilities, penalties, or obligations under the Medicare and Massachusetts Medicaid provider agreements constituting Purchased Assets hereunder (the "Provider Agreements") that would, in any way, be transferred to, assumed or otherwise become the responsibility of Buyer (except for any amounts payable by the Buyer in the circumstances contemplated in Section 5.17(d)(v)(b)); and (ii) releasing Buyer and its designated Affiliates from any liability, claim, offset, penalty, demand or other payment obligation that CMS and/or the Massachusetts Medicaid agency ("MassHealth") has, had, or may in the future have, whether now known or unknown, whether existing or hereinafter arising, whether asserted or unasserted, arising under or associated with the Provider Agreements and involving the actions or inactions of the any Seller or Seller Affiliate or services provided by or payments made to any Seller or Seller Affiliate prior to Closing. For the avoidance of doubt the Sale Order shall provide that Buyer will not, except for any amounts payable by Buyer in the circumstances contemplated in Section 5.17(d)(v)(b), Buyer will not be responsible for any liabilities or claims, whether now known or unknown, whether existing or hereinafter arising, whether asserted or unasserted, that CMS and/or MassHealth had, have or may in the future have associated with the Provider Agreements in the pre-Closing period.

7.13 Required Payor Agreements. Buyer or its designated Affiliate shall have entered into the Required Payor Agreements.

7.14 Essential Contracts. Sellers shall have delivered Lease Assignments and Assignment and Assumption Agreements with respect to each Essential Contract that is in full force and effect and, concurrent with the Closing, all right, title, and interest in and to each Essential Contract will be assigned, transferred, and conveyed to Buyer or Buyer's designated Affiliate.

7.15 Tail Insurance. Each Seller or its Affiliates shall have procured Tail Insurance Coverage reasonably satisfactory to Buyer.

7.16 Critical Services. Sellers shall have used commercially reasonably efforts to maintain operations of the Critical Services at the Facilities at least at substantially the same level of operations as of the Execution Date.

7.17 Schedules and Exhibits. Buyer has received from Seller (a) all completed Schedules for Morton, (b) completed Schedule 1.1(b)-1 and Schedule 1.1(e)-1 for St. Anne's, and (c) completed Exhibits, which in each case have been mutually agreed upon by the Parties.

7.18 Due Diligence. Buyer shall have completed to its satisfaction, as determined in its reasonable discretion, its due diligence investigation of those certain items with respect to Morton as specifically set forth on Schedule 7.18. If Buyer is not so satisfied and elects not to proceed with the Closing as a result thereof, Buyer shall have the right, exercisable in its reasonable discretion, to terminate this Agreement and elect not to proceed with the Contemplated Transactions by providing written notice to Sellers no later than fourteen (14) days after the Execution Date; provided, however, if Buyer does not so terminate this Agreement, the condition described in this Section 7.18 shall be deemed to be null and void after such date.

7.19 Massachusetts Funding Obligation. Buyer has (a) received a written commitment from the Commonwealth of Massachusetts to fund the Buyer or its designated Affiliate, or (b) the Commonwealth of Massachusetts has otherwise made arrangements to fund the Buyer or its designated Affiliates, an amount agreed to between Buyer and the Commonwealth of Massachusetts, as disclosed by Buyer's counsel to Seller's counsel in writing on the Execution Date, for the purpose of Buyer's continued operation of Morton.

7.20 Sufficiency of Cash Proceeds. The Estimated Purchase Price is equal to or greater than zero dollars ($0) or Sellers have agreed in writing to pay such amount of the Cure Costs directly with cash on hand from sources other than the Estimated Purchase Price to make the forgoing condition true.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

The obligation of Sellers to consummate the Contemplated Transactions and to perform their obligations in connection with the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions unless waived in writing by Sellers:

8.1 No Action or Proceeding. No Order of any Governmental Authority restraining, enjoining or otherwise preventing or delaying the consummation of this Agreement or the Contemplated Transaction hereby shall be outstanding, and no proceeding or investigations by or before, or otherwise involving, any Governmental Authority shall be threatened or pending against any Party which seeks to enjoin or prevent the consummation of the Contemplated Transactions or which seeks material damages in connection with the Contemplated Transactions.

8.2 Representations and Warranties. Each of the representations and warranties of Buyer and Buyer Guarantor contained in this Agreement shall be true and correct in all material respects (without giving duplicative effect to any limitation or qualification as to Material Adverse Effect, materiality or similar phrases set forth therein) on and as of the Execution Date and on and as of the Closing Date (except to the extent that such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct on and as of such dates), except (for all purposes of this Section 8.2) where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Buyer Material Adverse Effect.

8.3 Performance. Buyer and Buyer Guarantor shall have performed and complied with, in each case in all material respects, all covenants contained in this Agreement that are required to be performed or complied with by Buyer or Buyer Guarantor at or prior to the Closing.

8.4 No Restraints. No Law shall be in effect, and no Governmental Authority shall have issued an Order that is then in effect restraining or prohibiting the consummation of the Contemplated Transactions.

8.5 Pre-Closing Confirmations. (a) The Parties shall have obtained from the applicable Governmental Authorities, the Approvals set forth on Schedule 7.4(a) effective as of the Effective Time and (b) if any appropriate filing of the Notification and Report Forms relating to the Contemplated Transactions is required by the HSR Act, any applicable waiting period (and any extension thereof) under the HSR Act applicable to the Contemplated Transactions shall have expired or been terminated.

8.6 Closing Documents. Buyer and Buyer Guarantor shall have executed and delivered to Sellers all of the items required to be delivered by Buyer or Buyer Guarantor as contemplated by Section 2.2.

8.7 Adverse Change. Neither Buyer nor Buyer Guarantor shall (a) be in receivership or dissolution, (b) have made any assignment for the benefit of creditors, (c) have admitted in writing its inability to pay its debts as they mature, (d) have been adjudicated bankrupt or (e) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy Law or any other similar Law.

8.8 MPT Real Property. The MPT Real Property Purchase Agreement shall be in full force and effect, all closing conditions thereunder shall have been satisfied or waived, and the transactions contemplated under such agreements shall be consummated concurrently with the Closing.

8.9 Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall not be subject to any stay.

8.10 Sufficiency of Cash Proceeds. The Estimated Purchase Price to be paid to, or on behalf of, Sellers on the Closing Date, shall be either (a) equal to or greater than the Seller Transaction Expenses or (b) if the Seller Transaction Expenses are greater than the Estimated Purchase Price paid to Sellers at Closing, Sellers have received sufficient funds from any Seller's lenders or other third-party at Closing to pay the remainder of such Seller Transaction Expenses.

9. BANKRUPTCY MATTERS

9.1 [Reserved].Bankruptcy Court Filings.

(a) As promptly as practicable following the execution of this Agreement, Sellers shall file with the Bankruptcy Court the Sale Motion seeking approval of the Sale Order.

(b) Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. Buyer shall not, without the prior written consent of the Sellers (which consent shall not be unreasonably withheld), file, join in, or otherwise support in any manner whatsoever any motion

or other pleading relating to the sale of the Purchase Assets hereunder. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Sellers and Buyer shall use their respective commercially reasonable efforts to defend such appeal.

9.3 Back-up Bidder. Sellers and Buyer agree that, in the event that Buyer is not the Winning Bidder at the auction undertaking pursuant to the Bidding Procedures Order (the "**Auction**"), if and only if (a) Buyer submits the second highest or second best bid at the Auction and is named the "Back-Up Bidder" at the Auction, in each case, as determined by Sellers, and (b) Sellers give notice to Buyer on or before the Back-up Termination Date, stating that Sellers and Seller Affiliates (i) failed to consummate the sale with the Winning Bidder, and (ii) has terminated the definitive agreement with the Winning Bidder, Buyer shall promptly consummate the Contemplated Transaction upon the terms and conditions as set forth herein, including the Purchase Price, as the same may be increased by Buyer at the Auction.

9.4 Specific Performance.

(a) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party agrees that, in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party shall be entitled (in addition to any other equitable remedy that may be available to it) to obtain, without proof of actual damages, (i) a decree or other Order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach.

(b) Each Party acknowledges and agrees that (i) it will not oppose any equitable relief or equitable remedy referred to in this Section 9.4 on the grounds that any other remedy is available at law or in equity, and (ii) no Party will be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any equitable relief or equitable remedy referred to in this Section 9.4 (and it hereby irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument).

10. TAX MATTERS

10.1 Allocation of Purchase Price. The Parties agree that Sellers and Buyer shall negotiate in good faith to agree upon an allocation ("**Allocation**") of the Purchase Price as determined for applicable Tax purposes among the Purchased Assets in accordance with Sections 755 and 1060 of the Code and the Treasury Regulations thereunder (and any other relevant provisions of the Code or any similar provisions of state or local Law, as appropriate) and the principles set forth in the allocation methodology attached hereto as Exhibit P (the "**Allocation Methodology**"). Buyer shall deliver, no later than sixty (60) days following the final determination of the Purchase Price, a schedule allocating all such amounts as provided in this Section 10.1 in accordance with the Allocation Methodology (the "**Allocation Schedule**"). Sellers shall provide written comments to Buyer within fifteen (15) days of receipt of the Allocation Schedule, and Buyer and Sellers shall work together in good faith to seek an agreement on the Allocation Schedule. If Seller and Buyer are unable to reach an agreement regarding such allocation within sixty (60) days of the Buyer's delivery (or by such other deadline as Sellers and Buyer agree in writing), Buyer and Sellers shall submit their disagreement to the Accounting Firm for resolution pursuant to the procedure set forth in Section 1.9; provided that the Accounting Firm shall make its determination in accordance with the Allocation Methodology (such Allocation Schedule that is (i) prepared by the Buyer and not timely objected to by any Seller, (ii) as agreed by the Buyer and Sellers, or (iii) as determined by the Accounting Firm, the "**Final Allocation Schedule**"). Buyer, Sellers and their respective Affiliates shall (a) be bound by the Final Allocation Schedule for purposes of determining any Taxes; (b) prepare and file their Tax Returns on a basis consistent with the Final Allocation Schedule; and (c) take no position inconsistent with the Final

Allocation Schedule on any applicable Tax Return or in any proceeding with respect to Taxes, absent a final determination within the meaning of Section 1313 of the Code to the contrary. In the event that the Final Allocation Schedule is disputed by any Governmental Authority, the Party receiving notice of the dispute shall notify the other Party (as soon as reasonably practicable following the receipt of notice of such dispute) of such notice. Any adjustments to the Purchase Price as determined for Tax purposes following the Closing shall be reported in a manner consistent with the Allocation Methodology, the Allocation Schedule, and this Section 10.1.

10.2 Cooperation. Following the Closing, each Party shall use commercially reasonable efforts to cooperate with the other Party in connection with the preparation of any Tax Returns, the defense of any Proceeding related to Taxes, or any other matters with respect to Taxes, and shall use commercially reasonable efforts to make available to the other Party, as reasonably requested, all information, records or documents relating to Taxes with respect to the Purchased Assets or the Business for all periods, and shall use commercially reasonable efforts to preserve or cause to be preserved all such information, records and documents at least until the earlier of (x) expiration of any applicable statute of limitations or extensions thereof or (y) five (5) years after the Closing.

10.3 Transfer Taxes. All Transfer Taxes incurred in connection with the Contemplated Transactions shall be borne one-half by Buyer and one-half by Seller. The Party required by Law will timely file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and out-of-pocket costs associated with the filing shall be borne one half by Buyer and one half by Sellers. The non-filing Party agrees to cooperate with the filing Party's reasonable requests in the filing of any Tax Returns with respect to Transfer Taxes, including promptly supplying any information in its possession that is reasonably necessary to complete such returns and, if applicable, promptly reimburse the filing Party for its share of any Transfer Taxes upon receipt of evidence reasonably satisfactory to the non-filing Party of the amount of such Transfer Taxes. The Parties shall also cooperate and use commercially reasonable efforts to take, reduce, or eliminate any such Transfer Taxes to the extent permitted by applicable Law. If required by applicable Law, the applicable Party will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

10.4 Apportionment of Taxes.

(a) All real property Taxes, personal property Taxes, and any other similar Taxes or obligations (but excluding, for the avoidance of doubt, any Transfer Taxes) levied with respect to the Purchased Assets for a taxable period that includes (but does not end on) the Closing Date (collectively, the "**Apportioned Taxes**") will be apportioned between Sellers, on the one hand, and Buyer, on the other hand, based on (a) in the case of Sellers, the number of days in the taxable period on and prior to the Closing Date and (b) in the case of Buyer, the number of days in the taxable period after the Closing Date. The amount of all Apportioned Taxes and the costs related to the filing of all applicable filings, reports and returns with respect to the Apportioned Taxes shall be estimated and prorated at the Closing using procedures analogous to those set forth in Section 1.10, *mutatis mutandis*, and Sellers shall timely pay (or cause to be timely paid) all Apportioned Taxes and related costs that are due and payable prior to Closing and timely file (or cause to be timely filed) all applicable filings, reports and returns with respect to such Apportioned Taxes as provided by applicable Law that are due prior to Closing (and Buyer shall promptly reimburse Sellers for any Apportioned Taxes apportioned to Buyer). Buyer shall timely pay (or cause to be timely paid) all Apportioned Taxes and related costs that are not paid prior to Closing and timely file (or cause to be timely filed) all applicable filings, reports and returns with respect to such Apportioned Taxes as provided by applicable Law that have not been filed prior to Closing (and Sellers shall promptly reimburse Buyer for any Apportioned Taxes apportioned to Sellers).

10.5 Post-Closing Actions. Except with the prior written consent of Sellers, not to be unreasonably withheld, conditioned or delayed, or as required by applicable Law, or as explicitly contemplated in this Agreement, Buyer will not, and will cause Buyer's Affiliates not to, make any election with respect to Taxes with respect to the Purchased Assets that would retroactively apply to a Pre-Closing Tax Period.

11. TERMINATION; GOOD FAITH DEPOSIT.

11.1 Termination; Good Faith Deposit.

Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing as follows:

(a) by mutual written consent of Buyer and Sellers;

(b) by either Buyer or any Seller upon delivery of written notice to the other if the Closing has not occurred on or before 5:00 p.m., Central Time, on September 30, 2024 (the "**End Date**");

(c) by Buyer upon delivery of written notice to Sellers, if there has been a breach of any representation, warranty, covenant or agreement made by any Seller in this Agreement or in any other Transaction Document, which breach (i) would give rise to the failure of a condition set forth in Section 7 to be satisfied and (ii) either (A) cannot be cured by the End Date, or (B) if capable of being cured, shall not have been cured by the earlier of (1) thirty (30) days following receipt of written notice from Buyer of such breach or (2) the date that is three (3) days prior to the End Date;

(d) by any Seller upon delivery of written notice to Buyer, if there has been a breach of any representation, warranty, covenant or agreement made by Buyer in this Agreement or in any other Transaction Document, which breach (i) would give rise to the failure of a condition set forth in Section 8 to be satisfied and (ii) either (A) cannot be cured prior to the End Date, or (B) if capable of being cured, shall not have been cured by the earlier of (1) thirty (30) days following receipt of written notice from any Seller of such breach or (2) the date that is three (3) days prior to the End Date;

(e) by any Seller if the board of directors (or other equivalent governing body) of such Party determines in good faith after consultation with outside counsel that its continued performance under this Agreement or any other Transaction Document would be reasonably likely to cause the Sellers to violate applicable Law, Healthcare Law or would otherwise, in Seller's reasonable discretion, endanger patient safety;

(f) by Buyer if the Back-Up Termination Date has occurred if the Buyer is not the Winning Bidder at the Auction but is the Back-Up Bidder;

(g) by any Seller or Buyer, if, prior to the Closing, the Chapter 11 Cases are dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code;

(h) by Buyer immediately after the closing of the Auction if Buyer is not the Winning Bidder or the Back-Up Bidder;

(i) by any Seller or Buyer upon delivery of written notice to the other if any Governmental Authority shall have issued or entered any Order, enacted any Law or taken any other action which, in any such case, restrains, enjoins or otherwise prohibits the consummation of all or any of the Contemplated Transactions;

(j) by either Buyer or Sellers upon termination of the MPT Real Property Purchase Agreement, or by Sellers if the MPT Real Property Purchase Agreement is not entered into prior to or at the Effective Time;

(k) by either Buyer or Sellers if the Federal Trade Commission or Department of Justice issues a "Request for Additional Information or Documentary Material" to either Sellers or Buyer (or their respective Affiliates) in connection with the Contemplated Transactions;

(l) by either Buyer or Sellers if HPC elects to perform a "Cost and Market Impact Review" in connection with the Contemplated Transactions;

(m) by Buyer, pursuant to Section 7.18;

(n) by any Seller upon delivery of written notice to Buyer, if (i) the conditions set forth in Section 7 have been satisfied (other than those conditions that by their terms are to be satisfied at Closing, provided that each of which is capable of being satisfied if the Closing were to occur at such time), (ii) Seller is prepared to complete the Closing, and (iii) Buyer does not complete the Closing within three (3) Business Days; or

(o) by Seller upon delivery of written notice to Buyer from and after 5:00 p.m. Central Time on August 31, 2024 or any such later date if Sellers do not have, and have not obtained, at any such time, sufficient funding from a third party to continue operating the Business.

11.2 Good Faith Deposit. Concurrent with the execution and delivery of this Agreement, Buyer shall provide a good faith deposit towards the Purchase Price in the amount of Seventeen Million and Five Hundred Thousand Dollars ($17,500,000) (the "**Good Faith Deposit**"). The Good Faith Deposit shall be deposited by wire transfer of immediately available funds to, and be maintained in, a segregated account maintained by Acquiom Clearinghouse LLC (the "**Escrow Holder**"). Upon the termination of this Agreement, the Good Faith Deposit shall be forfeited by Buyer and Sellers shall be entitled to unilaterally instruct the Escrow Holder to release the Good Faith Deposit to Sellers (the "**Buyer Termination Fee**"), provided, that if this Agreement is terminated pursuant to any of Sections 11.1(a), 11.1(b), 11.1(c), 11.1(e), 11.1(f), 11.1(g), 11.1(h), 11.1(i), 11.1(j), or 11.1(o), then Sellers shall instruct the Escrow Holder to release the Good Faith Deposit to Buyer from the Escrow Holder within five (5) Business Days after termination of this Agreement.

11.3 Effect of Termination

(a) In the event of any termination of this Agreement by either Buyer or Sellers as provided in Section 11.1, this Agreement shall forthwith become void, and there shall be no Liability on the part of any Party or any of its Affiliates to any other Person resulting from, arising out of, relating to, or in connection with this Agreement or any other Transaction Document, except that (a) nothing in this Agreement or any other Transaction Document will relieve any Party from any willful and intentional breach of this Agreement prior to such termination or for Fraud (b) application of any Liability associated with the Buyer Termination Fee in Section 11.2 shall survive any termination of this Agreement, and (c) Section 5.14 (*Confidentiality*), this Section 11.3 (*Effect of Termination*) and Section 12 (*General*) shall survive any termination of this Agreement and each Party shall be entitled to all remedies available at law or in equity (including specific performance) in connection with any past or future breach of any such provision.

(b) In the event of a termination of this Agreement pursuant to this Section 11, notwithstanding anything in this Agreement or in any other Transaction Document to the contrary, (i)

except in the event of Fraud, the maximum aggregate Liability of Sellers under this Agreement shall not exceed an aggregate amount equal to the Good Faith Deposit; and (ii) in no event shall any Party have any Liability under this Agreement (including under this Section 11) for any consequential, special, incidental, indirect, multiplied, exemplary or punitive damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to a breach or alleged breach of this Agreement); provided, that such limitation set forth in paragraph (ii) of this Section 11.3(b) shall not limit any Party's right to recover contract damages in connection with or resulting from such Party's failure to close the Contemplated Transactions in breach or violation of this Agreement.

12. GENERAL

12.1 Notice. Any notice, demand or other communication required, permitted or desired to be given hereunder must be in writing and shall be deemed effectively given (a) when personally delivered, (b) one (1) Business Day after being sent by the addressee if sent by a nationally recognized overnight courier, (c) on the date transmitted via electronic mail with a delivery receipt requested, if sent on a Business Day between 9:00 AM and 9:00 PM in the time zone of the recipient, or if sent outside of such hours, on the next Business Day at 9:00 AM in the time zone of the recipient; provided, however, if notice is given via electronic mail, a physical copy of such notice must also be provided by prompt notice by United States mail or overnight courier, or (d) on the fifth (5th) day after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in each case, addressed as follows:

If to any Seller:

c/o Steward Health Care System LLC
1900 N Pearl St #2400
Dallas, Texas 75201
Attention: Jeffrey Morales
Email: Jeffrey.Morales@steward.org;

With simultaneous copy (which shall not constitute notice) to:

McDermott Will & Emery LLP
200 Clarendon Street, Floor 58
Boston, MA 02116
Attention: Charles Buck
Email: cbuck@mwe.com

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Ray C. Schrock, Candace M. Arthur,
David J. Cohen, Naomi Munz
Email: ray.schrock@weil.com;
candace.arthur@weil.com; davidj.cohen@weil.com;
naomi.munz@weil.com

If to Buyer:

c/o Lifespan Corporation
167 Point Street
Providence, RI 02903
Attention: Paul Adler
Email: PAdler@Lifespan.org

With simultaneous copy (which shall not constitute notice) to:

Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, MA 02199
Attention: Benjamin A. Wilson
Email: Benjamin.Wilson@ropesgray.com

or to such other address, and to the attention of such other Person or officer as any Party may designate.

12.2 Choice of Law; Venue.

(a) The Parties agree that all disagreements, disputes or claims arising out of or relating to this Agreement or the Contemplated Transactions shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

(b) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Claim (as defined below) which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Contemplated Transactions, and (ii) any and all Proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.1; provided, however, upon the closing of the Chapter 11 Cases, the Parties agree to unconditionally and hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware sitting in Wilmington, Delaware (or if such court declines to exercise such jurisdiction in any appropriate state or federal court in the State of Delaware sitting in Wilmington, Delaware) over any action, arbitration, charge, claim, complaint, demand, dispute, litigation or Proceeding arising from or relating to this Agreement (a "**Claim**"), and the Parties hereto hereby irrevocably agree that all Claims shall be heard and determined in such court. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. The Parties hereto agree that a final judgment with respect to any such Claim shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

12.3 Benefit; Assignment; Delegation. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal Representatives, successors and permitted assigns and delegates. No Party may assign any of its rights hereunder or delegate any of its duties hereunder without the prior written consent of the other Parties; provided, however, that Buyer and any Seller, without the prior consent of the other Parties, may assign any of their respective rights hereunder or delegate any of its duties hereunder to such Party's Affiliates (as applicable), or, for collateral security purposes, to Persons providing financing to such Party or its Affiliates, but in such event, each such Party shall be required to remain obligated hereunder in the same manner as if such assignment or delegation had not been effected.

12.4 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

12.5 Legal Advice and Reliance. Except as expressly provided in this Agreement, none of the Parties (nor any of the Parties' respective Representatives) has made or is making any representations to any other Party (or to any other Party's Representatives) concerning the consequences of the Contemplated Transactions under applicable Laws, including Tax-related Laws or under the Laws governing the Government Programs. Except for the representations and warranties made in this Agreement, each Party has relied solely upon the Tax, Government Program and other advice of its own Representatives engaged by such Party and not on any such advice provided by any other Party.

12.6 No Survival. Except (i) as set forth in Section 11.2 and Section 11.3 and (ii) for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing (which covenants shall survive the Effective Time in accordance with their terms), none of the representations, warranties, or covenants of any Party set forth in this Agreement shall survive, and each of the same shall terminate and be of no further force or effect as of, the Effective Time.

12.7 Reproduction of Documents. This Agreement and the other Transaction Documents, including (a) consents, waivers and modifications which may hereafter be executed, (b) the documents delivered at the Closing, and (c) financial statements, certificates and other information previously or hereafter furnished to Sellers or to Buyer, may, subject to the provisions of Section 5.14 and Section 6.3(a), be reproduced by Sellers and by Buyer or its designated Affiliate by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process, and Sellers and Buyer may destroy any original documents so reproduced. Sellers and Buyer agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitral or administrative Proceeding (whether or not the original is in existence and whether or not such reproduction was made by Sellers or Buyer in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

12.8 Cost of Transaction; Legal Fees and Cost of Disputes. Except as otherwise provided herein, including Section 8.10 the Parties agree that, whether or not the Contemplated Transactions shall be consummated: (a) Sellers will pay the fees, expenses and disbursements of any Seller and their respective Representatives incurred in connection with the subject matter hereof and any amendments hereto, and (b) Buyer will pay (i) the fees, expenses and disbursements of Buyer and its Representatives incurred in connection with the subject matter hereof and any amendments hereto; (ii) fees, expenses and disbursements in connection with the Commitments, Title Policy, Surveys, Zoning Reports and any environmental investigations conducted by Buyer in respect of the Owned Real Property or the Leased Real Property (including the MPT Real Property); (iii) the HSR filing fee to be incurred in connection with the HSR filing contemplated by Section 5.5; (iv) Buyer's portion of the Transfer Taxes in accordance with Section 10.3; and (v) all Cure Costs.

12.9 Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof.

12.10 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of Buyer or any Seller under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

12.11 No Inferences; Sophisticated Parties. Each Party acknowledges and agrees to the following: (a) all of the Parties are sophisticated and represented by experienced healthcare and transactional counsel in the negotiation and preparation of this Agreement; (b) this Agreement is the result of lengthy and extensive negotiations between the Parties and an equal amount of drafting by all Parties; (c) this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations; and (d) no inference in favor of, or against, any Party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such Party.

12.12 Divisions and Headings of this Agreement. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

12.13 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of Buyer, Sellers and the Seller Parties, and such parties' respective Affiliates, permitted successors, assigns, or delegates, and it is not the intention of the Parties to confer, and, this Agreement shall not confer, third-party beneficiary rights upon any other Person, including any employee or member of the medical staff of any Hospital.

12.14 Entire Agreement; Amendment. This Agreement (inclusive of Exhibits and Schedules), together with the other Transaction Documents and the Confidentiality Agreement and any other agreement which specifically references this Section 12.14, represent the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior or contemporaneous oral or written understandings, negotiations, letters of intent or agreements between the Parties. This Section 12.14 shall be deemed a "merger" clause under Delaware Law, and this Agreement (together with the other Transaction Documents and the Confidentiality Agreement) is intended as a complete integration of the agreement of the Parties. No modifications of, amendments to, or waivers of any rights or duties under this Agreement shall be valid or enforceable unless and until made in writing and signed by all Parties.

12.15 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The facsimile signature of any Party or other Person to this Agreement or any other Transaction Document or a PDF copy of the signature of any Party or other Person to this Agreement or any other Transaction Document delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original Contract.

12.16 Other Owners of Purchased Assets. The Parties acknowledge that certain Purchased Assets may be owned by one or more Seller Affiliates rather than any Seller. Notwithstanding the foregoing, and for purposes of all representations, warranties, covenants and agreements contained herein, Sellers agree that (a) their obligations with respect to any Purchased Assets shall be joint and several with any Seller Affiliate which owns such Purchased Assets, and (b) it has the legal capacity to cause, and it shall cause, any Seller Affiliate that owns any Purchased Assets to meet the obligations of Sellers under this Agreement with respect to such Purchased Assets. Sellers hereby waive any defense to a claim made by Buyer under this Agreement based on the failure of any Person who owns the Purchased Assets to be a Party.

12.17 Non-Recourse. All claims, obligations, Liabilities, actions or causes of action (whether in Contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly

limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their successors and assigns ("Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other Representative of, and any lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other Representative of, and any lender to, any of the foregoing ("Nonparty Affiliates"), shall have any Liability (whether in Contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or other Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or their negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, causes of action, obligations and other Liabilities against any such Nonparty Affiliates. It is expressly agreed that the Nonparty Affiliates to whom this Section 12.17 applies shall be third-party beneficiaries of this Section 12.17.

12.18 Schedules. From the Execution Date until the date that is ten (10) Business Days prior to the Closing Date, the Parties agree that Sellers shall, subject only to the terms of Section 7.10, update any information in the Schedules to the extent necessary to describe facts, circumstances, or conditions that did not exist on or have changed since the Execution Date. Subject only to the terms of Section 7.10, Sellers may also update any writing provided to Buyer pursuant to Section 3.13, in accordance with the mechanism set forth above in this Section 12.18 with respect to the updating of the Schedules.

12.19 Interpretation.

In this Agreement, unless the context otherwise requires:

(a) references to this Agreement are references to this Agreement and to the Exhibits and Schedules attached or delivered with respect hereto or expressly incorporated herein by reference; each Schedule is hereby incorporated by reference into this Agreement and will be considered a part hereof as if set forth herein in full;

(b) references to "Sections" are references to sections of this Agreement;

(c) references to any Party shall include references to its respective successors and permitted assigns and delegates;

(d) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Agreement;

(e) references to any agreement (including this Agreement) are references to that agreement as amended, consolidated, supplemented, novated or replaced in accordance with the terms and conditions therein from time to time;

(f) unless the context requires otherwise, references to any Law are references to that Law as in effect from time to time, and shall also refer to all rules and regulations promulgated thereunder;

(g) the word "including" (and all derivations thereof) means "including, without limitation," and any lists or examples following the word "including" or the phrase "including, without limitation," are intended to be nonexclusive examples solely for the purpose of illustration and without the intention of limiting the text preceding such lists or examples;

(h) references to time are references to Eastern Standard Time or Eastern Daylight Time (as in effect on the applicable day) unless otherwise specified herein;

(i) the gender of all words herein include the masculine, feminine and neuter, and the number of all words herein include the singular and plural;

(j) the provisions of this Agreement shall be interpreted in such a manner so as not to inequitably benefit or burden any Party through "double counting" of assets or Liabilities, including in connection with (i) the determination of the adjustments contemplated by Section 1.9; and (ii) the calculation of Losses;

(k) the term "date hereof," and similar terms shall mean the date set forth in the preamble to this Agreement;

(l) the phrases "Sellers have delivered," "Sellers have provided," "Sellers have made available" and phrases of similar import shall mean that, Sellers or their Representatives have made the document or information in question available to Buyer and its employees and Representatives at least one (1) Business Day prior to the date hereof by posting a copy thereof to the virtual data rooms titled "Project Golden Sun – MA South" hosted by DFin by Donnelley Financial Solutions;

(m) references to the "ordinary course of business" shall mean the ordinary course of business consistent with past practice of the Business during the most recent twelve (12) months;

(n) references to "day" shall mean calendar day, unless otherwise specified herein; and

(o) if any provision of this Agreement requires a Party to obtain the consent of another Party, such consent may be withheld or conditioned in the requested Party's sole and absolute discretion unless otherwise expressly provided herein.

12.20 Further Assurances and Cooperation. From the Closing Date until the Wind-Up Date, the Parties shall promptly execute, acknowledge, and deliver any other assurances or documents reasonably requested by any other Party in connection with the Contemplated Transactions or to evidence title, the assumption of the Assumed Liabilities or to provide Buyer or any Seller with the benefits contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

STEWARD ST. ANNE'S HOSPITAL CORPORATION

DocuSigned by:
By: _____
D6044286547E4F2...
Name: John Castellano
Title: Chief Restructuring Officer

SELLER:

MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.

DocuSigned by:
D6044286547E4F2...

By: _____
Name: John Castellano
Title: Chief Restructuring Officer

BUYER:

LIFESPAN OF MASSACHUSETTS, INC.

By: Marcia Neiberg
Name: Marcia Neiberg
Title: President

BUYER GUARANTOR:

LIFESPAN CORPORATION

By: _____
Name: John Fernandez
Title: President and Chief Executive Officer

ANNEX A – DEFINITIONS

"**Accounting Firm**" is defined in Section 1.9(c).

"**Action**" means any complaint, claim, charge, prosecution, indictment, action, suit, arbitration, audit, hearing, litigation, inquiry, investigation or proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought or asserted by any Person or group of Persons or Governmental Authority or conducted or heard by or before any Governmental Authority or any arbitration tribunal.

"**Affiliate**" means, as to the Person in question, any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question and any successors or assigns of such Person; provided that, with respect to any Seller or Seller Party, for all purposes herein, "Affiliate" shall mean Steward Health Care System, LLC, each of its direct and indirect Subsidiaries, and any other debtor in the Chapter 11 Cases; provided further that with respect to SMG, for all purposes herein, "Affiliate" shall include each of the SMG Entities that is involved in the Business. For purposes of this definition, "control" means possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a Person whether through ownership of voting securities, by Contract or otherwise.

"**Affiliate Lease**" means any leases pursuant to which each Seller or Seller Party has leased to, as landlord or sublandlord, or leased from, as tenant or subtenant, any portion of the Owned Real Property or the Leased Real Property to, or from, any Seller Affiliate, all of which are set forth on Schedule A, together with any amendments, supplements, exhibits, addenda and modification thereto.

"**Agreement**" is defined in the preamble to this Agreement.

"**Allocation**" is defined in Section 10.1.

"**ALTA**" means the American Land Title Association.

"**Antitrust Laws**" means any Laws that are designed or intended to preserve and protect competition, prohibit, restrict or regulate actions having the purpose or effect of monopolization, attempted monopolization, or restraint of trade, including the HSR Act, the Sherman Antitrust Act of 1890, the Clayton Antitrust Act of 1914, and the Federal Trade Commission Act of 1914, in each case, as amended.

"**Apportioned Taxes**" is defined in Section 10.4.

"**Approval**" means any approval, action, authorization, consent, notice, qualification or registration, or any extension, modification, amendment or waiver of any of the foregoing, of or from, or any notice, statement, filing or other communication to be filed with or delivered to, any Governmental Authority, Private Program or other Person, in each case, in connection with the operation of the Business or the consummation of the Contemplated Transactions, as applicable.

"**Assignment and Assumption Agreement**" is defined in Section 2.2(c).

"**Assumed CBAs**" is defined in Section 6.1(c).

"**Assumed Contracts**" is defined in Section 1.1(e).

"**Assumed Leases**" is defined in Section 1.1(b).

"**Assumed Liabilities**" is defined in Section 1.3.

"**Assumed Paid Time Off**" is defined in Section 6.1(g).

"**Assumed Third-Party Claims**" is defined in Section 1.1(g)(vi).

"**Available Contract Schedule**" is defined in Section 1.5(a).

"**Avoidance Action**" means any claim, right or cause of action of any Seller for avoidance, recovery, subordination or other relief arising under Chapter 5 of the Bankruptcy Code or applicable state fraudulent conveyance, fraudulent transfer or similar Laws.

"**Back-up Termination Date**" means the first to occur of (a) consummation of the transaction with the Winning Bidder at the Auction and (b) Buyer's receipt of notice from Sellers of the release by Sellers of Buyer's obligations under Section 9.2(b), and (c) October 31, 2024.

"**Balance Sheet Date**" means May 31, 2024.

"**Bankruptcy Code**" is defined in the Recitals.

"**Bankruptcy Court**" is defined in the Recitals.

"**Bidding Procedures Order**" means that certain Order of the Bankruptcy Court filed with the Bankruptcy Court on May 15, 2024.

"**Bill of Sale**" is defined in Section 2.2(b).

"**Books and Records**" means originals, or where not available, copies (including in electronic format), of books and records maintained in connection with the Business or the Purchased Assets, including books and records relating to books of account, ledgers and general financial accounting records, non-income Tax records, personnel records (including Forms I-9), machinery and equipment maintenance files, patient and customer lists, price lists, distribution lists, supplier lists, quality control records and procedures, customer and patient complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records, strategic plans, marketing plans, internal financial statements and marketing and promotional surveys, pricing and cost information, material and research, in each case, to the extent such books and records are located at the Facilities or are exclusively used or held for use in, or otherwise exclusively relate to, the Business.

"**Burdensome Condition**" means any condition, covenant, or restriction imposed by the Centers for Medicare and Medicaid Services, Massachusetts Attorney General's Office, Rhode Island Attorney General's Office, Massachusetts Department of Public Health, the Massachusetts Health Policy Commission and the Executive Office of Health and Human Services, including MassHealth and the Massachusetts Department of Mental Health, on its grant of any consent, authorization, Order, approval or exemption in connection with the Contemplated Transactions that (i) with respect to any Seller or any of its Affiliates, would reasonably be likely to have a Material Adverse Effect, and (ii) with respect to Buyer or any of its Affiliates that (y) results in or would reasonably be expected to have a material adverse effect on the business, financial condition or results of operation of Buyer or any of its Affiliates or (z) includes any requirement to sell, divest, operate in a specified manner, hold separate or discontinue or limit, in each case, any material portion of assets, liabilities, businesses, product lines, operations, rights or interests of

Buyer or any its Affiliates or (b) by the United States Department of Justice or the Federal Trade Commission in connection with the Contemplated Transaction that requires Buyer or any of its Affiliates to close or divest any material portion of its facilities, sites or professionals or to close or modify a material portion of any services or programs, in each case, of Buyer or any of its Affiliates.

"**Business**" means the operation of the Facilities by Sellers or SMG Entities, and all services provided by, or pursuant to Contracts with, Sellers or SMG Entities at the Facilities, in each case as currently conducted by Sellers or SMG Entities.

"**Business Contracts**" means (i) the Payor Agreements and (ii) all other Contracts (excluding the Leases) of Seller that exclusively relate to the operation of the Business or the Facilities, including all employee obligations and Physician employment agreements.

"**Business Day**" means any day except Saturday, Sunday and any day which is a legal holiday in Boston, Massachusetts.

"**Buyer**" is defined in the preamble to this Agreement.

"**Buyer Assumed Avoidance Action**" means any Avoidance Action under or pursuant to an Assumed Contract.

"**Buyer Eligibility Requirements**" is defined in Section 6.1(a).

"**Buyer Employer**" is defined in Section 6.1(a).

"**Buyer Material Adverse Effect**" means any change, fact, circumstance, occurrence, event, effect or condition that, individually or in the aggregate with all other changes, facts, circumstances, occurrences, events, effects or conditions, directly or indirectly, results in, or would reasonably be expected to result in, a material adverse effect on the ability of Buyer to consummate the Contemplated Transactions.

"**Buyer Termination Fee**" is defined in Section 11.2.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116–136, and the rules and regulations promulgated thereunder.

"**Cash Purchase Price**" is defined in Section 1.6.

"**Chapter 11 Cases**" is defined in the Recitals.

"**Claim**" is defined in Section 12.2(b).

"**Clean Room Black Box Agreement**" means that certain Clean Room Black Box Agreement dated April 1, 2024, by and between Steward Health Care Holdings, LLC and Lifespan Corporation.

"**Closing**" is defined in Section 2.1.

"**Closing Date**" is defined in Section 2.1.

"**Closing Financials**" is defined in Section 6.14.

"**Closing Payment Shortfall Amount**" is defined in Section 1.9(e).

"**Closing Statement**" is defined in Section 1.9(a).

"**CMS**" means the Centers for Medicare & Medicaid Services.

"**CMS Program Payments**" means payments or discounts that are not based directly on the submission of claims for services delivered and are received through participation in a Government Program implemented by CMS through a Contract with CMS or as a participant through a Contract with a CMS contractor, including Medicare accountable care organizations, episode-based payment initiatives and other Medicare innovation models as implemented by CMS as authorized pursuant to Laws identified in CMS Reporting.

"**CMS Program Performance Period**" means the period of time applicable to a CMS Program Payment or CMS Reporting requirement.

"**CMS Reporting**" means any quality or performance reporting through use of certified electronic health record technology and other electronic reporting requirements, applicable to the Business and in all cases implemented by CMS pursuant, but not limited, to the Social Security Act, the Patient Protection and Affordable Care Act of 2010 (or any replacement or successor Law), the Health Care and Education Reconciliation Act of 2010, the Pathway for Sustainable Growth Reform (SGR) Act of 2013, the Protecting Access to Medicare Act of 2014, the Improving Medicare Post-Acute Care Transformation Act of 2014 (IMPACT), American Taxpayer Relief Act of 2012 (ATRA), Balanced Budget Act of 1997 (BBA), the Medicare, Medicaid and SCHIP (State Children's Health Insurance Program) Balanced Budget Refinement Act of 1999 (BBRA), the Medicare, Medicaid, and SCHIP Benefits Improvement and Protection Act of 2000 (BIPA), the 21st Century Cures Act, HIPAA, the Medicare Access & CHIP Reauthorization Act of 2015 (MACRA) (Pub L. 114-10, enacted April 16, 2015), amending Title XVIII of the Social Security Act and/or the Bipartisan Balanced Budget Act of 2018, each of which may be amended from time to time by a Balanced Budget Act of the United States Congress, and each as applicable at such time as healthcare services are rendered.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, the Public Health Service Act, codified as 42 USC §§ 300bb-1 through 300bb-8, and any similar state or federal continuation of coverage Laws.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"**Collective Bargaining Agreement**" means any collective bargaining agreement or other Contract with any Union set forth on Schedule 3.16(a)(vi).

"**Commitment**" means a commitment for a policy of title insurance.

"**Company Data**" means all confidential data, information, and data compilations contained in the Information Technology Systems or any databases of any Seller or any Seller Affiliate, that are exclusively used by, or are necessary to, the Business.

"**Compliance Matter**" is defined in Section 6.11.

"**Confidential Information**" means all confidential or proprietary information (whether or not specifically identified as confidential), in any form or medium provided or made available by or on behalf of a disclosing Party to a receiving Party that relates to any Seller or any Seller Affiliates, or Buyer or any designated Affiliates, and their respective businesses (including the Business), including: (a) internal

business information related to the business of each Seller or the Seller Affiliates (including the Business) (including, information relating to strategic plans and practices, business, accounting, financial or marketing plans, practices or programs, training practices and programs, salaries, bonuses, incentive plans and other compensation and benefits information and accounting and business methods); (b) identities of, individual requirements of, specific contractual arrangements with, and information about, each Seller, its Affiliates, and its respective businesses (including the Business) or Buyer and its designated Affiliates; (c) any confidential or proprietary information of any third party that each Seller or the Seller Affiliates has a duty to maintain confidentiality of, or use only for certain limited purposes; (d) industry research compiled by, or on behalf of any Seller, any Seller Affiliate, or any of its respective businesses (including the Business), including, identities of potential target companies, management teams, and transaction sources identified by, or on behalf of, any Seller or any Seller Affiliate; (e) compilations of data and analyses, processes, methods, track and performance records, data and data bases relating thereto; and (f) information related to the Owned Intellectual Property and updates of any of the foregoing; provided that Confidential Information shall not include any information that (i) is already known to the receiving Party at the time of disclosure, (ii) is rightfully obtained by the receiving Party on a non-confidential basis from a third party, (iii) is independently developed by the receiving Party; or (iv) is in the public domain or has become generally known to and widely available for use within the industry.

"**Confidentiality Agreement**" means that certain Confidentiality Agreement by and between Steward Healthcare System LLC and Lifespan Corporation dated as of February 16, 2024.

"**Contemplated Transactions**" means, collectively, the transactions contemplated by this Agreement, other than the sale of the MPT Real Property contemplated by the MPT Real Property Purchase Agreement, including (a) the sale and purchase of the Purchased Assets and (b) the execution, delivery and performance of this Agreement and the other Transaction Documents (other than the MPT Real Property Purchase Agreement).

"**Contract**" means any legally binding oral or written commitment, contract, lease, sublease, license, sublicense, guaranty, indenture, occupancy or other agreement or arrangement of any kind (and all amendments, side letters, modifications and supplements thereto).

"**Copyrights**" means all copyrights and rights in any other original works of authorship fixed in any tangible medium of expression, whether published or unpublished (including but not limited to social media content); rights to compilations, collective works and derivative works of any of the foregoing; moral rights; and registrations and applications for registration for any of the foregoing and any renewals or extensions thereof.

"**Cost Report**" means any cost report (including all forms, worksheets, schedules and other attachments related thereto) required to be filed in respect of the Business or the Facilities pursuant to a Government Program or any Private Cost-Based Programs.

"**Cost Report Settlements**" is defined in Section 1.2(j).

"**Covered Vendor**" is defined in Section 3.11(c).

"**COVID-19**" means the novel coronavirus disease, COVID-19 virus (SARS-COV-2 and all related strains and sequences) or mutations (or antigenic shifts or drifts) thereof or a disease or public health emergency resulting therefrom.

"**COVID-19 Funds**" means all grants, payments, distributions, loans, funds or other relief applied for or provided prior to the Effective Time under the CARES Act, the Paycheck Protection Program Act,

or any other program authorized by any Governmental Authority or Government Program in response to COVID-19, including the Paycheck Protection Program, Main Street Loan Program, Provider Relief Fund, Small Rural Hospital Improvement Program, Assistant Secretary for Preparedness and Response or Hospital Preparedness Program Grants, or any other Law or program enacted, adopted or authorized in response to COVID-19; provided, that COVID-19 Funds does not include any Medicare Accelerated and Advance Payments.

"**Credentialing and Medical Staff Records**" means, to the extent Sellers lawfully own or have control of such records and information and such records and information are not subject to a peer-review or similar privilege or are otherwise non-disclosable by applicable Law, all credentialing records with respect to any Practitioner, all minutes of the meetings of the medical staffs of each Facility and any committees thereof, and all other records directly related to the administrative operations of each Facility's medical staff for the period prior to the Effective Time.

"**Critical Services**" means emergency care, anesthesia, radiology, pathology, and hospitalist services.

"**Cure Costs**" means any and all amounts, costs or expenses that must be paid or actions or obligations that must be performed or satisfied that are owed or outstanding as of the Closing Date, pursuant to the Bankruptcy Code to effectuate the assumption by Sellers, and the assignment to Buyer, of the Assumed Contracts to which Sellers are party, as determined by the Bankruptcy Court or agreed to by any Seller and the non-Seller counterparty to the applicable Assumed Contracts, as applicable.

"**Cure Notice**" is defined in Section 1.5(a).

"**Damaged Assets**" is defined in Section 5.15.

"**Deferred Compensation Plans**" means and the Steward Health Care Deferred Compensation Plan, effective December 31, 2015 and IASIS Healthcare Executive Savings Plan, effective July 1, 2006.

"**DIP Financing**" means (i) debtor-in-possession facility under that certain Debtor-in-Possession Credit Agreement, dated May 28, 2024 (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified from time to time), by and among SHCS, the other Loan Parties (as defined therein) party thereto and MPT; and (ii) debtor-in-possession facility under that certain Debtor-in-Possession Credit Agreement, dated July 10, 2024 (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified from time to time), by and among SHCS, the other Loan Parties (as defined therein) party thereto, the Lenders (as defined therein) party thereto and Brigade Agency Services LLC, as administrative agent and collateral agent.

"**Domain Names**" means Internet electronic addresses and uniform resource locators registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet.

"**DRG**" is defined in Section 6.4(b).

"**DRG Transition Patients**" is defined in Section 6.4(b).

"**Effective Time**" is defined in Section 2.1.

"**Employee Contract Assignment and Assumption Agreement**" is defined in Section 2.2(h).

"**Encumbrance**" means any easement, servitude, assessment, encumbrance, encroachment, defect in title, security interest, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, the grant of a power to confess judgment, conditional sales and title retention, lease, sublease, option, right of first refusal or first offer, lien, license, hypothecation, pledge, restriction or other similar arrangement or interest, whether imposed by Contract, Law, equity or otherwise.

"**End Date**" is defined in Section 11.1(a).

"**Environmental Laws**" means all Laws relating to (a) releases or threatened releases of Hazardous Materials; (b) pollution or protection of the environment or human health and safety (as it relates to exposure to Hazardous Materials), including the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, the Clean Air Act, 42 U.S.C. § 7401; and (c) the manufacture, use, treatment, storage, transportation, handling, or disposal of Hazardous Materials.

"**Environmental Permits**" means any Permit, license, approval or other authorization required under or issued pursuant to any Environmental Law.

"**Environmental Policy**" is defined in Section 6.16.

"**ERISA**" is defined in Section 3.20(a).

"**ERISA Controlled Group**" is defined in Section 3.21(c).

"**Escrow Holder**" is defined in Section 11.2.

"**Essential Contracts**" means (a) Essential Leases; (b) the Hawthorn Agreements; and (c) the Prima CARE Agreements.

"**Essential Leases**" means each lease, sublease, license, occupancy agreement, or other contractual obligation, together with any amendments, supplements, exhibits, addenda, and modification hereto, other than the Existing MPT Lease, pursuant to which Seller or any Seller Affiliate is granted the right to use or occupy any portion of the Facilities at any time within the past twelve (12) months for which a hospital license has been issued in connection with the Facilities.

"**Estimated Closing Statement**" is defined in Section 1.7.

"**Estimated Purchase Price**" is defined in Section 1.7.

"**Estimated Working Capital**" is defined in Section 1.7.

"**Excluded Assets**" is defined in Section 1.2.

"**Excluded Contracts**" means all Contracts and Leases other than the Assumed Contracts.

"**Excluded Liabilities**" is defined in Section 1.3.

"**Executory Contract**" means an executory Business Contract to which Seller is a party or a beneficiary that exclusively relates to the operation of the Business or the Facilities.

"**Execution Date**" is defined in the Recitals.

"**Exhibits**" means the exhibits to this Agreement.

"**Existing MPT Lease**" means that certain master lease for real property set forth on Exhibit B.

"**Existing MPT Lease Termination**" is defined in Section 2.2(d).

"**Facility**" or collectively, "**Facilities**" means the Hospitals, the SMG Sites, and each Seller's other facilities or locations, operations, and businesses associated with or used in the operation of the Business, as set forth on Exhibit O, and which are located on the Owned Real Property or Leased Real Property.

"**False Claims Act**" means the False Claims Act, 31 U.S.C. §§ 3729-3733, as amended.

"**Federal Fiscal Year**" means the fiscal year of the federal government of the United States.

"**Final and Binding**" means, with respect to any calculation or determination, that such calculation or determination shall have the same preclusive effect on the Parties and all other applicable parties for all purposes as if such calculation or determination had been embodied in a final judgment, no longer subject to appeal, entered by a court of competent jurisdiction.

"**Final Order**" means a final Order of the Bankruptcy Court, which shall be in full force and effect and not stayed, and as to which no appeal, petition for certiorari or other proceeding for reconsideration has been timely filed, such appeal, petition for certiorari or motion to reconsider has been dismissed or denied with no further appeal and the time for filing such appeal has passed, and such Order shall not be reversed, vacated, amended, supplemented, or otherwise modified, in each case, without the prior written consent of Buyer, which shall not be unreasonably withheld.

"Final Resolution Date" means the earliest to occur of (a) if the Closing Statement is not timely received by each Seller in accordance with Section 1.9(a) and each Seller elects not to deliver a Closing Statement to Buyer, the date that (i) each Seller notifies Buyer in writing that the Estimated Closing Statement shall be deemed to be the final Closing Statement or (ii) is one (1) Business Day after the time specified in Section 1.9(a) for each Seller to provide the Closing Statement to Buyer, (b) if a Post-Closing Notice of Disagreement is not received by Buyer or each Seller (as the case may be) in accordance with the time period specified in Section 1.9(b), one (1) Business Day after the required date for each Seller or Buyer (as the case may be) to deliver such Post-Closing Notice of Disagreement, (c) if a Post-Closing Notice of Disagreement is received by Buyer or each Seller (as the case may be) in accordance with the time period specified in Section 1.9(b), then (i) the date Buyer and each Seller resolve in writing all differences they have with respect to the matters specified in such Post-Closing Notice of Disagreement or (ii) the date all disputed matters set forth in such Post-Closing Notice of Disagreement, are finally resolved in writing by the Accounting Firm in accordance with Section 1.9.

"**Fraud**" means, with respect to any Person, actual and intentional common law fraud against another Person as interpreted by Delaware courts applying Delaware common law.

"**FTC**" means the Federal Trade Commission.

"**GAAP**" means United States generally accepted accounting principles and practices as in effect (a) with respect to financial information for periods on or after the Closing Date, as of the Execution Date, and (b) with respect to financial information for periods prior to the Closing Date, as of such applicable time.

"**Good Faith Deposit**" is defined in Section 11.2.

"**Government Programs**" means the Medicare (including Medicare Part D and Medicare Advantage), Medicaid, Medicaid-waiver and CHAMPUS/TRICARE programs, any other similar or successor federal health care program (as defined in 42 U.S.C. §1320a-7b(f)) and any similar state or local health care programs, in each case in which any Facility participates as of the Execution Date.

"**Government Program Settlement Amount**" is defined in Section 5.17(d)(v).

"**Governmental Authority**" means any government or any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal, special district or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any mediator, arbitrator, or arbitral body, and any healthcare self-regulatory organization.

"**Group Tax Return**" means any consolidated, combined, unitary, or similar Tax Returns for any affiliated or other Tax group of which any Seller is or has been a member or of which any direct or indirect owner of any Seller is the common parent.

"Hawthorn Agreements" means each lease, sublease, services agreements, and other contractual arrangement, together with any amendments, supplements, exhibits, addenda and modification thereto, between or among any Seller or Seller Affiliate and Hawthorn Medical Associates, LLC, or any of its Affiliates, as such relate to the Business and the Purchased Assets as more particularly set forth on Schedule E.

"**Hazardous Materials**" means any substances, materials, chemicals or wastes which are defined, listed, or regulated as "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "pollutants", "contaminants" or words of similar meaning or effect under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, medical waste, asbestos, polychlorinated biphenyls, or per- and polyfluoroalkyl substances (PFAS).

"**Healthcare Laws**" means all Laws relating to the regulation, provision, marketing, promotion, administration of, management of, billing of or payment for, health care benefits, health care insurance coverage and/or health care products or services or any other aspect of health care, or relating to the access, use, disclosure, or exchange of health information or insurance claims, each by Sellers or the Facilities, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), the Stark Law (42 U.S.C. § 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalty laws (42 U.S.C. §§ 1320a-7a and 1320a-7b), HIPAA, 42 U.S.C. § 290dd-2 and the regulations set forth at 42 C.F.R. Part 2 (regarding substance use disorder patient records), Title XXX of the Public Health Service Act (42 U.S.C. § 300jj et seq.) and the regulations set forth at 45 C.F.R. Parts 170 and 171, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Medicare (Title XVIII of the Social Security Act), the Balanced Budget Act of 1997 (Pub. L.105-33), as amended, the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-152), Medicaid (Title XIX of the Social Security Act), the Emergency Medical Treatment and Active Labor Act (*42 U.S.C. § 1395dd*), the Patient Protection and Affordable Care Act of 2010 (Pub. L. No. 111-148), the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152), TRICARE (10 U.S.C. Section 1071 et seq.), the Food, Drug and Cosmetic Act (21 U.S.C.§§ 301 et seq.), the Prescription Drug Marketing Act of 1987, the Deficit Reduction Act of 2005, the Controlled Substances Act (21 U.S.C. §§ 801 et seq.), Section 340B of the Public Health Services Act (42 U.S.C. § 256b), as amended, Clinical Laboratory Improvement Amendments, Massachusetts Department of Public Health hospital licensing (M.G.L. c. 111 §§ 3, 51-56, 70) and determination of need Laws (M.G.L. c. 111 §§ 25B-25G; 51 – 53, 71), Massachusetts Department of Mental Health inpatient psychiatric service licensing Laws (M.G.L. c. 19 §§ 1, 7, 8, 18 and 19; c. 123 §2), HPC Laws (M.G.L. c.

6D, § 13), including registration of provider organization reporting requirements, the regulations promulgated pursuant to such Laws, and any other federal, state or local Law.

"**HIPAA**" means collectively: (a) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), including but not limited to its implementing rules and regulations with respect to privacy, security of health information, and transactions and code sets; (b) the HITECH Act (Title XIII of the American Recovery and Reinvestment Act of 2009); (c) the Omnibus Rule effective March 26, 2013 (78 Fed. Reg. 5566), and other implementing rules regulations at 45 CFR Parts 160 and 164 and related binding guidance from the United States Department of Health and Human Services and (d) any federal, state and local laws governing the privacy and/or security of individually identifiable information, in each case, as the same may be amended, modified or supplemented from time to time.

"**Historical Financial Information**" is defined in Section 3.4(a).

"**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations, including 42 C.F.R. §§ 412, 413, 422 and 495, as amended by the HIPAA Omnibus Rule, issued on January 25, 2013, effective as of March 26, 2013.

"**Hospitals**" means the hospitals set forth on Exhibit A hereto.

"**HPC**" means the Massachusetts Health Policy Commission.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the related rules and regulations.

"**Immigration Act**" means the Immigration Reform and Control Act of 1986.

"**Information Privacy or Security Laws**" means all applicable foreign or domestic (federal, state or domestic) Laws applicable to the Purchased Assets concerning privacy, security, integrity, accuracy, transmission, storage, Processing, of Personal Information (including Protected Health Information), including to the extent applicable to the Purchased Assets, HIPAA, the HITECH Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, state data breach notification Laws, state health privacy and information security Laws, including M.G.L c. § 93H, 201 C.M.R. 17.00, et seq., and the FTC Act 15 U.S.C. §§ 41-58, as amended.

"**Information Security Reviews**" is defined in Section 3.11(d).

"**Information Technology Systems**" means all information technology systems and services related thereto, Software, computers, workstations, databases, routers, hubs, switches, networks, servers, endpoints, platforms, websites, electronics, storage, firmware, hardware and other information technology equipment, related information technology or outsourced services, and all electronic connections between the foregoing in each case exclusively used or held for use in the Business.

"**Initial Cure Schedule**" is defined in Section 1.5(a).

"**Institutional Review Board**" means any board, committee, or other group formally designated by an institution to review clinical investigations (as defined by the FDA) and, to approve the initiation of and conduct periodic review of such clinical investigations.

"**Insurance Policies**" is defined in Section 3.18.

"**Intellectual Property**" means any and all rights, title, and interests in and to all intellectual property rights, of every kind and nature however denominated throughout the world, including: Copyrights, Domain Names, Patents, Trademarks, Trade Secrets, social media accounts and handles rights of publicity, and any other related proprietary rights now known or hereafter recognized in any jurisdiction worldwide, and the right to sue and recover damages or other remedies for past, present, and future infringement, misappropriation, dilution, or other violation thereof.

"**Intellectual Property Contracts**" means all Assumed Contracts: (a) under which any Seller or a Seller Affiliate has granted or agreed to grant to any other Person any license, covenant, release, immunity, or other right with respect to any Owned Intellectual Property, other than non-exclusive licenses to customers and service providers granted in the ordinary course of business in connection with the provision or receipt by any Seller or Seller Affiliates of products or services; or (b) under which any other Person has granted or agreed to grant to any Seller or a Seller Affiliate any license, covenant, release, immunity or other right with respect to Intellectual Property, other than licenses to Standard Software.

"**Interim Billing**" is defined in Section 6.4(a).

"**Inventory**" means all usable inventory and supplies exclusively used or held for use in the Business, but only to the extent included in the calculation of Net Working Capital.

"**IRS**" means the Internal Revenue Service.

"**Joint Commission**" is defined in Section 3.7.

"**Knowledge of Buyer**" means the actual knowledge of Paul Adler.

"**Knowledge of Sellers**" means that one or more of Michael Bushell, Jason Levine, Carole Billington, Patrick Lombardo, and Heidi Taylor has actual knowledge of the fact or other matter at issue.

"**Law**" means any constitutional provision, statute, law, rule, regulation, code, ordinance, accreditation standard, resolution, Order, ruling, promulgation, policy, treaty directive, interpretation, or guideline adopted or issued by any Governmental Authority.

"**Lease Assignment**" is defined in Section 2.2(a).

"**Leaseback Agreement**" is defined in Section 2.2(j).

"**Leased Real Property**" means the MPT Real Property subject to the Existing MPT Lease, and all other real property leased, subleased or licensed to, or for which a right to use, possess or occupy has been granted to, and any Seller or any Seller Affiliate and relating to a Facility or exclusively used or held for use in, or otherwise exclusively relating to, the Business, together with all rights, easements and privileges appertaining or relating to such interest in real property, and all improvements located on such real property, including any real property subleased or licensed to any third-party pursuant to a Third-Party Lease.

"**Leases**" means each of the Third-Party Leases, the Tenant Leases and the Affiliate Leases.

"**Liability**" means any liability, obligation, deficiency, interest, penalty, fine, claim, demand, judgment, cause of action or other losses (including loss of benefit or relief), cost or expense of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute, fixed, or contingent,

accrued or unaccrued, liquidated or unliquidated, recorded or unrecorded, due or to become due or otherwise, and regardless of when asserted.

"**Lookback Date**" means April 1, 2021.

"**Losses**" means any and all Liabilities, costs, damages or expenses, whether or not arising from or in connection with any (a) third-party claims (including interest, penalties, reasonable attorneys', consultants' and experts' fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing) or (b) any breach of, or inaccuracy in, any of the representations or warranties made by Buyer or any Seller in this Agreement; provided Losses shall not include any lost profits, multiplied damages, diminution of value, consequential damages, indirect damages, special damages, incidental damages, punitive damages or exemplary damages (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity) except to the extent awarded in connection with a Third-Party Claim.

"**Malicious Code**" means any virus, trojan horse, worm, ransomware, back door, time bomb, drop dead device or other Software routines designed to permit unauthorized access to, to disable, erase, interfere with the operation of, install itself within or otherwise harm a computer system or network on which such code is stored or installed or damaging or destroying any data or file without the user's consent.

"**MassHealth**" means the Massachusetts Medicaid program.

"**Material Adverse Effect**" means any change, fact, circumstance, occurrence, event, effect or condition that, individually or in the aggregate with all other changes, facts, circumstances, occurrences, events, effects or conditions, directly or indirectly, results in, or would reasonably be expected to result in, a material adverse effect on (a) the ability of any Seller to consummate the Contemplated Transactions or (b) the business, condition (financial or otherwise), results of operations, assets or Liabilities of the Business, taken as a whole, except this clause (b) shall exclude any change, fact, circumstance, occurrence, event, effect or condition resulting from (i) changes in general local, domestic, foreign, or international economic, financial, business or political conditions, (ii) changes generally affecting the healthcare industry or markets in which any Seller operates, (iii) losses from operations of the Business that are materially consistent with the median historical run rate of the Business, or seasonal fluctuations in the Business, in each case as reflected over the last ten years, (iv) any national or international political event or occurrence, including acts of war, sabotage or terrorism, military actions or the escalation thereof, (v) any changes in applicable Laws or accounting rules or principles, including changes in GAAP, or the interpretation or implementation of any of the foregoing, (vi) any action required by this Agreement, (vii) changes or proposed changes to any reimbursement rates or policies of Governmental Authorities that are generally applicable to hospitals or healthcare facilities, (viii) any natural disaster, calamity, pandemic or epidemic, (ix) any failure, in and of itself, by the Business to meet any internal projections or forecasts (as distinguished from any change, development, or occurrence giving rise or contributing to such failure), (x) any breach of Buyer's obligations under this Agreement, (xi) the entry into this Agreement or the announcement, pendency or consummation of the Contemplated Transactions, or (xii) any change resulting from the filing or pendency of the Chapter 11 Cases, actions taken in connection with the Chapter 11 Cases, or any reasonably anticipated effects of such filing, pendency or actions, or from any action approved by the Bankruptcy Court, provided that, in each case of clauses (i), (ii), (iii), (iv), (v), (vii) or (viii), such change, fact, circumstance, occurrence, event, effect or condition does not affect the Business, in a substantially disproportionate manner relative to other Persons operating in the industry in which the Business participates.

"**Material Contracts**" is defined in Section 3.16(a).

"**Material Real Property**" means, collectively, the Owned Real Property, and the MPT Real Property.

"**Mechanics' Lien Releases**" is defined in Section 2.2(o).

"**Medicare Accelerated and Advance Payments**" means the accelerated and advance payments received by any Seller or any of its Affiliates, in each case to the extent relating to the Business, in each case prior to the Effective Time pursuant to the Accelerated Payment Program or the Advance Payment Program implemented by CMS to increase cash flow to healthcare providers as a result of COVID-19.

"**MPT**" means MPT Operating Partnership, L.P. or one of its Affiliates.

"**MPT Real Property**" means those properties exclusively relating to the Facilities that are currently the subject of the Existing MPT Lease and are the subject of the MPT Real Property Purchase Agreement, as legally described on Schedule B.

"**MPT Real Property Purchase Agreement**" means an agreement among MPT and Buyer, in form and substance acceptable to Buyer, for Buyer to purchase the MPT Real Property substantially contemporaneously with the consummation of the Contemplated Transaction, substantially in the form attached hereto as Exhibit R.

"**Net Working Capital**" has the meaning set forth on Part 1 of Exhibit C. An example calculation of Net Working Capital as of the Balance Sheet Date, which shall be used as a template for the calculation of Net Working Capital, is attached hereto as Part 2 of Exhibit C.

"**Non-DRG Transition Patients**" is defined in Section 6.4(b).

"**Non-Interim Billing Transition Patients**" is defined in Section 6.4(b).

"**Note**" is defined in Section 1.6.

"**Norwood**" means Norwood Hospital in Norwood, Massachusetts.

"**NPIs**" is defined in Section 1.1(f).

"**OFAC**" means the Office of Foreign Asset Contract of the Department of Treasury.

"**OIG**" means the Office of the Inspector General of the U.S. Department of Health and Human Services.

"**Order**" means any judgment, order, writ, injunction, decree, determination, or award of any Governmental Authority.

"**Owned Intellectual Property**" means any and all Intellectual Property exclusively used or held for use in the operation of the Business, that is owned or purported to be owned by any Seller or any Seller Affiliate, excluding any Intellectual Property that is an Excluded Asset.

"**Owned Real Property**" means all real property owned by any Seller or any Seller Affiliate as set forth on Schedule 1.1(a), together with all rights, easements and privileges appertaining or relating to such interest in real property, and all improvements located on such real property.

"**Paid Time Off**" means Seller Employees' accrued vacation, sick, holiday or other paid time off and related Taxes and other payroll obligations.

"**Parties**" is defined in the preamble to this Agreement.

"**Patents**" means, exclusively with respect to the Business, all rights, title, and interests in and to all issued patents and patent applications, including all provisional applications, priority and other applications, divisionals, continuations (in whole or in part), extensions, reissues, reexaminations or equivalents or counterparts of any of the foregoing.

"**Paycheck Protection Program Act**" means the Paycheck Protection Program and Health Care Enhancement Act, P.L. 116-139, and the rules and regulations promulgated thereunder.

"**Payor Agreement**" means any Contract between any Seller or a Seller Affiliate and a Government Program or a Private Program under which the Business or any Seller directly or indirectly receives payments for medical services provided to such program's beneficiaries exclusively at the Facilities.

"**Permit**" means any consent, ratification, registration, waiver, authorization, license, permit, grant, franchise, concession, exemption, Order, notice, certificate or clearance issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law, in each case, in connection with the operation of the Business or the consummation of the Contemplated Transactions, as applicable.

"**Person**" means an individual, association, hospital authority, corporation, limited liability company, partnership, limited liability partnership, trust, Governmental Authority or any other entity or organization.

"**Personal Information**" means any information relating to or reasonably capable of being associated with an identified or identifiable individual (including Protected Health Information), including any personally identifiable data (*e.g.*, name, address, phone number, email address, financial account number, payment card data, government issued identifier, and health or medical information).

"**Personal Property**" means all of any Seller's or any Seller Affiliate's right, title and interest in tangible personal property exclusively used or held for use in, or otherwise exclusively relating to, the Business, including all equipment, medical devices, medical and office supplies, diagnostic equipment, computer hardware and data processing equipment, furniture, fixtures, machinery, vehicles, office furnishings, instruments, leasehold improvements, telephones, telephone numbers, keys, security access cards and other tangible personal property exclusively used or held for use in, or otherwise exclusively relating to, the Business and, to the extent assignable or transferable by any Seller, all rights in all warranties of any manufacturer, vendor, or other Person with respect thereto.

"**Physician**" means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor, as defined in section 1861(r) of the Social Security Act.

"**Plan**" is defined in Section 3.20(a).

"**Post-Closing Cure Costs**" is defined in Section 1.9(a).

"**Post-Closing Notice of Disagreement**" is defined in Section 1.9(b).

"**Post-Closing Period**" means the period beginning immediately after Closing and ending on the date that is six (6) months following the Closing Date.

"**Power of Attorney**" is defined in Section 2.2(d).

"**Practitioner**" or "**Practitioners**" is defined in Section 3.5.

"**Pre-Closing Tax Period**" means a taxable period (or a portion thereof) ending on or before the Closing Date and any portion through the end of the day immediately on the Closing Date for any Straddle Period.

"**Prepaid Expenses**" means all prepaid expenses and deposits of Sellers made with respect to the Business.

"**Prima CARE Agreements**" means each lease, sublease, services agreements, and other contractual arrangements, together with any amendments, supplements, exhibits, addenda and modification thereto, between or among any Seller or Seller Affiliate and PrimaCARE, P.C, or any of its Affiliates, as such relates to the Business and the Purchased Assets as more particularly set forth on Schedule F, and are not otherwise Excluded Assets.

"**Privacy Requirements**" means, with respect to the Business, any and all applicable Laws, industry requirements, and Contracts (including HIPAA "business associate" agreements) relating to the Processing of Personal Data, including, but not limited to: (i) each Law relating to the protection or Processing of Personal Data that is applicable to any Seller or any Seller Affiliates, including as applicable, but not limited to, HIPAA; HITECH; the Federal Trade Commission Act, 15 U.S.C. § 45, et seq.; the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq.; the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, et seq.; the Children's Online Privacy Protection Act (COPPA) § 6501, et seq.; the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.; the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22, et seq.; the Stored Communications Act, 18 U.S.C. §§ 2701-12, et seq.; the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq.; the California Customer Records Act, Cal. Civ. Code §§ 1798.80 to 84; California Online Privacy Protection Act, Cal. Bus. & Prof. Code § 22575, et seq.; and the South Carolina Privacy of Consumer Financial and Health Information Regulation, South Carolina Code § 69-58, et seq.; Massachusetts Gen. Law Ch. 93H, 201 C.M.R. 17.00, et seq.; Nev. Rev. Stat. 603A, et seq.; Cal. Civ. Code § 1798.82, et seq.; N.Y. Gen. Bus. Law § 899-aa, et seq.; N.Y. Gen. Bus. Law § 899-bb, et seq.; 11 NYCRR 420, et seq.; the Illinois Biometric Information Privacy Act, 740 ILCS 14, et seq.; the European Union's Directive on Privacy and Electronic Communications (2002/58/EC); the General Data Protection Regulation (2016/679); Laws requiring notification to any Person or Governmental Authority in the event of a Security Incident; and all implementing regulations and requirements, and other similar Laws; (ii) each Contract relating to the Processing of Personal Data applicable to any Seller or any Seller Affiliates; and (iii) each applicable rule, code of conduct, or other requirement of self-regulatory bodies and applicable industry standards, including, to the extent applicable, the Payment Card Industry Data Security Standard ("**PCI-DSS**").

"**Private Cost-Based Programs**" means a Private Program that settles on a Cost Report basis.

"**Private Program**" is defined in Section 3.8(a).

"**Proceeding**" means any action, arbitration, charge, claim, complaint, demand, dispute, audit, investigation, litigation, proceeding, search warrant, civil investigative demand, subpoena, qui tam action, suit (whether civil, criminal, administrative, judicial, or investigative) commenced, brought, conducted, or

heard by or before any (a) Governmental Authority or (b) Medicare fiscal intermediary or administrative contractor, recovery audit contractor, zone program integrity contractor, unified program integrity contractor or similar Government Program contractor, whether at law or in equity, other than routine billing claims and disputes, routine audits, routine post-payment reviews and scheduled surveys.

"**Processing**" "**Process**" or "**Processed**" means, with respect to Sensitive Data, Company Data, or Information Technology Systems, any collection, access, acquisition, storage, protection, use, recording, maintenance, operation, dissemination, re-use, disposal, disclosure, re-disclosure, destruction, transfer, modification, or any other processing (as defined by Privacy Requirements) of such Sensitive Data, Company Data, or Information Technology Systems.

"**Professional Services Agreement**" is defined in Section 2.2(j).

"**Prorated Payment**" is defined in Section 1.10.

"**Protected Health Information**" has the meaning given to it under HIPAA (45 C.F.R. § 160.103) and includes electronic protected health information.

"**Provider Relief Fund**" means the Public Health and Social Services Emergency Fund for provider relief under the CARES Act and Paycheck Protection Program Act.

"**Purchase Price**" is defined in Section 1.6.

"**Purchased Assets**" is defined in Section 1.1.

"**Purchased Working Capital**" has the meaning set forth on Part 1 of Exhibit C.

"**RCAB**" means Roman Catholic Archbishop of Boston, a Corporation Sole.

"**RCAB Agreement**" means that certain Stewardship Agreement by and among Steward Health Care System LLC, Steward Hospital Holdings LLC, and RCAB dated April 30, 2010. For clarity, the RCAB Agreement is an Excluded Contract hereunder.

"**Reference Balance Sheet**" is defined in Section 3.4(a)(ii).

"**Referral Source**" means any Physician or other Person who is in a position to refer, recommend, arrange for the referral of patients or other health care business to any health care provider or health care facility.

"**Regulatory Approvals**" is defined in Section 5.4.

"**Release**" means (a) any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Materials into the environment; or (b) migration of Hazardous Substances into, on, in, under, through or out of any of the Real Property through soil, surface water, groundwater, or air.

"**Representatives**" means, with respect to any Person, the officers, directors, managers, employees, agents, attorneys, accountants, advisors, bankers, financing sources, and other authorized representatives of such Person.

"**Required Payor Agreements**" means participation or similar agreements between or among each of the payors set forth in Schedule D and Buyer or its designated Affiliate that: (a) cover services provided

at the Facilities as operated by or on behalf of Buyer and its Affiliates, and (b) reflect substantially the same terms as the existing agreements in place with such payor for the Facilities.

"**Restricted Area**" means Fall River, Massachusetts and Taunton, Massachusetts.

"**Restricted Business**" means the operation of any health system activity, including hospitals, medical groups, and other health care providers or clinical practices (but excluding tele-medicine or other remote platforms to the extent serving individuals whose primary residence is outside of the Restricted Area); provided, however, that such definition shall expressly exclude operations (a) necessary to provide services under the Transition Services Agreement or (b) that are (i) related to Stewardship Health Medical Group, Inc. or SMG and (ii) not primarily related to the Business.

"**Restricted Period**" means the period beginning as of the Effective Time and ending on the fifth anniversary of the Effective Time.

"**Retained Employees**" means those employees of Sellers and Seller Affiliates listed on Exhibit S.

"**Sale Motion**" means the motion or motions (or, to the extent that only a notice is required under the Bidding Procedures Order, such notice) of Sellers, in form and substance reasonably acceptable to Buyer, the Bidding Procedures Order and Sale Order.

"**Sale Order**" shall be an Order or Orders of the Bankruptcy Court substantially in the form attached hereto as Exhibit T.

"**Schedules**" means the disclosure schedules and any other schedule to this Agreement.

"**Second Supplemental Cure Schedule**" is defined in Section 1.5(a).

"**Security Incident**" means, with respect to the Business, any unauthorized Processing of Company Data or Sensitive Data, any unauthorized access to the Information Technology Systems, or any incident that may require notification to any Person, Governmental Authority, or any other entity under Privacy Requirements.

"**Seller**" is defined in the preamble to this Agreement.

"**Seller Affiliate**" means any Affiliate of Sellers.

"**Seller Avoidance Action**" means any Avoidance Action that is not a Buyer Assumed Avoidance Action.

"**Seller's Billing Information**" is defined in Section 6.8.

"**Seller Cost Reports**" is defined in Section 6.5(a).

"**Seller Employees**" means, except for the Retained Employees, each person who is an employee of any Seller or any Seller Affiliate whether active or on leave of absence who (a) works exclusively at the Facilities, including any employee who is on an approved leave of absence, (b) otherwise primarily provides services to the Business during the majority of their business time, or (c) is set forth on Schedule C attached hereto.

"**Seller Guarantees**" means, the letters of credit, guarantees, surety bonds, performance bonds and other financial assurance obligations issued or entered into by or on behalf of (or for the account of) Seller

or any Seller Affiliate set forth on Exhibit Q, which shall be completed by a Seller or Seller Affiliate within five (5) days prior to Closing.

"**Seller Information Technology Systems**" means the Transferred Information Technology Systems and all other Information Technology Systems exclusively used or held in connection with the Business prior to Closing.

"**Seller Party**" or "**Seller Parties**" means those Seller Affiliates designated by Sellers prior to Closing as "Seller Parties" hereunder, and for the limited purposes set forth in this Agreement.

"**Seller Termination**" is defined in Section 6.1(a).

"**Seller Transaction Expenses**" means the fees and expenses incurred or payable by the Sellers in connection with this Agreement and the Contemplated Transactions, including the fees and expenses of any investment bankers, financial advisors, attorneys, accountants, consultants, experts, or other professionals engaged by any Seller in connection with the preparation, negotiation, execution and delivery of this Agreement and the Contemplated Transactions, and also includes the items set forth on Schedule 8.10.

"**Sensitive Data**" means all (a) Personal Information that is subject to a Privacy Requirement, Contract, self-regulatory standard, or written policy or terms of use of Sellers or its Affiliates that are related to privacy, information security, data protection, data breach notification, or the Processing of Personal Information, and (b) confidential or proprietary business information or Trade Secret information, in each case ((a) and (b)) that is applicable to the Business.

"**SMG**" means Steward Medical Group, Inc.

"**SMG Clinician**" means any Physician or other health care professional employed or contracted by any SMG Entity who is a member of the medical staff of any Hospital or who provides patient care and related services predominantly within the primary service area of any Hospital.

"**SMG Entities**" means SMG and each of its Affiliates, including Steward Emergency Physicians, Inc.; Steward Medical Group Express Care, Inc., Steward Pathology Physicians of Massachusetts, Inc.; Steward Radiology Physicians of Massachusetts, Inc.; Steward Anesthesiology Physicians of Massachusetts, Inc.; Steward Physician Contracting, Inc.; Massachusetts Express Care, PLLC; Boston Sports Medicine and Research Institute, LLC.

"**SMG Sites**" means any location, other than the Hospitals, at which any SMG Clinician provides patient care and related services, including any location relating to the Hawthorn Agreements and Prima CARE Agreements.

"**Social Security Act**" means the Social Security Act of 1935 and all regulations promulgated thereunder.

"**Software**" means, with respect to the Business, any and all computer programs and other software, including databases, software interfaces, implementations of algorithms, models, and methodologies, whether in source code, object code, firmware, specifications, designs or other form, including libraries, subroutines and other components and documentation thereof.

"**Specified Debt**" means, collectively, indebtedness under (i) that certain Credit Agreement, dated as of February 21, 2024, by and among Steward Health Care Network, Inc., Steward Emergency Physicians, Inc., Steward Physician Contracting, Inc., Steward Medicaid Care Network, Inc., Stewardship Health, Inc.,

Stewardship Health Medical Group, Inc. and Stewardship Services Inc., as the borrowers, certain other Affiliates of Steward Health Care System LLC party thereto, as guarantors, the lenders party thereto and Brigade Agency Services LLC, as administrative agent and as collateral agent, (ii) that certain Credit Agreement, dated as of August 4, 2023, by and among Steward Health Care System LLC, certain Affiliates of Steward Health Care System LLC party thereto, as guarantors, the lenders party thereto, Sound Point Agency LLC, as administrative agent, Chamberlain Commercial Funding (Cayman) L.P., as collateral agent, and Brigade Agency Services LLC, as the FILO Agent, (iii) that certain Third Amended and Restated Promissory Note, dated as of January 22, 2024, by Steward Health Care System LLC in favor of MPT TRS Lender-Steward LLC, (iv) the DIP Financing and (v) the Existing MPT Lease.

"**Standard Offer Letter**" is defined in Section 3.16(a)(ii).

"**Standard Software**" means any commercially available, "off the shelf" or "shrink wrapped" Software that is generally, commercially available to the public and is licensed to any Seller or any Seller Affiliate.

"Steward" means Steward Health Care System LLC, a Delaware limited liability company.

"**Straddle Period**" means any taxable period that begins prior to the Closing Date and ends on or after the Closing Date.

"**Subsidiary**" or "**Subsidiaries**" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation).

"**Survey**" means current American Land Title Association/National Society of Professional Surveyors Land Title Surveys of the Material Real Property.

"**Tail Insurance Coverage**" means the coverage set forth in the TRACO Certificate of Insurance, the ACORD Certificate of Insurance and the Ascot Certificate of Insurance provided to Buyer's counsel prior to the Execution Date, consistent with the representations and covenants set forth in Section 3.28 and Section 6.16, attached hereto as Exhibit U.

"**Tax**" or "**Taxes**" means any and all federal, state, local, foreign and other taxes, including net income, gross income, gross receipts, sales, use, ad valorem, value added, hospital, provider, transfer, conveyance, intangible, capital gain, inventory, documentary, minimum, gift, production, registration, franchise, profits, gains, license, lease, rent, service, service use, withholding, payroll, employment, unemployment, environmental, excise, severance, privilege, stamp, occupation, premium, property (real or personal), capital stock, social security (or similar, including FICA), disability, escheat, abandoned or unclaimed property, financial transaction, windfall profits, alternative or add-on minimum, estimated, customs, duties, charges, levies or assessments of any kind whatsoever or other taxes together with any

interest and any penalties, additions to tax or additional amounts with respect thereto, in each case whether disputed or not.

"**Tax Proceeding**" means any Proceeding occurring after the Effective Time relating to Taxes for any taxable period (or portion thereof) with respect to the Purchased Assets or the Business, for which any Seller or any Seller Affiliate could be liable under applicable Law or under this Agreements.

"**Tax Returns**" means any return, declaration, election, report, claim for refund, or information return or statement supplied or required to be supplied to a Governmental Authority relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Tenant Lease**" means each lease, sublease, license, occupancy agreement or other contractual obligation as set forth on Schedule A, together with any amendments, supplements, exhibits, addenda and modification thereto, pursuant to which a third-party grants to any Seller or any Seller Affiliate the right to use or occupy the applicable Leased Real Property.

"**TEV**" is defined in Section 1.6(a)(i).

"**Third Supplemental Cure Schedule**" is defined in Section 1.5(a).

"**Third-Party Lease**" means each lease, sublease, license, occupancy agreement or other contractual obligation as set forth on Schedule A, together with any amendments, supplements, exhibits, addenda and modification thereto, pursuant to which any Seller or any Seller Affiliate grants to a third-party the right to use or occupy any portion of the Owned Real Property or the applicable Leased Real Property.

"**Title Company**" means First American Title Insurance Company, having an address of 3455 Peachtree Road, NE, Suite 1700, Atlanta, GA 30326, Attn: Barbara H. Morgan and Karen Kirspel.

"**Title Policy**" means for the Owned Real Property, owner's policies of title insurance in the condition required by this Agreement showing no Encumbrances other than Permitted Encumbrances, and, for the MPT Real Property, ALTA owner's policies of title insurance in such form as reasonably approved by Buyer, with all available endorsements as reasonably required by Buyer, showing no Encumbrances other than Permitted Encumbrances.

"**Trade Secrets**" means, with respect to the Business, all trade secrets and confidential and proprietary information, including ideas, research and development information, know-how, formulas, compositions, technical data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, customer and supplier lists and information, pricing and cost information, business and marketing plans and proposals.

"**Trademarks**" means, with respect to the Business, all rights, title, and interests in and to all (a) trademarks, service marks, trade names (including social media accounts/handles, fictitious, assumed and d/b/a names), trade dress, brands, slogans, and logos; (b) registrations, renewals, applications for registration of the foregoing; and (c) the goodwill of the business associated with each of the foregoing.

"**Transaction Documents**" means this Agreement, the Existing MPT Lease Termination, the Bill of Sale, the Assignment and Assumption Agreement, the Lease Assignments, the MPT Real Property Purchase Agreement, the Power of Attorney, the Intellectual Property Agreement, the Transition Services Agreement, the Professional Services Agreement, and the Leaseback Agreement, including, in each case, all schedules, exhibits, and other attachments thereto.

"**Transfer Taxes**" means any real or personal property transfer, sales, use, documentary, transfer, value added, stock transfer, stamp or similar Taxes, and any transfer, recording, registration, and other fees or similar amounts (including any expenses attributable thereto, penalties and interest), in each case imposed or payable in connection with the Contemplated Transactions.

"**Transferred Employee**" is defined in Section 6.1(b).

"**Transferred Information Technology Systems**" means any and all Information Technology Systems that are exclusively used or held for use in, the Business and that are either (a) owned or purported to be owned by any Seller or any Seller Affiliate or (b) leased by or licensed to any Seller or any Seller Affiliate under an Assumed Contract, in each case, other than any Information Technology Systems included in the definition of Excluded Assets.

"**Transition Patient Services**" is defined in Section 6.4.

"**Transition Patients**" is defined in Section 6.4.

"**Transition Services Agreement**" is defined in Section 2.2(g).

"**Union**" means any labor union, works council, trade union or other employee representative body.

"**Union Represented Employee**" is defined in Section 6.1(c).

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101, *et seq*. and any similar foreign, state, or local law.

"**Wind-Up Date**" means the date upon which any of the Sellers' corporate existences cease to exist.

"**Winning Bidder**" means the bidder that any Seller determines placed the highest or otherwise best bid for the Purchased Assets at the Auction and such Seller determines is the winner of the Auction for the Purchased Assets.

"**Zoning Report**" means a zoning report for each Material Real Property, showing no Encumbrances other than Permitted Encumbrances.